



DEPARTMENT OF THE NAVY
ATLANTIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
NORFOLK, VIRGINIA 23511-6287

04172 PWD
408.1

TELEPHONE NO.
804 445-2375
IN REPLY REFER TO:
EO-293
241B1
27 AUG 1987

Mr. Timothy M. Stewart
James E. Stewart and Associates, Inc.
306-310 New Bridge Street
P.O. Drawer 976
Jacksonville, North Carolina 28541-0976

Dear Mr. Stewart:

Enclosed is an executed copy of Grant of Easement N62470-87-RP-00096 in the name of your client, C. W. B. Utilities, Incorporated. Please have the copy delivered, as agreed.

Sincerely,

FRANCES M. HOOVER
Head, Operations Branch
Real Estate Division
By direction of the Commander

GRANT OF EASEMENT

THIS INDENTURE, made this 25th day of August, 1987, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the GOVERNMENT, and C.W.B. UTILITIES, INC., a North Carolina Public Utilities Corporation, P.O. Box 400, Jacksonville, North Carolina 28548, hereinafter called the GRANTEE;

W I T N E S S E T H:

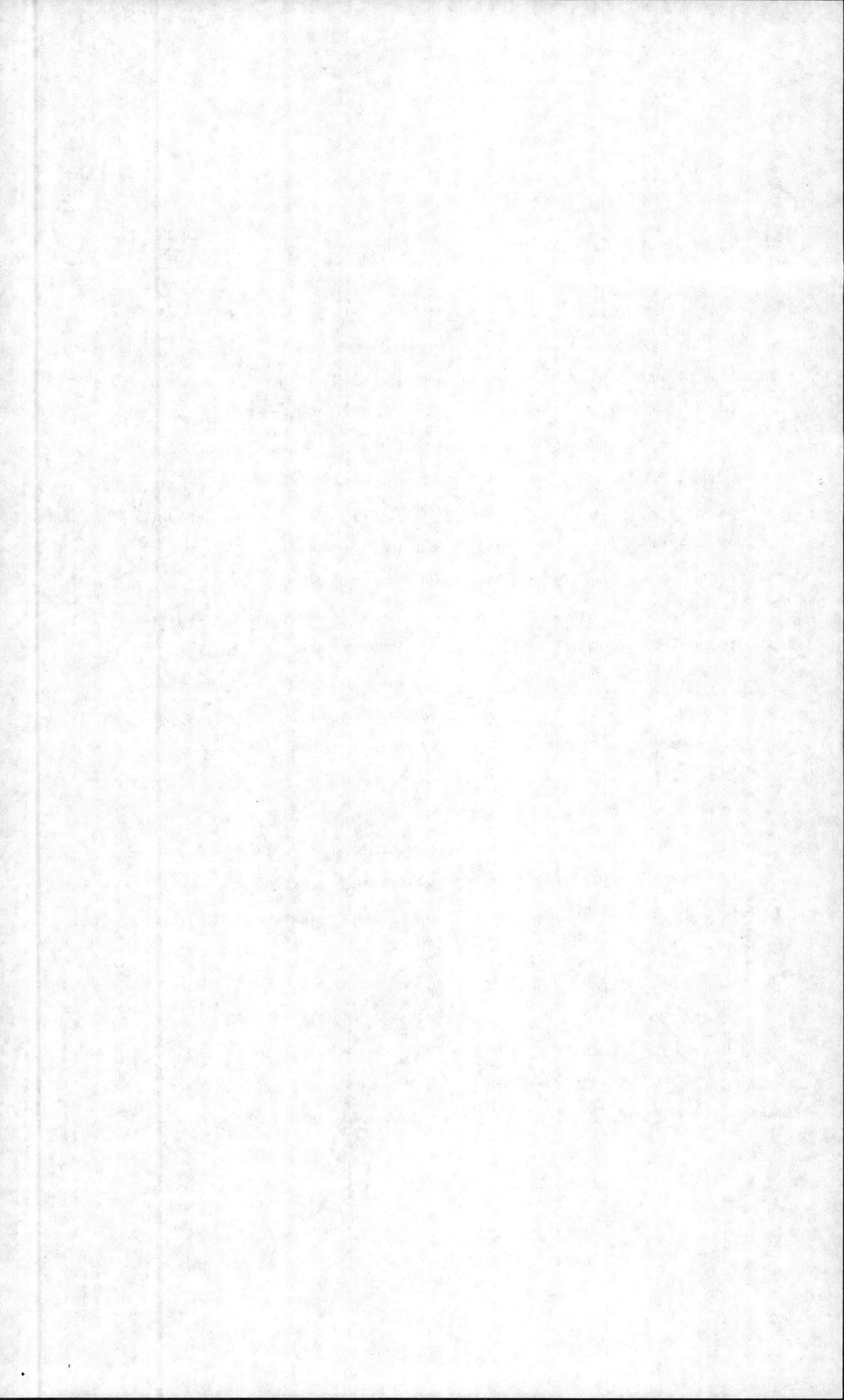
WHEREAS, the GOVERNMENT owns that certain real property identified as the Marine Corps Base, Camp Lejeune, Onslow County, North Carolina, hereinafter referred to as the PREMISES; and

