Appendix "A"

Deed for Club's Property

93080 BK 02315 PG 315

Tax Parcel #2-35-8.00-PART OF 72.00
Prepared by: David W. Baker, Esq., P.A.
P O Box 551, 109 S. Race St.
Georgetown, Delaware 19947

NO TITLE OR LIEN SEARCH PERFORMED - NONE REQUESTED

This Deed, made this 11th day of August

in the year of our Lord One Thousand Nine Hundred Ninety-Eight.

BETWEEN JANE L. LOFLAND and E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON DATED 1/25/93, of RD 1, Box 162A, Milton, Delaware 19968, parties of the first part,

-and-

BROADKILN SPORTSMAN CLUB, INC., of RD 1, Box 165, Milton, Delaware 19968, party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, its Successors and Assigns,

ALL those two certain tracts, pieces, and parcels of land situate, lying and being in Broadkill Hundred, Sussex County, State of Delaware, as more particularly described and designated as **TRACT "1"** and **TRACT "4"** on the survey plot prepared by McCann, Inc. dated June 29, 1998, a copy of which is filed of record in the Office of the Recorder of Deeds, in and for Sussex County, State of Delaware, in Plot Book 62 at page 54, incorporated herein by reference. Said Tract "1" contains 10.46± acres of land, and Tract "4" contains 2.77± acres of land.

TOGETHER with a twenty-five (25) foot wide easement for ingress and egress to and from County Route #234, as more particularly described on above mentioned survey plot.

Consideration : 0 12000.00 Exempt Code: A

County	State	Total
180.00	180.00	360.00

counter Date: 08/25/1998

SUBJECT, HOWEVER, TO THE FOLLOWING RESTRICTIONS, which shall run with the land:

1. Grantors, or their heirs or assigns, shall retain the right to utilize the above referenced twenty-five (25) foot wide easement.
2. Grantee agrees to plant and maintain a strip of trees on the southern side of the above described property where it borders along Grantors' property.
3. The above property shall not be used for any commercial purposes.

BEING a part of the lands conveyed unto Sarah J. Jefferson, Trustee Under Revocable Trust Agreement of Sarah J. Jefferson Dated 1/25/93 by deed of Sarah Jane Jefferson dated January 25, 1993 and filed of record in the Office of the Recorder of Deeds, in and for Sussex County, State of Delaware, in Deed Book 1897 at page 83. The said Sarah J. Jefferson departed this life on or about the 19th day of June, 1997 and, pursuant to the terms of her Revocable Trust Agreement, the above grantors succeed her as Co-Trustees Under Revocable Trust Agreement of Sarah J. Jefferson Dated 1/25/93, with full power and authority to execute this deed.

IN WITNESS WHEREOF, the party of the first part has hereunto set her Hand and Seal the day and year first above written.

Beverly White
WITNESS

_____ (SEAL)
JANE L. LOFLAND, CO-TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON DATED 1/25/93

Beverly White
WITNESS

_____ (SEAL)
E. JAMES JEFFERSON, CO-TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON DATED 1/25/93

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 11th day of August, A.D. 1998, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, JANE L. LOFLAND, CO-TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON DATED 1/25/93, party to this indenture, known to be personally to be such, and acknowledged this Indenture to be her act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

_____ (SEAL)
Notary Public

CAROL LEE SHOCKLEY
NOTARY PUBLIC-DELAWARE
My commission expires May 3, 2000

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 11th day of August, A.D. 1998, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, E. JAMES JEFFERSON, CO-TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON DATED 1/25/93, party to this indenture, known to be personally to be such, and acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Received
AUG 2 0 1998
ASSESSMENT DIVISION
OF SUSSEX CTY

