

All correspondence pertaining to  
this contract should include a  
reference to No. NOy(R)- 99683

THIS INDENTURE, made the 9th day of August,  
1966, between the United States of America, herein called the Government,  
acting by and through the Department of the Navy, and the Carolina Telephone  
and Telegraph Company, a corporation organized and existing under the laws  
of the State of North Carolina, herein called the Grantee.

WHEREAS, the Government owns that certain real property known  
and identified as the U. S. Marine Corps Base, Camp Lejeune, North Carolina,  
herein called the Station; and

WHEREAS, the Government has requested that the Grantee provide  
telephone service to the Camp Knox Trailer Park area of the Station as  
shown on the drawings hereinafter mentioned; and

WHEREAS, the Grantee has agreed to install the buried telephone  
cables required for provision of telephone service to the aforesaid Trailer  
Park area at no cost to the Government; and

WHEREAS, the Grantee has requested the conveyance of an easement  
for the construction, installation, maintenance, operation, repair and  
replacement of telephone lines through, under and across that portion of  
the Station shown on the drawings hereinafter mentioned; and

WHEREAS, the Secretary of the Navy has found that the grant of  
such easement on the terms and conditions hereinafter stated is not incom-  
patible with the public interest:

NOW, this Indenture witnesseth that, in consideration of the  
premises and the mutual benefits to be derived therefrom, the Government,



pursuant to the authority of Title 43 United States Code Section 961 hereby grants unto the said Carolina Telephone and Telegraph Company and its successors and assigns for a period of fifty (50) years from the date hereof, an easement for the construction, installation, maintenance, operation, repair and replacement of telephone lines, herein called the Lines, such easement to extend through, under and across, and be confined to that portion of the Station, herein called the Premises, as shown and delineated in red on marked-up copies of Department of the Navy, Bureau of Yards and Docks, Marine Corps Base, Camp Lejeune, North Carolina, P.W. Drawing No. 8913, dated 27 January 1965 and Marine Barracks, Camp Lejeune, North Carolina, P.W. Drawing No. 9137, dated 25 February 1953, attached hereto and made parts hereof as Exhibits "A" and "B" respectively.

THIS EASEMENT is granted subject to the following terms and conditions:

1. The conveyance of this easement as shown in red on Exhibits "A" and "B" is subject to all other easements, if any, of public record, and to such utility lines, roadways or other improvements as may now be located on, over, or under said premises.

2. All work in connection with the construction, installation, operation, repair and replacement of the Lines shall be done without cost or expense to the Department of the Navy and in accordance with plans previously approved by the Commander, Atlantic Division, Naval Facilities Engineering Command.



