

PARTNERS AGREEMENT FOR RED WOLF PROGRAM

Project Originator and Organization Code: Mike Phillips, 41630
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Cooperator: LUX CORPORATION
Address: Mr. Bill Stillwagon, 319 South Maple, Greensburg, PA
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SUMMARY OF PARTNERS AGREEMENT

Location (Legal Description): 7,580 acres (hereinafter referred to as Lux Farm) located in Hyde County, North Carolina (Lake Landing Township).

Relationship to Refuge: Lux Farm is located southeast of the southern border of Alligator River National Wildlife Refuge. The northwest corner of Lux Farm shares a common boundary with the refuge.

Description of Agreement: This agreement requires that LUX CORPORATION permit red wolves to wander property described above. Additionally, LUX CORPORATION will provide U.S. FISH AND WILDLIFE SERVICE personnel access to property described above so that they can manage resident red wolves.

Compensation: This agreement requires that the U.S. FISH AND WILDLIFE SERVICE provide \$1200.00/year for services rendered by LUX CORPORATION.

Benefits and Comments: Lux Farm consists of habitats that are ideal for endangered red wolves. Indeed, 4 to 8 red wolves have thrived in this area since October 1990. Inclusion of Lux Farm in the Red Wolf Recovery Program through this Partners Agreement will significantly increase the odds of the U.S. FISH AND WILDLIFE SERVICE realizing its objective of establishing a viable population of red wolves in eastern North Carolina.

PARTNERS AGREEMENT FOR RED WOLF PROGRAM

This PARTNERS AGREEMENT is made and entered into this 20th day of MAY, 1993, by and between the LUX CORPORATION (hereinafter referred to as "LUX") and the United States of America, acting through the FISH AND WILDLIFE SERVICE (hereinafter referred to as "the SERVICE")

W I T N E S E T H

WHEREAS, the SERVICE is authorized to take steps required for the development, management, advancement, conservation and protection of wildlife resources pursuant to the Fish and Wildlife Act of 1956, 16 U.S.C. sec. 742a et seq., the National Wildlife Refuge System Administration Act of 1966, 16 U.S.C. sec. 668dd et seq., and the Endangered Species Act of 1973, 16 U.S.C. 1531-1543; 87 Stat. 884, as amended, and

WHEREAS, the SERVICE has implemented a historical attempt to reestablish the endangered red wolf (Canis rufus) on Alligator River National Wildlife Refuge; and

WHEREAS, the project represents the first time in history that an attempt has been made to reestablish an animal, extinct in the wild, back into its former range; and

WHEREAS, LUX wishes to assist the SERVICE in the preservation and attempt to return to the wild the endangered red wolf; and

WHEREAS, LUX owns 7,580 acres of land adjacent to and near the Refuge containing habitats very similar to that of the Refuge; and

WHEREAS, occasionally within recent years red wolves have wandered onto lands owned and managed by LUX and were required to be captured and returned to Refuge lands; and

WHEREAS, the red wolf is no threat to man and feeds primarily on small to medium-sized mammals.

NOW THEREFORE, LUX and the SERVICE agree as follows:

1. That the SERVICE provide One Thousand Two Hundred Dollars (\$1,200)/year for services rendered by LUX. Payment will occur after receipt of an invoice from LUX for services provided during the preceding fiscal year. The fiscal calendar for this Agreement extends from October 1 through September 30. Unless terminated by written notice, this Agreement will remain in force for a period of five (5) fiscal years (1993 through 1997, inclusive).

2. That LUX will allow red wolves to wander its lands.

3. That LUX will allow personnel of the SERVICE access to, in, over and across their lands to track, monitor, and if need be, capture wolves. Personnel of the SERVICE will enter the lands only after conferring with the local LUX land manager.

4. That personnel of the SERVICE shall immediately vacate LUX lands if notified by the land manager that their presence is causing damage or deterioration to LUX lands or in any other way hindering LUX operations.

5. That upon termination of this agreement the SERVICE will immediately capture and remove all red wolves from LUX lands.

6. That the liability of the United States for acts or omissions of its employees which result in the damages to LUX property shall be governed by the terms of the Federal Tort Claims Act.

7. That pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress or resident commissioner, after his election or appointment, and either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Nothing in this Agreement shall affect or interfere with the fulfillment of the obligations and rights of either party hereto to manage the lands and programs administered by them in accordance with their other basic land management responsibilities.

This Agreement may be revised as necessary by mutual consent of either party by the issuance of a written amendment, signed and dated by both parties.

Either party may terminate this Partners Agreement by providing written notice to the other. Unless terminated by written notice, this Agreement will remain in force for a period of five (5) years. At the end of that time, the parties will assess the benefits accrued and determine if the agreement should be reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Partners Agreement as of the last day and date last below written.

5-20-93

Date

LUX CORPORATION

BY: *William G. Kelly, Jr.*

ATTEST:

Dwight Mudgett

Secretary

(SEAL)

5/20/93

Date

U.S. DEPARTMENT OF INTERIOR FISH AND WILDLIFE SERVICE

BY: *Michael A. Phelps*