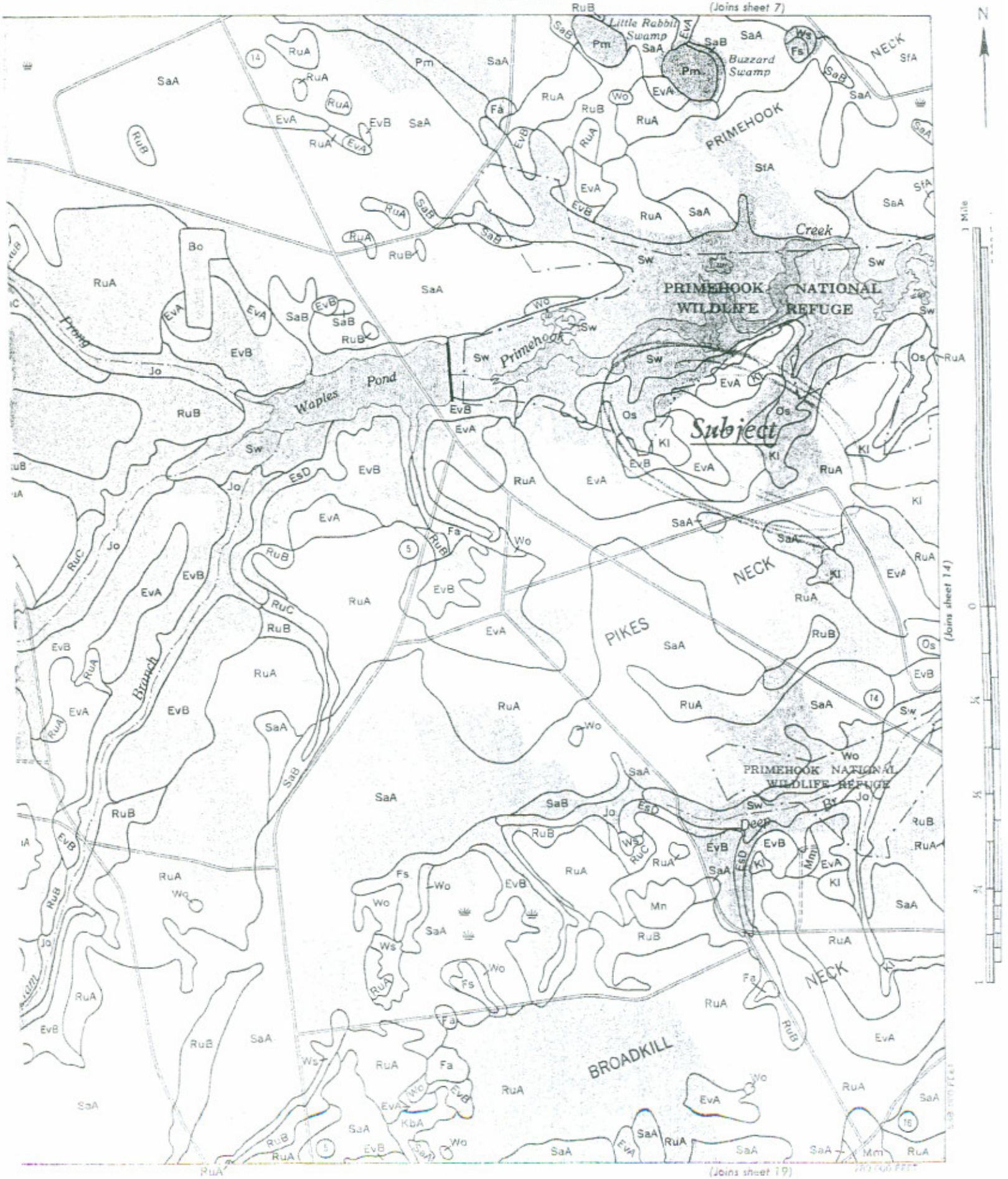
RECORDER OF DEEDS
98 AUG 25 PM 1:03
DOC. SURCHARGE PAID

