

PI-237

All correspondence pertaining to this Contract should include reference to No. N62470-87-RP-00050

PERMIT

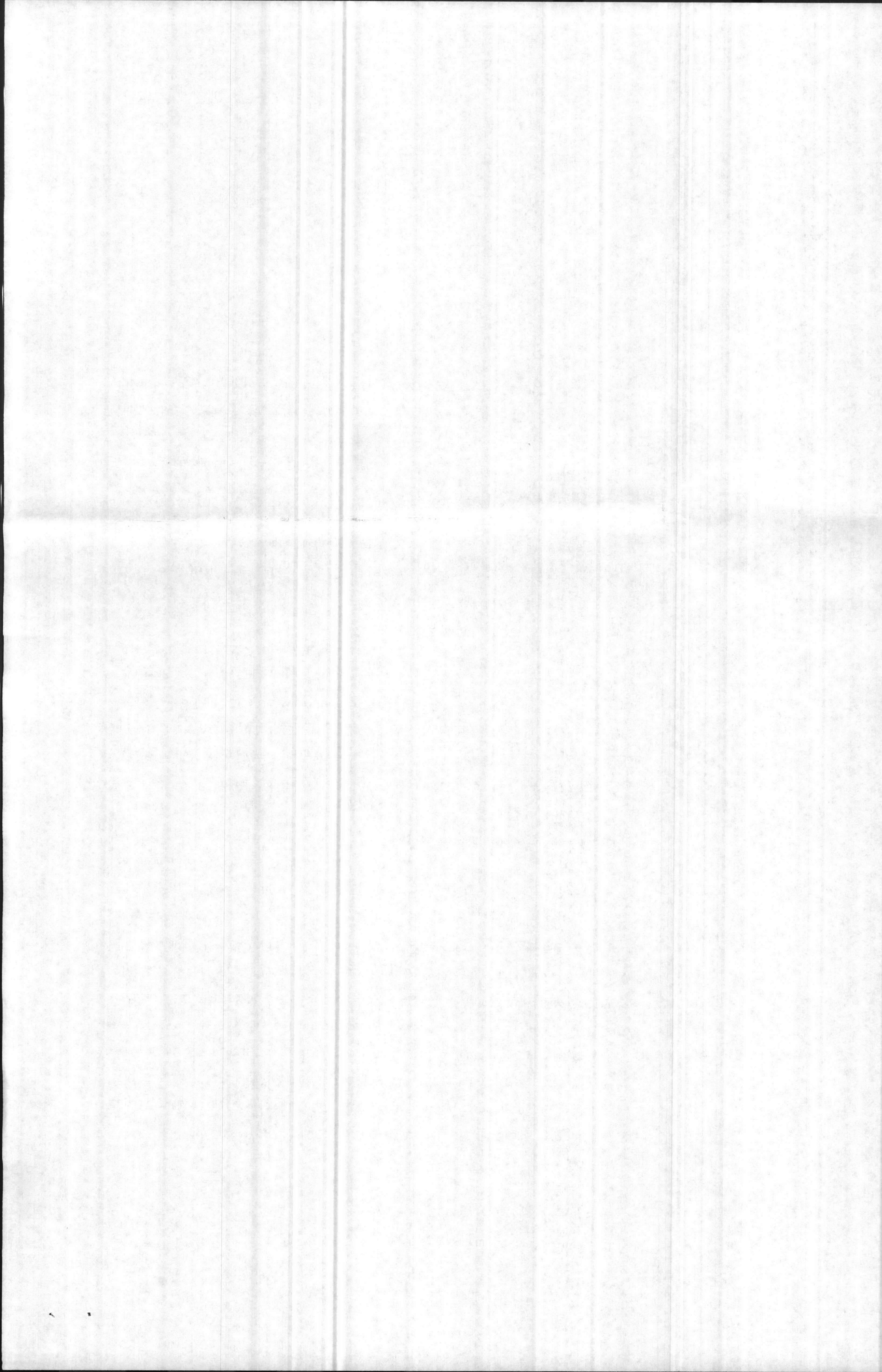
The DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter called PERMITTOR, does hereby grant unto the UNITED STATES OF AMERICA, hereinafter called GOVERNMENT, permission to install, construct, and use a three hundred and twenty five foot long by twelve foot wide (325' x 12') turning lane on the southbound lane of U.S. Highway 17 for access to a road to be constructed on U.S. GOVERNMENT property known as the Old Camp Geiger Trailer Park, said road opening into the northbound lane of U.S. Highway 17 as shown on Exhibit "A", attached hereto and made a part hereof. Detailed plans and specifications are to be submitted by the GOVERNMENT to the PERMITTOR prior to the beginning of any demolition or construction by the GOVERNMENT.

