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SUBJECT: ENCROACHMENT AGREEMENT ON US 17 BYPASS IN ONSLOW COUNTY

COMMENTS: Bryan / N. ch - fyi + action.
JMT

ROUTING: Originator: J LEDFORD Initials: JCL Date: 2/23/2010

1. J TOWNSON Initials: JMT Date: 2/23/10

2. Initials: Date:

3. Initials: Date:

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STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

December 18, 2009

United States Marine Corps
Attention: Johanna Arnold
McHugh Blvd. Building 12, Room 235
Camp Lejeune, N.C. 28542

Dear Ms. Arnold:

SUBJECT: Encroachment Agreement on US 17 Bypass in Onslow County
(Reference Number E-67-08-027-R1)

Attached for your files is a copy of Right of Way Encroachment contract properly executed. This contract covers the following:

Original encroachment agreement revised to allow the installation of three additional Type II monitoring wells along the shoulder of the east bound lanes of the US 17 Bypass as denoted in Figure 2 of attached documents.

This work shall be done in accordance with the attached plan sheet and special provisions.

Very truly yours,

A handwritten signature in black ink that reads "H.A. Pope / a.l.e.".

H. A. Pope, P.E.
Division Engineer

HAP/ARE

Attachments

Cc: Robert Memory w/atta
Robert Vause w/atta



Post Office Box 10279
Wilmington, North Carolina 28404-0279

Telephone: (910) 452-5861
Fax: (910) 452-7563

www.catlinusa.com

December 2, 2009

North Carolina Department of Transportation
Highway Maintenance
Attn: Mr. Steven Gurganus
299 Wilmington Highway
Jacksonville, North Carolina 28540

DISTRICT 1
DEC 04 2009

Re: **NCDOT Encroachment Agreement Amendment**
NCDOT Reference Number: E-67-08-027
Site: TC-341 Pipeline
Marine Corps Base
Camp Lejeune, North Carolina

Dear Mr. Gurganus:

On behalf of the Marine Corps Base, Camp Lejeune, Environmental Management Division, please find enclosed information pertaining to obtaining a revision to the existing North Carolina Department of Transportation (NCDOT) Right of Way (ROW) Encroachment Agreement for Non-Utility Encroachment on Primary and Secondary Highways (ROW Agreement) reference number E-67-08-027. Three (3) existing monitoring wells installed under NCDOT ROW Agreement E-67-08-027 are currently present at the site within the NCDOT ROW (See Figure 2). The revision will be necessary to facilitate the installation of up to three (3) additional monitoring wells within the ROW located on US Highway 17 Bypass in Jacksonville, North Carolina. The Department of Environment and Natural Resources (NCDENR) have requested these wells to delineate the cross gradient edge of the free-phase product plume associated with the ongoing investigation at the TC-341 project site aboard Marine Corps Base, Camp Lejeune. Five copies of the following items have been included:

- Figure 1 - Site Location Map
- Figure 2 - Site Plan with Proposed Monitoring Wells
- Figure 3 - Proposed Flush Type II Monitoring Well Detail

We appreciate you taking the time to meet us on site and assisting us with this process. If you have any questions or need additional information please contact me at (910) 451-9114.

Sincerely,

Michael E. Mason, P.E.
CATLIN Program Manager

Steven V. Hudson, P.G.
Project Manager

Enclosures

cc: Mr. Nicholas Schultz, MCB, Camp Lejeune
Mr. Thomas Burton, MCB, Camp Lejeune
Mr. David Borton, NAVFAC MidAtlantic
Mr. Melvin Acree, NAVFAC MidAtlantic

APR 18 2008 RECEIVED
TAX MAINT



DISTRICT 1
APR 14 2008

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

DIVISION OF HIGHWAYS

LYNDO TIPPETT
SECRETARY

April 7, 2008

U.S.M.C.
Attention: Johanna Arnold
McHugh Blvd. Building 12, Room 235
Camp Lejeune, NC 28542

Dear Ms. Arnold:

SUBJECT: Encroachment Agreement on US 17 Bypass in Onslow County
(Reference Number: E-67-08-027)

Attached for your files is a copy of Right of Way Encroachment contract properly
executed. This contract covers the following:

Installation of three (3) monitoring wells in the US 17 Bypass median.

This encroachment is within a controlled access.

This approval is also subject to the attached Special Provisions.

Very truly yours,

H.A. Pope / a.r.e.

H. A. Pope, P.E.
Division Engineer

HAP/ARE/dlr

Attachment

cc: Robert Memory
Robert A. Vause, P.E.
Kristoff Bauer, Manager of City of Jacksonville

ROUTE US HWY 17 Bypass STATE PROJECT U-2107B STATE OF NORTH CAROLINA
FEDERAL PROJECT COUNTY Onslow

DEPARTMENT OF TRANSPORTATION
-AND-
Commanding Officer
I&E/EMD/EOB)

DISTRICT
MAR 28 2008

RIGHT OF WAY
ENCROACHMENT AGREEMENT
INTERSTATE AND OTHER CONTROLLED

Marine Corps Base - McHugh Boulevard
Building 12, Room 235
Camp Lejeune, NC 28542
Phone: 910-451-9117

67 08 III 027R

ACCESS HIGHWAYS
DISTRICT 1
DEC 10 2009

THIS AGREEMENT, made and entered into this the 7TH day of APRIL, 20 08, by and between the Department of Transportation, party of the first part; and Commanding Officer, Marine Corps Base, Camp Lejeune party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) US Highway 17 Bypass, located adjacent of Camp Geiger approximately 1/2 mile southeast of the intersection of US HWY 17 Bypass and US HWY 17 Business. with the construction and/or erection of: three (3) groundwater monitoring wells within the median of US HWY 17 Bypass.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part hereby agrees that access for servicing its facilities will be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and street, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. The party of the second part's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public, except if an emergency situation occurs, and the usual means of access for service operation as herein provided will not permit the immediate action required by the party of the second part in making emergency repairs as required for the safety and welfare of the public, the party of the second part shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that the party of the second part complies with the regulations established by the party of the first part for policing and control to protect the highway users.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

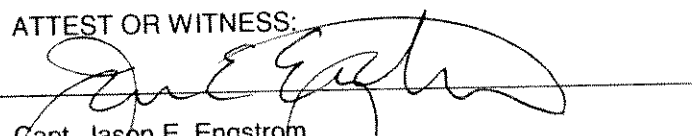
- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (162) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (162) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

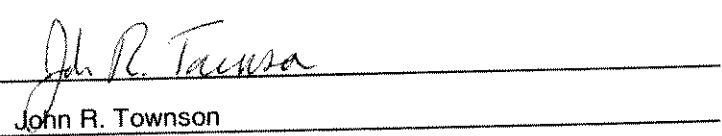
OFFICE COPY
ORIGINAL & DUPLICATE
PROPERLY EXECUTED

DEPARTMENT OF TRANSPORTATION
BY: _____
ASSISTANT MANAGER OF RIGHT OF WAY

ATTEST OR WITNESS:


Capt. Jason E. Engstrom
Deputy Director, Environmental Management Division
By direction of the Commanding Officer

MCB - McHugh Blvd., Building 12, Camp Lejeune, NC 28542



John R. Townson
Director, Environmental Management Division
By direction of the Commanding Officer

MCB - McHugh Blvd., Building 12, Camp Lejeune, NC 28542
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

GENERAL REQUIREMENTS

1. Wherever possible, freeway crossing should be parallel to and within the prevailing right of way of intersecting roads.
2. Crossings should be as near as possible normal to the center line of the freeway.
3. Parallel encroachments will not be permitted except outside of control of access lines.
4. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installations included in this agreement.

For Overhead Wire Lines

1. Minimum vertical clearances of overhead wires above all roadways must conform to clearances set out in the National Electric Safety Code.
2. Supporting poles or structures must be clear of control of access lines, and be at least 30 feet clear of the edge of shoulders of through lanes and 20 feet clear of the shoulders of interchange ramps.

For Underground Utilities

1. Open-cut installation for crossings will be permitted only when a highway project is in rough grading stage prior to paving. Generally, on rough grading projects, open-cut will not be permitted in fills of over 10 feet in depth and back filled material must be compacted to maximum density meeting Department requirements.
2. Encasements under an existing freeway must be installed by means of tunneling, jacking, or boring and any voids outside the encasement must be filled with lean concrete grout and the ends of encasements be satisfactorily closed.
3. In cut section, encasement must extend continuously from ditch line to ditch line and in fill section, encasement must extend continuously five feet beyond toe to slopes.
4. Vents for encasement should be extended to the right of way line or as otherwise required by the Department.
5. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
6. When trenching is carried down cut slopes, excavation must be backfilled to maximum density and the disturbed portion of the slope be stabilized and sodded to the satisfaction of the Department's Engineer.

Plans

This Encroachment agreement must be accompanied, in the form of an attachment, by a plan showing the following:

1. All roadways and ramps
2. Right of way and control of access lines
3. Drainage structures or bridges if affected by encroachment
4. Location of the proposed encroachment
5. Length, size and type of encroachment
6. Dimensions, showing the distance from the encroachment to roadways, shoulders, structures, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road intersection, etc. (To assist in preparation of the encroachment plan, Department roadway plans may be seen at the various Highway Division Offices or at the Raleigh Office.)

All encroachment agreements involving the crossing of the right of way, roadways and/or ramps of a freeway, must be accompanied, in the form of an attachment, by a profile showing the following information:

1. The profile should extend from right of way line to right of way line and show all slopes (cut or fill), ditches, shoulders, pavements, medians, etc.
2. A vertical dimension from bottom of road ditches and from surface of pavement to encroaching structures.
3. Length, size, and type of encasement where required.
4. Notation of portion to be installed by open-cut.
5. For underground encroachments involving encasements that must be vented, the location of vents must be shown.
6. Method of installation must be shown in detail on either the plan or profile.
7. Any attachment to a bridge or other drainage structure must be approved by the Department's Bridge Design Unit.
8. Where profile is required, it should be on same sheet with the plan.

