

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


MAR 07 1991



USFWS
ASHEVILLE, NC

____ BPC NAM ____
____ RGB JAR ____
____ RRC NC ____
____ JAF LR ____
____ VGH Warren ____

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

Mr. Harry McMullan


Dear Mr. McMullan:

It is time again to renew the lease on Durant Island, Dare County, North Carolina, for red wolf habitat. I hope the past year has been happy and prosperous for you.

Mr. Warren Parker, our red wolf project leader, informs me that the program at Alligator River National Wildlife Refuge is very successful. Several animals are surviving in the wild, and 11 more are in acclimation pens awaiting the right time for release.

We hope for your continuing support of this important project by allowing us to lease your property again this year. If the enclosed lease meets with your approval, please sign the lease, have your signature notarized, and return it in the enclosed self-addressed envelope.

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

Sincerely yours,

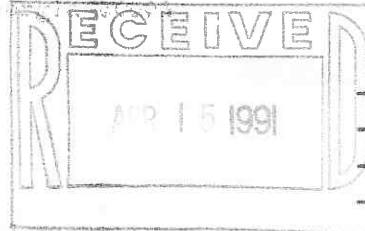
/s/ Pat Lehr

Pat Lehr
Realty Specialist
Refuges and Wildlife

Enclosures

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

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Alligator River NWR
McMullan III, Harry,
Trustee (18)

Mr. Harry McMullan
[REDACTED]

Dear Mr. McMullan:

Thank you for taking the time to discuss the lease at Durant Island on April 9, 1991. I appreciate your thoughts about the financial aspects of the property, and your offer to sell the property to the Fish and Wildlife Service. Your offer is being considered.

As we also discussed, enclosed is the lease modified to reflect expiration on November 30, 1991, for your signature.

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

Sincerely yours,

/s/ Pat Lehr

Pat Lehr
Realty Specialist
Refuges and Wildlife

Enclosures

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

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 ^{1st}~~5th~~ day of May, 1991, 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.

2. The term of this lease shall be for seven (7) months commencing on May 1, 1991 and ending on November 30, 1991, ~~renewable at the option of the Lessee.~~

HM
P.L. 4/29/91
for USFWS
JML

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
P.L. 4/29/91
for USFWS
JML

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:

Witness

Harry McMullan III, Trustee
Harry McMullan III, Trustee
Lessor

Witness

ACKNOWLEDGEMENT

State of

County of

On this 16th day of April, in the year 1991, 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 Elliott
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 1st day of May, 1991.

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