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MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
UNITED STATES DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU), made and entered into this 13th day of March, 1984, by and between the National Park Service, UNITED STATES DEPARTMENT OF THE INTERIOR (hereinafter the SERVICE), acting by and through the Superintendent, Cape Hatteras National Seashore, and the United States Coast Guard, UNITED STATES DEPARTMENT OF TRANSPORTATION (hereinafter the COAST GUARD):

W I T N E S S E T H:

ARTICLE I.

✓ WHEREAS, the establishment of the Cape Hatteras National Seashore Recreational Area 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 Recreational Area shall be under the administration and protection of the National Park Service; and

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

WHEREAS, the COAST GUARD has requested the use of a portion of said lands for a Support Facility; and

WHEREAS, said lands are not excess to the SERVICE but are not presently required for its purposes; and

WHEREAS, the use of said lands by the COAST GUARD will not be incompatible with the continuing SERVICE requirement which necessitates retention of the property and will not interfere with the SERVICE's use of its adjoining property; and

WHEREAS, the SERVICE is agreeable to the use of the said lands by the COAST GUARD upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants hereinafter set forth, the SERVICE and the COAST GUARD, mutually agree as follows:

ARTICLE II.

A. The SERVICE shall:

1. Upon execution of this MOU, grant to the COAST GUARD the right to use, for a period of five years (5) from the date hereof, the tract of land located near the village of Buxton, North Carolina which is more particularly described in Attachment I hereto and is incorporated herein and made a part of this MOU.
2. Through the Superintendent, have complete charge of the administration of this MOU and shall exercise full supervision and general direction thereof insofar as the interests of the SERVICE are affected.
3. Agree that title to COAST GUARD installed improvements shall remain in the COAST GUARD during the term of the MOU. The COAST GUARD may remove all improvements prior to the expiration or earlier termination of the MOU, or within a reasonable time 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. If the COAST GUARD does not exercise this right, the improvements will be excessed by

the COAST GUARD and disposed of in accordance with Federal Real Property Management Regulations.

B. The COAST GUARD shall:

1. Use the land described for the sole purpose of operating and maintaining a U.S. Coast Guard facility.
2. Defray all costs and expenses incurred in connection with the construction, operation and maintenance of the COAST GUARD Support Facility at no cost or expense to the SERVICE.
3. Not assign or transfer the use of this property without the written approval of the SERVICE.
4. Construct, operate and maintain its Support 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. Further, the COAST GUARD agrees that the Superintendent, National Park Service, Cape Hatteras National Seashore will review the COAST GUARD's master plan to assure compatibility with the Seashore to the maximum extent possible.

5. 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.

6. 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 Park Service in extinguishing such fires in the vicinity of the subject premises.

7. Either remove all improvements prior to the expiration or earlier termination of the MOU, or within a reasonable time 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. Or if the COAST GUARD does not exercise this right, the improvements will be excised by the COAST GUARD and disposed of in accordance with Federal Real Property Management Regulations.

ARTICLE III.

This MOU shall be effective on the date hereinabove first written and shall terminate on the 12th day of March 1989.

~~This MOU may be terminated by either party hereto upon one hundred eighty (180) days written notice to the other party. *~~

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When mutually agreed upon by the SERVICE and the COAST GUARD, this agreement may be extended by the execution of a written agreement, by the SERVICE and the COAST GUARD and incorporated by reference into this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date first above written.

