Date ROUTING AND TRANSMITTAL SLIP TO: (Name, office symbol, room number. building, Agency/Post) Action File Note and Return Per Conversation Approval For Clearance As Requested For Correction Prepare Reply Circulate For Your Information See Me Signature Comment **Investigate** Coordination Justify REMARKS Dear Pete 1. Per our placer, enclosed is a draft copy of an mou developed by Army Erg. Please review for conten as it pertains to your area of expertise 2. I will then repend t to care DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions Room No .- Bldg. FROM: (Name, org. symbol, Agency/Post) Phone No. 5521 OPTIONAL FORM 41 (Rev. 7-76) S/N 0107-LF-000-4100 Prescribed by GSA FPMR (41 CFR) 101-11.206

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15 May 1986

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. ARMY ENGINEER DISTRICT, WILMINGTON
CORPS OF ENGINEERS
AND THE
UNITED STATES MARINE CORPS
CAMP LEJEUNE

WHEREAS, the Corps of Engineers desires to use facilities of the Marine Corps at Hubert, N.C. (Fire Tower Site, ST-7).

WHEREAS, The Marine Corps is desirous of making available to the Corps of Engineers the use of this facility.

NOW, THEREFORE, The Commanding General, Camp Lejeune, herein referred to as USMC and the District Engineer, Wilmington, Acting by and through the District, Engineer, U.S. Army Engineer District, Savannah, Georgia, herein referred to as COE, agree as follows:

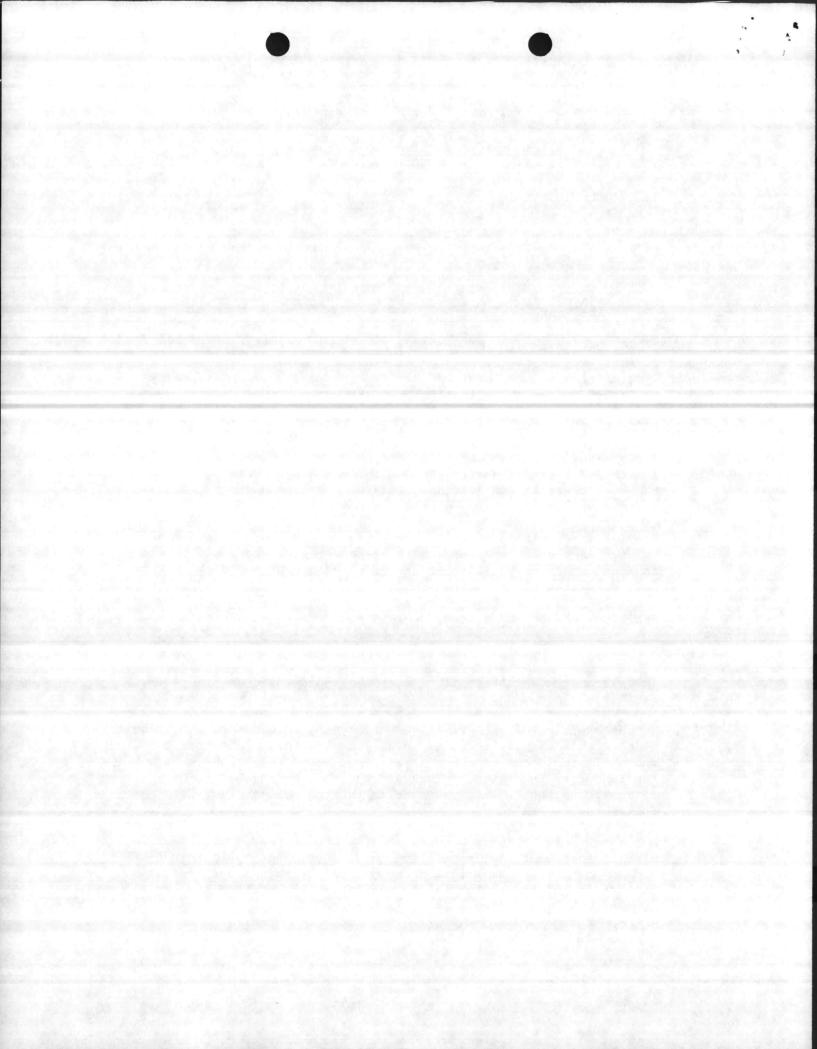
## A. THE MARINE CORPS WILL:

- 1. Grant permission, subject to all valid existing claims and to limitation included herein, to COE for use of a portion of the fire tower and site at Hubert, N.C., for the purpose of installing 2GHz point to point radio communication equipment.
- 2. Provide space within the fire tower fenced area for placement of an  $10^{\circ}$  x 8° equipment shelter, emergency power generator, and LP gas tank and space on the fire tower for placement of two dish antennas and their transmission lines.

