DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT BRAGG
2175 REILLY ROAD, STOP A
FORT BRAGG NORTH CAROLINA 28310-5000

REPLY TO
ATTENTION OF

March 31, 2014

Directorate of Public Works

Ms. Stephanie Horton
Department Of Environment and Natural Resources
Ecosystem Enhancement Program
1619 Mail Service Center
Raleigh, NC 27699-1619

Dear Ms. Horton:

Enclosed for signature and return, is a Department of the Army Installation Commander's License No. FB-14-01, granting an additional 5 year term effective upon final signature.

Please execute this supplemental agreement on behalf of DENR by signing the document on page 4 and return original to ATTN: IMBG-PWM-R (Karin Viox) 2175 Reilly Rd, Stop A, Fort Bragg, NC 28310-5000. Please keep a copy for your records. If you have any questions, you may contact Ms. Karin Viox, (910) 396-7819.

"Vee-ox"
(910) 432-2201
direct

Sincerely,

GREGORY G. BEAN
Director of Public Works

Enclosure

RECEIVED
APR 22 2014
NC ECOSYSTEM
ENHANCEMENT PROGRAM

FB-14-01
DEPARTMENT OF THE ARMY LICENSE
FORT BRAGG
NORTH CAROLINA

THE SECRETARY OF THE ARMY, under authority of the general administrative authority of the Secretary, hereinafter referred to as the Installation Commander, hereby grants to the North Carolina Department of Environment and Natural Resources (NCDENR) referred to as the licensee, a license to design, survey, construct, and monitor stream and wetland mitigation sites in accordance with the current Integrated Natural Resource Management Plan (INRMP) for a (five) 5 year term beginning September 15, 2011 and ending September 14, 2016 on Fort Bragg hereinafter referred to as the premises and attached hereto as Exhibit A.

THIS LICENSE is granted subject to the following conditions:

1. **TERM**

This license is granted upon execution and is revocable at will by the Installation Commander. Use will not exceed 30 non-consecutive days or up to 7 consecutive days within the year.

2. **CONSIDERATION**

The consideration for this license shall be the construction, operation, and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. **NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the licensee, to Mr. Tim Baumgartner, North Carolina Department of Environment and Natural Resources, Ecosystem Enhancement Program (Deputy Director), 1652 Mail Service Center, Raleigh, NC 27699-1652, and if to the United States, to the Installation Commander, ATTN: Directorate of Public Works/IMBG-PWM-R, 2175 Reilly Road, Stop A, Fort Bragg, NC 28310-5000 or as may from time to time otherwise be directed by the parties.

4. **AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "licensee" shall include any duly authorized representatives.

5. **SUPERVISION BY THE INSTALLATION COMMANDER**

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, Fort Bragg, hereinafter referred to as said officer,

and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The licensee shall comply with all applicable federal, state, county and municipal laws, ordinances, and regulations wherein the premises are located. This includes the current Integrated Natural Resource Management Plan (INRMP).

7. CONDITIONAL USE BY LICENSEES

The exercise of the privileges herein granted shall be:

a. Without cost or expense to the United States.

b. Subject to the right of the United States to improve, use, or maintain the premises.

c. Subject to other outgrants of the United States on the premises.

d. Personal to the licensee, and this license, or any interest therein, may not be transferred or reassigned.

e. Consistent with all safety and security considerations, will at all times be compatible with military operations and will be subject to approval by said officer.

8. CONDITION OF PREMISES

The licensee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

Condition deleted.

10. PROTECTION OF PROPERTY

The licensee shall keep the premises in good order and in a clean, safe condition by and at the expense of the licensee. The licensee shall be responsible for any damage that may be caused to property of the United States by the activities of the licensee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. 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 a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the licensee in an amount

necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

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 damages to the employees or others who may be on the premises at their invitation or the invitation of any one of them, and the licensee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

Condition deleted.

13. TERMINATION

This license may be terminated by the licensee at any time giving the Installation Commander at least ten days notice in writing.

14. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground, and water. The licensees shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any federal, state, interstate, or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any federal, state, interstate, or local governmental agency are hereby made a condition of this license.

b. The licensee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the licensee's activities, the licensee shall be liable to restore the damaged resources.

15. HISTORIC PRESERVATION

The licensee shall not remove or disturb or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer

and protect the site and the material from further disturbance until said officer gives clearance to proceed.