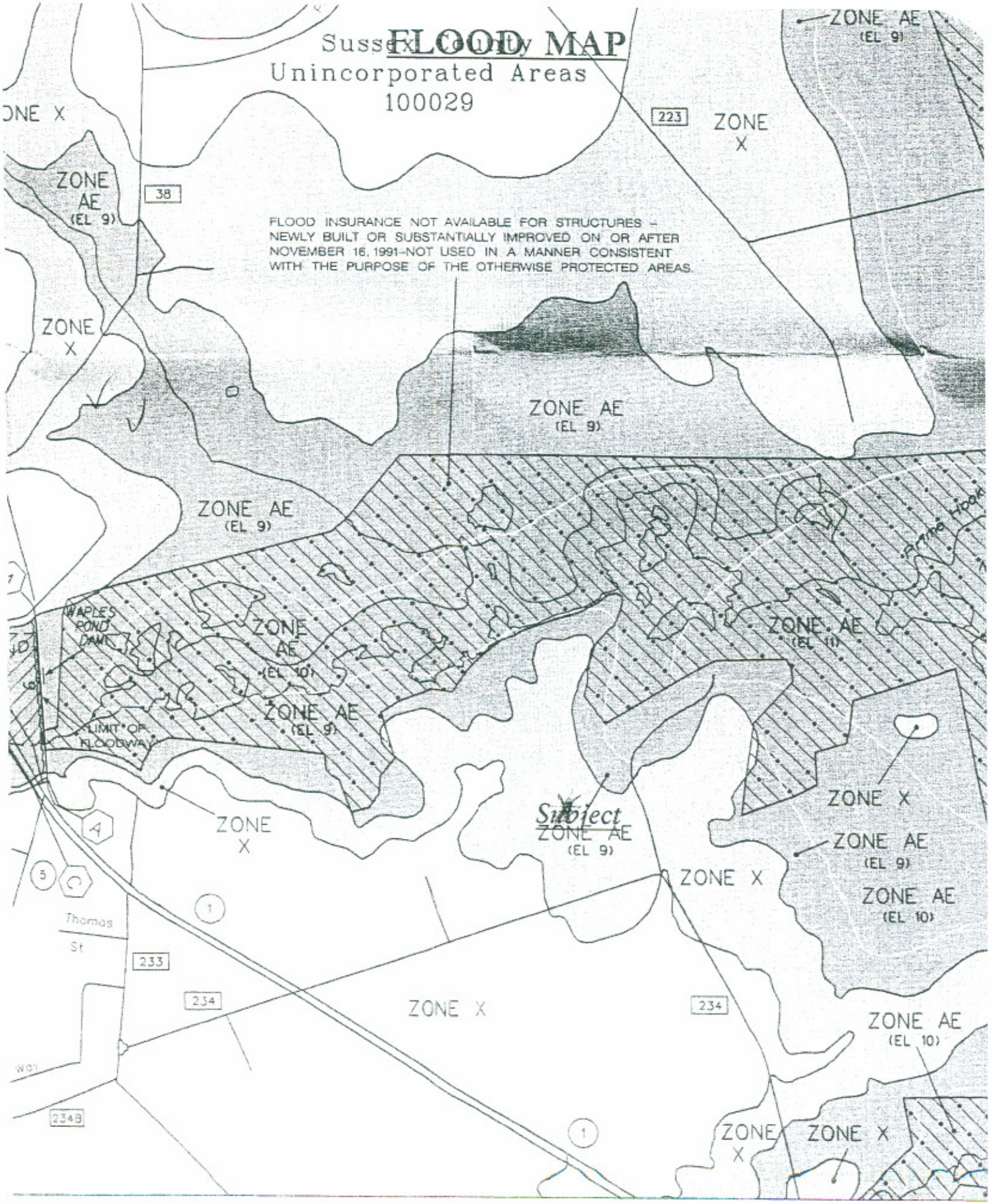
_____ (SEAL)
Notary Public

CAROL LEE SHOCKLEY
NOTARY PUBLIC-DELAWARE
My commission expires May 3, 2000

Brooklyn Sportsman Club Inc
RD1 Box 165
Milton, DE 19968
9-30-98

SOILS MAP


(Joins sheet 7)
(Joins sheet 14)
(Joins sheet 19)
Little Rabbit Swamp
Buzzard Swamp
NECK
PRIMEHOOK
Creek
PRIMEHOOK NATIONAL WILDLIFE REFUGE
Primehook
Pond
Waples
Prong
Branch
Subject
PIKES
NECK
Deep
BROADKILL
1 Mile



JOINS PANEL 017

Appendix "B"

Financial Documents provided to DOI and DOJ by the Club

Financial Documents provided to DOI and DOJ by the Club

Received January 16, 2007

1. Letter from the Internal Revenue Service ("IRS") to Broadkiln Sportsman Club, Inc. ("Club"), dated July 9, 1988, granting the Club's request for exemption from Federal income tax.

2. Letter from the IRS to the Club, dated August 10, 1992, responding to the Club's request for renewal of its tax-exempt status.

3. Letter from Brenda L. Shivery, PA to the Club, dated May 5, 2000, transmitting the enclosed IRS Form 990 "Return of Organization Exempt for Income Tax, Taxable Year Ended December 31, 1999."

4. Letter from IRS to Club, dated February 16, 2004, and the Club's response, reaffirming the Club's status as tax exempt for the "tax period January 31, 2001."

5. Fax from John L. Briggs & Co. to Brenda Shivery, dated February 23, 2004, transmitting the enclosed IRS letter, dated August 10, 1992 (referred to in #2 above).