This Permit is granted expressly subject to the following provisions and conditions:

1. That the installation of the above described facility will be accomplished in accordance with the PERMITTOR's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this PERMIT.

Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the PERMITTOR.

2. That the GOVERNMENT binds and obligates itself to install the above described facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the PERMITTOR for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities installed by the GOVERNMENT and if at any time the PERMITTOR shall require the removal of or changes in the location of the said facilities, that the GOVERNMENT agrees to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the PERMITTOR.



3. That the GOVERNMENT agrees to provide during construction proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments and Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the PERMITTOR.

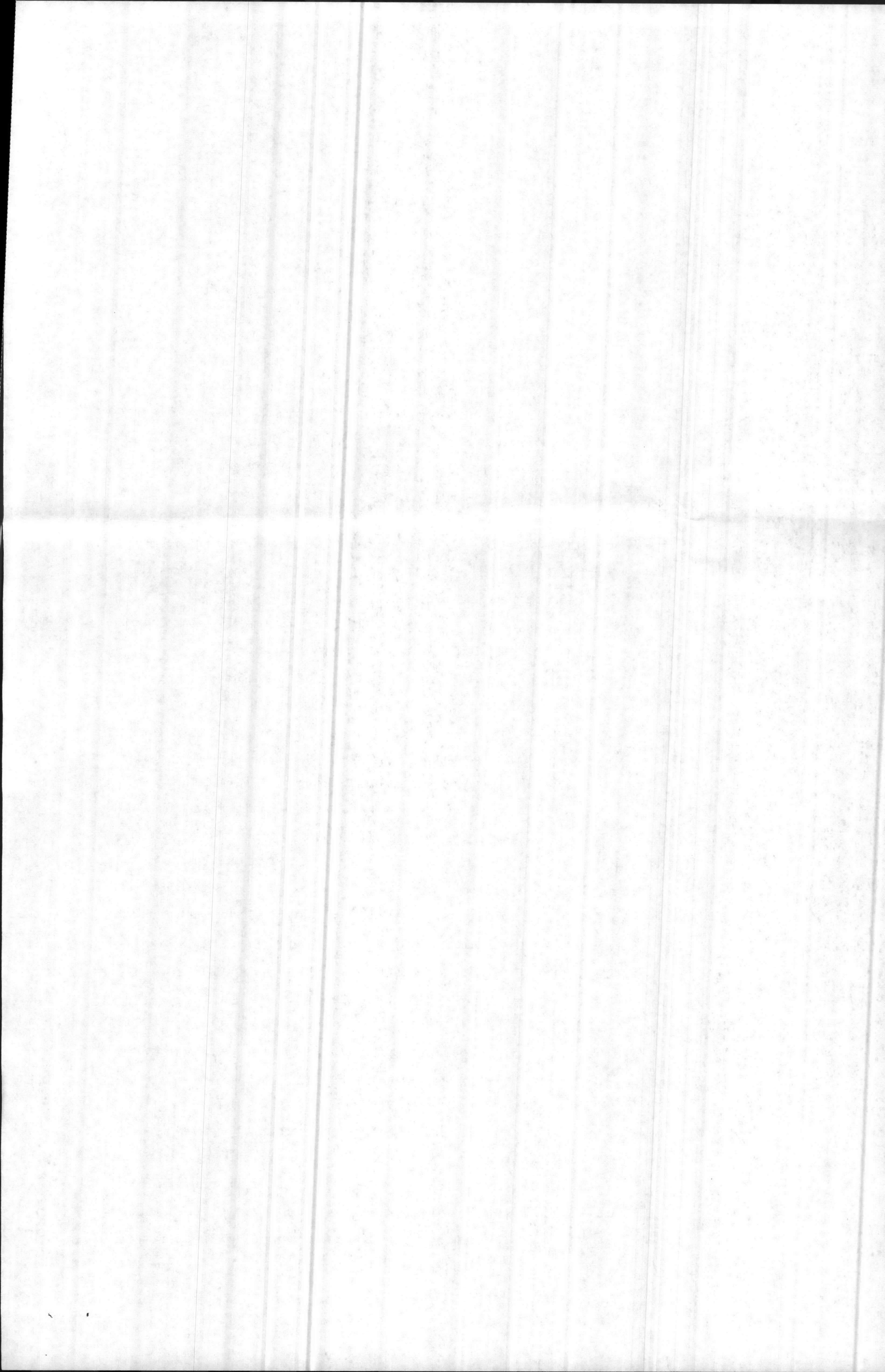
4. The parties agree that any liability for property damage, personal injury, or death that may arise by reason of the installation of this encroachment shall be determined in accordance with the Federal Tort Claims Act.