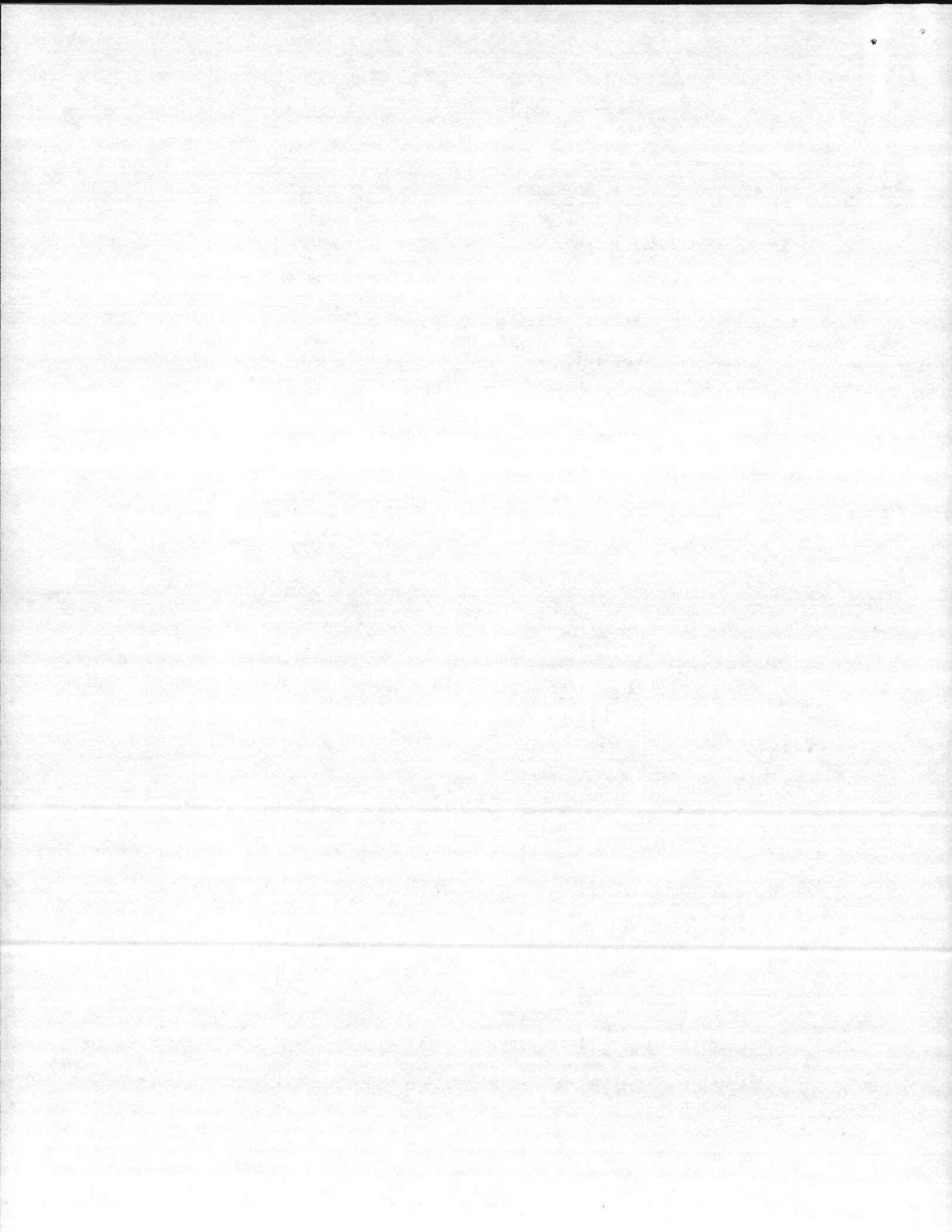


3. The Grantee shall maintain the Premises and the Lines in good condition at all times and shall promptly make all repairs thereto which may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the Lines.

4. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be promulgated by the Government to insure that the exercise of such rights shall not interfere with the Government activities at the Station.

5. Upon termination of the easement granted herein, if desired by the Government, the Grantee, at its expense, shall remove any and all improvements installed or constructed hereunder and restore the Premises to the same or as good condition as that which existed prior to the exercise by the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Commander, Atlantic Division, Naval Facilities Engineering Command.

6. If at any future time the Government shall determine that continued maintenance and operation of the Lines, or any portion thereof, constitutes an undue interference with any of its activities, it shall have the right to terminate the easement herein granted, in whole or in part, to the extent necessary to eliminate such interference; Provided that, unless the Government shall determine relocation is not feasible, it shall convey to the Grantee, without payment of any monetary consideration therefor, a substitute easement to permit the Grantee to effect relocation of the Lines, or portion thereof, on adjacent Government property at Grantee's





own cost and expense, which substitute easement shall be coextensive in term with and subject to the same terms and conditions as that herein granted.

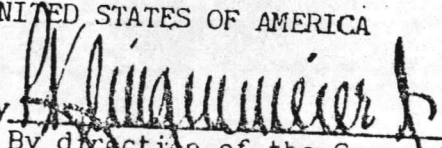
7. All or any part of the easement herein granted may be terminated upon failure on the part of the Grantee to comply with any of the terms and conditions of this grant; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

