

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**  
**and the**  
**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
**for the**  
**MANAGEMENT AND OWNERSHIP**  
**OF THE PALMETTO PEARTREE PRESERVE,**  
**9,732 ACRES, ALLIGATOR TOWNSHIP,**  
**TYRRELL COUNTY, NORTH CAROLINA**

**Purpose**

The purpose of this Memorandum of Understanding (Memorandum) is to set forth the terms between the North Carolina Department of Transportation (NCDOT), and the North Carolina Wildlife Resources Commission (WRC) (collectively, the Parties and singularly, a Party), both agencies of the State of North Carolina, whereby WRC will accept ownership of and land management responsibilities of the properties known as the Palmetto Peartree Preserve property currently owned by NCDOT ("Property"). The Property was acquired by NCDOT by deed recorded in the Tyrrell County Registry at Deed Book 237, Page 493.

The Property was originally purchased by NCDOT to offset impacts to the federally-endangered red-cockaded woodpecker (*Picoides borealis*) (RCW). NCDOT has achieved mitigation credits for the RCW on the Property, and the Parties agree that transfer of the property to WRC will further the environmental, recreational and ecological value of the Property. The Property will be enrolled into the WRC Game Land Program where public access will be provided and habitats will be actively managed to protect, conserve, and enhance aquatic and terrestrial wildlife resources. These management practices will include activities intended to aid in the conservation of the unique RCW population found on the Property.

NCDOT is an agency of the State of North Carolina whose purpose includes the construction of transportation projects for public use and that has the authority to enter into agreements and acquire land and interests in land for the purpose of mitigating the environmental impacts of these transportation projects pursuant to, among other authority, N.C. Gen. Stat. § 136-18(12) and § 136-19. WRC is an agency of the State of North Carolina whose purpose is to manage, restore, develop, cultivate, conserve, protect, and regulate the wildlife resources of the State of North Carolina and has the authority to enter into agreements to acquire land and interests in land to promote the best interests of the conservation of wildlife resources pursuant to, among other authority, N.C. Gen. Stat. § 113-305, § 113-306 and § 143-239 and §143-251.



## Terms

NCDOT will convey, and WRC will accept, title in fee simple to the Property. However, NCDOT reserves, for itself and its agents, assigns, or other authorized users, the right for reasonable access and entry to the Property to conduct investigations, studies, surveys, maintenance, and other general purposes and requirements as NCDOT determines may be needed for transportation development, environmental study or environmental mitigation. Such activities include but are not limited to: maintenance of drainage canals, surveys, and translocations of RCWs necessary to fulfill mitigation obligations on the Property.

Approximately 6.16 miles of roads on the Property need to be upgraded or graveled (Figure 1). NCDOT is responsible for funding or contracting the initial upgrade and graveling of these 6.16 miles of existing roads. WRC is responsible for future maintenance of these 6.16 miles of existing roads as well as any future roads or trails that are constructed.

The Parties agree and acknowledge that NCDOT may widen, construct and/or maintain existing or future transportation projects on the Property. NCDOT is conveying to WRC a fee simple determinable with an automatic possibility of reverter as to any portion of the Property that is needed for transportation right of way and/or environmental mitigation. Upon the need for transportation right of way and/or environmental mitigation, the fee simple determinable shall automatically terminate and title shall revert to NCDOT, but only for the specific area of the Project that is needed for right of way and/or environmental mitigation.

If in the sole discretion of NCDOT any portion of the Property is needed for construction of transportation projects, WRC agrees to make best efforts to obtain all necessary approvals to effectuate the return of title to all such lands to NCDOT. WRC agrees that it will not seek compensation from NCDOT for the return of title to any such lands. NCDOT will pay the fees associated with transferring the Property between NCDOT and WRC.

The principal contacts for this Memorandum are:

- WRC: Brian McRae  
Chief, Land and Water Access Section  
1720 Mail Service Center  
Raleigh, NC 27699  
Telephone: 919-707-0150
  
- NCDOT: Marissa Rodman Cox  
Natural Environment Section  
1598 Mail Service Center  
Raleigh, NC 27699-1548  
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This Memorandum is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this Memorandum will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority. Specifically, this document does not establish authority for non-competitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all requirements for competition.

The designation the Parties as used herein shall include said Parties, their officials, managers, designees, heirs, successors, assigns, respective agents, administrators, contractors, grantees, devisees, licensees, subdivisions, and/or all other successors as their interests may appear, and shall include singular, plural, masculine, feminine or neuter as required by context.

This Memorandum may not be changed, amended, corrected, or modified except in writing by mutual consent of all Parties prior to any changes being performed.

Each Party hereby acknowledges that the individual executing this Memorandum on behalf of the respective Party is authorized to execute the document. The Parties further acknowledge that they have read this Memorandum, conferred with their legal counsel, and fully understand the contents of this instrument. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this Memorandum as binding as an original, and the Parties agree that this Memorandum may be executed in counterparts, as duplicate originals, with facsimile signatures.

All actions taken pursuant to this Memorandum shall be in accordance with applicable local, state and federal laws and regulations.


IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the last written date below:

State of North Carolina,  
Acting through the North Carolina Wildlife Resources Commission

By:   
Title: **EXECUTIVE DIRECTOR**

Date 5-10-2018

State of North Carolina,  
Acting through the North Carolina Department of Transportation

By:   
Title: Manager of Right of Way

Date 5/21/2018