5. That the GOVERNMENT agrees to restore all areas disturbed during the installation of the above described facility to the satisfaction of the PERMITTOR. The GOVERNMENT agrees to exercise every reasonable precaution during construction to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation operation disturbs the ground surface and the existing ground cover, the GOVERNMENT agrees to remove or replace the sod or otherwise re-establish the grass cover to meet the satisfaction of the PERMITTOR.

6. That the GOVERNMENT agrees to assume the actual cost of any inspection of the work considered to be necessary by the PERMITTOR.

7. That the GOVERNMENT agrees to have available at the construction site, at all times during construction, a copy of this PERMIT showing evidence of approval by the PERMITTOR. The PERMITTOR reserves the right to stop all work unless evidence of approval can be shown.

8. Provided the work contained in this PERMIT is being performed on a completed highway open to traffic; the GOVERNMENT agrees to give written notice to the PERMITTOR when all work contained herein has been completed. Unless specifically requested by the PERMITTOR, written notice of completion of work under construction will not be required.



9. That in the case of noncompliance with the terms of this PERMIT by the GOVERNMENT, the PERMITTOR reserves the right to stop all work until the facility has been brought into compliance or removed from the right-of-way at no cost to the PERMITTOR.

10. That it is agreed by both parties that this PERMIT shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the PERMITTOR unless written waiver is secured by the GOVERNMENT from the PERMITTOR.

11. The GOVERNMENT is not to be considered as acquiring hereunder any permanent interest in the property hereby permitted.

12. No Member or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this PERMIT, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the PERMIT be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, each of the parties to this PERMIT has caused the same to be executed this 24<sup>th</sup> day of December, 1986.