WHEREAS, the GRANTEE has requested the conveyance of an easement for the construction, installation, operation, maintenance, repair and replacement of an underground sanitary sewer extension, on, under and across that portion of the PREMISES hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the grant of such easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, this indenture witnesseth that, for and in consideration of the sum of SEVEN HUNDRED Dollars (\$700.00) paid by the GRANTEE to the Atlantic Division, Naval Facilities Engineering Command, Norfolk, Virginia 23511-6287 and the terms and conditions hereinafter stated, the GOVERNMENT hereby grants to the GRANTEE, its successors and assigns, for a period of fifty (50) years from the date hereof, an easement for the construction, installation, operation, maintenance, repair and replacement of an underground sanitary sewer extension, hereinafter referred to as the SEWER, on, under and across that portion of the PREMISES, and described hereinafter, to wit:

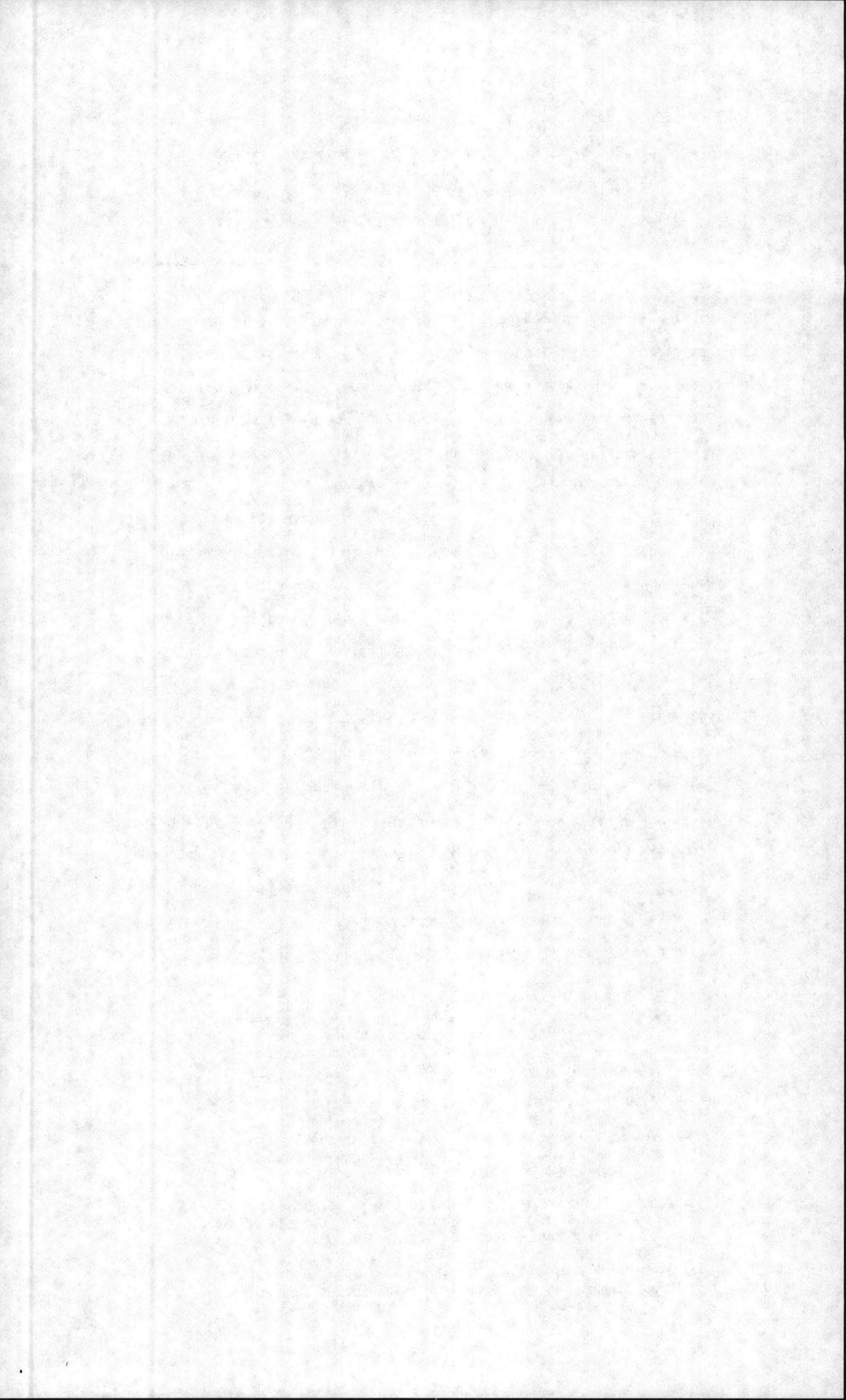
Being a proposed 10 foot utility easement lying along, parallel to and extending 5 feet on either side of the proposed centerline being more particularly described as follows:



BEGINNING at the point of intersection of the centerline of a proposed sewage force main with the Southern right-of-way line U.S.M.C. Railroad (215 foot right-of-way) said point being located South 15 degrees 32 minutes 20 seconds East 50.0 feet from a point in the centerline of the tracks of said railroad, said point being located as measured along the centerline of said tracks in Southwesterly direction, 316.77 feet from the point of intersection of the centerline of said tracks with the centerline of Piney Green Road; THENCE from the above described point of beginning and crossing the U.S.M.C Railroad right-of-way, North 15 degrees 32 minutes 20 seconds West 215.0 feet to