

N42237.AR.000001
NSB KINGS BAY
5090.3a

LICENSE TO PERMIT CAMDEN COUNTY TO CONSTRUCT AND OPERATE A SANITARY
LANDFILL ON NSB KINGS BAY GA
11/1/1975
U S ARMY

0001

DEPARTMENT OF THE ARMY
LICENSE

MILITARY OCEAN TERMINAL, KINGS BAY, GEORGIA

DACA21-3-76-3409

THE SECRETARY OF THE ARMY hereby grants to CAMDEN COUNTY, GEORGIA, a Political Subdivision of the State of Georgia, with principle office in Woodbine, Georgia

a license, for a period of -----five (5) years ----- commencing on 1 November 1975

and ending 31 October 1980

but revocable at the will of the Secretary of the Army, to

construct, operate and maintain a sanitary land fill

as shown in red on Exhibit -----"A"-----, attached hereto and made a part hereof, and described as follows:

DISTRIBUTION		
Send to	Date	Copy Fed
	MAR 18 1976	
Grantee		✓
GAO		
F&A Branch		
P&C Branch		✓
M&D Branch		✓
HQDA (DAEN-REP)		
HQ, USAF, Wash DC ATTN: Dir Civ Engr		
Cmdr AFB		
CG, 3d Army ATTN: AJAGL-E-L		
CG		
AREO, Cary, NC		
Cdr, M&T, Kings Bay		✓
Cdr, M&T, Sunny Point		✓

THIS LICENSE is granted subject to the following conditions:

1. That the licensee shall pay to the United States compensation in the amount of \$-----

Payments shall be forwarded directly to

DELETE IN ITS ENTIRETY

2. That the exercise of the privileges hereby granted shall be without cost to the United States, under the general supervision and subject to the approval of the officer having jurisdiction over the property, hereinafter referred to as "said officer," and subject also to the conditions prescribed by him from time to time.

3. That any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the said officer, or in lieu of such repair or replacement the licensee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

4. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for injuries to the person of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities on the said premises, and the licensee shall hold the United States harmless from any and all such claims.

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5. That, on or before the date of expiration of this license or its relinquishment by the licensee, the licensee shall vacate the said Government premises, remove all property of the licensee therefrom, and restore the premises to a condition satisfactory to the said officer, damages beyond the control of the licensee and due to fair wear and tear excepted. If, however, this license is revoked, the licensee shall vacate the premises, remove said property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the licensee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause the property to be removed and the premises to be so restored at the expense of the licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

6. That the licensee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the licensee, including the licensee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said officer upon bills rendered monthly.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of the facilities constructed by the licensee on the said premises.

8. That this license may be terminated by the licensee at any time by giving to the Secretary of the Army, through the said officer, at least ten (10) days' notice in writing; provided that, in case of such termination, no refund by the United States of any rental theretofore paid shall be made.

9. That it is to be understood that this license is effective only insofar as the rights of the United States in the property involved are concerned, and that the licensee shall obtain such permission as may be necessary on account of any other existing rights.

10. That the licensee shall comply promptly with any regulations affecting the activity hereby authorized issued by the Federal Water Pollution Administration, and/or the State Health and Sanitation Board or the State Water Pollution Board. Further, the control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions or instructions in effect or prescribed by the Federal Water Pollution Control Administrator or state agency are hereby made a condition of this license.

11. That the County will evacuate all personnel from the area upon notification by the Terminal Commander and personnel will not re-enter the area until so notified. Also, there shall be no structures for human habitation constructed on the site. The licensee may construct a temporary building for the gate guard and storage purposes.

12. That the area will be fenced, at no expense to the Government, and the Government will be provided with two keys to the locks on the boundary road gates. Also, keys to the gates will be provided to the Civilian-in-Charge, Kings Bay Military Ocean Terminal.

13. That the site will have direct access from outside the Terminal which is to minimize the impact on operations.

14. This license is issued in accordance with the Solid Waste Handling Permit issued by Department of Natural Resources, Environmental Protection Division, Atlanta, Georgia.