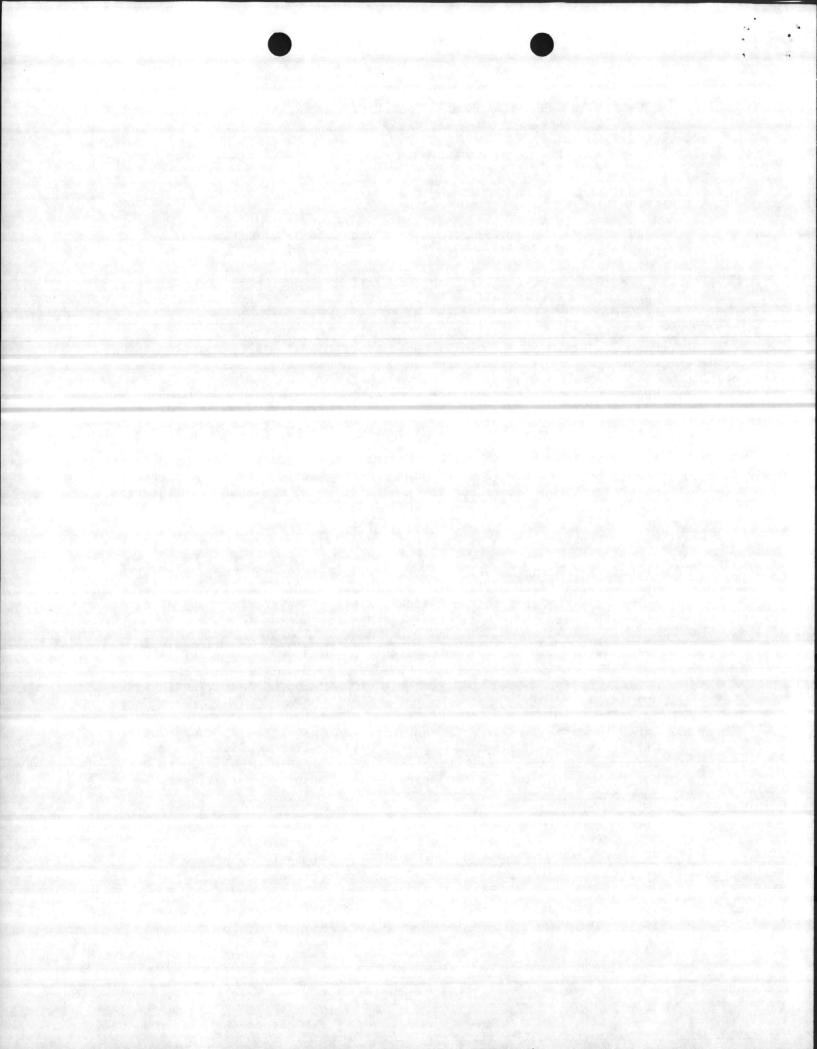
Exhibits "A" and "B" attached hereto and made a part hereof.

## B. THE COE WILL:

- Install at the specified sites only the equipment specified in Exhibits "A" and "B".
- 2. In the exercise of the privileges granted by this memorandum, require that at this site, all COE employees, contractors, subcontractors, and their employees comply with all applicable conditions of the Memorandum of Understanding between the U.S. Marine Corps, Camp Lejeune, and the U.S. Army Engineer District, Wilmington, Corps of Engineers.
- 3. Maintain their improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the USMC; and in exercising the privilege authorized by this Memorandum, comply with the regulations of the USMC and laws which are applicable to the area or operations covered by this Memorandum.



