

3 March 1955

Commissioner of Education
permits

Secretary of Navy

to use facilities for school purposes

PERMIT FOR SCHOOL PURPOSES
ON
MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA
(Midway Park) Extension

& Brewster Jr High)

see also PO-7



Section 204, P.L. 815
Operated under
Section 6, P.L. 874

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
Office of Education
Washington 25, D. C.

Project No. N.C.-51-C-FED-2A

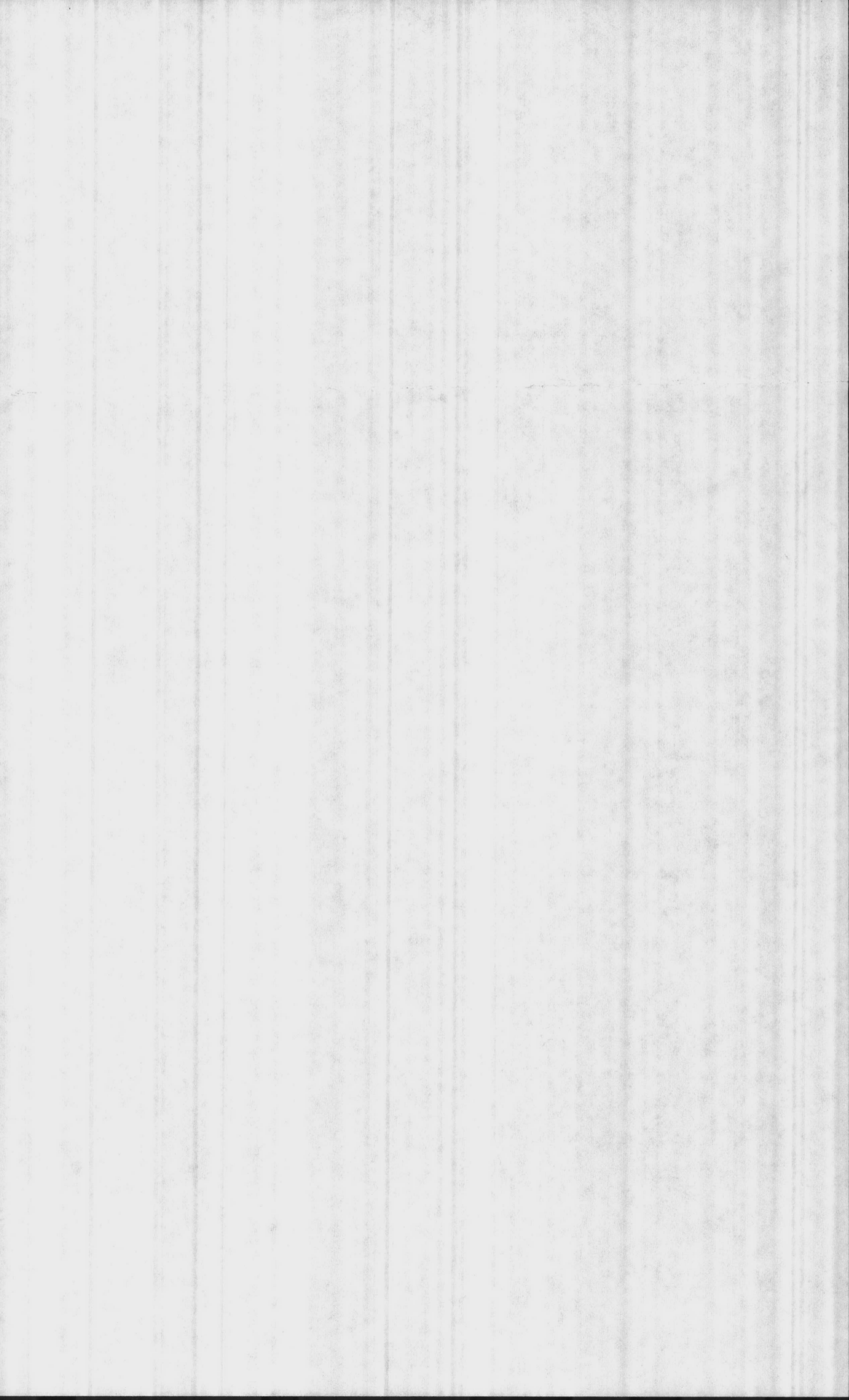
PERMIT FOR SCHOOL PURPOSES
ON
MARINE BARRACKS
CAMP LEJEUNE, NORTH CAROLINA

All correspondence in
connection with contract
should include reference
to No. NOy(R)-48715

The Secretary of the Navy, the officer (hereinafter called the Agency),
in charge of elementary and secondary school education at Marine Barracks, Camp
LeJeune, North Carolina, is hereby granted a permit beginning on the 3rd
day of March, 1955, by the Commissioner of Education, Department of
Health, Education, and Welfare (hereinafter called the Commissioner), to use and
occupy for school purposes, pursuant to the arrangement under Section 6 of Public
Law 874, 81st Congress, as amended, between the Commissioner and the Agency for each
fiscal year, and the permit dated January 24, 1954, to the Commissioner from the
Secretary of the Navy, all school buildings and other facilities located on the
land in the State of North Carolina, County of Onslow, which is described at the
end hereof, together with all equipment, furnishings and appurtenances (a detailed
inventory of which is attached hereto) installed therein or located thereon on the
date of this permit or thereafter provided by the Commissioner, all of which are
hereinafter collectively referred to as the Property.

This permit is granted subject to the following provisions and conditions:

1. That the Agency shall conduct in such facilities an education program
for children residing on Marine Barracks, Camp LeJeune, North Carolina, comparable
to that afforded children in comparable local school systems under the laws of the
State of North Carolina and in accordance with the current Section 6 arrangement
between the Commissioner and the Agency.
2. That the Agency shall pay all charges for utilities and services fur-
nished to the Property. Payment shall be made direct to the producing or supplying