the point of intersection of the centerline of the proposed sewage force main with the Northern right-of-way line of the U.S.M.C. Railroad, said point being the terminal point of the centerline of the proposed 10 feet utility easement as shown on the attached Exhibit "A" entitled "Utility Easement Exhibit" dated April 23, 1987 and revised May 5, 1987 and containing approximately 0.05 acres.

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

1. All work in connection with the construction, installation, operation, maintenance, repair and replacement of the SEWER shall be done without cost or expense to the GOVERNMENT, and in accordance with plans previously approved by the Commander of the Atlantic Division, Naval Facilities Engineering Command.
2. The GRANTEE shall maintain the PREMISES and the SEWER in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the PREMISES and the continued operation and maintenance of said SEWER.
3. The GRANTEE's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of such rights will not interfere with GOVERNMENT activities at the PREMISES.
4. GRANTEE hereby assumes liability for loss of or damage to GOVERNMENT property resulting from or arising out of the GRANTEE's exercise of the rights herein granted. Any such property so lost or damaged shall be promptly replaced, repaired or restored by the GRANTEE to a condition as good as that which existed prior to such loss or damage occurred, provided that the GRANTEE may at its option in lieu of such replacement, repair or restoration, reimburse the GOVERNMENT (in an amount to be determined by the GOVERNMENT) for the cost of any such property.
5. GRANTEE shall indemnify and save harmless the GOVERNMENT, its officers, agents, servants, and employees from all liability under the Federal Tort Claims Act or otherwise, for death or injury to all persons, arising out of the GRANTEE's use of the easement rights herein granted.



