

U. S. Fish & Wildlife Service
75 Spring Street, S. W.
Atlanta, Georgia 30303

MAR 06 1990

LA-North Carolina
Alligator River NWR
McMullan III, Trustee
(18)

Mr. Harry McMullan
[REDACTED]

Dear Mr. McMullan:

With regards to our telephone conversation on March 1, 1990, enclosed is the lease covering your property on Durant Island in Dare County, North Carolina. Please sign the lease, have your signature notarized, and return the document in the enclosed self-addressed franked envelope.

I spoke with Mr. Warren Parker our Project Leader for the red wolf recovery effort about the logging issue. He mentioned that a timber cut may enhance habitat, but could also be detrimental. He would very much appreciate the opportunity to review any cutting plan that becomes imminent. Depending on the plan, it may be necessary to remove the wolves, or take other measures to protect the wolves.

Mr. Parker also informed me that acclimation pens are now being placed on the property, and the wolves should be there soon. Release of two adults and their pups is scheduled for July.

On behalf of the Fish and Wildlife Service, Mr. Parker and I thank you for leasing the property this year at no cost. I hope you will be able to visit the area one day and see the results of your generosity.

Should you have any questions, please contact me at the above address, or call (404) 331-3543.

Sincerely yours,

/s/ Pat Lehr

Pat Lehr
Realty Specialist
Refuges and Wildlife

Enclosures

cc: Refuge Manager, Alligator River NWR
Bill Grabill, Associate Manager
Warren Parker, Asheville, NC (AWE/ES)

U. S. Fish & Wildlife Service
75 Spring Street, S. W.
Atlanta, Georgia 30303

LA-North Carolina
Alligator River NWR
Durant Island Club, Inc.
(19)

Mr. Thomas B. Battle
[REDACTED]

Dear Mr. Battle:

Enclosed is the lease we discussed on March 5, 1990. Please have the lease signed, notarized and returned to this office in the enclosed self-addressed franked envelope. On page 1, at paragraph 2, I extended the term of the lease to three years, instead of two. If this is not acceptable to you, please change the number and initial the change.

Mr. Warren Parker, Project Leader of the red wolf recovery program, expects to release a pair of adult wolves and their pups this July. Until their release, the wolves will be kept in acclimation pens on the land.

Thank you for renewing the lease and your interest in this project.

Should you have any questions, please contact me at the above address or call (404) 331-3543.

Sincerely yours,

Pat Lehr
Pat Lehr
Realty Specialist
Refuges and Wildlife

Enclosures

cc: Refuge Manager, Alligator River NWR
Bill Grabill, Associate Manager
Warren Parker, FWS, Asheville, NC (AWE/SE)

ACKNOWLEDGEMENT

State of OKlahoma

County of OKlahoma

On this 2nd day of April, in the year 1990, before me personally appeared Harry McMullan III, known to me to be the person who is described in and who executed the foregoing instrument as Trustee of the Residuary Trust established under the will of Harry McMullan Jr., and acknowledged to me that he executed the same as his free act and deed on behalf of the Trust.

Berkeley Ellsitt
Notary Public

My commission expires: Sept 1, 1991

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States of America on this 26th day of April, 1990.

The United States of America
Department of the Interior
Fish and Wildlife Service

By: James W. Pulliam, Jr.
James W. Pulliam, Jr.
Regional Director
Southeast Region

2. The term of this lease shall be for one (1) year commencing on May 1, 1990 and renewable annually at the option of the Lessee, ^{subject to} ~~agreement on rental amounts payable~~ ^{by Lessee} to Lessor.
3. The Lessor for and in consideration of \$1.00 in hand paid by the Lessee, the receipt of which is hereby acknowledged, grants unto the Lessee the right to accept this Lease within one (1) month from the execution thereof by the Lessor, or any subsequent date as may be mutually agreed upon during the terms of this option period.
4. This lease may be amended or terminated only by written mutual agreement by both parties.

HM
PL 4/24

SPECIAL PROVISIONS

1. The Lessor agrees to permit the release of red wolves onto the leased premises, and to permit needed access to, in, over and across the leased premises by the Lessee or its designated representatives to secure, rescue, capture, track and monitor the wolves.
2. Pursuant to Section 22, Title 41, United States Code, it is further mutually agreed that 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 contract or agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.
3. The liability of the United States for acts or omissions of its employees which result in damages to the Lessor, shall be governed by the terms of the Federal Tort Claims Act.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand and seal on the day and date first above written.

In the presence of:

Allen D. Grafton
Witness

Harry McMullan III, Trustee
Lessor

Witness

STATE OF NORTH CAROLINA

COUNTY OF DARE

UNITED STATES DEPARTMENT OF THE INTERIOR

FISH AND WILDLIFE SERVICE

LEASE

THIS AGREEMENT, made and entered into this 2nd day of APRIL, 1990, by and between HARRY MCMULLAN III, Trustee of the Residuary Trust established under the will of Harry McMullan Jr., hereinafter styled the Lessor, for himself, his successors, and assigns, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, hereinafter called the Lessee;

WITNESSETH:

WHEREAS, the Secretary of the Interior has authority to acquire tracts of land 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

1. In consideration of mutual benefits, the Lessor hereby leases to the Lessee, upon the terms and conditions hereinafter set forth, the lands and other interests therein owned by him for the purpose of providing habitat for the endangered red wolf (*Canis rufus*), a tract of land situated and lying in the County of Dare, State of North Carolina, being a portion of Durant Island, containing 3,116.09 acres, more or less, and more particularly described as follows:

Beginning at a cypress and a pine on Barnes' Point, and running thence South 53 degrees East to East Lake; thence a Southwesterly course along East Lake to Lake Point on Alligator River; thence a Northwesterly course along Alligator River to Sound Point on Albemarle Sound; thence along Albemarle Sound to a point North 53 degrees West of the aforesaid pine and cypress; thence South 53 degrees East to said pine and cypress, the point of beginning.