UNITED STATES DEPARTMENT
OF THE INTERIOR
NATIONAL PARK SERVICE

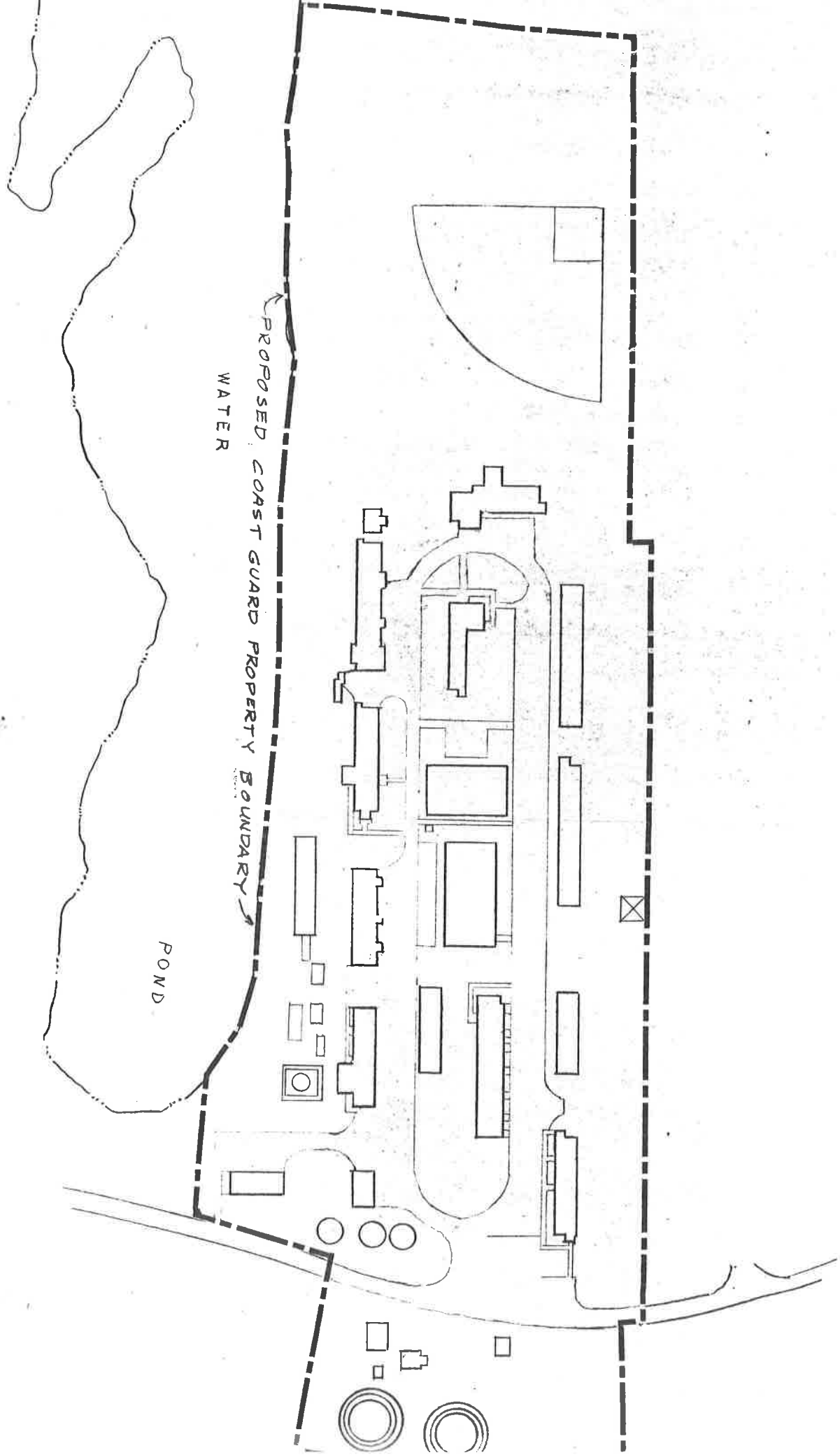
By *James L. Hulen*
Superintendent, Cape Hatteras
National Seashore Recreational Area

UNITED STATES DEPARTMENT
OF TRANSPORTATION
UNITED STATES COAST GUARD

By *John A. Covert*
Commander,
Fifth Coast Guard District

* After (1) a reasonable written notice by the SERVICE to the COAST GUARD to cease and correct a breach of any of the conditions herein and (2) the failure of the COAST GUARD to comply with this request within a reasonable period of time, the SERVICE may terminate this MOU upon sixty (60) days written notice to the COAST GUARD.

JK
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PROPOSED COAST GUARD PROPERTY BOUNDARY

POND

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