6. Upon the termination of this easement, the GRANTEE, at its own expense, shall remove, to the extent requested by the GOVERNMENT, improvements installed or constructed hereunder, and shall restore the PREMISES to the same or a condition as good as that which existed prior to the exercise by the GRANTEE of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Commander, Atlantic Division, Naval Facilities Engineering Command.

7. If, at any future time, the GOVERNMENT determines that the SEWER, or any portion thereof, unduly interferes with any of GOVERNMENT's activities, it shall have the right to terminate this easement, in whole or in part, to the extent necessary to eliminate such interferences; PROVIDED THAT, unless the GOVERNMENT shall have determined that relocation is not feasible, it shall convey to the GRANTEE, without charge, a substitute easement permitting the GRANTEE to relocate the SEWER, or portion thereof, onto adjacent GOVERNMENT property, at the GRANTEE's cost and expense. The substitute easement shall contain the same terms and conditions as those of this easement, and shall bear the same expiration date, if any.

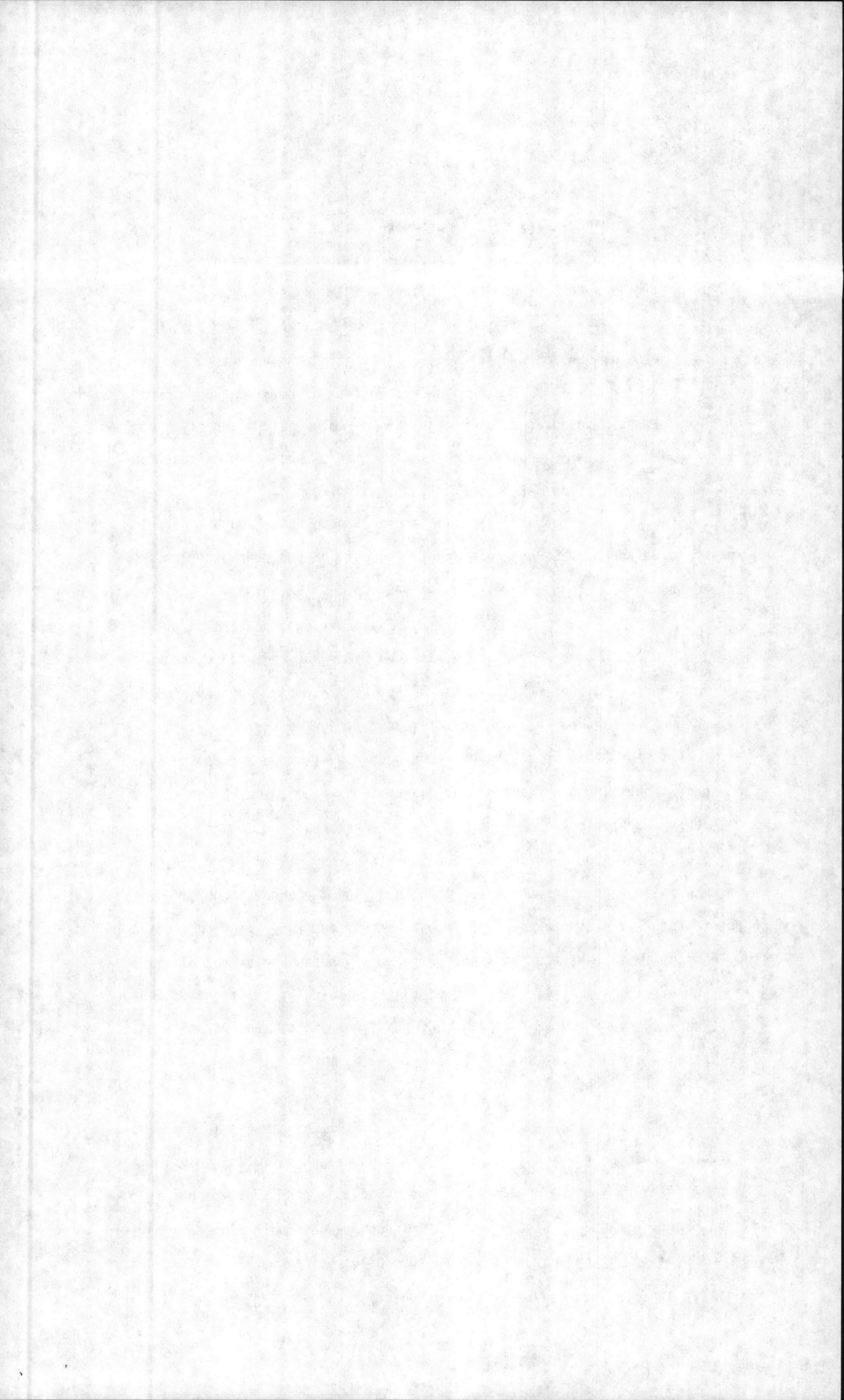
8. All or any part of this easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