SPECIAL PROVISIONS OR SPECIFICATIONS

Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment, provided that such information cannot be shown on the plan and profile sheet.

**ENCROACHMENT AGREEMENT
SPECIAL PROVISIONS**

**E-67-08-027R
Onslow County**

- SP A** The North Carolina Department of Transportation is in the process of developing a Work Zone Traffic Control Qualification and Training Program that will begin its implementation in 2009. This program will require qualified and trained Work Zone Flaggers in every flagging operation (July 2009), qualified and trained Work Zone Traffic Control Installers on every traffic control installation (January 2010), and qualified and trained Work Zone Traffic Control Supervisors on Significant Projects (July 2010). It is intended for the program to include anyone working within NCDOT Rights of Way including work associated with NCDOT construction and encroachment agreements as well as all NCDOT operations.
- Training for these certifications will be provided by NCDOT approved training sources and/or private entities that have been pre-approved to train themselves. Additional information will be provided as this program progresses. Further information can be found on the NCDOT web site at www.ncdot.org/~wztc.
- SP 1** Notify the DOT Highway Maintenance Engineer prior to beginning work and/or backfilling pipe culvert for inspection of work and when work is satisfactorily completed. (910-455-3777)
- SP 3** An executed copy of this encroachment agreement shall be present at the construction site at all times during construction. NCDOT reserves the right to stop all work unless evidence of approval can be shown. If safety or traffic conditions warrant such action, NCDOT reserves the right to further limit, restrict, or suspend operations within the right of way.
- SP 4** Materials and workmanship shall conform to the NC Department of Transportation's Standards and Specifications.
- SP 5A** The encroaching party is required to contact the appropriate Utility Companies involved and make satisfactory arrangements to adjust the utilities in conflict with the proposed work prior to beginning construction.
- SP 6** Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with local, State and Federal regulations. If any area in excess of one (1) acre will be disturbed, the Encroachee shall submit to the District Engineer's Office a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. **FAILURE TO PROVIDE THIS INFORMATION SHALL BE GROUNDS FOR SUSPENSION OF OPERATIONS.**

SP 8 Proper traffic control devices, signs, etc. shall be installed to insure public safety in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and any supplements.

The Encroachee shall provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of motorists and workers during construction and any subsequent maintenance. This shall be performed in accordance with the latest NCDOT "Roadway Standard Drawings" and "Standard Specifications for Roads and Structures" and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the NCDOT Division 3 Engineer.

SP 9 Since work will be performed within the Jacksonville city limits, it will be your responsibility to notify the local Municipality prior to beginning work.

SP 14 Approval of this Encroachment does not include any portion of the work outside the North Carolina Department of Transportation's Rights of Way.

SP 16 No lane closures shall be allowed between the hours of 6:00 am to 9:00 am, and 4:00 pm to 7:00 pm. (Peak hours restricted.)

SP 19 No lane closures or impediment to traffic shall be allowed on state holidays and local events.

SP 20 Any work requiring equipment or personnel within five (5) feet [ten (10) feet on divided roadways] from the edge of any travel lane shall require a lane closure with appropriate tapers.

SP 22 All excavations shall be backfilled, paved and traversable prior to removing lane closure.

SP 28 Only one lane closure in each direction.

SP 36 All equipment and materials shall be removed from the right of way when not in use.

SP 37 This encroachment is approved with the understanding that the North Carolina Department of Transportation does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of the installation.

SP 47 Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer.

- SP 48** No access, parking, or material storage shall be allowed along or from Control of Access Highways.
- SP 55** The encroaching party shall comply with all applicable state and federal environmental regulations, and shall obtain all necessary state and federal environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species, and historical sites.
- SP 56** Trenching, boring pits, and/or other excavations shall not be left open or unsafe overnight. The contractor shall comply with all OSHA requirements and provide a competent person on site to supervise excavations at all times.
- SP 57** Any pavement damaged due to installation of this facility or damaged by equipment used to install this facility, shall be resurfaced to the satisfaction of District Engineer.
- SP 58** Right of way monuments disturbed during construction shall be referenced by a registered Land Surveyor and reset after construction.
- SP 59** All Roadway signs removed due to construction shall be reinstalled at the end of each day.
- SP 60** Excavation material shall not be placed on the pavement. Drainage structures shall not be blocked with excavation material.
- SP 61** The proposed construction shall in no way impede or alter the drainage of the existing roadway. Reshape shoulders and slopes to allow positive drainage
- SP 62** Strict compliance with the "Policies and Procedures for Accommodating Utilities on Highway Rights of Way" Manual shall be required.
- SP 65** No construction shall be permitted when shoulders are wet.
- SP 66** Shoulders, ditch slopes, and ditches disturbed as a result of this encroachment shall be seeded, mulched, and restored to the satisfaction of the District Engineer.
- SP 67** The issuance of this encroachment does not preclude the encroachee from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.
- SP 74** RESERVED FOR SEED DETAIL. THIS PROVISION MUST BE PRINTED SEPARATELY. GO TO MAIN MENU, CHOOSE REPORT OPTIONS, AND THEN CHOOSE PRINT PROVISIONS SEPARATELY. DO NOT USE THIS NUMBER FOR ANYTHING ELSE.

- SP 75** RESERVED FOR ENVIRONMENTALLY SENSITIVE AREAS. THIS PROVISION MUST BE PRINTED SEPARATELY. GO TO MAIN MENU, CHOOSE REPORT OPTIONS, AND THEN CHOOSE PRINT PROVISIONS SEPARATELY. DO NOT USE THIS NUMBER FOR ANYTHING ELSE.
- SP 96** During construction if there is a 2" dropoff or greater then the dropoff has to be corrected the same workday. If it is in a curb and gutter section then there shall not be a dropoff behind the curb of 6" or more. If so, then the correction has to be made the same workday.
- SP110** This encroachment only covers the wells shown on the attached plan. Any additional wells at this location shall require an encroachment revision. PROPOSED WELLS SHALL BE UTILIZED FOR MONITORING ONLY; ANY OTHER USE SUCH AS REMEDIATION, DEWATERING, ETC. SHALL REQUIRE A NEW ENCROACHMENT AGREEMENT.
- SP113** Well cap shall be flush mounted with the ground/pavement surface in areas within the routine mowing boundaries with the frame and cover designed for HS 20 loading.
- SP114** Any contaminated soils encountered in construction, as spoil from the well installation, shall be removed from the right of way prior to completion of the wells.

After the monitoring well(s) have served its intended purpose, the encroaching party shall fill the well(s) in a manner approved by the Division of Environmental Management. Any above ground obstructions shall also be removed from the right of way.

SP 74

All areas disturbed by this encroachment work shall be seeded per the below noted seed detail.

SEED DETAIL

After the installation of the utility is complete, the area disturbed in a non-residential shall be seeded as follows:

50 lbs./acre	Tall Fescue
5 lbs./acre	Centipede
50 lbs./acre	PENSACOLA Bahiagrass
500 lbs./acre	Fertilizer
4000 lbs./acre	Limestone

All residential areas must be hand finished as directed by the Engineer to give a "lawn type appearance" and the following seed mix should be applied:

50 lbs./acre	Tall Fescue Type I
50 lbs./acre	Tall Fescue Type II
5 lbs./acre	Centipede
500 lbs./acre	Fertilizer
4000 lbs./acre	Limestone

Type I and Type II Tall Fescue shall be separate varieties chosen from the list below:

Adventure	Adventure II	Amigo	Anthem
Apache	Apache II	Arid	Brookstone
Bonanza	Chesapeake	Chieftain	Coronado
Crossfire II	Debutante	Duster	Falcon
Falcon II	Finelawn Petite	Finelawn	Finelawn I
Genesis	Grande	Guardian	Hounddog
Jaguar	Jaguar III	Kentucky 31	Kitty Hawk
Monarch	Montauk	Mustang	Olympic
Pacer	Pixie	Pyramid	Rebel
Rebel Jr.	Rebel II	Renegade	Safari
Shenandoah	Titan	Tomahawk	Trailblazer
Tribute	Wrangler		

For all mixtures:

May 1- August 31- add 10 lbs./acre Kobe or Korean Lespedeza

September 1- April 30- add 10 lbs./acre Rye Grain

Environmentally Sensitive Areas

This project is located in an "Environmentally Sensitive Area". This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the area identified on the plans. This also requires special procedures to be used for seeding and mulching and staged seeding within the project.

Clearing and grubbing:

In areas identified on the erosion control plans as "Environmentally Sensitive Areas", clearing operations can be performed, but not grubbing operations until immediately prior to beginning grading operations as described in Section 200, Article 200-1, in the Standard Specifications. The "Environmentally Sensitive Area" shall be defined as a 50 foot buffer zone on both sides of the stream (or depression) measured from top of streambank (or center of depression.) Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

Grading:

Once grading operations begin in identified "Environmentally Sensitive Areas", work will progress in a continuous manner until complete. All construction within these areas must progress in a continuous manner such that each phase is complete and areas permanently stabilized prior to beginning of next phase. Failure to complete any phase of construction in a continuous manner in "Environmentally Sensitive Areas" as specified will be just cause for the Engineer to direct the suspension of work in accordance with Section 108-7 of the Standard Specifications.

Temporary Stream Crossings:

Any crossing of streams within the limits of this project must be accomplished in accordance with Section 107-13(b) of the Standard Specifications.

Seeding and mulching:

Seeding and mulching shall be performed in accordance with Section 1660 of the Standard Specifications and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the contract time without stabilization of slopes, ditches and other areas within the "Environmentally Sensitive Areas" as indicated on the Erosion Control Plans.