STATE OF NORTH CAROLINA

By George E. Wells  
State Highway Administrator

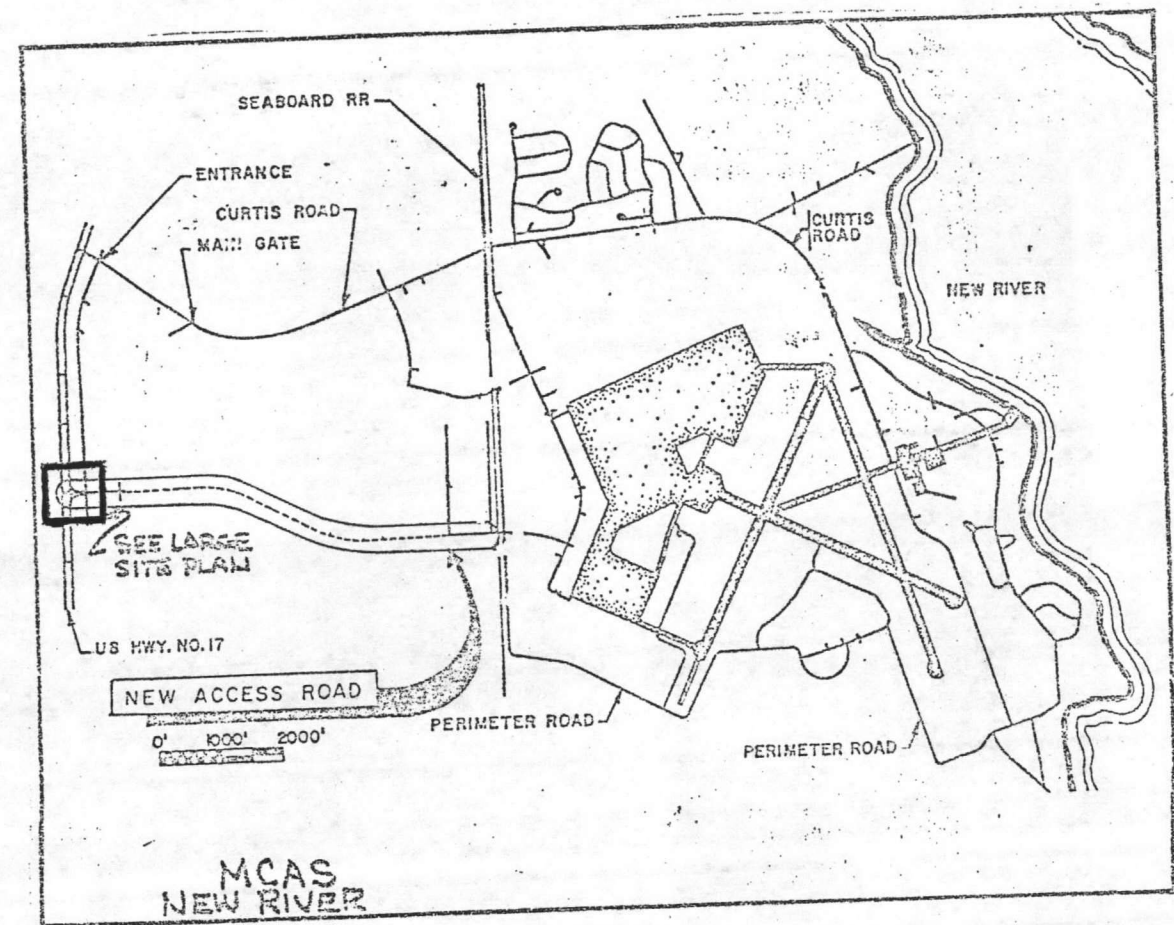
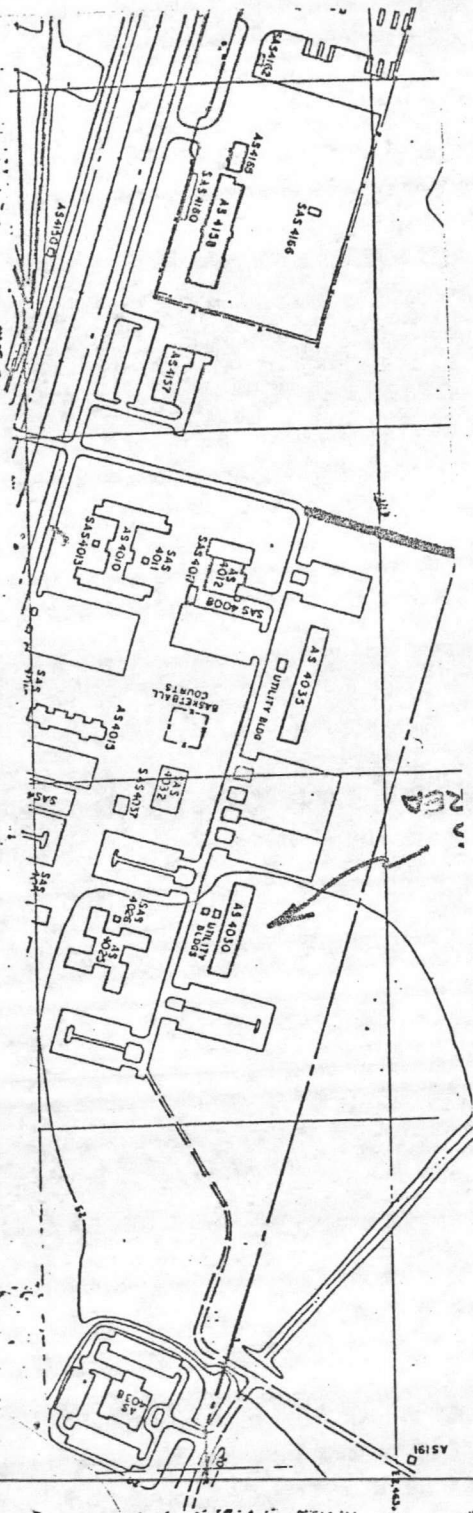
UNITED STATES OF AMERICA

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

ATTEST OR WITNESS:

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