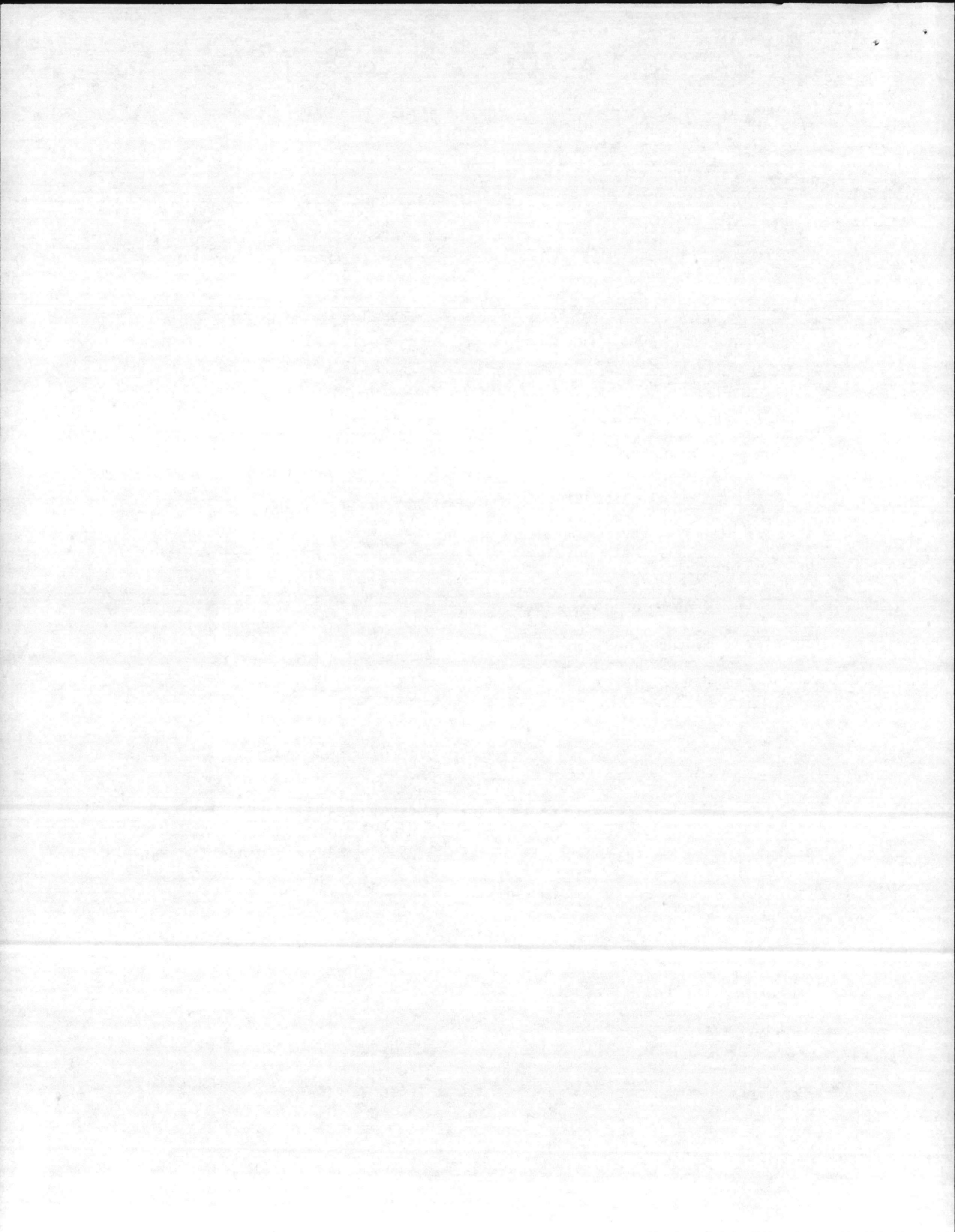
8. The Government may use the Premises which are the subject of this easement for any purpose which does not create an unreasonable interference with the use or enjoyment by the Grantee of the easement rights granted herein.

IN WITNESS WHEREOF, the Government, acting by and through the Department of the Navy, has caused this instrument to be executed the day and year first above written.

UNITED STATES OF AMERICA

By

  
By direction of the Commander,  
Naval Facilities Engineering Command,  
acting under direction of the  
Secretary of the Navy





COMMONWEALTH OF VIRGINIA:

CITY OF NORFOLK : To-wit,  
:

I, A. Raymond Young, a Notary Public for the City  
aforesaid in the Commonwealth of Virginia, do certify that R. J. Klingenmeier, Jr.  
who signed the writing above, bearing date of the 9th day of August  
1966, for the United States of America, has this day in my said City, before  
me, acknowledged the said writing to be the act and deed of the United  
States of America.

Given under my hand and seal this 9th day of August 1966.

*A. Raymond Young*  
Notary Public

My commission expires:  
March 7, 1967