Stage Seeding:

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

Marine Corps Base Camp Lejeune
EMD Document Routing Slip

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Info

262

Correspondence ID Number

Due Date

Tickler #

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Incoming

Review

Action

Routing

Signature

FROM: DIRECTOR

TO: EQB

RETURN:

COPY:

SUBJECT: REQUEST FOR TIME EXTENSION BLDG TC-341 PIPELINE INCIDENT NO: 32505

COMMENTS:

Bryan/Wick - fyc + action

JMT

ROUTING: Originator: J LEDFORD Initials: JCL Date: 2/23/2010

1. J TOWNSON Initials: *JMT* Date: 2/23/10

2. _____ Initials: _____ Date: _____

3. _____ Initials: _____ Date: _____

Hard Copy Location: Bldg 12 Room: 241 Date filed: _____ Filed by: _____

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North Carolina Department of Environment and Natural Resources

Beverly Eaves Perdue, Governor
Dee Freeman, Secretary

Division of Waste Management
Underground Storage Tank Section

Dexter R. Matthews, Director

February 22, 2010


Commanding Officer
Attn: I&E/EMD/EQB, Mr. Nick Schultz
Bldg. 12
PSC Box 20004
MCB Camp Lejeune, NC 28542-0004

Subject: Request for Time Extension
USMC-Camp Lejeune, Bldg. TC-341 Pipeline
Camp Lejeune, Onslow County
Incident Number: 32505
Ranking: High (H105E)

Dear Mr. Schultz:

On February 10, 2010, the Underground Storage Tank Section Wilmington Regional Office received your request for additional time as it relates to assessment and corrective action. Your request for a time extension from the original due date has been reviewed. Based upon the information you have provided with the request for the extension, the request is approved. If the report and implementation is not received/performed by the new due date, fines and penalties may be assessed from the original due date. Any questions should be directed to me at (910) 796-7400.

Sincerely,



Bruce Reed
Hydrogeologist II

cc: WiRO-UST

s:\bruce\schulztimetc341.feb



UNITED STATES MARINE CORPS

MARINE CORPS BASE
PSC BOX 20004
CAMP LEJEUNE, NC 28542-0004

IN REPLY REFER TO:
5090.10
BEMD

Mr. Bruce Reed
North Carolina Department of Environment
and Natural Resources
Division of Waste Management
Underground Storage Tank Section
127 Cardinal Drive
Wilmington, North Carolina 28405-3845

Dear Mr. Reed:

Marine Corps Base, Camp Lejeune respectfully requests an extension of the due date for the submission of the Comprehensive Site Assessment (CSA) Addendum, and the Revised Corrective Action Plan (CAP) Addendum for the Underground Storage Tank Remediation Site TC-341 Pipeline (NCDENR Incident No. 32505) as listed below. The CSA Addendum and the Revised CAP Addendum will satisfy the requirements stated in the letter from NC DENR dated November 9, 2009.

UST Site	NORR Due Date	Proposed Due Date
TC-341 Pipeline	2/10/2010	8/31/2010

This due date extension is requested due to delays in acquiring an encroachment permit revision from NC Department of Transportation (NCDOT), necessary further investigation, and budget constraints. In order to complete the CSA and finalize the Revised CAP, we will install additional groundwater monitoring wells and sample them, along with existing monitoring wells, to further delineate the dissolved phase contamination. This assessment is planned to begin in March 2010. A public notice will be submitted once the Revised CAP has been approved. Design for lining a section of storm drain pipe is currently underway.

5090.10
BEMD

If you have any questions or need further information, please contact Mr. Nick Schultz, Environmental Quality Branch, Environmental Management Division, Installations and Environment Department, at (910) 451-9114.

Sincerely,

JOHN R. TOWNSON
Director, Environmental Management
By direction of
the Commanding Officer

Copy to:
NAVFACENGCOM (Mr. Dave Borton Code OPNCEV4)
Catlin (Mr. Mike E. Mason)

**State of North Carolina
Department of Environment
and Natural Resources
Wilmington Regional Office
Division of Waste Management
UST Section**

**Michael F. Easley, Governor
William G. Ross Jr., Secretary
Dexter R. Matthews, Director**



September 25, 2008

Commanding Officer
Attn: I&E/EMD/EQB (J. Arnold, Bldg. 12)
PSC Box 20004
MCB Camp Lejeune, NC 28542-0004

Subject: Review of Report Entitled "Leaking
Underground Storage Tank
Comprehensive Site Assessment
Report For Site G480"
TC-341 Pipeline Incident
Camp Lejeune, Onslow County
Incident No. 32505

Dear Dr. Arnold:

Thank you for submitting the subject "Comprehensive Site Assessment" (CSA) report to the UST Section on September 4, 2008, and additional information on September 24, 2008. This report was understood to address contamination from the UST formerly located at Building G480, but instead has focused on an apparent former pipeline release north of Building G480. The Division will consider the pipeline release a commercial-nonregulated UST system release due to the calculations received from the Base on September 24, 2008.

No investigation was performed to further assess conditions at the former UST location of UST G480. Due to the fact that the release from the former UST at G480 has not been properly addressed to-date, another letter will be sent to Camp Lejeune regarding UST incident number 23444 that was discovered in January 1994. The TC-341 pipeline release has been assigned incident number 32505.

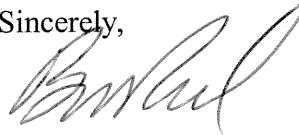
There is a major discrepancy between the 1994 Law report and the subject report concerning the location of MW-14. One report has the well located east of F Street, and one report has the well located west of F Street. Please let us know which one is correct.

Also, looking at the Law report, there was a geophysical anomaly discovered along F Street just north of the reported location of a former gasoline station at Bldg. 341. If the Base is concerned about the possibility of tanks still in the ground and possible contamination around the former gasoline station, subsurface investigation and reporting is recommended in these areas.

Assessment of the pipeline incident is incomplete. Please complete the assessment, and it can be presented in the Corrective Action Plan as proposed. However, the document should be titled so that the reader can determine that additional assessment information is contained within the document. Please see the document entitled *UST Section Guidelines for Assessment and Corrective Action for UST Releases* for assessment and cleanup criteria. This document may be found at the following Internet address, http://www.wastenotnc.org/ust/docs/aca_body.pdf. The Corrective Action Plan is due by November 25, 2008.

If you have any questions concerning this letter, please contact me at (910) 796-7400.

Sincerely,



Bruce Reed
Hydrogeologist II

cc: WiRO-UST

s:\bruce\arnoldtc341pipeline.sep

Marine Corps Base Camp Lejeune
EMD Document Routing Slip

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Info

1148

Correspondence ID Number

Oct 10
Due Date

Tickler #

Tickler Closed

Outgoing

Incoming

Review

Action

Routing

Signature

RECEIVED SEP 29 2008

RECEIVED SEP 29 2008

FROM: DIRECTOR

TO: EQB

RETURN:

COPY:

SUBJECT: REVIEW OF REPORT ENTITLED "LEAKING UNDERGROUND STORAGE TANK COMPREHENSIVE SITE ASSESSMENT REPORT FOR SITE G480

COMMENTS:

Byrne/Johanne - please explain what is going on with this site(s). It doesn't appear that Bruce Reed is satisfied with our report.
JMT

ROUTING: Originator: J LEDFORD Initials: JCL Date: 9/29/2008

1. J TOWNSON Initials: JMT Date: 9/29/08

2. Initials: Date:

3. Initials: Date:

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*Johanna - Original
9/29/08*

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STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

DIVISION OF HIGHWAYS

LYNDO TIPPETT
SECRETARY

April 7, 2008

U.S.M.C.

Attention: Johanna Arnold
McHugh Blvd. Building 12, Room 235
Camp Lejeune, NC 28542

Dear Ms. Arnold:

SUBJECT: Encroachment Agreement on US 17 Bypass in Onslow County
(Reference Number: E-67-08-027)

Attached for your files is a copy of Right of Way Encroachment contract properly executed. This contract covers the following:

Installation of three (3) monitoring wells in the US 17 Bypass median.

This encroachment is within a controlled access.

This approval is also subject to the attached Special Provisions.

Very truly yours,

A handwritten signature in blue ink that reads "H.A. Pope / a.p.e.".

H. A. Pope, P.E.
Division Engineer

HAP/ARE/dlr

Attachment

cc: Robert Memory
Robert A. Vause, P.E.
Kristoff Bauer, Manager of City of Jacksonville

ENTERED FEB 19 2008
JAX MAIN

STATE PROJECT U-2107B STATE OF NORTH CAROLINA
ROUTE US HWY 17 Bypass FEDERAL PROJECT COUNTY Onslow

DISTRICT 1

DEPARTMENT OF TRANSPORTATION
-AND-
Commanding Officer
I&E/EMD/EQB)

Marine Corps Base - McHugh Boulevard
Building 12, Room 235
Camp Lejeune, NC 28542
Phone: 910-451-9114

RIGHT OF WAY
MAR 28 2008 ENCROACHMENT AGREEMENT
INTERSTATE AND OTHER CONTROLLED

ACCESS HIGHWAYS

67 08 027

THIS AGREEMENT, made and entered into this the 7TH day of APRIL, 20 08, by and between the Department of Transportation, party of the first part; and Commanding Officer, Marine Corps Base, Camp Lejeune party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) US Highway 17 Bypass, located adjacent of Camp Geiger approximately 1/2 mile southeast of the intersection of US HWY 17 Bypass and US HWY 17 Business.

with the construction and/or erection of: three (3) groundwater monitoring wells within the median of US HWY 17 Bypass.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part hereby agrees that access for servicing its facilities will be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and street, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. The party of the second part's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public, except if an emergency situation occurs, and the usual means of access for service operation as herein provided will not permit the immediate action required by the party of the second part in making emergency repairs as required for the safety and welfare of the public, the party of the second part shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that the party of the second part complies with the regulations established by the party of the first part for policing and control to protect the highway users.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (162) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (162) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: H. A. Poe / A.R.E.
ASSISTANT-MANAGER OF RIGHT-OF-WAY
DIVISION ENGINEER

ATTEST OR WITNESS:

Jason E. Engstrom
Capt. Jason E. Engstrom

Deputy Director, Environmental Management Division
By direction of the Commanding Officer

MCB - McHugh Blvd., Building 12, Camp Lejeune, NC 28542

John R. Townson
John R. Townson

Director, Environmental Management Division
By direction of the Commanding Officer

MCB - McHugh Blvd., Building 12, Camp Lejeune, NC 28542
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

GENERAL REQUIREMENTS

1. Wherever possible, freeway crossing should be parallel to and within the prevailing right of way of intersecting roads.
2. Crossings should be as near as possible normal to the center line of the freeway.
3. Parallel encroachments will not be permitted except outside of control of access lines.
4. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installations included in this agreement.

