

USMC - Croatan
U. S. Marine Corps
Cherry Point
Camp LeJeune
12-5-51



SPECIAL USE PERMIT

Croatan

National Forest

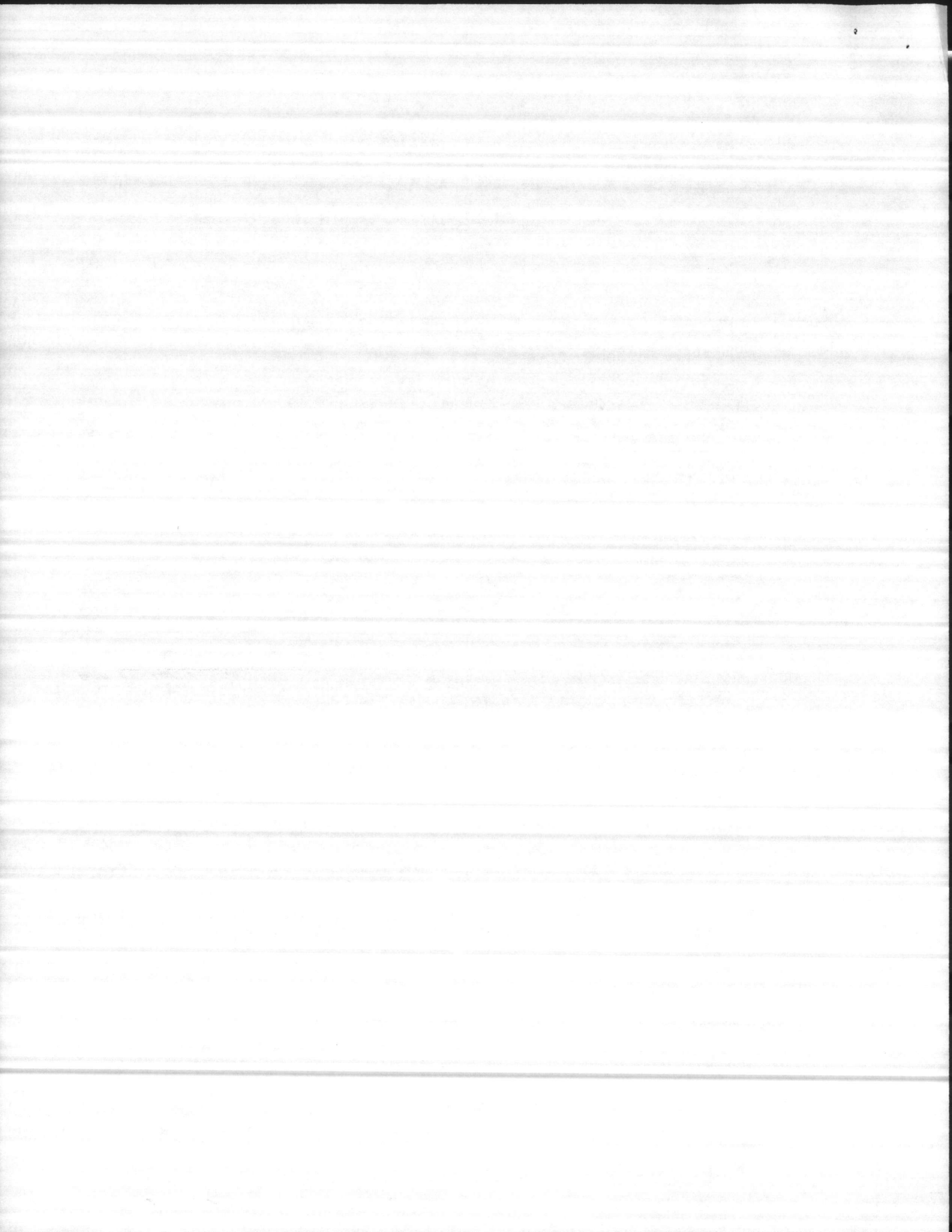
Permission is hereby granted to **The Commandant, Sixth Naval District**
of **Charleston, South Carolina**

hereinafter called the permittee, to use, subject to the conditions set out below, the following-described lands or improvements: A strip of land of varying width across three tracts of national forest land in Cartaret and Craven Counties, North Carolina, more fully described on attached sheets and Y&D drawing No. 505390 approved by Stephen Payson, Public Works Officer, March 27, 1952.