6. The Club's Smith Barney/Citigroup Client Statement, 2003 Year End Summary.

7. The Club's Smith Barney/Citigroup Business FMA Statement, 2004 Year End Summary.

8. The Club's Smith Barney/Citigroup Business FMA Statement, 2005 Year End Summary.

9. The Club's Smith Barney/Citigroup Business FMA Statement, 2006 Year End Summary.

Received September 18, 2007

10. Financial Statement of Corporate Debtor

Appendix "C"

Conservation Easement

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made by and between the Broadkiln Sportsman Club, Inc., (hereafter referred to as the "Grantor") and the U.S. Department of the Interior, U.S. Fish & Wildlife Service ("FWS"), (hereafter referred to as the "Grantee").

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain real property (hereinafter referred to as the "Property") of approximately 3 acres, more or less, located in Sussex County, Delaware and more particularly described as set forth in Exhibit A attached hereto and being further delineated on a map designated as Tract 156C and bearing the date of August 6, 2007and attached hereto as Exhibit B; and

WHEREAS, the GRANTOR, as a condition of and in furtherance of a Consent Decree entered into with the United States under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) in United States v. Broadkiln Sportsman Club Inc., Civil Action No. _____, and as partial consideration for settlement of that action, has agreed and does hereby grant unto the Grantee, a perpetual conservation easement upon the Property (hereinafter referred to as the "Easement") in order to preserve the Property in a substantially undisturbed and natural condition; and

WHEREAS, the Property possesses natural open space interspersed with deciduous hardwood forest and upland habitat of current and future importance to the Delmarva Fox squirrel and other wildlife ("habitat conservation values"); and

WHEREAS, Grantor intends that the habitat conservation values of the Property be maintained by preserving the Property in its substantially undisturbed and natural condition existing at the time of this grant; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the habitat conservation values of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and to protect in perpetuity the conservation values of the Property in accordance with the terms of this Easement for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms conditions, and restrictions contained herein, and pursuant to the laws of Delaware, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property to the extent hereinafter set forth.

1. Purpose. It is the express purpose of this Easement to preserve, protect, and maintain habitat conservation values known or with potential to occur on the Property. Grantor and all successors and assigns under this Easement covenant with Grantee to do or refrain from doing, severally and collectively, the acts mentioned later in this Easement. Grantee is conveyed the rights and powers enumerated in this Easement for itself and its successors, agents, and assigns.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are, subject to the limitations contained in this Easement, conveyed to Grantee by this Easement:

2.1. Protection of Conservation Values. To preserve and protect the Property and wildlife and vegetation thereon, Grantor shall maintain the Property in the substantially undisturbed and natural condition existing on the date of this grant.

2.2. Entrance Upon Property. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Easement; provided that any entry for an extended period of time shall be upon prior notice to Grantor; and provided further that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

2.3. Prevention of Inconsistent Activities. Except as expressly set forth in this Easement or approved in writing by Grantee, to prevent any activity on or use of the Property that is inconsistent with the habitat conservation purposes of this Easement and to require Grantor to carry out, or to carry out itself, the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2.4. Vegetation. In the event of fire, disease infestation, or other unanticipated loss of the existing forest, to establish or reestablish vegetation through seedings, reforestation or natural succession. Grantor shall not have the right to introduce any new exotic or non-indigenous wildlife, plants, or other non-indigenous species to the Property without the express written permission of Grantee.

3. Prohibited Uses. Except as expressly set forth in this Easement or as approved in writing by the Grantee, the following activities on or uses of the Property are prohibited:

a. No buildings, structures, fences, roads, utility lines or improvements shall be erected on, over, or under the Property except fences and monuments needed to identify and maintain the boundary;

b. No trees, plants, shrubs or vegetation shall be destroyed, pruned, planted or removed by either party hereto except as necessary, as determined by the Grantee, to prevent the spread of plant disease or fire, as necessary to prevent destruction of natural conditions from some other cause, to maintain suitable density and species composition of forested habitat for use by wildlife, or to protect human life or adjacent property;

c. No filling, excavating, discharge, removal or placement of soil, sand, gravel, rock, peat, sod, or trash shall be permitted by either party including the alteration of drainage, flowage, surface or sub-surface hydrology or configuration of land or wetlands; or

d. Subdivision of the Property without the express written consent of the Grantee shall be prohibited.

4. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to exclusive possession of the Property, the right to convey the remaining interest in the Property so long as the conveyance is in a manner that does not interfere with the purposes of this Easement, the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, Grantor reserves the right to post the Property and to prosecute and eject trespassers.