For Overhead Wire Lines

1. Minimum vertical clearances of overhead wires above all roadways must conform to clearances set out in the National Electric Safety Code.
2. Supporting poles or structures must be clear of control of access lines, and be at least 30 feet clear of the edge of shoulders of through lanes and 20 feet clear of the shoulders of interchange ramps.

For Underground Utilities

1. Open-cut installation for crossings will be permitted only when a highway project is in rough grading stage prior to paving. Generally, on rough grading projects, open-cut will not be permitted in fills of over 10 feet in depth and back filled material must be compacted to maximum density meeting Department requirements.
2. Encasements under an existing freeway must be installed by means of tunneling, jacking, or boring and any voids outside the encasement must be filled with lean concrete grout and the ends of encasements be satisfactorily closed.
3. In cut section, encasement must extend continuously from ditch line to ditch line and in fill section, encasement must extend continuously five feet beyond toe to slopes.
4. Vents for encasement should be extended to the right of way line or as otherwise required by the Department.
5. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
6. When trenching is carried down cut slopes, excavation must be backfilled to maximum density and the disturbed portion of the slope be stabilized and sodded to the satisfaction of the Department's Engineer.

Plans

This Encroachment agreement must be accompanied, in the form of an attachment, by a plan showing the following:

1. All roadways and ramps
2. Right of way and control of access lines
3. Drainage structures or bridges if affected by encroachment
4. Location of the proposed encroachment
5. Length, size and type of encroachment
6. Dimensions, showing the distance from the encroachment to roadways, shoulders, structures, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road intersection, etc. (To assist in preparation of the encroachment plan, Department roadway plans may be seen at the various Highway Division Offices or at the Raleigh Office.)

All encroachment agreements involving the crossing of the right of way, roadways and/or ramps of a freeway, must be accompanied, in the form of an attachment, by a profile showing the following information:

1. The profile should extend from right of way line to right of way line and show all slopes (cut or fill), ditches, shoulders, pavements, medians, etc.
2. A vertical dimension from bottom of road ditches and from surface of pavement to encroaching structures.
3. Length, size, and type of encasement where required.
4. Notation of portion to be installed by open-cut.
5. For underground encroachments involving encasements that must be vented, the location of vents must be shown.
6. Method of installation must be shown in detail on either the plan or profile.
7. Any attachment to a bridge or other drainage structure must be approved by the Department's Bridge Design Unit.
8. Where profile is required, it should be on same sheet with the plan.

SPECIAL PROVISIONS OR SPECIFICATIONS

Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment, provided that such information cannot be shown on the plan and profile sheet.

**ENCROACHMENT AGREEMENT
SPECIAL PROVISIONS**

027
E-67-08-26
Onslow County

SP A The North Carolina Department of Transportation is in the process of developing a Work Zone Traffic Control Qualification and Training Program that will begin its implementation in 2009. This program will require qualified and trained Work Zone Flaggers in every flagging operation (July 2009), qualified and trained Work Zone Traffic Control Installers on every traffic control installation (January 2010), and qualified and trained Work Zone Traffic Control Supervisors on Significant Projects (July 2010). It is intended for the program to include anyone working within NCDOT Rights of Way including work associated with NCDOT construction and encroachment agreements as well as all NCDOT operations.

Training for these certifications will be provided by NCDOT approved training sources and/or private entities that have been pre-approved to train themselves. Additional information will be provided as this program progresses. Further information can be found on the NCDOT web site at www.ncdot.org/~wztc.

- SP 1** Notify the DOT Highway Maintenance Engineer prior to beginning work and/or backfilling pipe culvert for inspection of work and when work is satisfactorily completed. (910-455-3777)
- SP 3** An executed copy of this encroachment agreement shall be present at the construction site at all times during construction. NCDOT reserves the right to stop all work unless evidence of approval can be shown. If safety or traffic conditions warrant such action, NCDOT reserves the right to further limit, restrict, or suspend operations within the right of way.
- SP 4** Materials and workmanship shall conform to the NC Department of Transportation's Standards and Specifications.
- SP 5A** The encroaching party is required to contact the appropriate Utility Companies involved and make satisfactory arrangements to adjust the utilities in conflict with the proposed work prior to beginning construction.
- SP 6** Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with local, State and Federal regulations. If any area in excess of one (1) acre will be disturbed, the Encroachee shall submit to the District Engineer's Office a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. **FAILURE TO PROVIDE THIS INFORMATION SHALL BE GROUNDS FOR SUSPENSION OF OPERATIONS.**

SP 8 Proper traffic control devices, signs, etc. shall be installed to insure public safety in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and any supplements.

The Encroachee shall provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of motorists and workers during construction and any subsequent maintenance. This shall be performed in accordance with the latest NCDOT "Roadway Standard Drawings" and "Standard Specifications for Roads and Structures" and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the NCDOT Division 3 Engineer.

SP 9 Since work will be performed within the Jacksonville city limits, it will be your responsibility to notify the local Municipality prior to beginning work.

SP 14 Approval of this Encroachment does not include any portion of the work outside the North Carolina Department of Transportation's Rights of Way.

SP 16 No lane closures shall be allowed between the hours of 6:00 am to 9:00 am, and 4:00 pm to 7:00 pm. (Peak hours restricted.)

SP 19 No lane closures or impediment to traffic shall be allowed on state holidays and local events.

SP 20 Any work requiring equipment or personnel within five (5) feet [ten (10) feet on divided roadways] from the edge of any travel lane shall require a lane closure with appropriate tapers.

SP 22 All excavations shall be backfilled, paved and traversable prior to removing lane closure.

SP 28 Only one lane closure in each direction.

SP 36 All equipment and materials shall be removed from the right of way when not in use.

SP 37 This encroachment is approved with the understanding that the North Carolina Department of Transportation does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of the installation.

SP 47 Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer.

- SP 48** No access, parking, or material storage shall be allowed along or from Control of Access Highways.
- SP 55** The encroaching party shall comply with all applicable state and federal environmental regulations, and shall obtain all necessary state and federal environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species, and historical sites.
- SP 56** Trenching, boring pits, and/or other excavations shall not be left open or unsafe overnight. The contractor shall comply with all OSHA requirements and provide a competent person on site to supervise excavations at all times.
- SP 57** Any pavement damaged due to installation of this facility or damaged by equipment used to install this facility, shall be resurfaced to the satisfaction of District Engineer.
- SP 58** Right of way monuments disturbed during construction shall be referenced by a registered Land Surveyor and reset after construction.
- SP 59** All Roadway signs removed due to construction shall be reinstalled at the end of each day.
- SP 60** Excavation material shall not be placed on the pavement. Drainage structures shall not be blocked with excavation material.
- SP 61** The proposed construction shall in no way impede or alter the drainage of the existing roadway. Reshape shoulders and slopes to allow positive drainage
- SP 62** Strict compliance with the "Policies and Procedures for Accommodating Utilities on Highway Rights of Way" Manual shall be required.
- SP 65** No construction shall be permitted when shoulders are wet.
- SP 66** Shoulders, ditch slopes, and ditches disturbed as a result of this encroachment shall be seeded, mulched, and restored to the satisfaction of the District Engineer.
- SP 67** The issuance of this encroachment does not preclude the encroachee from complying with any and all statues, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.
- SP 74** RESERVED FOR SEED DETAIL. THIS PROVISION MUST BE PRINTED SEPARATELY. GO TO MAIN MENU, CHOOSE REPORT OPTIONS, AND THEN CHOOSE PRINT PROVISIONS SEPARATELY. DO NOT USE THIS NUMBER FOR ANYTHING ELSE.

SP 74

All areas disturbed by this encroachment work shall be seeded per the below noted seed detail.

SEED DETAIL

After the installation of the utility is complete, the area disturbed in a non-residential shall be seeded as follows:

50 lbs./acre	Tall Fescue
5 lbs./acre	Centipede
50 lbs./acre	PENSACOLA Bahiagrass
500 lbs./acre	Fertilizer
4000 lbs./acre	Limestone

All residential areas must be hand finished as directed by the Engineer to give a "lawn type appearance" and the following seed mix should be applied:

50 lbs./acre	Tall Fescue Type I
50 lbs./acre	Tall Fescue Type II
5 lbs./acre	Centipede
500 lbs./acre	Fertilizer
4000 lbs./acre	Limestone

Type I and Type II Tall Fescue shall be separate varieties chosen from the list below:

Adventure	Adventure II	Amigo	Anthem
Apache	Apache II	Arid	Brookstone
Bonanza	Chesapeake	Chieftain	Coronado
Crossfire II	Debutante	Duster	Falcon
Falcon II	Finelawn Petite	Finelawn	Finelawn I
Genesis	Grande	Guardian	Hounddog
Jaguar	Jaguar III	Kentucky 31	Kitty Hawk
Monarch	Montauk	Mustang	Olympic
Pacer	Pixie	Pyramid	Rebel
Rebel Jr.	Rebel II	Renegade	Safari
Shenandoah	Titan	Tomahawk	Trailblazer
Tribute	Wrangler		

For all mixtures:

May 1- August 31- add 10 lbs./acre Kobe or Korean Lespodeza

September 1- April 30- add 10 lbs./acre Rye Grain

SP 75

Environmentally Sensitive Areas

This project is located in an "Environmentally Sensitive Area". This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the area identified on the plans. This also requires special procedures to be used for seeding and mulching and staged seeding within the project.