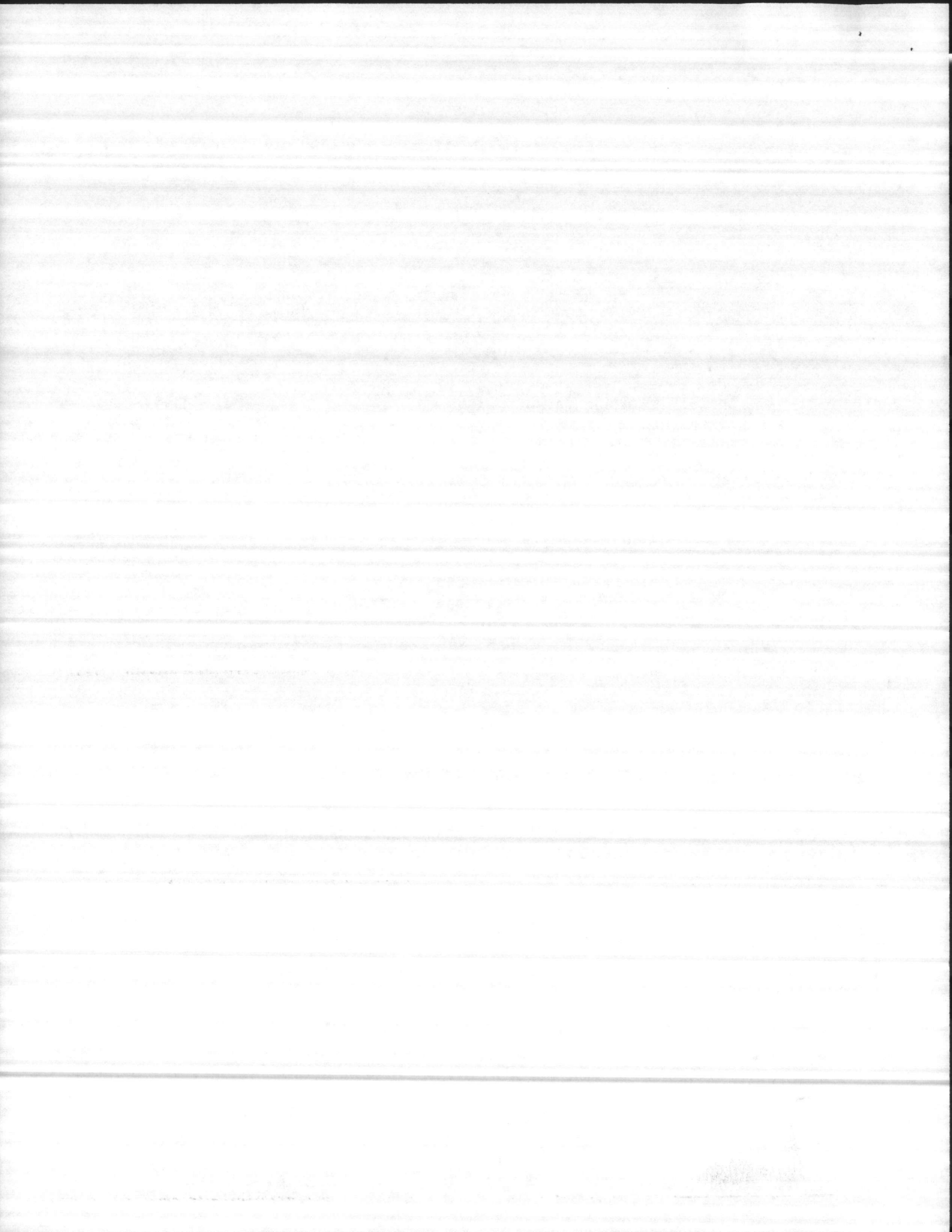
This permit covers _____ acres and or approx. 6.6 miles for the purpose of constructing, operating and maintaining a railroad from Camp LeJeune, North Carolina to the Cherry Point Marine Base and appurtenant facilities such as power transmission or telephone lines.

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of this permit.

1. ~~...~~ This permit issued free, ~~...~~ under Regulation U-11, ~~...~~ for the period from May 1, 1952, to December 31, 1952, and thereafter annually ~~...~~



- *8. The permittee agrees to take all reasonable precaution to avoid damage to property and resources of the United States and diligently to undertake suppression action in the event of fire resulting from the exercise of the privileges herein granted.
18. The Forest Service reserves the right to sell all merchantable timber and to sell logs cut in the clearing of the right-of-way by the permittee or his contractors. Merchantable timber felled in clearing the right-of-way shall be limbed and cut into lengths specified by the Forest Officer in charge, and logs and bolts shall be stockpiled as directed by the Forest officer in charge.
19. The permittee will obtain written permission from the District Ranger, U. S. Forest Service, New Bern, North Carolina to establish borrow pits and spoil-bank sites on national forest lands outside the three tracts covered by this permit. Spoil banks and ditches shall be so constructed that no water will be impounded on or adjacent to the areas covered by this permit.
20. The Forest Service reserves the right to construct roads or to permit roads to be constructed across the tracts described herein and across the railroad as needed.
21. The Forest Service reserves the right to construct drainage across the tracts covered by this permit and to construct any needed cross drainage, provided such structures will not interfere with the operation of the railroad or other appurtenant developments by the permittee.
22. This permit confers no rights to lease or permit other use of any part of the three tracts included in the attached descriptions.



construction shall be completed within 24 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

3. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Merchantable timber cut must be paid for by the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

* 8. ~~The permittee shall be responsible for the protection of the land and improvements on the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee.~~

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the forest supervisor, issuance of a permit is desirable and in the public interest.