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within fifteen (15) days after receipt of notice

thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a fifteen (15) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Grantee may also bring an action at law or in equity to recover any damages to which it may be entitled for violation of the terms of this Easement including damages for the injury of habitat conservation values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the habitat conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.1. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation or negligence under the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including without limitation costs of suit and reasonable attorney's fees, shall be borne by Grantee.

5.2. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5.3. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property. Actions of trespassers shall be deemed to be acts beyond the Grantor's control provided the Grantor takes reasonable and good faith measures to prevent the future reoccurrence of acts of trespassers. In no event shall the Grantor be required to fence the Property to prevent trespasses.

6. Public Access. This Easement does not convey a general right of access to the public; however access for monitoring the terms and purposes of this Easement shall be reserved to the Grantee.

7. Costs of Property. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind including transfer costs, costs of title and documentation review, and costs related to the ownership, operation, upkeep, and maintenance of the Property.

8. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon demand.

9. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments arising from or in any way connected to (1) injury to or death of any person, or physical damage to property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due to the negligence of Grantee; (2) the obligations set forth in sections 7 and 8 above; and (3) the existence or administration of this Easement.

10. Subsequent Transfers by the Grantor. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer of any interest at least ninety (90) days prior to the date of such transfer. Grantee shall have the right to review all subsequent transfers in order to ensure that all subsequent claimants or transferees have notice of the included restrictions. Such approval shall not be arbitrarily withheld. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

11. Estoppel Certificates. Upon request by Grantor, Grantee shall within fifteen (15) days of its receipt of Grantor's written request, execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement.

12. Notices. Any notice, demand, request, consent approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Broadkiln Sportsman Club, Inc.
Sussex County, Delaware

To Grantee: Refuge Manager
Prime Hook National Wildlife Refuge
Milton, Delaware

or to such other address as any Party from time to time shall designate by written notice to the other.

13. Recordation. Grantor shall promptly record this Easement in the official land records of Sussex County, Delaware and immediately notify Grantee through the mailing of a copy of the recorded Easement. Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

14. General Provisions.

14.1. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Delaware.

14.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement If any provision in this Easement is found to be ambiguous, an

interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

14.3. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

14.4. Entire Agreement. This Easement sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

14.5. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

14.6. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

14.7. Captions. The captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

14.8. Counterparts. The parties may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor and Grantee have entered into this Easement this the _____ day of _____, 2007.

Grantor

Broadkiln Sportsman Club, Inc.

By: _____
Name: _____
Title: _____

Grantee

United States Fish & Wildlife Service

By: _____
Name: _____
Title: _____

EXHIBIT A - The Property

UNITED STATES
DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
OFFICE OF REALTY

TRACT DESCRIPTION

OF THE

BROADKILN SPORTSMAN'S CLUB, INC. TRACT

(156C)

AND THE RELOCATION OF

UNITED STATES (TRACT 58R)

SUSSEX COUNTY, DELAWARE

PRIME HOOK NATIONAL WILDLIFE REFUGE

CONTAINING 3.00 ACRES

REPORT PREPARED BY
Woolpert, Inc.
Portsmouth, Virginia
August 6, 2007

DESCRIPTION

OF THE

BROADKILN SPORTSMAN'S CLUB, INC. TRACT

(156C)

AND THE RELOCATION OF

UNITED STATES (TRACT 58R)

SUSSEX COUNTY, DELAWARE

The hereinafter described two (2) tracts of land are located in the Broadkill Hundred, County of Sussex, State of Delaware, situate approximately 0.62 mile east of the intersection of Deep Branch Road, County Route 234 and Coastal Highway, U.S Route 1, northerly of Deep Branch Road, County Route 234; and being a portion of the land conveyed to Broadkiln Sportsman's Club, Inc., from Jane L. Lofland and E. James Jefferson, Co-trustees under Revocable Trust Agreement of Sarah J. Jefferson, dated January 25, 1993, in a deed dated August 11, 1998, and recorded in Deed Book 2315 at page 315; and as identified as "TRACT 4" and a portion of "TRACT 1" on that certain plat entitled "Subdivision of the Lands of: Sarah J. Jefferson, Trustee and The Prime Hook National Wildlife Refuge, Broadkill Hundred – Sussex County – Delaware", prepared by McCann, Inc. and dated June 29, 1998, recorded in Plat Book 62 at Page 54, as recorded in the Clerk's Office of the said County and State.

