

PARTNERS AGREEMENT FOR RED WOLF PROGRAM

Project Originator and Organization Code: Mike Phillips, 41630
Address: U.S. Fish and Wildlife Service, P.O. Box 1969, Manteo,
NC 27954; ph: 919-473-1131, fax: 919-473-1668

Cooperator: Agri-East Group, Inc. Attention: Steven Fletcher
Address: Fred Webb Grainery, P.O. Box 10, Pantego, NC 27860;
ph: 919-943-3061, fax: 919-943-3604

SUMMARY OF PARTNERS AGREEMENT

Location: Agri-East Group, Inc. property includes approximately 6,500 acres located near Pantego, North Carolina.

Relationship to Refuge: Agri-East Group, Inc. property is located approximately 10 kilometers west of the Pocosin Lakes National Wildlife Refuge.

Description of Agreement: This agreement requires that Agri-East Group, Inc. permit red wolves to enter and inhabit property described above. Additionally, Agri-East Group, Inc. will provide U.S. Fish and Wildlife Service (hereafter referred to as Service) personnel access to Agri-East Group, Inc. property so that they can monitor and manage resident red wolves.

Compensation: This agreement requires that the Service provide \$1,500/year for services rendered by Agri-East Group, Inc.

Duration of Agreement: Unless terminated by written notice, this Agreement will remain in force for a period of 5 years starting from 1 October 1993.

Benefits and Comments: Agri-East Group, Inc. property consists of habitats that are ideal for red wolves. Inclusion of Agri-East Group, Inc. property in the Red Wolf Recovery Program through this Partners Agreement will significantly increase the odds of the 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 15 day of April, 1994, by and between Agri-East Group, Inc. and the United States of America, acting through 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 on PLNWR, 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, Agri-East Group, Inc. wishes to assist the SERVICE in the attempt to return to the wild the endangered red wolf, and

WHEREAS, Agri-East Group, Inc. owns approximately 6,500 acres of land near PLNWR and contains habitats similar to that of PLNWR, and

WHEREAS, occasionally within recent years red wolves have wandered onto land owned by Agri-East Group, Inc.

NOW THEREFORE, Agri-East Group, Inc. and the SERVICE agree as follows:

1. That the SERVICE provide Fifteen Hundred Dollars (\$1,500) per year for service rendered by Agri-East Group, Inc. Payment will occur after receipt of an invoice from Agri-East Group, Inc. 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 Agri-East Group, Inc. will allow red wolves to wander his lands.
3. That Agri-East Group, Inc. will allow personnel of the SERVICE access to, in, over and across his land to manage the wolves. Personnel of the SERVICE will enter Agri-East Group, Inc. property only after conferring with Agri-East Group, Inc. property management.
4. That personnel of the SERVICE will immediately vacate Agri-East Group, Inc. property if notified by Agri-East Group, Inc. property manager that their presence is causing damage or deterioration to Agri-East Group, Inc. property or in any other way hindering the management operations employed by Agri-East Group, Inc. property management on Agri-East Group, Inc. property.

5. That upon termination of this agreement the SERVICE will immediately capture and remove all red wolves from Agri-East Group, Inc. property if Agri-East Group, Inc. deems removal to be necessary.

6. That the liability of the United States for acts or omissions of its employees which result in the damages to Agri-East Group, Inc. 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.

8. That in the event that the experimental non-essential designation of red wolves is proposed to be changed by the SERVICE, Agri-East Group, Inc. shall be immediately notified of such a proposal. Agri-East Group, Inc. may at that time exercise the rights issued to them under point 5.

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 Partners 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 5 years starting with 1 October 1993. 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.

3/31/94
Date

BY: Jeff Stewart President

ATTEST:
Joni A King
Secretary

(SEAL)

U.S. DEPARTMENT OF INTERIOR FISH AND WILDLIFE SERVICE

2/15/94
Date

BY: Jennifer A Dagen



United States Department of the Interior

FISH AND WILDLIFE SERVICE



Mr. Steven Fletcher
Fred Webb Grainery
P.O. Box 10
Pantego, NC 27860

28 February 1994

Dear Steven,

This acts as an official addendum to the proposed "Partners Agreement" between Agri-East Incorporated and the U.S. Fish and Wildlife Service. As per your request the Service now offers \$1,500 per year as compensation to Agri-East for allowing red wolves to inhabit property owned by Agri-East.

Sincerely,

Jennifer Dagen
Biologist
Red Wolf Recovery Program
U.S. Fish and Wildlife Service
P.O. Box 1969
Manteo, NC 27954