13. In case of change of address, the permittee shall immediately notify the forest supervisor.
14. The temporary use and occupancy of the premises and improvements herein described may not be sublet by the permittee to third parties without the prior written approval of the forest supervisor and the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses will control.

17. This permit is subject to the conditions set forth above and to conditions 18

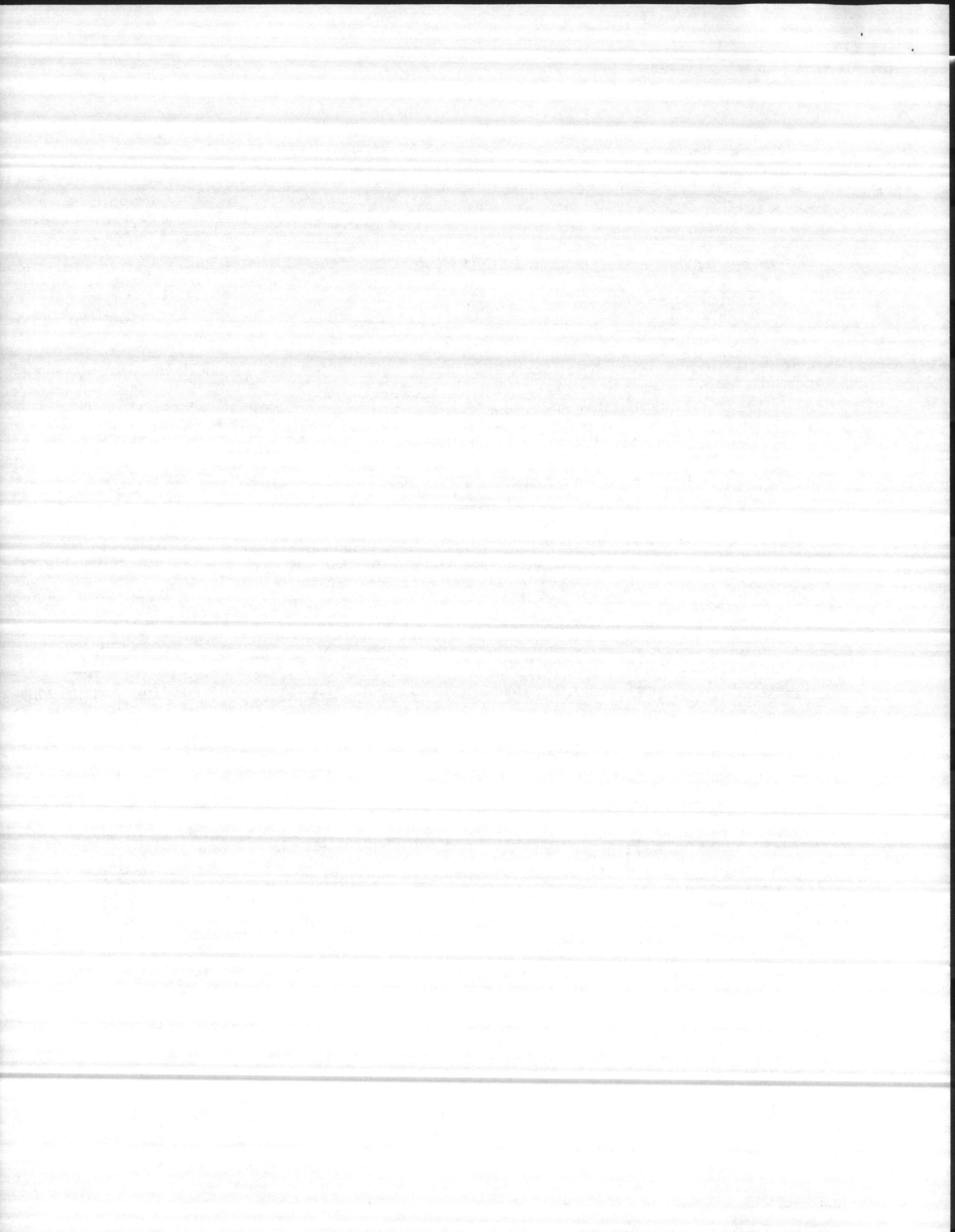
to 22 attached hereto and made a part of this permit.

Date May 6, 1952

Alvin H. ...
(Signature of issuing officer)

Acting Regional Forester

(Title)



United States Department
of Agriculture
Forest Service
SPECIAL USE PERMIT
Federal Land Policy
and Management Act
of October 26, 1976
(Ref. FSM 2710)

a. Record No. (1-2) 7 0	b. Region (3-4) 0 8	c. Forest (5-6)
d. District (7-8) 0 3	e. User No. (9-12) 0 0 0 4 - 0 1	f. Kind of Use (13-17)
g. State (18-17) 3 7	h. County (19-20) 0 4 9	i. Case No. (21)

Permission is hereby granted to DEPARTMENT OF NAVY, FIFTH NAVAL DISTRICT

of _____
hereinafter called the Holder, to use subject to the conditions set out below, the following described lands or improvements:

National Forests land in the Croatan National Forests further described in plats and descriptions.