15. ~~xxx~~ That Condition ~~(xx)~~ No. ~~(xx)~~ 1
the execution of this License.

was ~~(xxxxxx)~~ deleted before

This License is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army

this 18th day of March 1976


W. K. MEIS
Chief, Real Estate Division

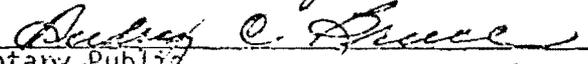
The above instrument, together with all the conditions thereof, is hereby accepted this

day of 19

CAMDEN COUNTY, GEORGIA

WITNESSES:

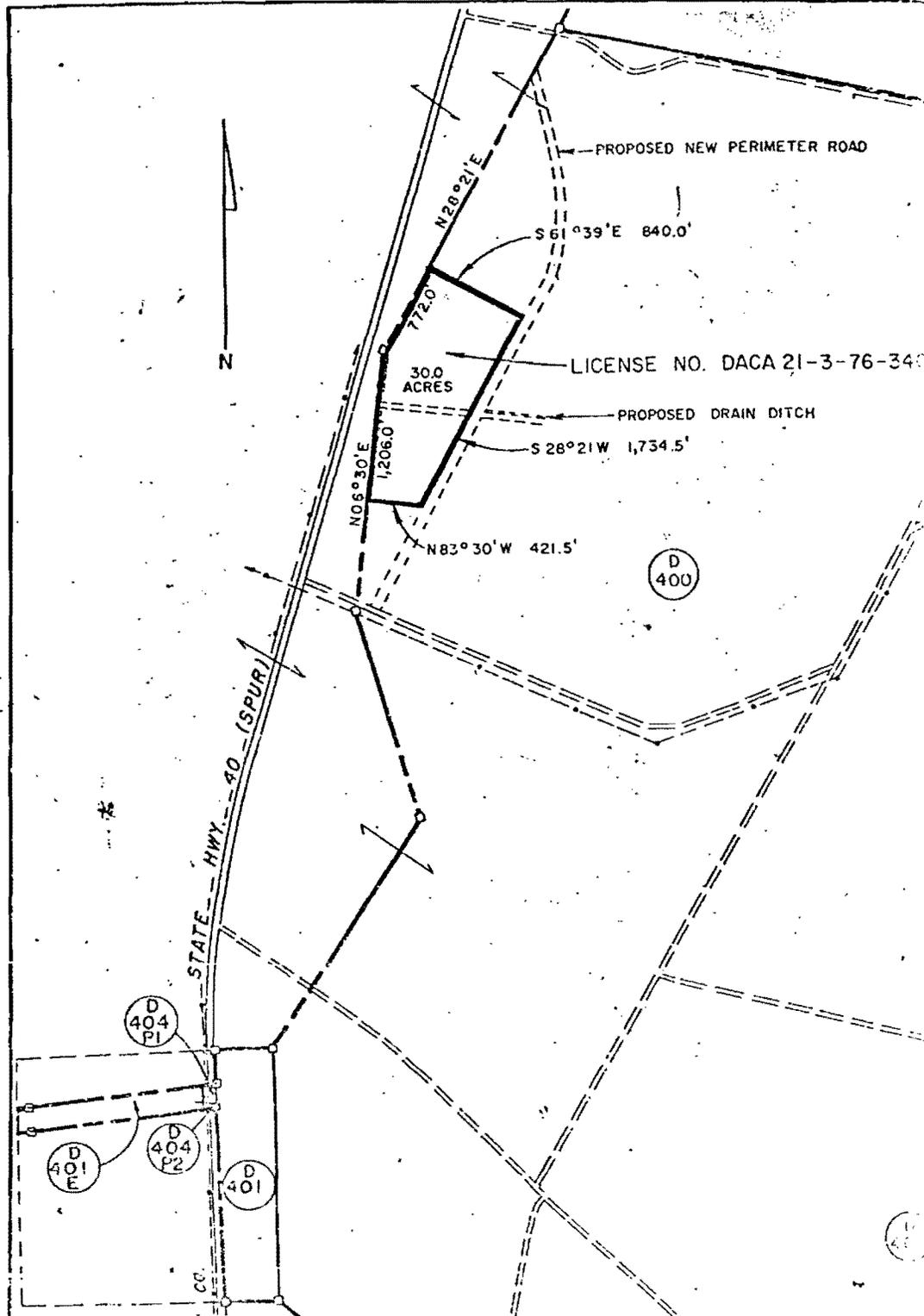




Notary Public
Notary Public, Georgia, State at Large
My Commission Expires May 3, 1977

BY: 

TITLE: CHAIRMAN



CUTGRANT MAP
 LICENSE NO. DACA21-3-76-3409
 A PORTION OF SECTM "D"
 MILITARY OCEAN TERMINAL,
 KINGS BAY
 SCALE 1" = 1000'
 REVISED DATE
 26 NOVEMBER
 EXPR