Clearing and grubbing:

In areas identified on the erosion control plans as "Environmentally Sensitive Areas", clearing operations can be performed, but not grubbing operations until immediately prior to beginning grading operations as described in Section 200, Article 200-1, in the Standard Specifications. The "Environmentally Sensitive Area" shall be defined as a 50 foot buffer zone on both sides of the stream (or depression) measured from top of streambank (or center of depression.) Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

Grading:

Once grading operations begin in identified "Environmentally Sensitive Areas", work will progress in a continuous manner until complete. All construction within these areas must progress in a continuous manner such that each phase is complete and areas permanently stabilized prior to beginning of next phase. Failure to complete any phase of construction in a continuous manner in "Environmentally Sensitive Areas" as specified will be just cause for the Engineer to direct the suspension of work in accordance with Section 108-7 of the Standard Specifications.

Temporary Stream Crossings:

Any crossing of streams within the limits of this project must be accomplished in accordance with Section 107-13(b) of the Standard Specifications.

Seeding and mulching:

Seeding and mulching shall be performed in accordance with Section 1660 of the Standard Specifications and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

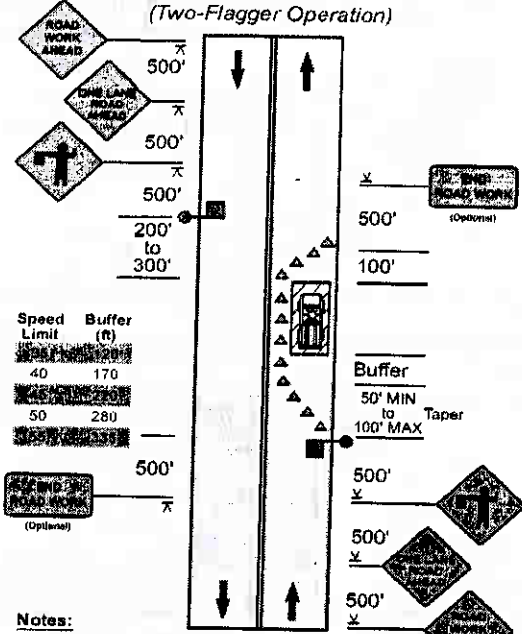
Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the contract time without stabilization of slopes, ditches and other areas within the "Environmentally Sensitive Areas" as indicated on the Erosion Control Plans.

Stage Seeding:

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

- SP 75** RESERVED FOR ENVIRONMENTALLY SENSITIVE AREAS. THIS PROVISION MUST BE PRINTED SEPARATELY. GO TO MAIN MENU, CHOOSE REPORT OPTIONS, AND THEN CHOOSE PRINT PROVISIONS SEPARATELY. DO NOT USE THIS NUMBER FOR ANYTHING ELSE.
- SP 96** During construction if there is a 2" dropoff or greater then the dropoff has to be corrected the same workday. If it is in a curb and gutter section then there shall not be a dropoff behind the curb of 6" or more. If so, then the correction has to be made the same workday.
- SP110** This encroachment only covers the wells shown on the attached plan. Any additional wells at this location shall require an encroachment revision. PROPOSED WELLS SHALL BE UTILIZED FOR MONITORING ONLY; ANY OTHER USE SUCH AS REMEDIATION, DEWATERING, ETC. SHALL REQUIRE A NEW ENCROACHMENT AGREEMENT.
- SP113** Well cap shall be flush mounted with the ground/pavement surface in areas within the routine mowing boundaries with the frame and cover designed for HIS 20 loading.
- SP114** Any contaminated soils encountered in construction, as spoil from the well installation, shall be removed from the right of way prior to completion of the wells.
- After the monitoring well(s) have served its intended purpose, the encroaching party shall fill the well(s) in a manner approved by the Division of Environmental Management. Any above ground obstructions shall also be removed from the right of way.

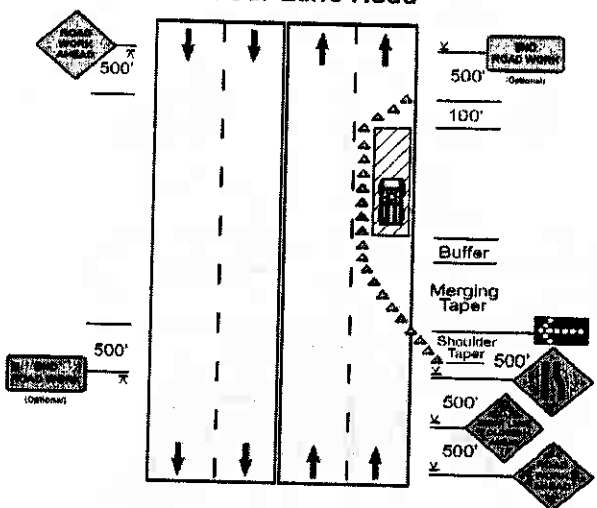
**Lane Closure on a Two-Lane Road
(Two-Flagger Operation)**



Notes:

1. A "Be Prepared To Stop" sign may be added to the sign series, located between the Flagger symbol and the "One Lane Road Ahead" signs. If used, then the spacing of all four signs in the series will be 500 feet.
2. For low-speed (35 MPH or less) conditions, a 200-foot sign spacing may be used. For speeds of 40 to 50 MPH a 350-foot sign spacing may be used.
3. For operations of 60 minutes or less, the "Road Work Ahead" sign may be omitted.
4. Generally, the use of "End Road Work" signs is optional for short duration work sites. However, if the work site itself is long, or the beginning and end of the work site are not visible to a driver passing through it, then "End Road Work" signs should be used.

Lane Closure on a Four-Lane Road

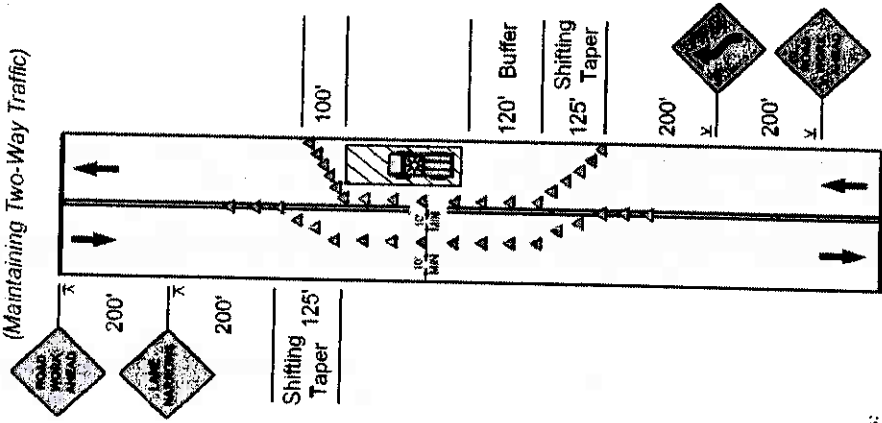


Notes:

1. For freeways or expressways, see page 29.
2. When the left lane on an undivided road is closed, channelizing devices must be placed along the centerline as well. Closure of the adjacent interior lane may also be considered in order to provide access to the work space, room for vehicles and materials, and a lateral buffer from the opposing traffic flow.
3. For low-speed (35 MPH or less) conditions, a 200-foot sign spacing may be used. For speeds of 40 to 50 MPH a 350-foot sign spacing may be used.
4. Use of an arrow panel is optional based on traffic volume, speed, and visibility. The arrow panel should be placed on the shoulder of the roadway at the beginning of the merging taper, and should be delineated with channelizing devices or shielded with a barrier or crash cushion.
5. Generally, the use of "End Road Work" signs is optional for short duration work sites. However, if the work site itself is long or the beginning and end of the work site are not visible to a driver passing through it, the "End Road Work" signs should be used.

Speed Limit	Shoulder Taper (ft)	Merging Taper (ft)	Buffer (ft)
40	90	320	170
50	170	600	280

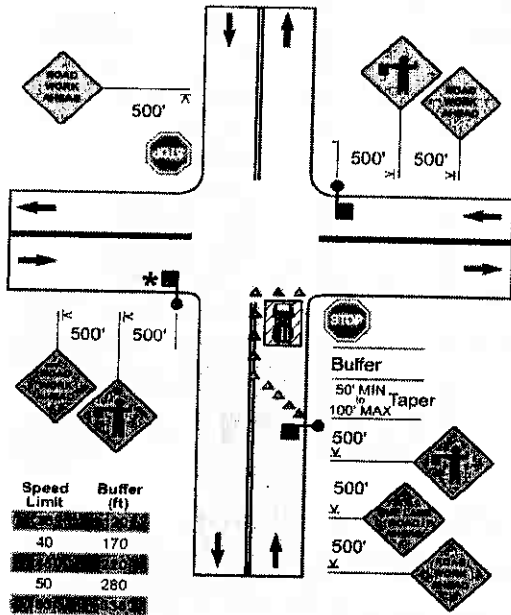
**Work in Travel Lane on a Minor Urban Street
(Maintaining Two-Way Traffic)**



Notes:

1. This layout is only appropriate for low-volume, low-speed (35 MPH or less) urban streets.
2. A minimum lane width of 10' should be provided in both directions, measured between the channelizing devices and from the channelizing devices to the edge of pavement.
3. Additional advance warning may be appropriate, such as "Lane Shifts" and "Lane Narrows" signs.