This permit covers ___ acres and/or 6.6 miles and is issued for the purpose of:

Reconstructing, operating, and maintaining a railroad across National Forests lands.

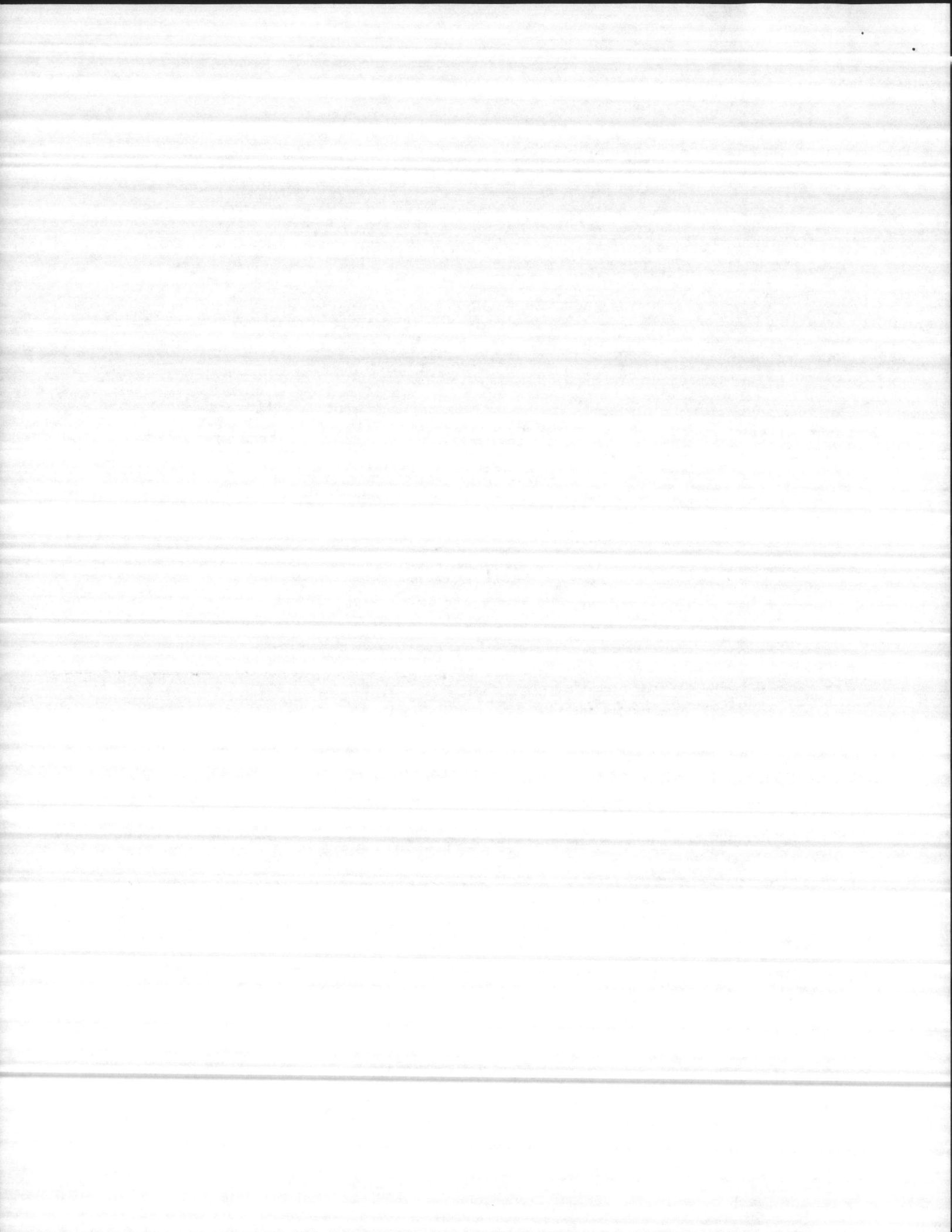
1. Construction or occupancy and use under this permit shall begin within n/a months, and construction, if any, shall be completed within n/a months from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the Holder shall pay to the Forest Service, U.S. Department of Agriculture, the sum of FEE WAIVED PER 36 CFR 251.57(c) Dollars (\$___) for the period from _____, to _____, and thereafter annually on January 1, _____ Dollars (\$___):
Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 4 to 33 attached hereto and made a part of this permit.

HOLDER	Name of Holder DEPARTMENT OF NAVY FIFTH NAVAL DISTRICT	Signature of Authorized Officer	Date
	Name and Signature RALPH LAULAN	Title Acting Forest Supervisor	Date

2700-4 (7/71)



4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the Forest Supervisor. Trees or shrubs within the permitted area may be removed or destroyed only after the Forest Officer-in-charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the Holder as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the Holder at no stumpage cost to the Holder. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the Forest Officer-in-charge.