The following description is based on the Delaware State Plane Coordinate System (NAD 83). Distances are grid distances. To convert to ground distances, multiply distances by the combined project scale factor of 1.000002833.

Being a portion of the land identified by Sussex County, Delaware as Tax District 235, Tax Map 2, Parcel 1.

TRACT (156C)

COMMENCING at Corner 16, of UNITED STATES (TRACT 58);

Thence, N 56°16'01" E, with lands of UNITED STATES (TRACT 58), 300.38 feet to Corner 10311, an iron pipe found, and the PLACE OF BEGINNING;

Thence, from the PLACE OF BEGINNING, N 56°16'01" E, continuing with UNITED STATES (TRACT 58), passing on line an iron pipe found at 627.23 feet, continuing for a total distance of 711.63 feet to Corner 10314, a standard USF&WS aluminum monument set and marked "COR 10314, TR 156C, PLS 703, 2007", which bears S 56°16'01" W, 91.83 feet from Corner 15, an iron pipe found;

Thence, S 20°28'42" W, with lands of Broadkiln Sportsman's Club, Inc. 104.23 feet to UNITED STATES (TRACT 58R), and Corner 10315, a standard USF&WS aluminum monument set and marked "COR 10315, TR 156C, PLS 703, 2007";

Thence, with UNITED STATES (TRACT 58R), the following four (4) courses and distances:

Southerly, with a curve to the left, having a radius of 80.00 feet, a central angle of 06°35'44", an arc length of 9.21 feet, and a chord bearing a distance of S 17°10'50" W, 9.20 feet to Corner 10316, a standard USF&WS aluminum monument set and marked "COR 10316, TR 156C, PLS 703, 2007";

Thence, Southerly, with a curve to the right, having a radius of 114.21 feet, a central angle of 26°38'11", an arc length of 53.10 feet, and a chord bearing a distance of S 27°12'03" W, 52.62 feet to Corner 10317, a standard USF&WS aluminum monument set and marked "COR 10317, TR 156C, PLS 703, 2007";

Thence, Southerly, with a curve to the left, having a radius of 155.00 feet, a central angle of 20°45'05", an arc length of 56.14 feet, and a chord bearing and distance of S 30°08'37" W, 55.83 feet to Corner 10318, a standard USF&WS aluminum monument set and marked "COR 10318, TR 156C, PLS 703, 2007";

Thence, S 19°46'04" W, 209.87 feet to lands of UNITED STATES (TRACT 18f) (shown on plan as Tract 108), and Corner 10312, a standard USFWS aluminum monument set and marked "COR 10312, TR 156C, PLS 703, 2007;

Thence, with lands of UNITED STATES (TRACT 18f) the following three (3) courses and distances:

S 57°43'08" W, 140.48 feet to Corner 10313;

Thence, S 47°11'14" W, 217.22 feet to Corner 10310, an iron pipe found;

Thence, N 33°46'13" W, 272.46 feet to the PLACE OF BEGINNING, and containing 3.00 acres, more or less.

<u>UNITED STATES (TRACT 58R)</u>

The hereinafter described relocation of UNITED STATES (TRACT 58R), being a right of way, ten (10) feet in width, lies within lands of Broadkiln Sportsman's Club, Inc., and is defined by it's centerline as follows:

COMMENCING at the division line of lands of UNITED STATES (TRACT 18f) (shown on plan as Tract 108) and lands of Broadkiln Sportsman's Club, Inc., and Corner 10312, a standard USF&WS aluminum monument set and marked "COR 10312, TR 156C, PLS 703, 2007";

Thence, S 60°02'37" E, with the aforesaid division line, 5.08 feet to Corner 10358, and the PLACE OF BEGINNING, which bears N 60°02'37" W, 5.08 feet from Corner 10355, a standard USF&WS aluminum monument set and marked "COR 10355, TR 58R, PLS 703, 2007;

Thence, from the PLACE OF BEGINNING, through lands of Broadkiln Sportsman's Club, Inc., the following ten (10) courses and distances:

N 19°46'04" E, 210.77 feet to Corner 10359;

Thence, Northerly, with a curve to the right, having a radius of 150.00 feet, a central angle of 20°45'05", an arc length of 54.33 feet, and a chord bearing and distance of N 30°08'36" E, 54.03 feet to Corner 10360;

Thence, Northerly, with a curve to the left, having a radius of 119.21 feet, a central angle of 26°38'11", an arc length of 55.42 feet, and a chord bearing and distance of N 27°12'03" E, 54.92 feet to Corner 10361;