Take all reasonable precautions to prevent and suppress forest fires and shall not dispose of any material by burning on this site. Agree that lightning, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomenons that present risks which COE assumes for COE equipment. COE has the responsibility of inspecting the site, right-of-way, and immediate adjoining areas for dangerous trees, hanging limbs, and other evidence of conditions hazardous to COE equipment and notifying the USMC for removal if possible. Agree that the installation and operation of equipment is contingent upon the installation layout plans attached hereto and made a part hereof as Exhibit "A". Any and all subsequent relocations, alterations, modifications, revisions, additions, construction or reconstruction of equipment, including antennas, shall require advance notification and approval of the USMC. Protect the scenic esthetic values of the area under this Memorandum and the adjacent land so far as possible with the authorized use, during construction, operation, and maintenance of the improvements. Assume full obligation for any and all liabilities for damage to life or property arising from the COE occupancy and/or use of the sites under this Memorandum; and shall save and hold the USMC harmless from and all claims for damages by third parties resulting from such COE operations, occupancy and/or use to the extent authorized by the Federal Tort Claims Act, as amended or any other applicable law. 9. Install and maintain all electrical wiring in strict compliance with safety rules dealing with electrical supply and communications lines which are set forth in the National Electric Safety Code and also with all applicable local codes and USMC standards. 10. Not construe this Memorandum to imply permission to build or maintain any structure not specifically named on the face of this Memorandum, or approved by the USMC in the form of a new Memorandum or Memorandum amendment. 11. Agree to permit the free and unrestricted inspection of equipment at all times to authorized USMC personnel for all lawful and proper purposes not inconsistent with the intent of this Memorandum or with the reasonable exercise and enjoyment by COE of the privileges thereof. USMC AND COE MUTUALLY AGREE: 1. That this Memorandum shall automatically terminate upon receipt of written notice from COE stating that the concessions within the terms of this Memorandum are no longer needed for the intended purposes, and shall revert to and revert in the USMC without further formality as if this agreement had never been executed.



2. That upon termination of this Memorandum, the COE shall have the right to remove all COE equipment from said land or shall have the option to leave said equipment, providing the parties hereto agree. Prior to removal of the improvements, removal plans will be submitted for review and approval of the USMC.

ATTACHED hereto and made a part hereof:

Exhibit A - Plan View of Site

Exhibit B - Antennae Location

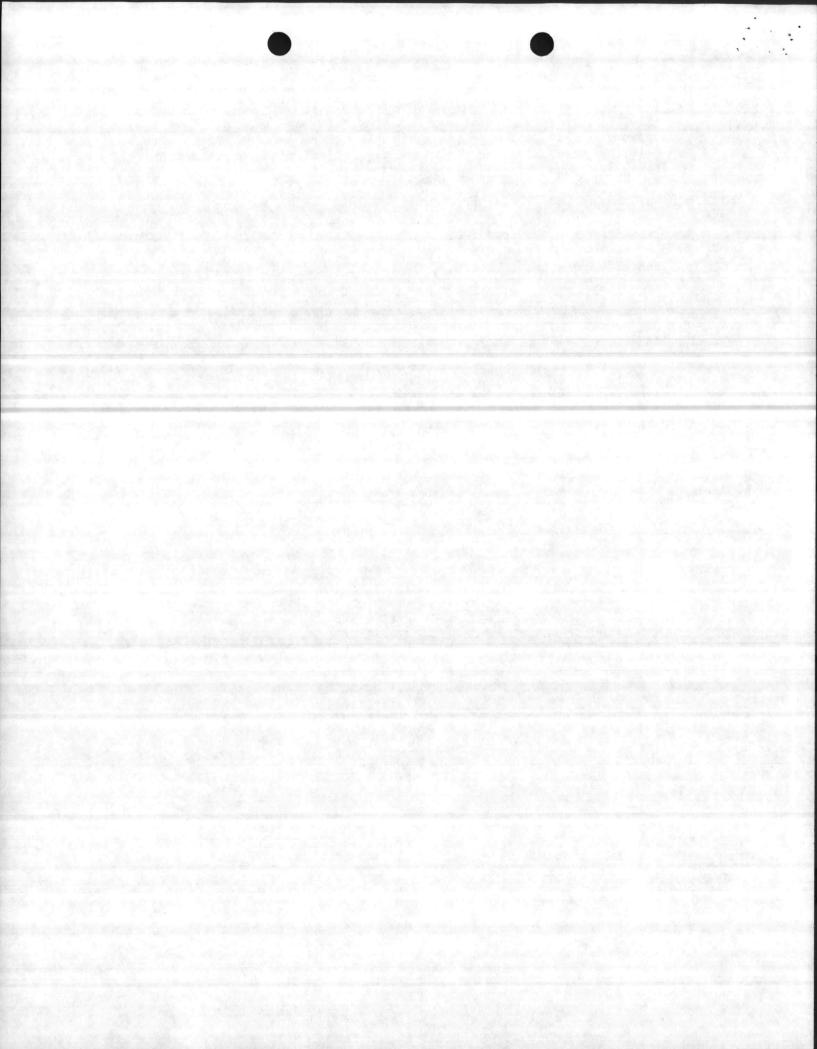
CORPS OF ENGINEERS, SAVANNAH

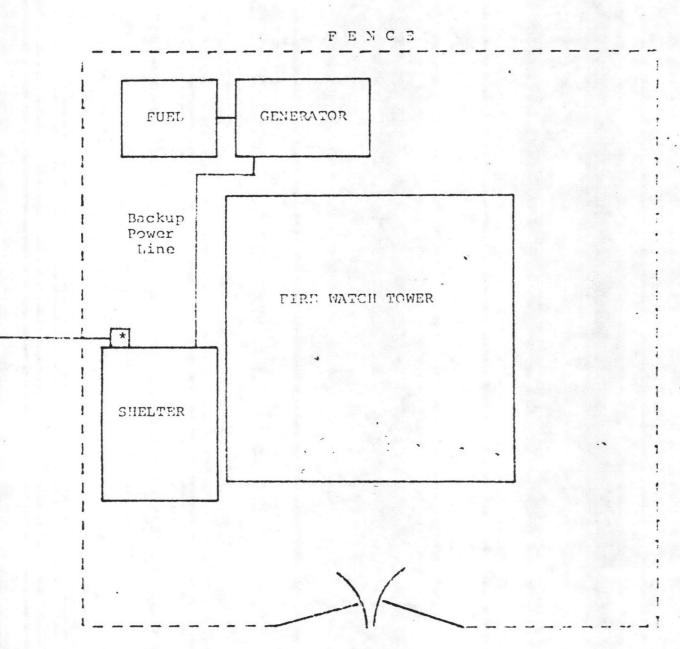
Date:

BY:

TITLE:

Date:	BY:
	UNITED STATES MARINE CORPS, CAMP LEJEUNE, N.C.
Date:	BY: TITLE





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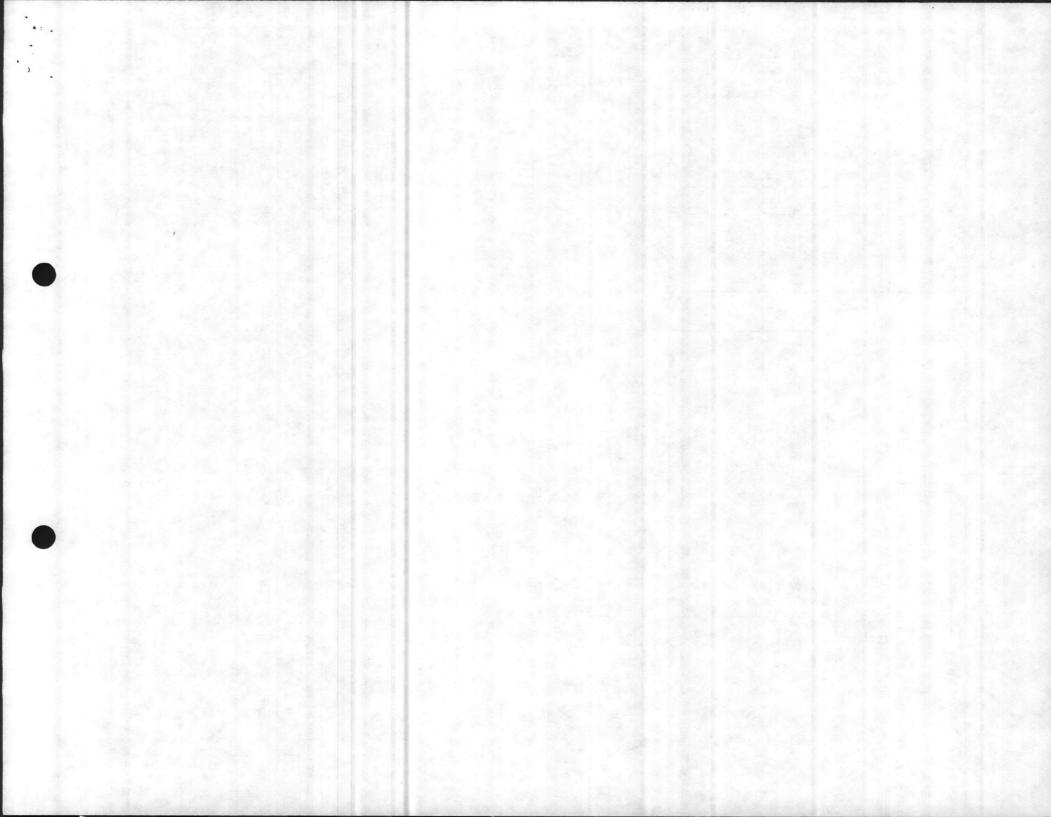
- All power cables will be buried
- Fuel source will be LP Gas
- Power meter will be mounted next to the Equipment Shelter (\*)