5. The Holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Officer-in-charge.

6. This permit is subject to all valid claims.

7. The Holder, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

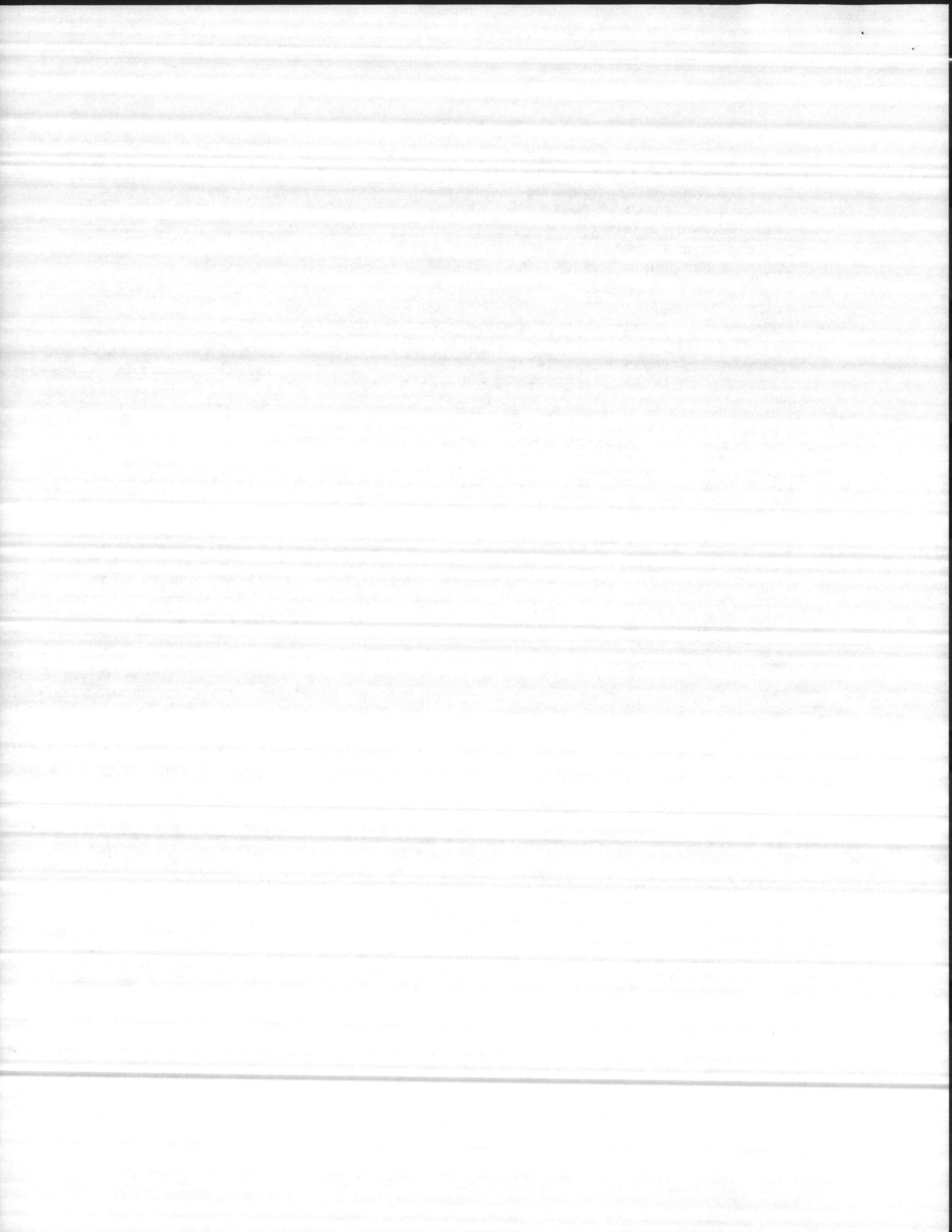
8. The Holder shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Officer-in-charge or his authorized agent.

omit
9. The Holder shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the Holder, or by any agents or employees of the Holder acting within the scope of their agency or employment.

10. The Holder shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the Holder in the exercise of the privilege granted by this permit.

STAY
11. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

STAY
12. Upon abandonment, termination, revocation, or cancellation of this permit, the Holder shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the Holder fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the Holder of liability for the cost of their removal and restoration of the site.



13. This permit is not transferable. If the holder through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a Holder and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the Holder shall immediately notify the Forest Supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the Holder to third parties only with the prior written approval of the Forest Supervisor, but the Holder shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Regional Forester, Forest Service.