company or to the Department of the Navy for the utilities and services which are
produced or supplied by each, respectively.
from funds made available by the Commissioner of Education pursuant
to said Section 6 arrangement
3. That the Agency shall use the Property during the term of this permit
for the purpose described above, subject to such reasonable rules and regulations
relative to ingress, egress, security and nonschool use as may be prescribed by



the Secretary of the Navy or the Officer in charge of the installation with the approval of the Commissioner of Education.

4. That the Agency shall maintain and keep the Property in good repair and operating condition on the present site, subject to reasonable instructions of the Commissioner, and, immediately upon the termination of this permit as herein provided, will deliver the possession of the same to the Commissioner in as good condition and state of repair as the Property is in when delivered to the Agency, reasonable wear and tear excepted. Repair to the Property requiring expenditures in excess of \$500.00 shall be upon plans approved by the Commissioner.

5. That the Agency shall permit the Commissioner, or his authorized representatives, at any reasonable time to enter upon and inspect the Property, and shall submit current inventories at the Commissioner's request of the equipment, furnishings and appurtenances located in the facilities or on the site.

6. That the Agency shall make such investigations and reports as the Commissioner may require relating to incidents occurring on or connected with said Property or arising from the functions hereunder which may give rise to a cause of action by or against the United States Government; and that the Agency shall save the Commissioner harmless from the Agency's gross negligence in its possession, use, maintenance, and operation of the Property or the fulfillment of its obligations hereunder.

7. That the Agency shall not assign or transfer its rights or interest under this permit, or transfer possession of, or remove, or dispose of the Property or any part thereof, or create or permit a lien or charge upon or claim against the Property or any part thereof, without the consent of the Commissioner evidenced in writing.