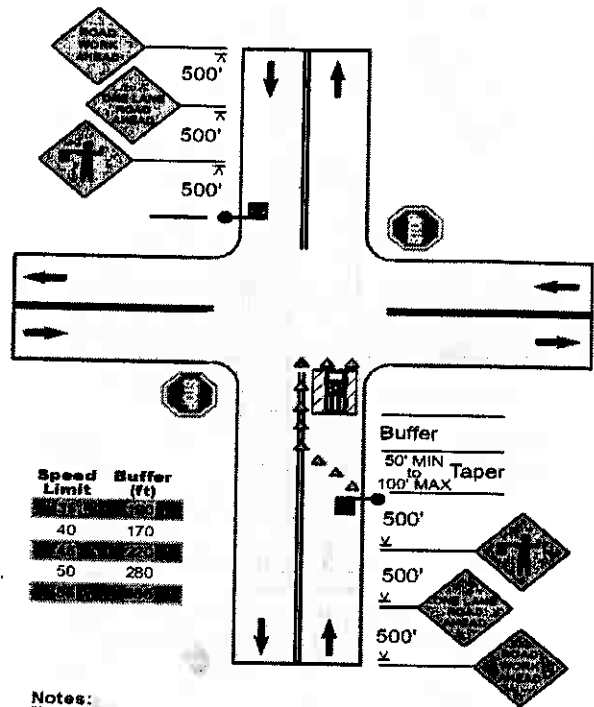
Lane Closure in Advance of an Intersection
(Work Area on the Side Road)



Notes:

1. For low-speed (35 MPH or less) conditions, a 200-foot sign spacing may be used. For speeds of 40 to 50 MPH a 350-foot sign spacing may be used.
2. Depending on traffic conditions, additional traffic control, such as flaggers and appropriate signing, may be needed.
- ★ 3. The middle flagger has the best view of traffic from all directions. This flagger should be designated **lead flagger** and should coordinate the actions of the other flaggers.

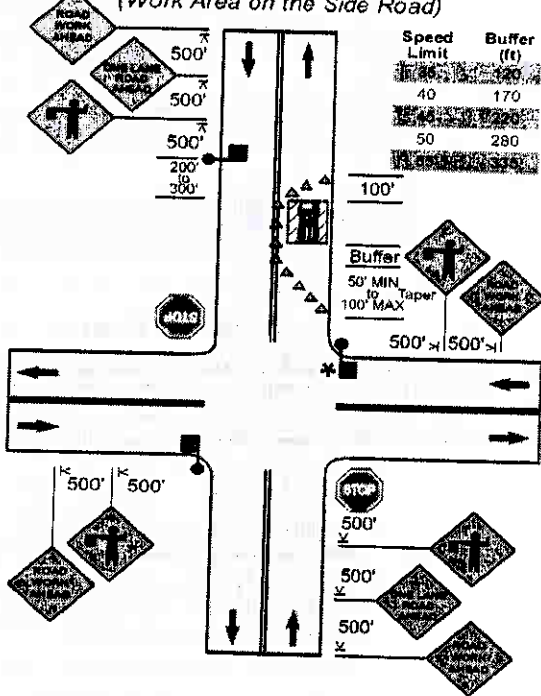
Lane Closure in Advance of an Intersection
(Work Area on the Through Road)



Notes:

1. For low-speed (35 MPH or less) conditions, a 200-foot sign spacing may be used. For speeds of 40 to 50 MPH a 350-foot sign spacing may be used.
2. Depending on traffic conditions, additional traffic control, such as flaggers and appropriate signing, may be needed on the side road approaches.

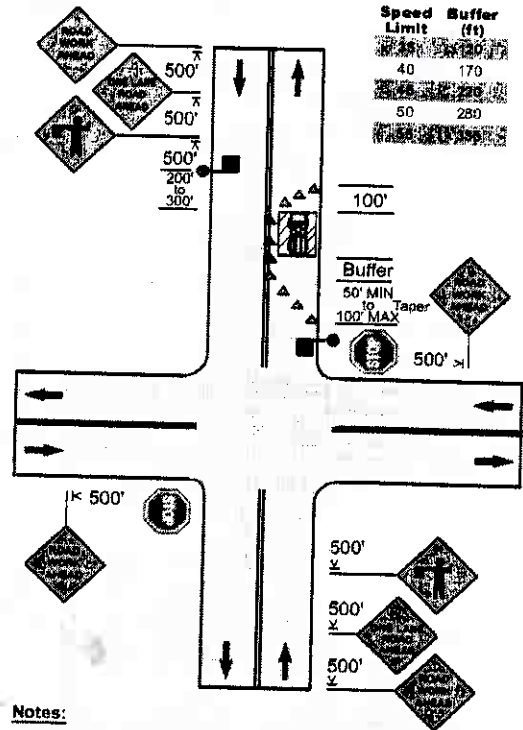
Lane Closure Beyond an Intersection
(Work Area on the Side Road)



Notes:

1. For low-speed (35 MPH or less) conditions, a 200-foot sign spacing may be used. For speeds of 40 to 50 MPH a 350-foot sign spacing may be used.
2. Depending on traffic conditions, additional traffic control, such as flaggers and appropriate signing, may be needed.
- * 3. The middle flagger has the best view of traffic from all directions. This flagger should be designated lead flagger and should coordinate the actions of the other flaggers.

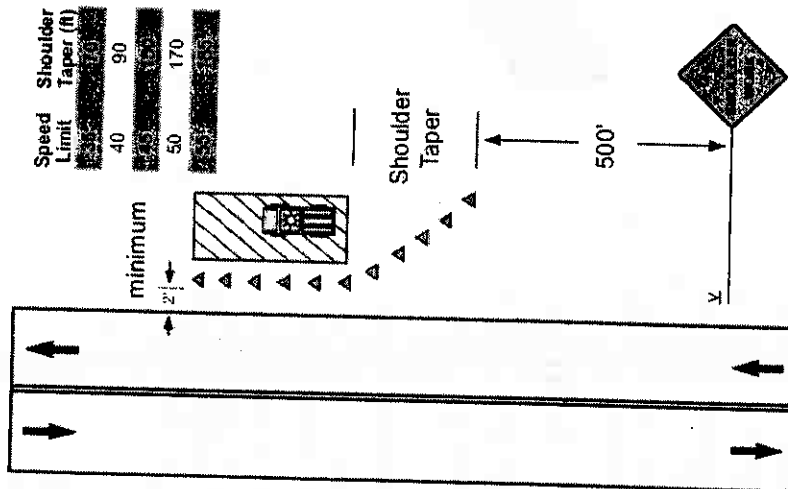
Lane Closure Beyond an Intersection
(Work Area on the Through Road)



Notes:

1. For low-speed (35 MPH or less) conditions, a 200-foot sign spacing may be used. For speeds of 40 to 50 MPH a 350-foot sign spacing may be used.
2. Depending on traffic conditions, additional traffic control, such as flaggers and appropriate signing, may be needed.

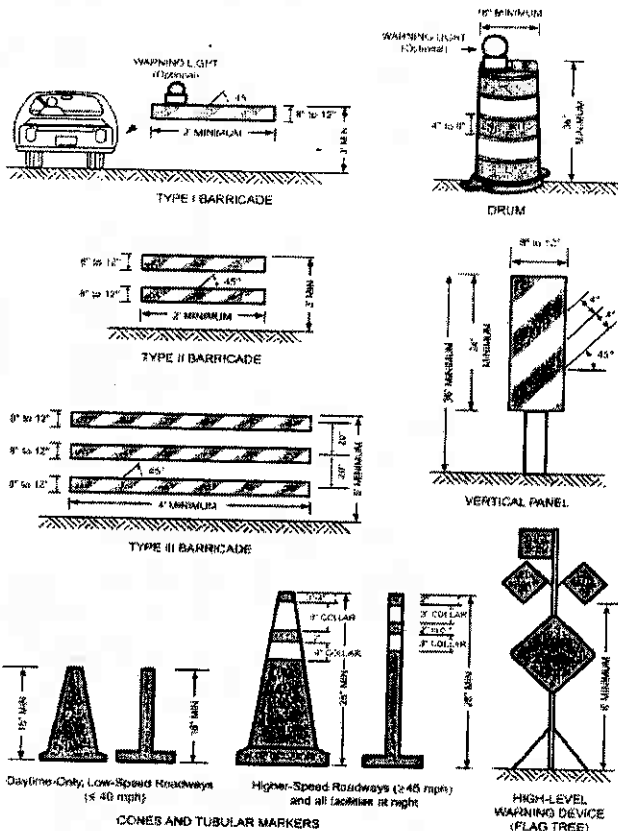
Shoulder Work
(2'-15' From the Edge of Pavement)



Notes:

1. For operations of 60 minutes or less, all signs and channelizing devices may be eliminated if a vehicle with an activated rotating or strobe light is used.
2. For low-speed (35 MPH or less) conditions, a 200-foot sign spacing may be used. For speeds of 40 to 50 MPH a 350-foot sign spacing may be used.
3. "Utility Work Ahead", "Road Work Ahead", or Worker symbol signs may be used instead of the "Shoulder Work" sign.
4. For work performed on a paved shoulder at least 8 feet wide, an additional general warning sign (e.g. "Road Work Ahead") should be used in advance of the "Shoulder Work" sign.

Channelizing Devices



Notes:

1. Stripes on barricade rails slope downward at an angle of 45 degrees in the direction traffic is to pass.
2. Barricade rail stripe widths shall be 6 inches, except that 4-inch wide stripes may be used if rail lengths are less than 36 inches.
3. The sides of barricades facing traffic shall have retroreflective rail faces.

Number of Channelizing Devices Needed

Length (ft)	35 MPH		45 MPH		55 MPH	
	Taper	Buffer/Work	Taper	Buffer/Work	Taper	Buffer/Work
100	6	2-3	6	2-3	6	2-3
150	6	3-5	6	2-4	6	2-3
200	7	3-6	6	3-5	6	2-4
250	9	4-8	7	3-8	6	3-5
300	10	5-9	8	4-7	7	3-6
350	11	5-10	9	4-8	8	4-7
400	13	6-12	10	5-9	9	4-8
450	14	7-13	11	5-10	10	5-9
500	16	8-15	13	6-12	11	5-10
550	17	8-16	14	7-13	11	6-10
600	19	9-18	15	7-14	12	6-11
650	20	10-19	16	8-15	13	6-12

Lighting Devices

Lighting devices for short-term work zones are designed to supplement the signs and channelizing devices used in these zones. Typical lighting devices include warning lights, vehicle rotating or strobe lights, and arrow panels.