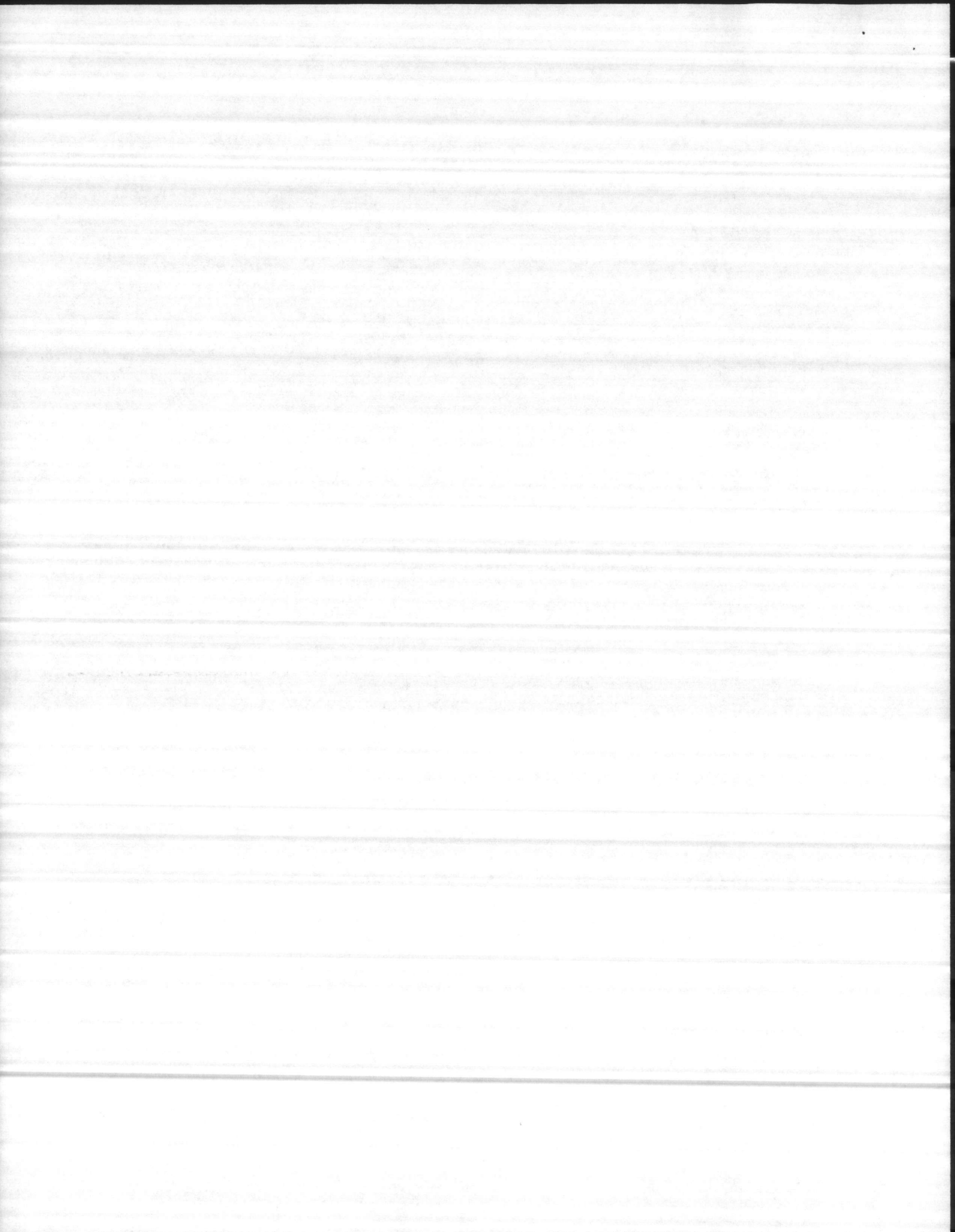
17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. The Holder shall assume liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

19. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks which the Holder assumes. The Holder has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

20. Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the authorized officer in the form of a new permit or permit amendment.