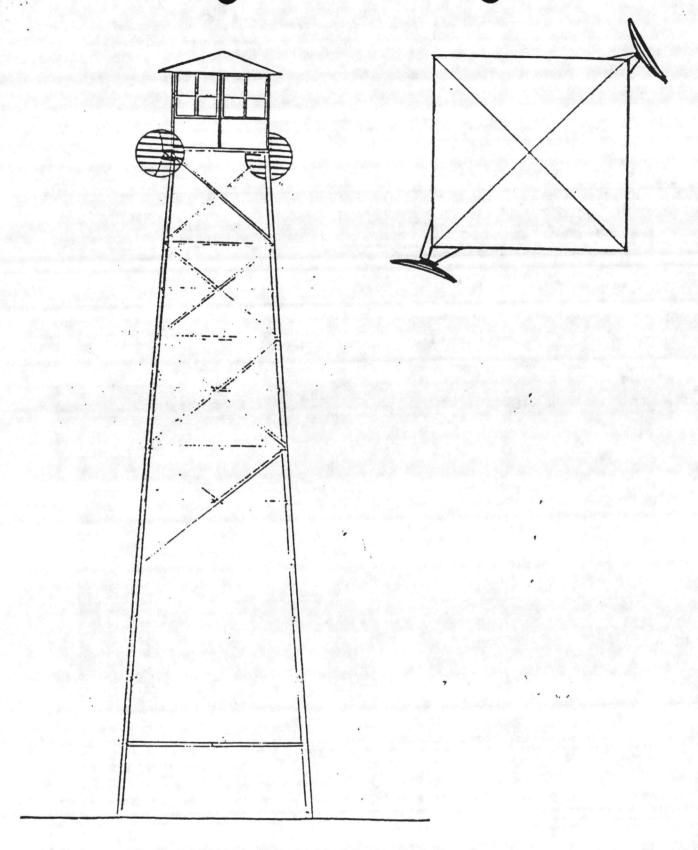
Telecommunications Control
Corporation

TITLE: Camp LeJoune COE Coastal Microwave Relay Site Layout

Scale: 1' = 5"

