

USE AGREEMENT

THIS USE AGREEMENT, made this 29th day of June 1982, by and between the Department of the Navy, hereinafter called Navy, and the Department of Transportation, United States Coast Guard, hereinafter called Coast Guard,

WITNESSETH:

WHEREAS, the Navy holds certain lands in Buxton, North Carolina, under Special Use Permit Number NOy(R)49282 from the National Park Service; and the Navy owns 7.96 acres on which are constructed 27 units of family housing adjacent to the above land; and

WHEREAS, the Coast Guard has requested use of a portion of said lands for a Coast Guard Personnel Support Facility; and

WHEREAS, the Navy is agreeable to such proposed use by the Coast Guard upon the terms and conditions hereinafter provided.

NOW THEREFORE, the Navy does hereby grant unto the Coast Guard the right to use, for a period of two (2) years from the date hereof, the property shown on Coast Guard Drawing No. ND3762 which is attached hereto and made a part hereof as Exhibit "A".

THIS USE AGREEMENT IS GRANTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The Navy hereby grants to the Coast Guard permission to use the said lands and facilities together with the necessary rights of ingress and egress.
2. This Use agreement is effective for a period of two (2) years from the date hereinabove written and is revocable at any time upon mutual agreement between the Navy and the Coast Guard.
3. This agreement is neither assignable nor transferrable by the Coast Guard.
4. The Coast Guard, at its sole expense, shall protect, maintain and keep in good order the premises and facilities granted for its use as described in Exhibit "A".
5. The Coast Guard will perform caretaking responsibilities on the remaining premises and facilities as described in Exhibit "A". Care-taking responsibilities will consist of inspecting the premises and the exterior of the facilities once a day, removing trash, and repairing any damage to these facilities by storm or vandalism. Cost incurred by the Coast Guard in repairing these facilities will be reimbursed by the Navy.
6. Any item of long term maintenance, or any additions to, or alterations of, the premises or facilities made outside the scope of this agreement which the Coast Guard shall consider necessary or desirable in connection with its use and occupancy shall be made only with the prior approval and consent of the Navy and at the sole cost and expense of the Coast Guard.
7. It is expressly understood and agreed that the Navy shall not provide any utilities or services to the Coast Guard. All utilities and services required by the Coast Guard shall be obtained thereby at its costs and expense.

8. Coast Guard has examined, knows and accepts the condition and state of repair of the property and acknowledges that the Navy has made no representation concerning such condition and state of repair, with the following limited exceptions:

(a) Concerning all family housing units, the Navy shall inspect and, as indicated necessary, treat those units with evidence of active termites. Thereafter the Coast Guard shall be solely responsible for the protection and maintenance of said units.

(b) Concerning family housing units 76B, 77A and 78B, the Navy shall develop a project for the decontamination of these units to bring the chlordane concentrations to a permanent level below five (5) micrograms per cubic meter of room air. This project will be accomplished as soon as family housing project funds become available, expected during fiscal year FY83 or FY84. Pending project accomplishment said units may, at the option of the Coast Guard, be deleted from the permitted facilities. Alternatively, should there be a current need for the contaminated units, the Coast Guard, may, at its option, fund and accomplish the necessary decontamination work.

9. All expenses, of any nature whatsoever, incurred by the Coast Guard through its use of the property shall be at no cost or expense to the Navy.

10. The permitted premises and facilities have been determined to be excess to Navy requirements and are permitted to the Coast Guard as an interim arrangement pending permanent transfer.

11. Upon termination of this agreement, and in the event the premises and facilities are not transferred to the Coast Guard, any alterations to the facilities permitted hereby shall remain the property of the United States Government and subject to a Navy determination that the premises and facilities are excess to its needs.

12. With respect to the premises permitted to the Navy by the National Park Service, as described in Exhibit "A" and Special Use Permit NOy(R)49282, the following terms and conditions apply:

(a) The Coast Guard shall confer with the Superintendent, Cape Hatteras National Seashore, concerning all painting of exterior buildings and landscaping of premises.

(b) The Coast Guard shall build, maintain and repair fences, sewers, drains, roads, trails and sidewalks without expense to the National Park Service and in a manner that will meet the standards of the National Park Service.

(c) The premises shall at all times be kept in a clean and sanitary condition; the Coast Guard will observe and comply with the rules and regulations of Federal health authorities applicable to the premises, and will not dispose of garbage, refuse and waste off of the premises except at authorized disposal facilities.

(d) The conducting of mining operations, removal of any sand, gravel or kindred substances, or permitting the same to be done by others, without the consent in writing of the Superintendent is prohibited. Dredging and filling may be carried out within the area as necessary to improve drainage and carry out construction.

(e) The Coast Guard shall be governed by, and inform all personnel of the installation that they must observe and comply with, the rules and regulations of the National Park Service and such special rules and regulations as are now or hereinafter may be applicable to the Cape Hatteras National Seashore.


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(f) To the fullest extent possible, the Coast Guard agrees to cooperate with the authorities of the Cape Hatteras National Seashore in emergencies and to assist the Superintendent to extinguish fires in the vicinity of the premises.

IN WITNESS WHEREOF, the parties hereto have caused this USE AGREEMENT to be executed by their duly authorized representatives, as of the date hereinabove set forth.

DEPARTMENT OF THE NAVY


By



Paul R. Gates
Rear Admiral, SEC, U.S. Navy
Commander, Atlantic Division, Naval
Facilities Engineering Command

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

By




John D. Costello
Rear Admiral, U. S. Coast Guard
Commander, Fifth Coast Guard District

CONCURRENCE:

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

By



Acting Regional Director
Southeast Region