

GENERAL AGREEMENT

Between the

NATIONAL PARK SERVICE

and the

UNITED STATES COAST GUARD

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Article I - Background and Objectives

This General Agreement between the National Park Service, U.S. Department of the Interior, and the U.S. Coast Guard, Department of Transportation, is entered into by authority of 16 U.S.C. 1(g).

WHEREAS, the establishment of the Cape Hatteras National Seashore was provided for by the Act of August 17, 1937, (50 STAT. 669, 16 U.S.C. 459, et seq.) as amended, (hereinafter the Act); and

WHEREAS, the Act provides that the Cape Hatteras National Seashore shall be under the administration and protection of the National Park Service, (hereinafter Service); and

WHEREAS, there are certain lands and improvements formerly known as the U.S. Naval Facility near the village of Buxton, North Carolina, which are part of the Cape Hatteras National Seashore and are administered by the Service; and

WHEREAS, the United States Coast Guard (hereinafter Coast Guard) has requested the use of a portion of said lands for a support facility; and

WHEREAS, while said lands are not excess to the Service they are better suited for use as a Coast Guard support facility providing for the general welfare and safety of the Park's visitors, residents of the Outer Banks, and maritime traffic along the shores of the Park; and

WHEREAS, the use of said lands by the Coast Guard is consistent with the purposes established by law for the Park, is not in degradation of its purposes and values and is compatible with National Park Service programs.

NOW THEREFORE, in consideration of the foregoing premises and the covenants hereinafter set forth, the Service and the Coast Guard do mutually agree as follows:

Article II – Statement of Work

The Service agrees to:

1. Grant to the Coast Guard the right to use and occupy a tract of land located near the village of Buxton, North Carolina, more particularly described in Attachment “A” hereto and incorporated herein for the Coast Guards general station and troop quarters on Hatteras Island, North Carolina.
2. The Superintendent shall have complete charge of the administration of this Agreement and shall exercise full supervision and general direction thereof insofar as the interests of the Service are affected.

The Coast Guard agrees to:

1. Use the land described for the sole purpose of operating and maintaining a United States Coast Guard Facility.
2. Defray all costs and expenses incurred in connection with the construction, operation and maintenance of the facility at no cost or expense to the Service.
3. Assume all financial and other liability for the acts and omissions of its employees, volunteers, contractors and representatives within the assigned land under this agreement.
4. Not assign or transfer the use of this property without the written approval of the Service.
5. Construct, operate and maintain its facility to the maximum extent practical consistent with the environs of the Cape Hatteras National Seashore, including but not limited to compatible maintenance and landscaping of the premises, prompt disposal of garbage at approved sites, and construction of compatible improvements. The Coast Guard shall provide to the Superintendent all plans for any construction at the site for review and approval to assure compatibility with the Seashore to the maximum extent possible.
6. Not conduct mining operations, remove any sand, gravel or kindred substances or permit the same to be done by others, without the written consent of the Superintendent.
7. Take all reasonable precautions to prevent forest, brush, grass and structural fires and in accordance with 14 USC 141 and 42 USC 1856, et seq., shall assist the Service in extinguishing such fires in the vicinity of the subject premises.
8. Conduct an on-site survey of archeological and/or cultural resources by a mutually agreed upon professional archeologist prior to commencement of any physical changes or construction on the lands, structures, improvements or roads which are the subject of this Agreement. Any such change or construction must first be approved in writing by the National Park Service before work may commence. The authorized activities shall be suspended immediately should any

unidentified archeological or other cultural resources be encountered within the approved area. Cape Hatters National Seashore's Chief of Natural and Cultural Resources must be notified immediately.

9. Exercise particular care to avoid disturbing or destroying wildlife and vegetation and not applying any pesticides or herbicides without the expressed written approval of the Service.

Article III - Term of Agreement

This Agreement shall terminate FIVE YEARS from the stated date of signature below.

Article IV - Key Officials

All notices and inquires pertaining to this Agreement should be directed to:

For the Service:

Superintendent
National Park Service
Outer Banks Group
1401 National Park Drive
Manteo, North Carolina 27954

For the Coast Guard:

Commanding Officer
United States Coast Guard
Civil Engineering Unit
1240 East Ninth Street
Cleveland, Ohio 44199-2060

Article V - Property Utilization

Title to Coast Guard installed improvements shall remain in the Coast Guard during the term of this Agreement. The Coast Guard may remove all improvements prior to the expiration or earlier termination of this Agreement or within a reasonable time as agreed to by both parties after termination in the absence of sufficient advance notice to permit prior removal. If the Coast Guard exercises its right to remove part or all of the improvements, it shall restore compatible landscaping to the premises as approved by the Service. If the Coast Guard does not exercise this right, the improvements will be excised by the Coast Guard, disposed of in accordance with Federal Real Property Management Regulations and thereafter the Coast Guard shall restore the premises to compatible landscaping as approved by the Service. Prior to vacating the land, the Coast Guard will conduct a hazardous materials site survey and be responsible for any associated clean-up or mitigation costs and actions.

Article VI - Modification and Termination

When mutually agreed upon by the Service and the Coast Guard, this Agreement may be extended by the execution of a written memorandum agreement signed by both parties which shall be incorporated herein by reference.

Article VII - Standard Clauses

Civil Rights

During the performance of this Agreement, the parties agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, sex orientation, national origin, disabilities, religion, age or sex.

Officials Not to Benefit

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 therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

Promotions

The Coast Guard will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service, or position which the parties represents. No release of information relating to this Agreement may state or imply the Coast Guard's work product to be superior to other products or services.