Thence, Northerly, with a curve to the right, having a radius of 75.00 feet, a central angle of 38°32'37", an arc length of 50.45 feet, and a chord bearing and distance of N 33°09'16" E, 49.51 feet to Corner 10362;

Thence, Northerly, with a curve to the left, having a radius of 60.00 feet, a central angle of 20°22'32", an arc length of 21.34 feet, and a chord bearing and distance of N 42°14'19" E, 21.23 feet to Corner 10363;

Thence, N 32°03'03" E, 46.03 feet to Corner 10364;

Thence, Northeasterly, with a curve to the right, having a radius of 100.00 feet, a central angle of 72°45'03", an arc length of 126.97 feet, and a chord bearing and distance of N 68°25'34" E, 118.61 feet to Corner 10365;

Thence, S 75°11'54" E, 114.96 feet to Corner 10366;

Thence, Northeasterly, with a curve to the left, having a radius of 75.00 feet, a central angle of 68°58'08", an arc length of 90.28 feet, and a chord bearing and distance of N 70°19'02" E, 84.93 feet to Corner 10367;

Thence, Northerly, with a curve to the left, having a radius of 175.00 feet, a central angle of 11°07'15", an arc length of 33.97 feet, and a chord bearing and distance of N 30°16'20" E, 33.91 feet to lands of UNITED STATES (TRACT 58), and Corner 10368, which bears N 87°58'21" E, 5.60 feet from Corner 10356, a standard USF&WS aluminum monument set and marked "COR 10356, TR 58R, PLS 703, 2007", and which bears S 87°58'21" W, 5.60 feet from Corner 10357, a standard USF&WS aluminum monument set and marked "COR 10357, TR 58D, PLS 703, 2007", and containing 0.18 acres, more or less.

The above-described tract of land, containing 3.00 acres, more or less, is delineated on a map tracing designated as the BROADKILN SPORTSMAN'S CLUB, INC. TRACT (156C) AND THE RELOCATION OF UNITED STATES (TRACT 58R), bearing the date of July 5, 2007, of record in the files of the Department of the Interior, Fish and Wildlife Service, 300 Westgate Center Drive, Hadley, Massachusetts, 01035-9589. A print from that map tracing is attached.

U. S. DEPARTMENT OF THE INTERIOR
Fish and Wildlife Service
Office of Realty

STATE OF VIRGINIA)
) ss.
CITY OF PORTSMOUTH)

I hereby certify that the attached map of the

BROADKILN SPORTSMAN'S CLUB, INC. TRACT (156C)

AND THE RELOCATION OF UNITED STATES (TRACT 58R)

has been platted from field surveys performed by Woolpert, Inc. for the United States Department of the Interior Fish and Wildlife Service, made from February 5, 2007 through February 7, 2007 and April 17, 2007, from deeds recorded in the Clerk's Office of the Circuit Court of Sussex County, and from records of Woolpert, Inc., and the United States Department of the Interior Fish and Wildlife Service; that the lot lines, other subdivision and boundary lines, as shown have been placed on the map after careful consideration of all available data on the subject; and that all said data as shown on the attached map has been checked by me and are correct to the best of my knowledge and belief.

Judy G. Beale., P.L.S., Delaware # 703
Woolpert, Inc.

Date: 03.06.07

UNITED STATES
DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
OFFICE OF REALTY

CERTIFICATE OF OCCUPANCY
PRIME HOOK NATIONAL WILDLIFE REFUGE
SUSSEX COUNTY, DELAWARE

I hereby certify that, on April 17, 2007, Raymond L. Rucka, Survey Crew Chief, made a personal inspection of the BROADKILN SPORTSMAN'S CLUB, INC. TRACT (156C) AND THE RELOCATION OF UNITED STATES (TRACT 58R), as shown on the attached map, and found evidence of past or present occupancy and use as indicated below:

TRACT (156C)

1. Line 10311-10314 is evidenced by a portion of the westerly line of UNITED STATES (TRACT 58).

2. Lines 10312-10313-10310-10311 are evidenced by the northerly and easterly lines of UNITED STATES (TRACT 18f) (shown on plan as Tract 108).

3. Lines and curves 10316-10317-10318-10312 are evidenced by the westerly line of the relocated UNITED STATES (TRACT 58R).

4. The underlying fee within this Conservation Easement is subject to the easements and restrictions contained with Deed Book 2315, Page 315.