9. The GOVERNMENT may use the PREMISES of this easement for any purpose that does not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights herein granted by this easement.

10. The GRANTEE shall have reasonable access to the easement areas hereinabove described, over other GOVERNMENT property within the PREMISES, SUBJECT, HOWEVER, to security regulations and such other regulations as may be prescribed from time to time by the GOVERNMENT.

11. The GRANTEE shall be responsible for acquiring all necessary permits from local, state and federal agencies.

IN WITNESS WHEREOF, the parties hereto have caused this GRANT OF EASEMENT to be executed in their behalf by their proper officers, duly authorized, all as of the day and year written first above.



UNITED STATES OF AMERICA

By J. Emery Nichols
By direction of the Commander,
Atlantic Division, Naval Facilities
Engineering Command, Norfolk
Virginia 23511-6287

C.W.B. UTILITIES, INC.

By William V. Barty

ATTEST: Shelby J. Laxier

(SEAL)

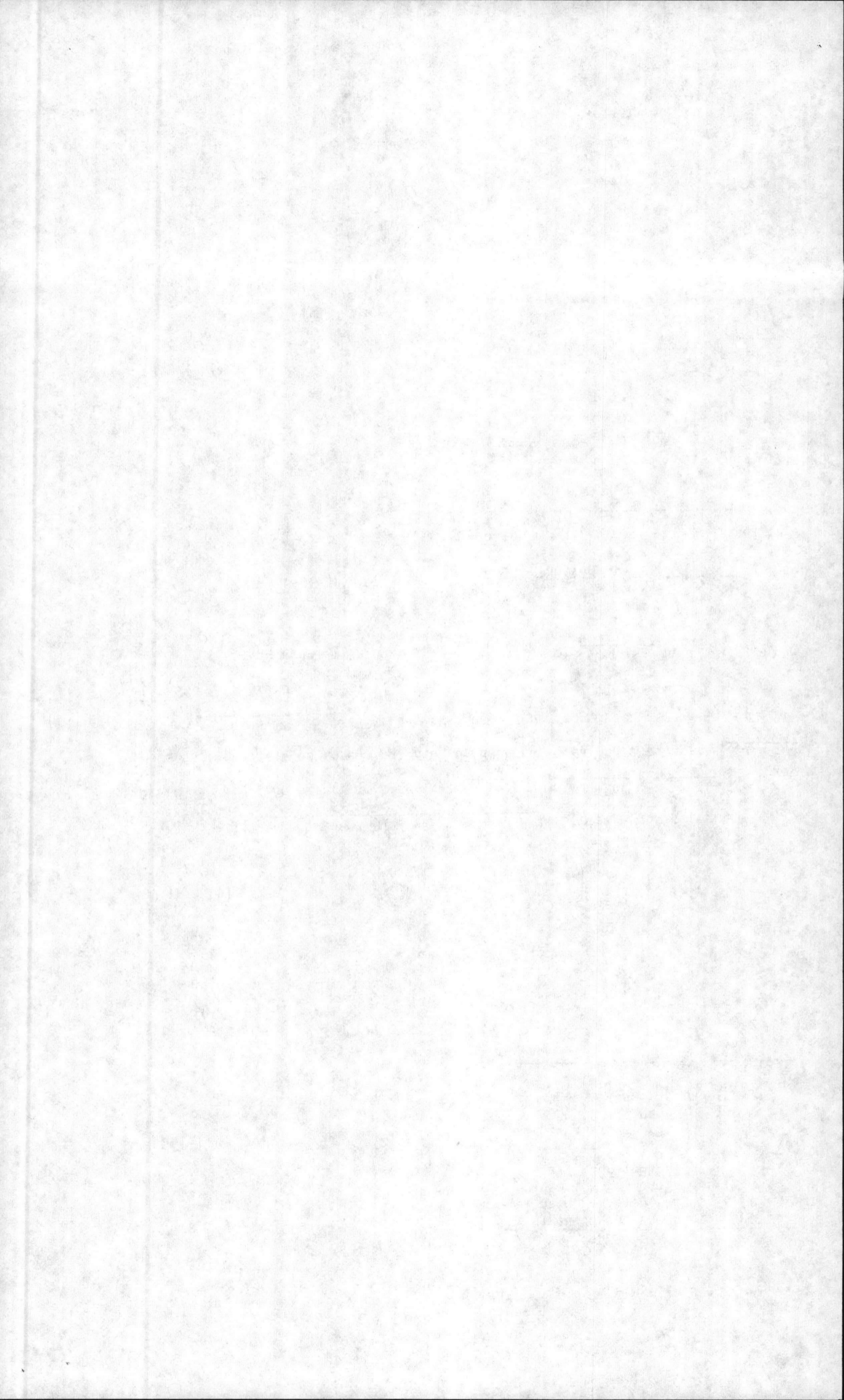
STATE OF VIRGINIA)
) To wit
CITY OF NORFOLK)