8. That the Commissioner makes no representations not herein contained concerning the Property; nor directly assumes any liability for any part of the cost of operating said Property and conducting an education program thereon, and indirectly only to the extent to which the Commissioner is authorized to make arrangements for free public education on the Property under Section 6 of Public Law 874, 81st Congress, as amended, as set forth in the arrangement between the



Agency and the Commissioner or any subsequent legislation in extension thereof or in substitution therefor.

9. That this permit is subject to Acts of Congress and any applicable Rules and Regulations which have been or may be promulgated by the Commissioner.

10. That the operation of school facilities which may be located on the property described herein shall be conducted without segregation on the basis of race or color after Aug 31, 1955.

This permit shall remain in effect until terminated by mutual agreement of the parties or revoked by the Commissioner. Any of the following reasons shall be a ground for revocation by the Commissioner:

- (a) Failure of the Agency to operate the Property in accordance with the terms and conditions of this permit and the arrangements between the Commissioner and the Agency under Section 6 of Public Law 874;
- (b) Determination by the Commissioner that other arrangements will better serve the interests of the United States or the children involved;
- (c) Termination of the permit for the use of the land granted to the Commissioner by the Secretary of the Navy under date of January 24, 1954;
- (d) Termination of the facts and conditions upon which the Commissioner's authority to provide the Property is based; or
- (e) Termination of the authority and responsibility of the Commissioner to provide school facilities and make arrangements for free public education for children who reside on Federal establishments under Public Laws 815 and 874, 81st Congress, or subsequent laws of the United States.

IN WITNESS WHEREOF, AND BY THE DIRECTION OF THE COMMISSIONER, I have hereunto set my hand and caused the seal of the Office of Education to be affixed, this 21st day of January, 1955.

FOR THE COMMISSIONER OF EDUCATION

(sgd.) Rall I. Grigsby
Rall I. Grigsby
Director, School Assistance in
Federally Affected Areas

(Seal)

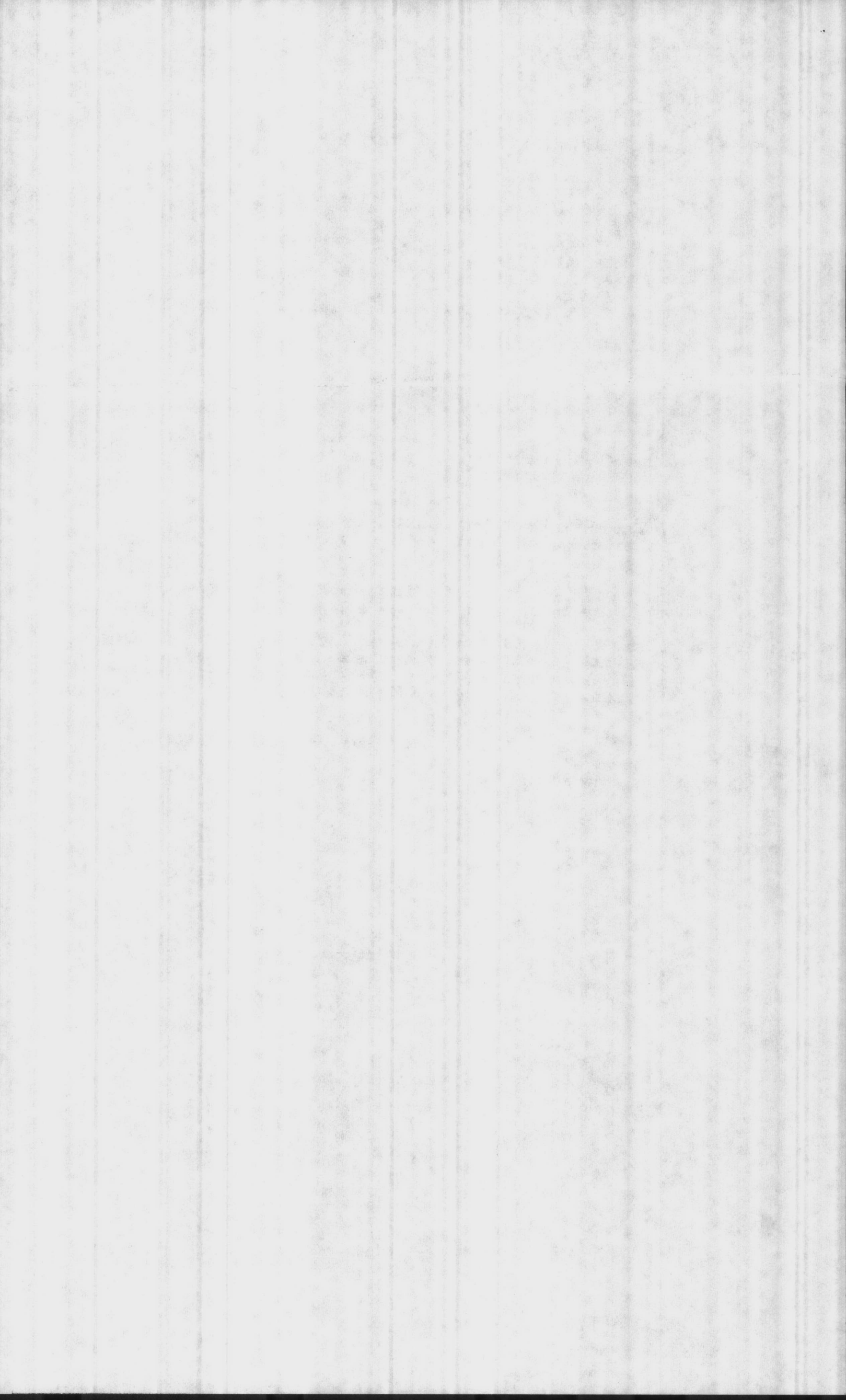
The Agency hereby consents and agrees to the above provisions and conditions.