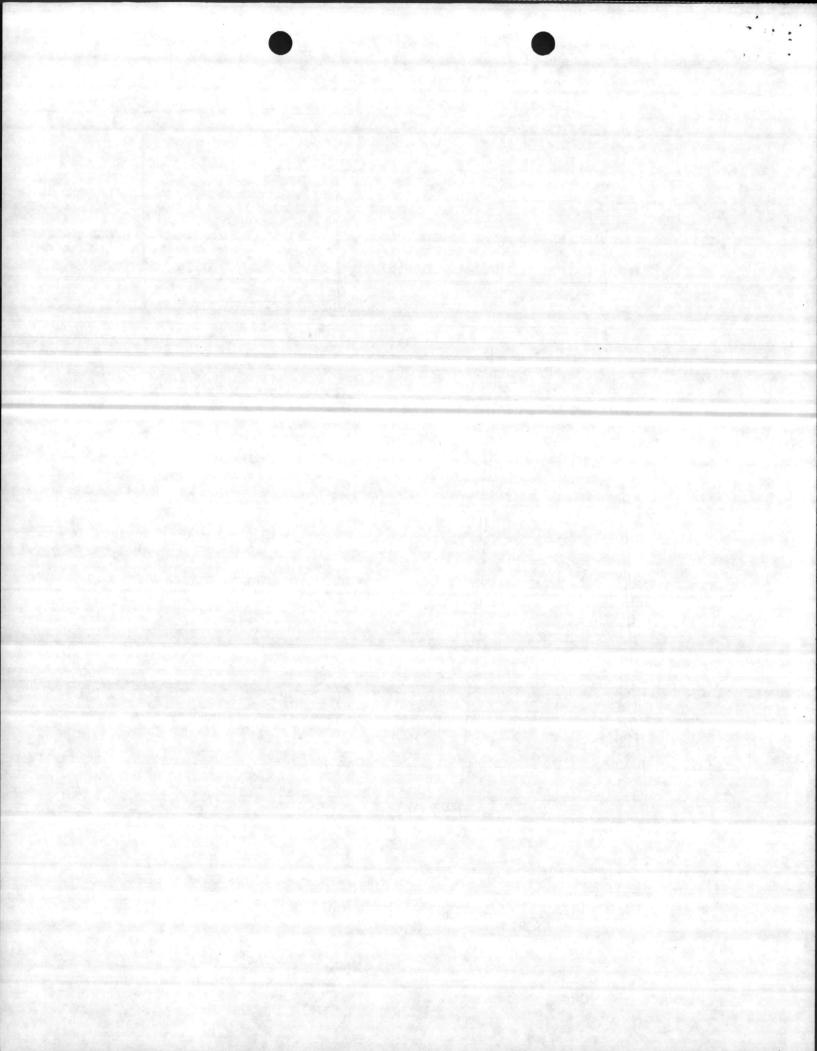
EXHIBIT "A"

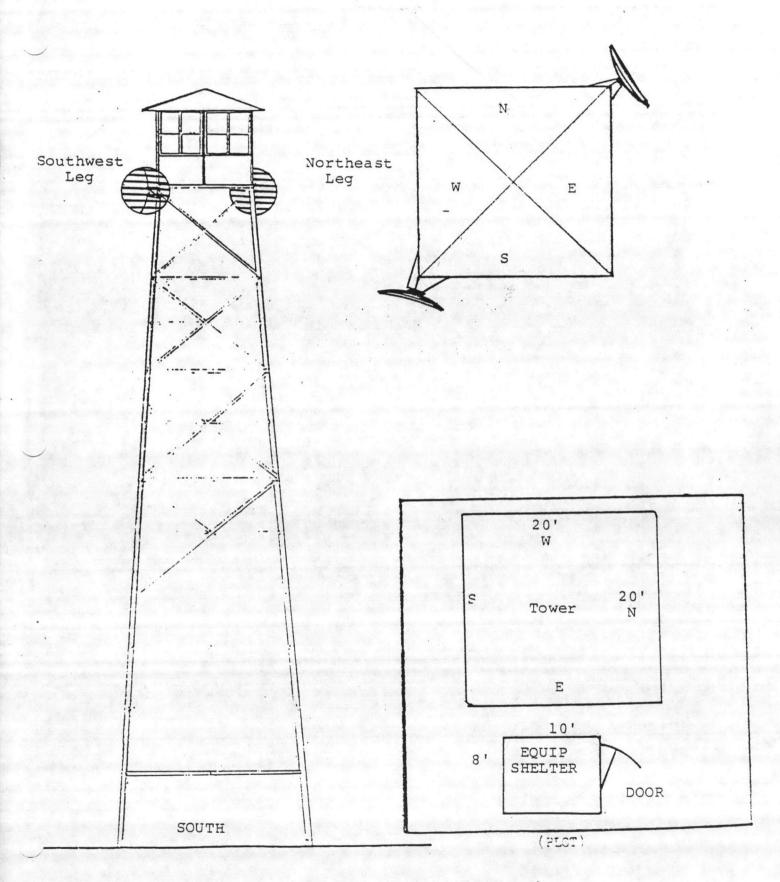




CAMP LEJEUNE COE COASTAL MICROWAVE ANTENNA PLACEMENT

EXHIBIT "B"





CAMP LEJEUNE SITE LAYOUT (NOT TO SCALE)