Said tract is also shown on a map recorded in the Office of the Register of Deeds, Dare County, North Carolina in Deed Book 125, Page 219.

MAY 4 1990

LA-North Carolina
Alligator River NWR
McMullan III, Harry (18)
Trustee,

Mr. Harry McMullan

[REDACTED]

Dear Mr. McMullan:

I am pleased to inform you that the lease you signed on April 2, 1990, has been accepted on behalf of the United States. Enclosed is a copy of the fully executed lease.

Thank you very much for participating in our red wolf project again this year. Please feel free to call me at (404) 331-3543, or write to the above address, should you have any questions or concerns about the project.

Sincerely yours,

/s/ Pat Lehr

Pat Lehr
Realty Specialist
Refuges and Wildlife

Enclosure

cc: Refuge Manager, Alligator River NWR w/enc.
Associate Manager, North Carolina
Warren Parker, FWS, Asheville, NC (AWE/ES) w/enc.

ACKNOWLEDGEMENT

State of NORTH CAROLINA

County of NASH

On this 2nd day of APRIL, in the year 1990, before me personally appeared RICHARD J. ROSE, and THOMAS B. BATTLE, and _____, respectively, of DURANT ISLAND CLUB, INC., a North Carolina corporation, known to me to be the persons who are described in the foregoing instrument and being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of the Durant Island Club, Inc.

Janet Rees
Notary Public

**JANET REES
NOTARY PUBLIC
NASH COUNTY, NC**

My commission expires: 2-15-95

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States of America on this 26th day of April, 1990.

The United States of America
Department of the Interior
Fish and Wildlife Service

By: James W. Pulliam, Jr.
Regional Director
Southeast Region

4. This lease may be amended or terminated only by written mutual agreement by both parties.

SPECIAL PROVISIONS

1. The Lessor agrees to permit the release of red wolves onto the leased premises, and to permit needed access to, in, over and across the leased premises by the Lessee or its designated representatives to secure, rescue, capture, track and monitor the wolves.

2. Pursuant to Section 22, Title 41, United States Code, it is further mutually agreed that 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 contract or agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

3. The liability of the United States for acts or omissions of its employees which result in damages to the Lessor, shall be governed by the terms of the Federal Tort Claims Act.

IN WITNESS WHEREOF, the Lessor has hereunto set its hand and seal on the day and date first above written.

In the presence of:

DURANT ISLAND CLUB, INC.,
a North Carolina corporation

John B. Madsen
Witness

By: *Richard D. Rose*
Its Secretary

Richard D. Rose
Witness

Attest: *John B. Madsen*
Its VICE PRES

(corporate seal)

STATE OF NORTH CAROLINA

COUNTY OF DARE

UNITED STATES DEPARTMENT OF THE INTERIOR

FISH AND WILDLIFE SERVICE

LEASE

THIS AGREEMENT, made and entered into this 2nd day of APRIL, 1990, by and between DURANT ISLAND CLUB, INC., a North Carolina corporation with its principal office in Rocky Mount, North Carolina, hereinafter styled the Lessor, for itself, its successors and assigns, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, hereinafter called the Lessee;

WITNESSETH:

WHEREAS, the Secretary of the Interior has authority to acquire tracts of land 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

1. In consideration of mutual benefits, the Lessor hereby leases to the Lessee, upon the terms and conditions hereinafter set forth, the lands and other interests therein owned by it for the purpose of providing habitat for the endangered red wolf (*Canis rufus*), a tract of land situated and lying in the County of Dare, State of North Carolina, containing 813.99 acres, more or less, and more particularly described as follows:

A certain tract or parcel of land, being the eastern portion of Durant Island, as shown on a map recorded in the Office of the Register of Deeds, Dare County, North Carolina, in Deed Book 125, Page 219.

2. The term of this lease shall be for three (3) years commencing on May 1, 1990 and renewable after three (3) years at the option of the Lessee.

3. The Lessor for and in consideration of \$1.00 in hand paid by the Lessee, the receipt of which is hereby acknowledged, grants unto the Lessee the right to accept this Lease within one (1) month from the execution thereof by the Lessor, or any subsequent date as may be mutually agreed upon during the terms of this option period.

MAY 4 1990

LA-North Carolina
Alligator River NWR
Durant Island Club,
Inc. (19)

Mr. Thomas B. Battle
[REDACTED]

Dear Mr. Battle:

I am pleased to inform you that the lease you signed on April 2, 1990, has been accepted on behalf of the United States. Enclosed is a copy of the completely executed lease.

Thank you for your generous contribution to the red wolf project, again this year. Please do not hesitate to contact me should you have any questions or concerns involving the project.

Sincerely yours,

/s/ Pat Lehr

Pat Lehr
Realty Specialist
Refuges and Wildlife

Enclosure

cc: Refuge Manager, Alligator River NWR w/enc.
Associate Manager, North Carolina w/enc.
Warren Parker, FWS, Asheville, NC (AWE/SE) w/enc.