I, Nancy L. LaLone, a Notary Public for the
State at Large, do hereby certify that J. Emery Nichols whose
name is signed to the foregoing GRANT OF EASEMENT, bearing date of the 25th
day of August, 1987, has this day acknowledged the same before me in
the City and State aforesaid.

Given under my hand this 26th day of August, 1987.

Nancy L. LaLone
Notary Public

My commission expires: 26 August 1988.



STATE OF NORTH CAROLINA

COUNTY OF

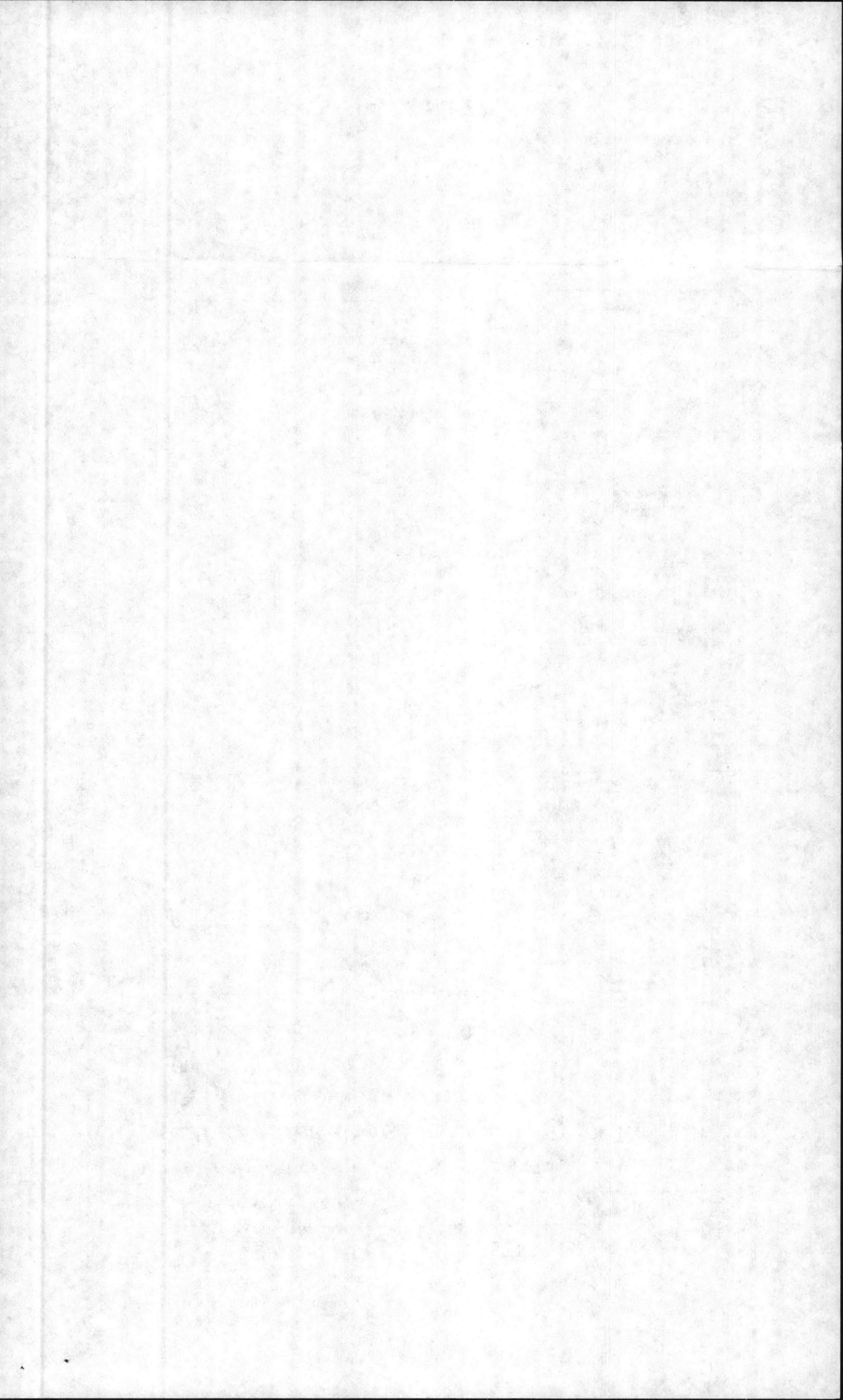
)
) To wit
)

I, Gracie Ruth Lester, a Notary Public for the State and County aforesaid, certify that William N. Boster personally came before me on this day and acknowledged that he is Vice President of the C.W.B. UTILITIES, INC., a Public Utilities Corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Secretary, sealed with its corporate seal, and attested by Lee as its Secretary.

Witness this my hand and official seal, this 21st day of July, 1987.