/s/ Willis R. Dudley
For the

DEPARTMENT OF THE NAVY

Full Legal Name of Agency

By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy



Certificate of Authentication

I, _____, certify that I, as Officer in
command of _____, have authority
to accept this permit on behalf of _____ and undertake
the obligations hereunder.

(Title)

Description of Land:

TRACT NO. 1

1.58 acres, more or less, located at Midway Park within the CAMP, and more particularly described as follows:

Commencing at USMC Monument No. 351, located at the intersection of Butler Drive North and Fourth Street in Midway Park; thence N. 33° 50' 48" W., 191.85 feet to the true point of beginning:

Thence, N. 52° 37' 36" W., 77.14 feet to a point in the southeasterly line of the boundary of the original school site, custody of which was entrusted to the Navy by the Commissioner of Public Buildings on the 2nd day of October 1944; thence S. 38° 20' 17" W., along the boundary of said site, 30.44 feet to a point in the north right of way line of Butler Drive North; thence along said right of way line N. 51° 39' 43" W., 332.0 feet; thence N. 38° 20' 17" E., 30.22 feet; thence leaving the boundary of said original school site and running through lands of the Midway Park Housing Project, N. 51° 39' 43" W., 51.56 feet; thence N. 38° 20' 17" E., 132.28 feet; thence S. 51° 39' 43" E., 51.56 feet to the most northerly corner of said original school site; thence continuing with the same bearing, binding on the northeasterly line of said original school site, 332 feet to a corner of said site; thence continuing with the same bearing, through lands of the Midway Park Housing Project, 19.85 feet (the total distance along the aforesaid course being 403.41 feet); thence S. 2° 26' 38" E., 76.57 feet; thence S. 32° 48' 58" W., 73.26 feet to the point of beginning; all as more completely delineated on a drawing entitled Midway Park Primary School, Original Site & Extensions, Marine Barracks, Camp LeJeune, North Carolina, 3/17/53.