Public Information Release

The Coast Guard will obtain prior Government approval from the Services Superintendent for any public information releases which refer to the Department of the Interior, any bureau, park unit or employee of the National Park Service, or this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with request for approval.

Article VIII - Signatures and Dates

This Agreement entered into on this 30th day of October, 2001.

National Park Service

By: Lawrence A. Belli
Superintendent

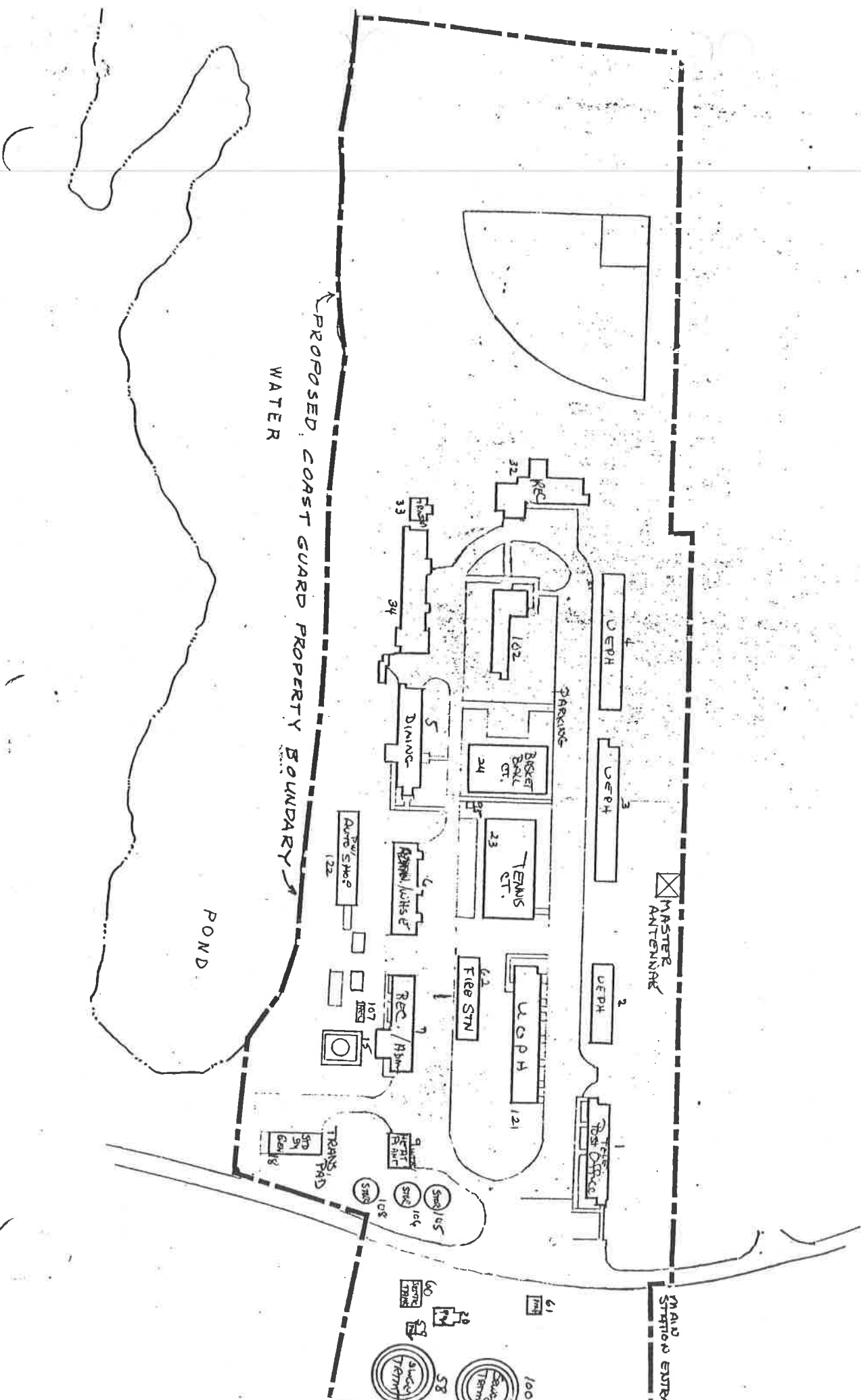
National Park Service
Outer Banks Group
1401 National Park Drive
Manteo, North Carolina 27954

United States Coast Guard

By: Mitchell Walter Linder
Real Property Specialist

United States Coast Guard
Civil Engineering Unit
1240 East Ninth Street
Cleveland, Ohio 44199-2060

Attachment "A"
Map of Coast Guard Station
To Be Prepared & Attached
By
U.S. Coast Guard



ND 3724
 12/13/82
 USCG Acquisition
 of USNARFAD
 BuXtem,inc
 Project No 2218

The Former Navy Facilities

The former Navy facilities at Buxton are located on seven acres of Navy land and approximately 50 acres of National Park Service land, under special use permit. The facilities include 48 buildings containing a total of 109,563 square feet. This includes 27 units of family housing; administrative, warehousing, and maintenance areas; a barracks space and a seven-room billeting area; medical and dental facilities; commissary and post exchange; dining and mess facilities; auditorium; club building; builder's shop; and recreational facilities, including tennis courts, small guy and softball diamond. The facility also includes a sewage treatment system, two steam boilers, six diesel generators and a TV antenna tower.

The permit to the Navy by the National Park Service stipulated that the Navy would remove the developments and return the area to natural conditions when it was no longer needed. A 1980 estimate of demolition and restoration of this area was \$500,000.