Warning Lights – the principal types and use of warning lights are:

1. **Low-Intensity Flashing Lights (Type A)** – used at night to warn of an isolated hazard.
2. **High-Intensity Flashing Lights (Type B)** – used both day and night to warn of an isolated hazard or draw attention to advance warning signs.
3. **Low-Intensity Steady-Burn Lights (Type C)** – used at night in a series to delineate the edge of the travelway and channel traffic.

Arrow Panels

Panel Type	Roadway Speed	Min. Size	Min. # Lamps	Min. Legibility Distance
A	$\leq 35 \text{ mph}$	48" x 24"	12	1/2 mile
B	40 - 50 mph	60" x 30"	13	3/4 mile
C	$\ge 55 \text{ mph}$	96" x 48"	15	1 mile

For mobile operations on high-speed roadways Type B (60" x 30") Arrow Panels may be used.

Taper Length Criteria for Work Zones

There are five types of tapers used in work zone traffic control. The following are their lengths.

Type of Taper	Taper Length
Merging Taper	L Minimum
Shifting Taper	1/2 L Minimum
Shoulder Taper	1/3 L Minimum
One-Lane, Two-Way Traffic Taper	50 feet Minimum to 100 feet Maximum
Downstream Taper (use is optional)	100 feet per lane Minimum

Formulas for L

Speed Limit	Formula
40 MPH or Less	$L = WS^2$
	60
45 MPH or Greater	$L = WS$

L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph



North Carolina Department of Environment and Natural Resources

Michael F. Easley, Governor
William G. Ross, Jr., Secretary

Division of Waste Management
Underground Storage Tank Section

Darrel P. Matthews, Director

September 18, 2007

Mr. Steve Hudson
Catlin Engineers and Scientists
P. O. Box 10279
Wilmington, NC 28404-0279

Re: Review of Letter Concerning Free-Product
Delineation
Building G480
Camp Lejeune
Onslow County

Dear Mr. Hudson:

The Division has received and reviewed your September 10, 2007 letter concerning delineation of a groundwater contaminant/free-product plume at the subject site. The Division understands that the NCDOT is requiring a letter from the Division expressing the requirement to delineate the plume at this location.

We understand that the subject plume is from an underground storage tank which was previously located at the subject site. The detection of free-product automatically classifies the risk of this incident at a minimum of intermediate. Responsible parties of intermediate risk sites must comply with the assessment requirements of 15A NCAC 2L .0106c and g, and 15A NCAC 2N .0706. These regulations require the entire extent of plume be defined. Catlin Engineers and Scientists feels that up to 4 additional monitoring wells will be required on the easement to delineate the contaminant plume.

If you have any questions regarding this letter, please contact me at the address or telephone number listed below.

Sincerely,

Bruce Reed
Hydrogeologist II
Wilmington Regional Office

cc: Johanna Arnold (Camp Lejeune)
WiRO-UST

UST Regional Offices

Asheville (ARO) – 2090 US Highway 70, Swannanoa, NC 28778 (828) 296-4500

Fayetteville (FAY) – Systel Building, Suite 714, Fayetteville, NC 28301 (910) 486-1541



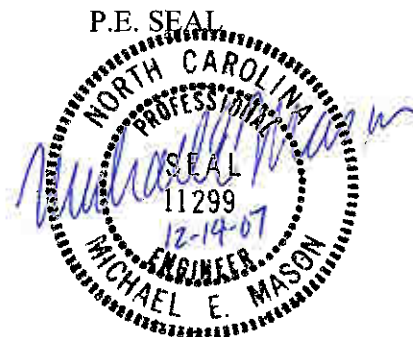
VERIFICATION OF COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

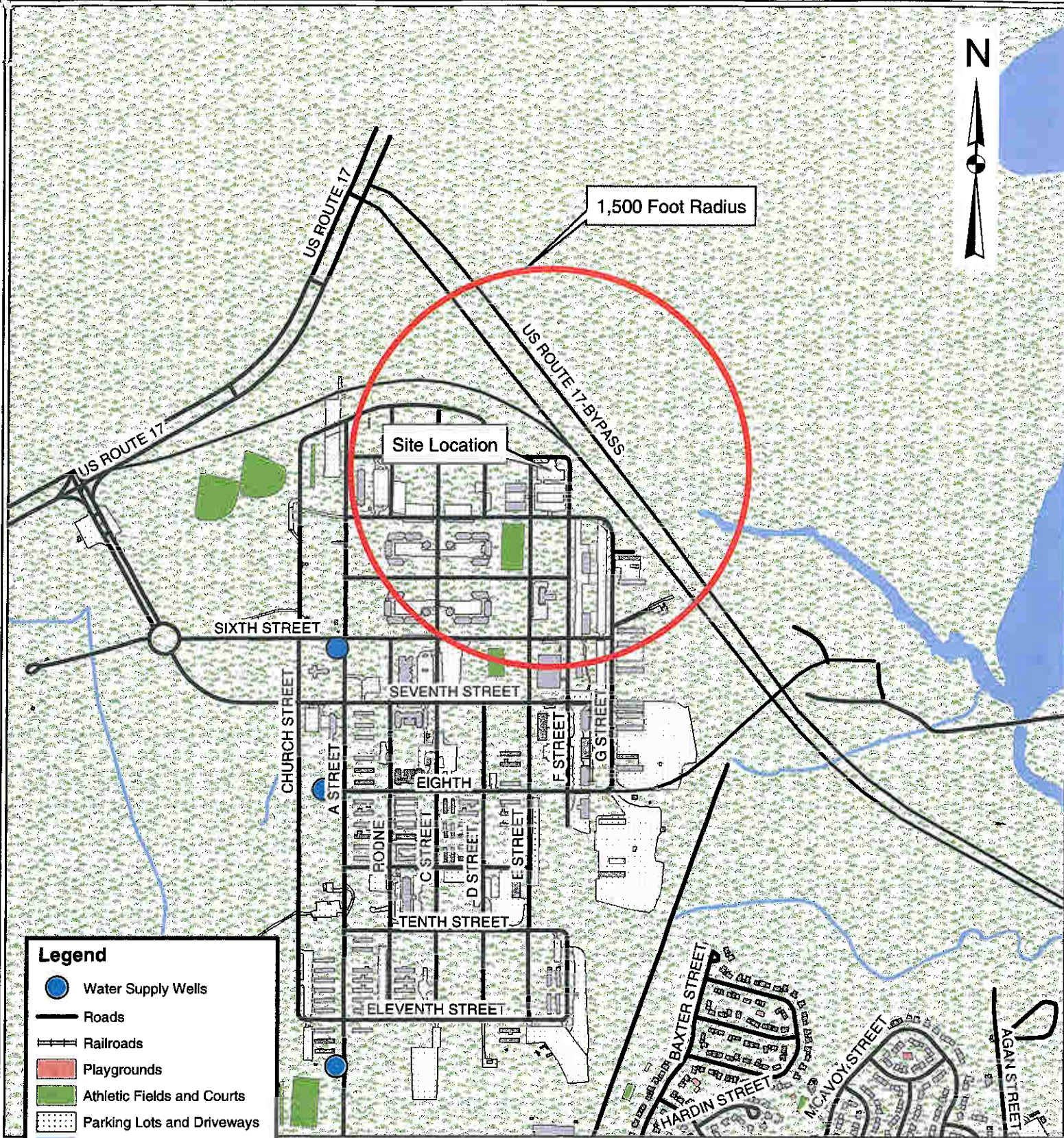
(Check Appropriate Box)

- Permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers are not required for this project. However, all applicable federal and state regulations have been followed.
- The required permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers have been obtained for this project. Copies of permits and Completion Certificates are attached. *NC DENR well construction permit requires property owner permission and will be requested after approval of encroachment agreement.*
- All applicable NPDES Stormwater Permit requirements have been met for this project. (The applicant should contact the N.C. Division of Water Quality in Raleigh to determine if a stormwater permit is required.) *None required.*
- The project is in compliance with all applicable sedimentation and erosion control laws and regulations.

Project Name: G 480
Township: Jacksonville County: Onslow
Project Engineer: Michael E. Mason Phone No.: 910-452-5861
Project Contact: Johanna Arnold, Ph.D. 910-451-9114

Applicant's Name: *[Signature]*
Date Submitted: Jan 11 2008





Data Sources: Data Layers provided by MCB Camp Lejeune GIS Office.

	PROJECT	TITLE		FIGURE
	WORKPLAN/HASP SITE G480 - CSA MARINE CORPS BASE CAMP LEJEUNE, NC	SITE LOCATION MAP		1
JOB NO.	DATE	SCALE	DRAWN BY	CHECKED BY
206-111	NOV 2007	AS SHOWN	SAC	SVH

WORKPLAN/HASP SITE G480 - CSA MARINE CORPS BASE CAMP LEJEUNE, NC



LEGEND

Monitoring Wells	Free Product	Vegetation Cover
⊕ Type I	● Free Product Detected	🌳 Forestland
⊕ Type II	● No Measurable Product	🌳 Scrubland
⊕ Type III	📏 Free Product Plume	🌳 Wetland
⊕ Pumping Well	🏠 Buildings and Structures	🛣️ Airfield Pavement
⊕ Unknown Well Type	🏠 Demolished Structures	🛣️ HELIPAD
🔵 Water Supply Wells	🛢️ Oil/Water Separators	🛣️ RAMP
🟢 Above Ground Storage Tank	🧱 Slabs	🛣️ RUNWAY
🔴 Underground Storage Tank	🛣️ Roads	🛣️ SHLDR_OVERRUN
🚂 Railroad Tracks	🛣️ Driveways	🛣️ TAXIWAY
🚪 FENCE	🅑 Parking Lots	
🚪 GATE	🌊 Surface Water Bodies	
🚪 WALL	🌊 Creeks and Streams	
	➡ Groundwater Flow Direction	
	⊕ Proposed Monitoring Well	

NOTES

1. Data layers provided by MCB Camp Lejeune GIS Office and developed by CATLIN.
2. ROW and Edge of pavement adapted from NCDOT Project-8.T261301 (U-2107B) sheets 4 & 5.
3. For traffic control appropriate signage will be placed on the right side of US Highway 17 Bypass North and South bound lanes approximately 500' and 1500' from workarea.
4. All dimensions and locations are approximate.

