

L I C E N S E

THIS LICENSE, granted the 3rd day of July, 2001, by LUKE M. SAWYER and BETTY SAWYER, hereinafter referred to as the Licensors, to the UNITED STATES OF AMERICA, and its assigns, hereinafter referred to as the Government.

WITNESSETH, that the Licensors, for and in consideration of the mutual benefits resulting from the rights herein granted, the receipt whereof is hereby acknowledged, do hereby grant and permit the Government the full and free use, subject to the conditions hereinafter enumerated, of the right to re-dredge, and to place spoil from such re-dredging, along a canal known as the West Main Canal, leading from Lake Mattamuskeet to Hodges Fork Bay on that tract of land owned by the Licensors described as follows:

D E S C R I P T I O N

A strip of land approximately 15.24 meters (50 feet) in width lying north of and parallel to the north lines of U. S. tracts (39), (40), and (41), Hyde County, North Carolina, said strip of land beginning at the property boundary line common to the lands of Weyerhaeuser Company and the Licensors on the east and running westerly approximately 82.034 chains to the boundary line common to the lands of Licensors and T. A. O'Neal.

The above-described parcel of land is shown in red on the attached plat which is made a part of this license.

C O N D I T I O N S

1. That the Government shall have the right to place spoils resulting from the re-dredging of the West Main Canal on the spoils right-of-way described above as the same is located across the land of the Licensors. If requested by the Licensors, the spoil will be rough spread and leveled by the Government.
2. That the Licensors reserve the right to remove all fencing and other improvements, agricultural crops and any timber lying or standing on the land hereinbefore described, provided the said fencing, improvements, crops and timber must be removed prior to the commencement of redredging activities by the Government.
3. That the Government will leave open any lateral drainage ditches now entering the West Main Canal.
4. That as soon as the re-dredging of the West Main Canal has been completed, all the rights and privileges granted to the Government under the terms of this license shall cease.

5. That this license, when accepted by the Government, shall be binding upon and shall inure to the benefits of the successors and assigns of the parties.

6. It is understood that the acceptance of this license by the Government is made contingent upon the availability of appropriated funds for expenditures to carry out any of the terms hereof. In case such funds as may be necessary to carry out any of the terms of this License are not made available, the United States is released from all liability In connection therewith.

IN WITNESS WHEREOF, the Licensors have executed this license the day and year first above written.

WITNESSES:

LICENSORS

_____(L.S.)

_____(L.S.)

Accepted by the United States of America

UNITED STATES OF AMERICA

Date: _____

Regional Director
U. S. Fish and Wildlife Service