TRACT NO. 2

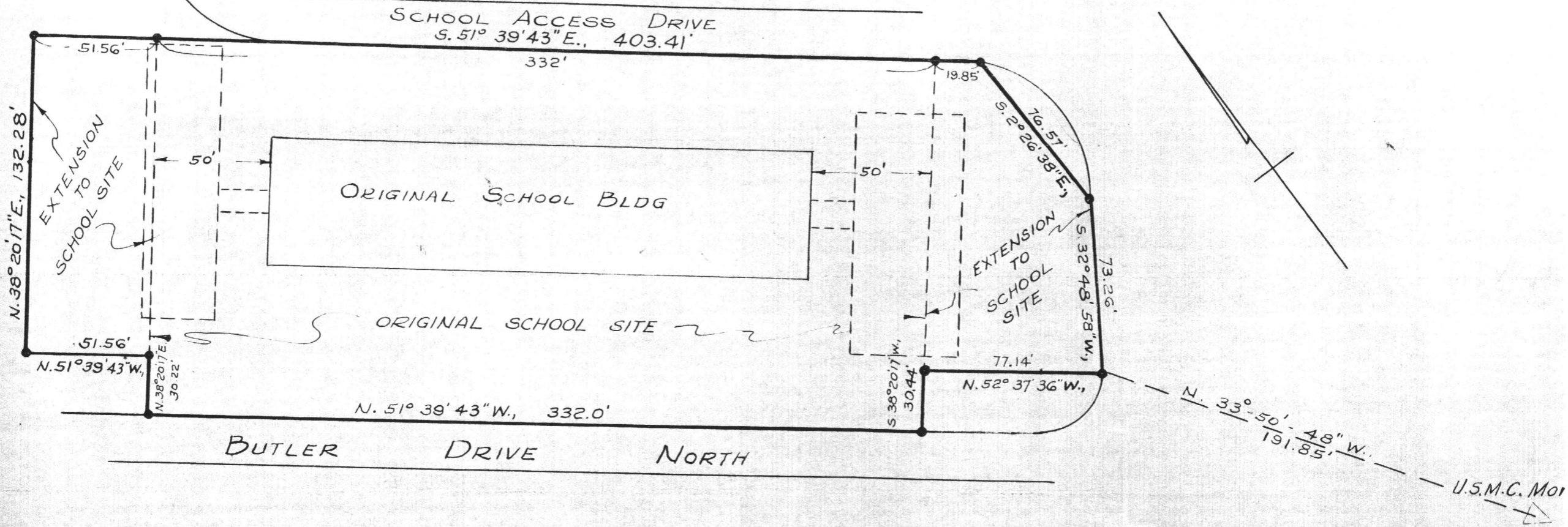
30.16 acres, more or less, within the CAMP, and more particularly described as follows:

Commencing at USMC Monument No. 94, N. C. Grid Coordinates N. 356,087.54 and E., 2,497,264.72 located approximately 210 feet south of Brewster Boulevard near Camp School, Camp LeJeune, N. C., proceed N. 00° 37' 30" W. a distance of 162.39 feet to the true point of beginning:

Thence, S. 6° 47' 47" E. a distance of 1171.81 feet to a point; thence S. 80° 19' 45" W. a distance of 1073.40 feet to a point; thence N. 6° 47' 32" W. a distance of 1225.80 feet to a point on the southerly R/W line of Brewster Boulevard; thence along said R/W line N. 83° 12' 20" E. a distance of 1071.99 feet to the point of beginning; all as more completely delineated on a drawing entitled Camp LeJeune Elementary School and High School, Plat and Boundary Survey No. 566967, Revised Boundary Survey to Original, "B", 10-9-53,

together with necessary rights of ingress and egress over existing roadways and streets of the CAMP to enter, leave, and travel between the above-described Tracts 1 and 2.





MIDWAY PARK PRIMARY SCHOOL
 ORIGINAL SITE & EXTENSION
 MARINE BARRACKS
 CAMP LEJEUNE
 NORTH CAROLINA
 Scale :- 1" = 50'
 3/17/53