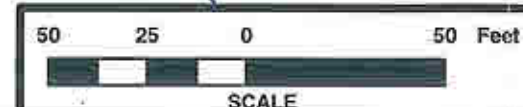
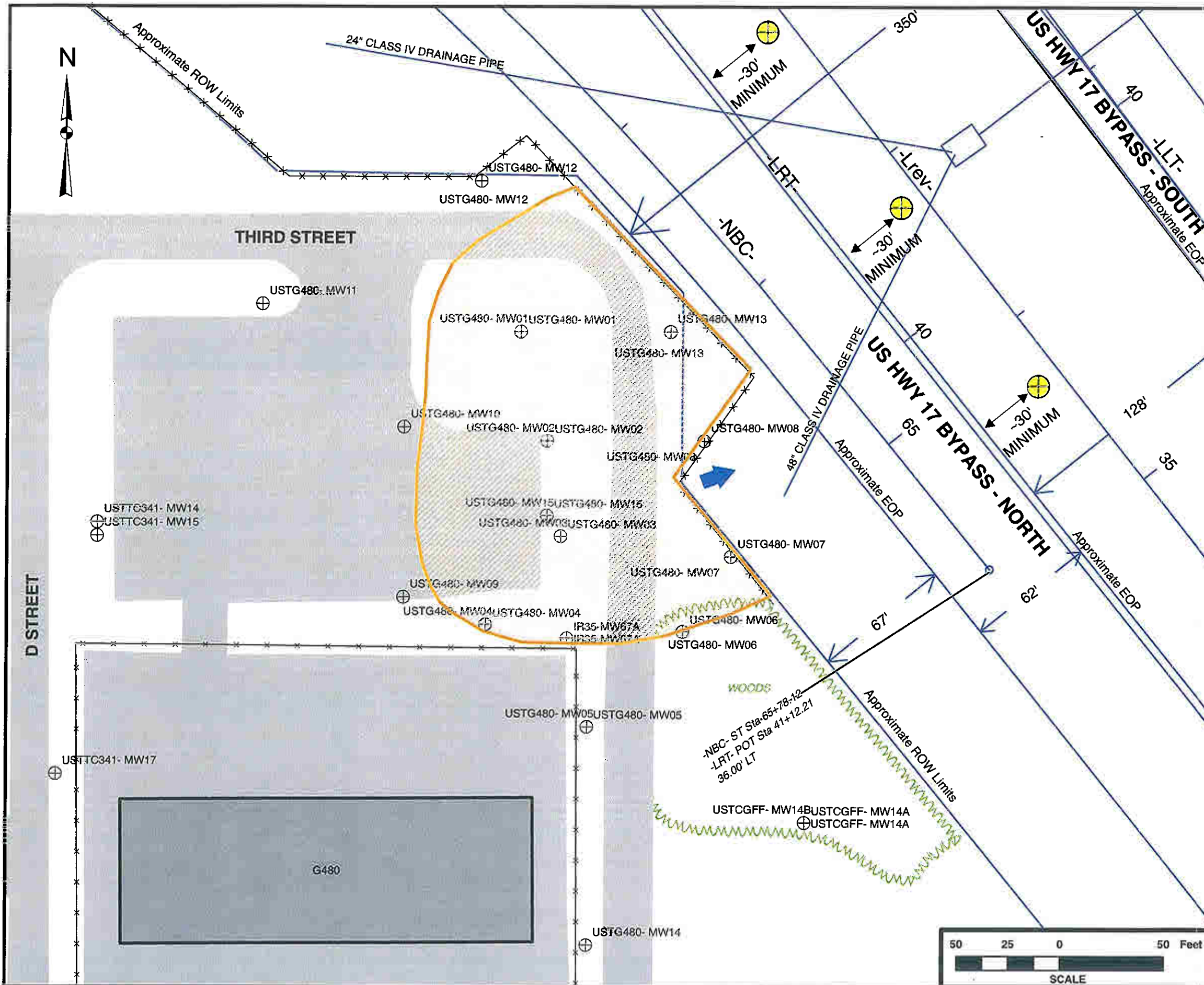


SITE PLAN WITH PROPOSED MONITORING WELLS

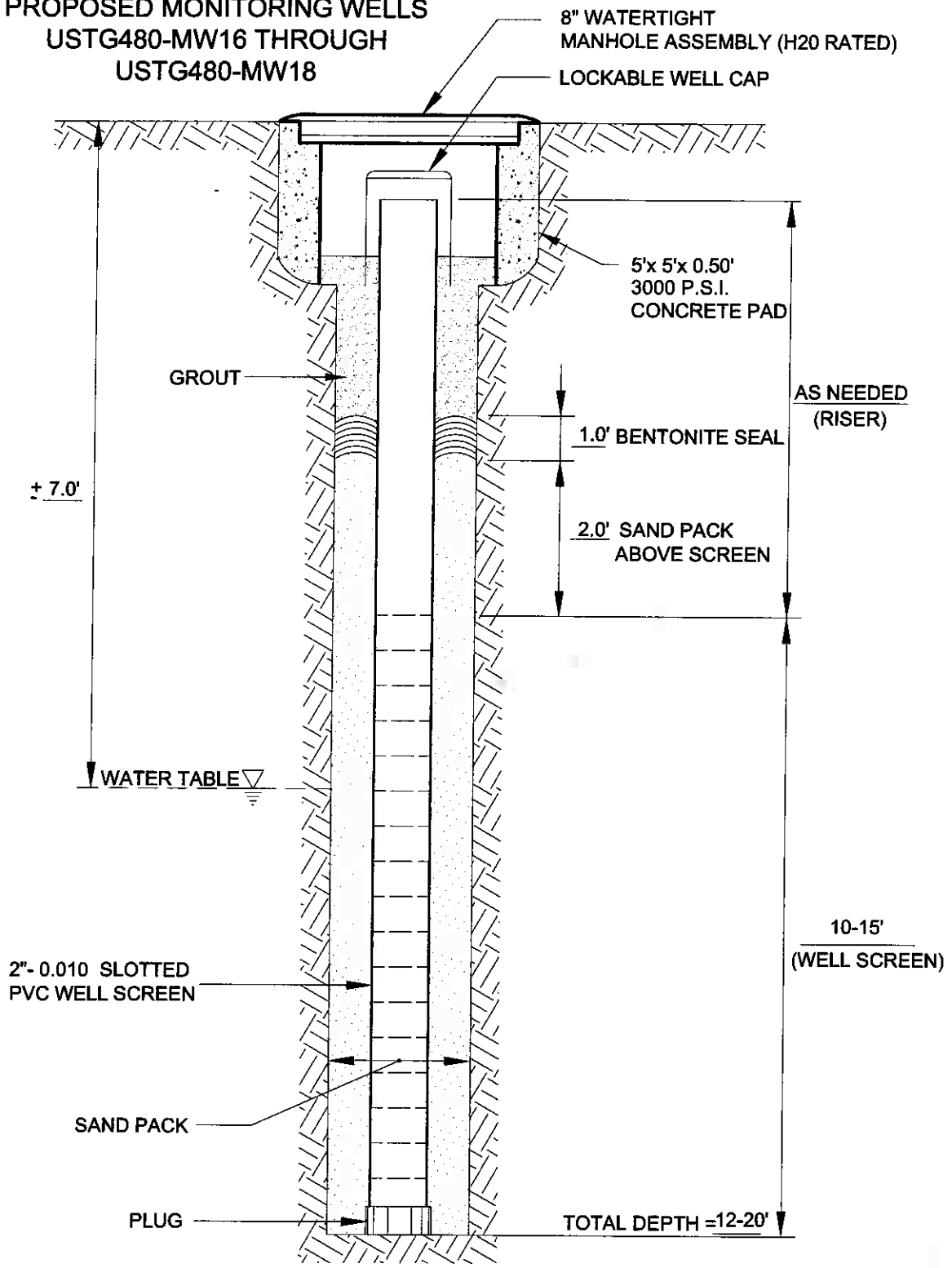
FIGURE

2

Job No.: 206-111	Date: DEC 2007	Scale: AS SHOWN	Drawn By: THW	Checked By: SVH
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**PROPOSED MONITORING WELLS
USTG480-MW16 THROUGH
USTG480-MW18**



CAELIN
ENGINEERS and SCIENTISTS
WILMINGTON, NORTH CAROLINA

PROJECT: **SITE G480
MARINE CORPS BASE
CAMP LEJEUNE, NC**

JOB NO: 206-111 DATE: DEC 2007

TITLE: **PROPOSED
UNPAVED SURFACE TYPE II
MONITORING WELL DETAIL**

SCALE: NTS DRAWN BY: KAWS CHECKED BY: MEM

FIGURE
3

APR 25 2008

Marine Corps Base Camp Lejeune
EMD Document Routing Slip

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451

Correspondence ID Number

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Tickler #

Review

Tickler Closed

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Routing

Incoming

Signature

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RETURN:

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SUBJECT: ENCROACHMENT AGREEMENT ON US 17 BYPASS IN ONSLOW COUNTY

COMMENTS: *Byrne / Johnson - for your files.*
JT

ROUTING: Originator: J LEDFORD Initials: JCL Date: 4/24/2008

1. J TOWNSON Initials: *JMT* Date: 4/24/08

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3. _____ Initials: _____ Date: _____

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