Gracie Ruth Lester
Notary Public

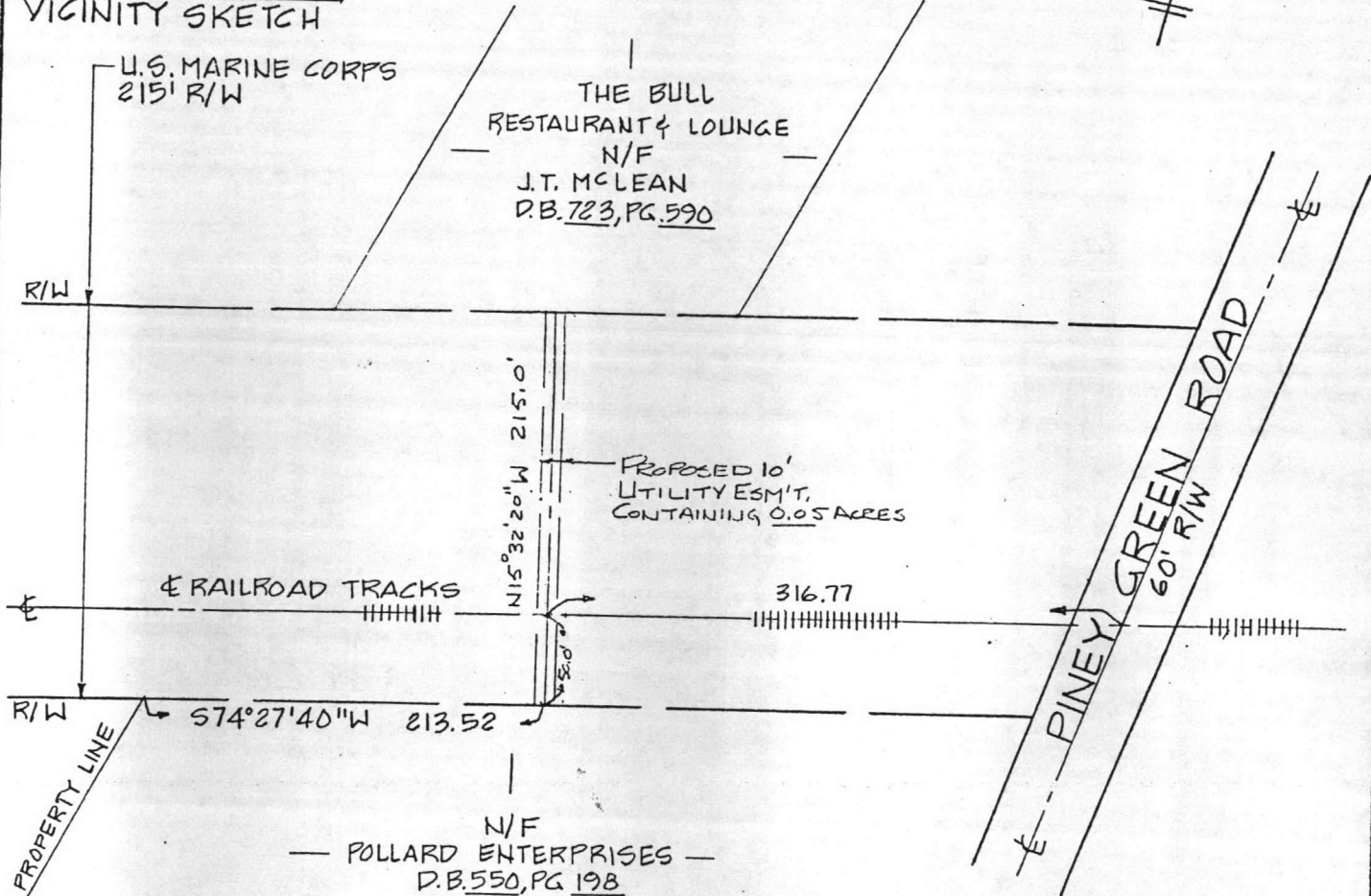

My commission expires: May 8, 1990



"EXHIBIT A"

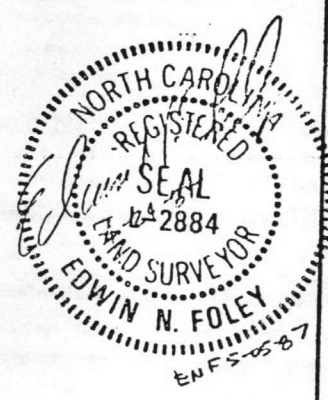


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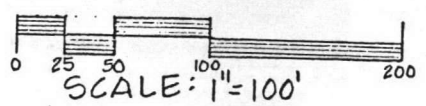


UTILITY EASEMENT EXHIBIT

LOCATION OF PROPOSED UTILITY EASEMENT WITHIN THE U.S.M.C. RAILROAD RIGHT-OF-WAY TO ACCOMODATE SANITARY SEWER EXTENSIONS TO SERVE THE BULL RESTAURANT & LOUNGE PROPERTY.



DATE APRIL 23, 1987
REVISED MAY 5, 1987



James E. Stewart and Associates, Inc.

— CONSULTING ENGINEERS AND LAND SURVEYORS —

P.O. DRAWER 978
JACKSONVILLE, NORTH CAROLINA 28541-0978
919-455-2414



DRAWN BY: DMM

EXHIBIT "A"