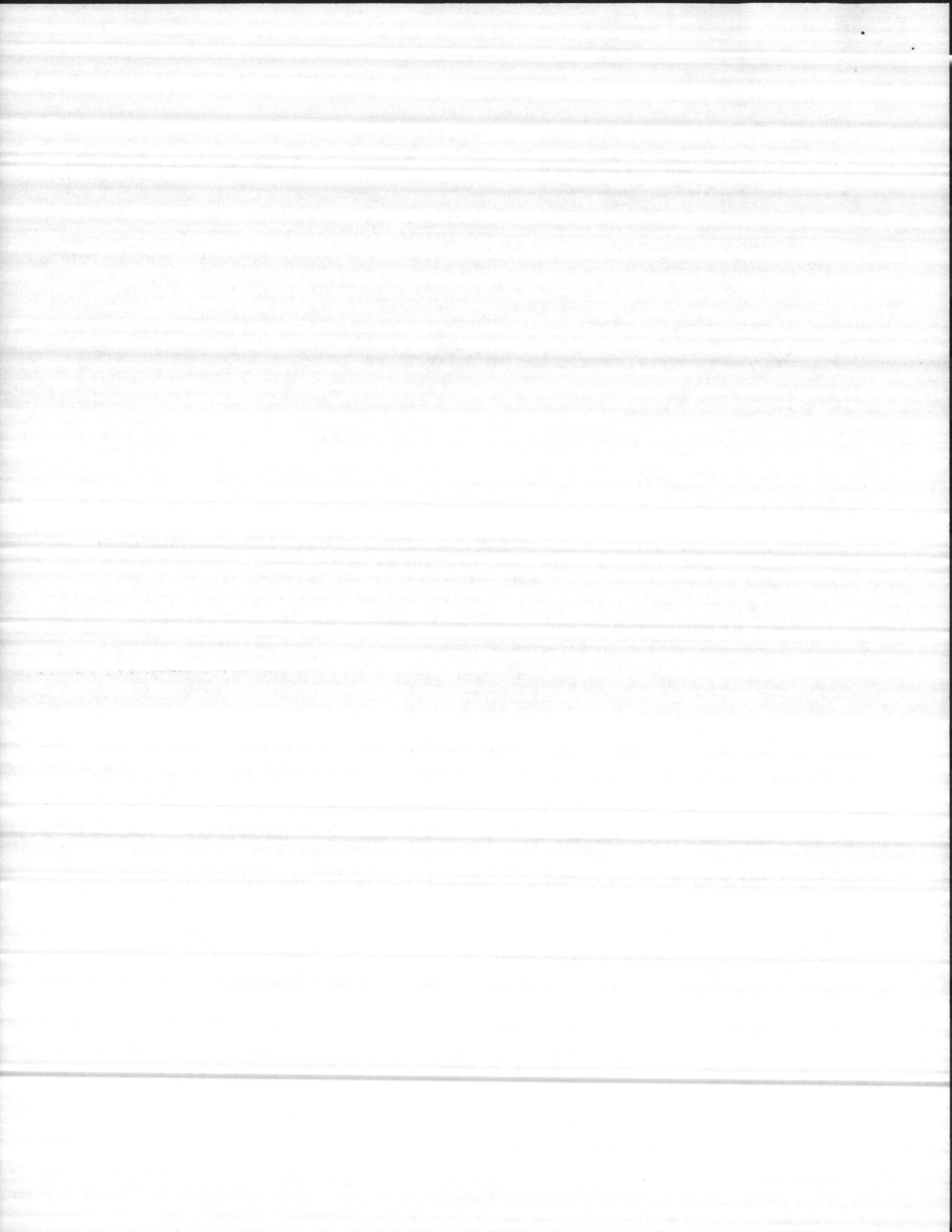
21. The Holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.



22. In connection with the performance of work under this permit, the Holder agrees as follows:

1. The Holder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Holder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Holder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Forest Service setting forth the provisions of this nondiscrimination clause.
2. The Holder will, in all solicitations or advertisements for employees placed by or on behalf of the Holder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Holder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Forest Service, advising the labor union or workers' representative of the Holder's commitments under this clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Holder will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 31, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Holder will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Forest Service and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Holder's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be canceled or terminated in whole or in part and the Holder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

TAKE
OUT



7. The Holder will include the provisions of the foregoing paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Holder will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Holder becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Forest Service, the Holder may request the United States to enter into such litigation to protect the interests of the United States.

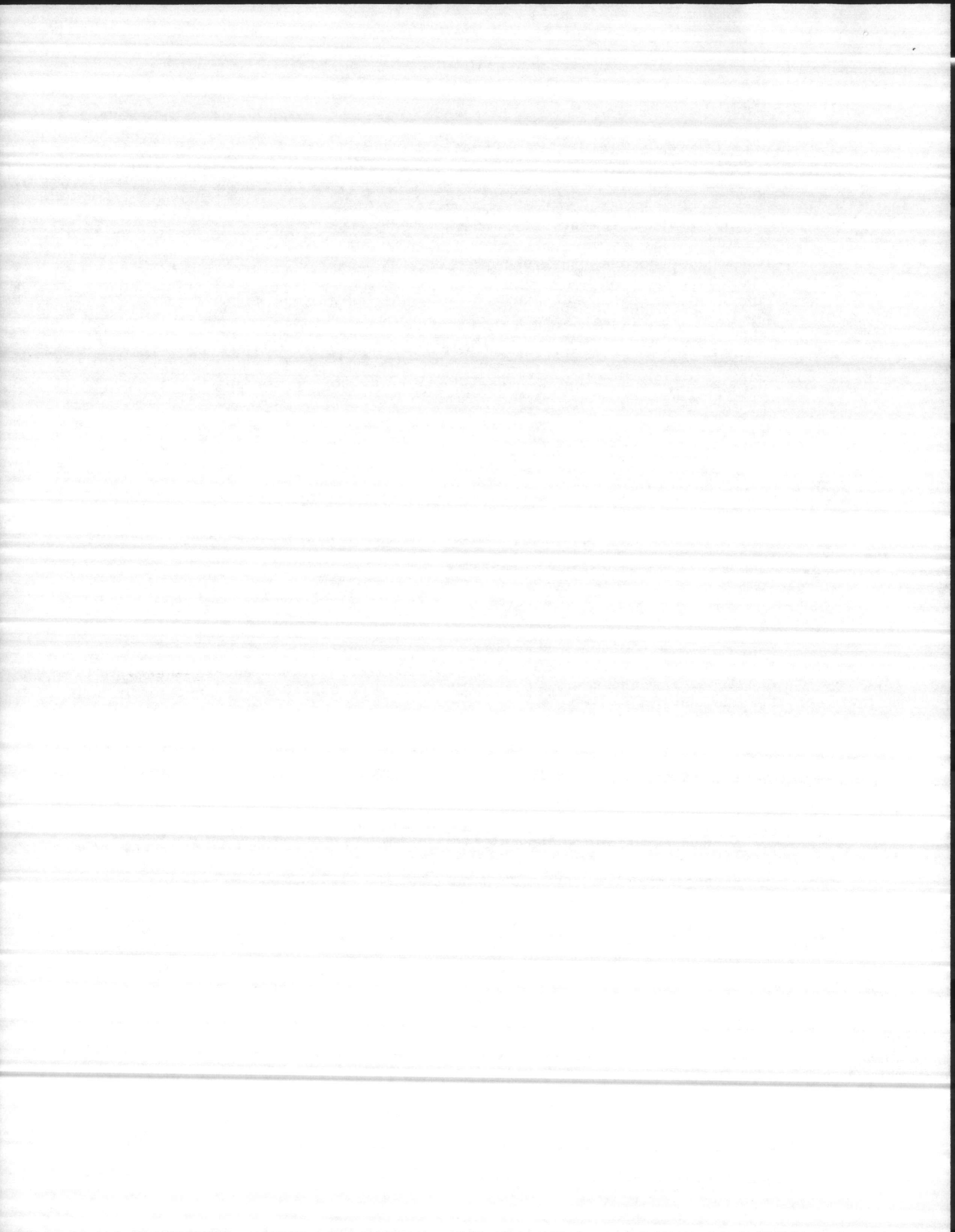
23. During the performance of this permit, the Holder agrees:

1. The Holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, or national origin by curtailing or refusing to furnish accommodations.
2. Title VI attaches coverage to the Holder's employment practices if discrimination in employment impeded the delivery of services and benefits to people on the basis of their race, color, or national origin.
3. The Holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.
4. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

24. No waste or byproducts shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies.

25. The Holder agrees to take all reasonable precaution to avoid damage to property and resources of the United States, and will, independently and upon request of the Forest Service, prevent and suppress fires on or near lands occupied, or to be occupied, under this permit, and to pay and indemnify the United States for any and all injury, loss, or damage, including but not limited to fire suppression costs, the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy to the maximum extent possible in accordance with State laws, ordinances, regulations, and rules.

26. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash, fish, etc., without the prior written approval of the Forest Service. A report of planned use of pesticides will be submitted annually by the Holder on the due date established by the Forest Supervisor. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed only when unexpected outbreaks of pests require control measures which were not anticipated at the time the annual report was submitted.



Only those pesticides registered by the Environmental Protection Agency for the specific purpose planned will be considered for use on these lands. Label instructions will be strictly followed in the preparation and application of pesticides and disposal of excess materials and containers.

27. The Holder shall join the Forest Service in preparing a fire plan which shall set forth in detail the plan for prevention, control, and extinguishing of fires on the permitted areas and within his area of responsibility defined on an included map. Such plans shall be jointly reviewed and revised at intervals of not less than three (3) years.

28. Department of Navy will reimburse the Forest Service for wages, salaries, travel, material, equipment use, and other expenses incurred by the Forest Service in performing work for Department of Navy as provided by this permit. Such repayment will be under the authority of Section 602, Economy Act, June 30, 1932, and the expenses itemized and identified by project and will be billed quarterly by Standard Form 1081 procedure. It is understood and agreed that Forest Service reimbursements will include an amount for general expense and for general supervision of project work by members of the regular organization not paid directly from project funds. It is also understood and agreed that the Forest Service will be reimbursed for annual and sick leave earned by project employees while employed on these projects.

29. This permit shall not be exclusive. The Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.

30. If, prior to or during excavation work, items of archaeological, paleontological, or historic value are reported or discovered, or an unknown deposit of such items is disturbed, the Holder will immediately cease excavation in the area so affected. Holder will then notify the Forest Service and will not resume excavation until written approval is given by the authorized officer.

If it deems it necessary or desirable, the Forest Service may require the Holder to have performed recovery, excavation, and preservation of the site and its artifacts at the Holder's expense. At the option of the Forest Service, this authorization may be terminated at no liability by the United States when such termination is deemed necessary or desirable to preserve or protect archaeological, paleontological, or historic sites and artifacts.

31. The Holder will reduce to writing all of its agreements with authorized users of the facilities covered by this permit, specifying therein, as a separate item, the rental and service charge for the use of said facilities, and will furnish a true copy of each such agreement and any changes therein to the authorized officer.

32. This permit supersedes a Special Use Permit designated:
Department of the Navy, Railroad Right-of-way dated May 3, 1956.

33. This authorization is issued for a period of 15 years ending on March 1, 2002.
If the right-of-way project or facility is still being used, operated, and maintained in accordance with the purpose of the authorization, and renewal is allowed under then existing law, and is consistent with the then existing Resource Management Plans for the affected land, the authorized officer will renew the authorization for a term he deems to be reasonable under the circumstances.