16. **INSURANCE**
Condition deleted.

17. **DISCLAIMER**
This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by federal, state, or local statute in connection with the use of the premises.

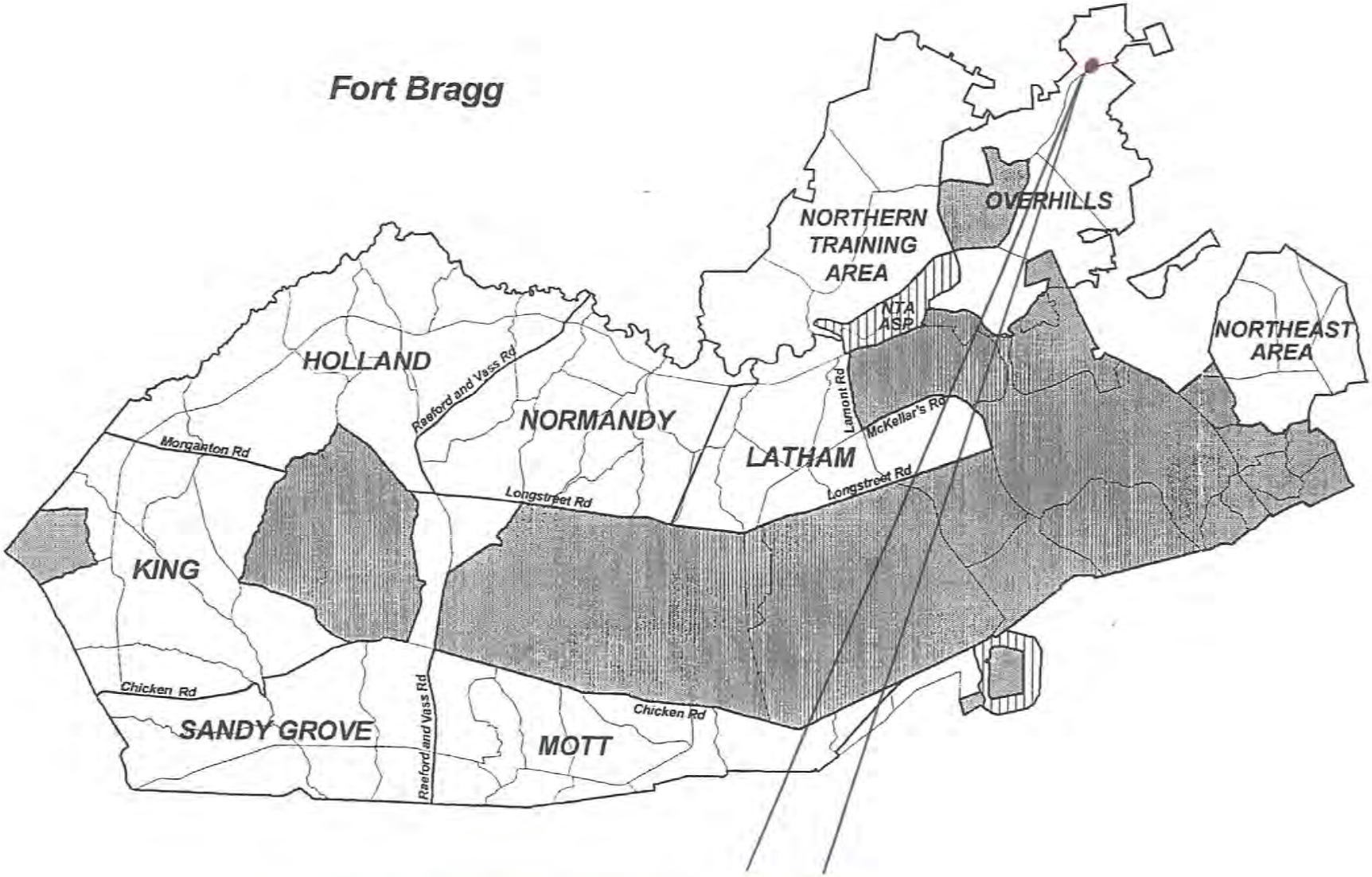
THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 25th day of March, 2014.

JEFFREY M. SANBORN
Colonel, FA
Garrison Commander

THIS LICENSE is also executed by the licensee this 23 day of April 2014.

Deputy Director of Operations
North Carolina Department of Environment and Natural Resources



Location on Fort Bragg for Wetlands Mitigation