5. The underlying fee within this Conservation Easement is subject to a twenty-five (25) foot wide easement for ingress and egress to and from County Route #234, as contained in Deed Book 2315, Page 315, and as shown on Plot Book 62, Page 54.

6. The underlying fee within this Conservation Easement is subject to matters shown in Plot Book 58, Page 217.

7. This tract consists of woods, marsh and a pond.

UNITED STATES (TRACT 58R)

1. Lines and curves 10316-10317-10318-10312 are evidenced by the easterly line of BROADKILN SPORTSMAN'S CLUB TRACT (156C).

2. Line 10312-10355 is evidenced by the northerly line of UNITED STATES (TRACT 18f) (shown on plan as Tract 108).

3. Line 10356-10357 is evidenced by the southerly line of UNITED STATES (TRACT 58).

4. The underlying fee within this Right of Way is subject to the easements and restrictions contained with Deed Book 2315, Page 315.

5. The underlying fee within this Right of Way is subject to a twenty-five (25) foot wide easement for ingress and egress to and from County Route #234, as contained in Deed Book 2315, Page 315, and as shown on Plot Book 62, Page 54.

6. The underlying fee within this Right of Way is subject to matters shown in Plot Book 58, Page 217.

7. This tract consists of grassy areas between various trees.

Upon this tract of land, no recent visible structures, visible improvements, visible building materials recently furnished, or visible labor done were found, out of which a mechanic's lien or a material man's lien might arise.

Judy G. Beale, P.L.S., Delaware #703
Woolpert Inc.

Date: 08.06.07

EXHIBIT B - Map

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
PRIME HOOK NATIONAL WILDLIFE REFUGE

BROADKILN SPORTSMAN'S CLUB, INC.

TRACT (156C)
AND RELOCATION OF

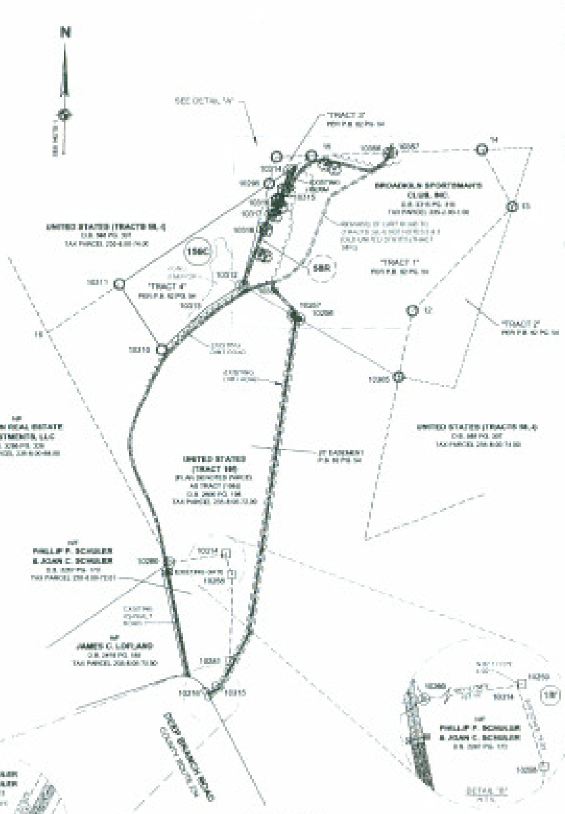
UNITED STATES (TRACT 58R)

3.00 ACRES
BROADKILL HUNDRED, SUSSEX COUNTY, DELAWARE

0 100 200 400 600 800 FEET

TIE LINES		
CORNER	BEARING	DISTANCE
16	N 36°18'01" E	309.39'
10311		
10314	N 58°10'01" E	51.83'
15	N 87°58'21" E	266.16'
10356	N 87°58'21" E	5.60'
10368	N 87°58'21" E	5.60'
10357	N 87°58'21" E	318.18'
14		
10312	S 60°32'37" E	5.38'
10358	S 60°32'37" E	5.38'
10355	S 60°32'37" E	186.32'
10257	S 60°32'37" E	27.00'
10256	S 60°32'37" E	408.15'
10365		

TRACT (156C)		
CORNER	BEARING	DISTANCE
10311	N 36°18'01" E	711.83'
10314	S 30°28'47" W	164.22'
10370		
—	SOUTHERLY WITH A CURVE TO THE LEFT	R=90.85' Δ=18°33'44" L=9.21' CHORD = S 17°10'50" W, 9.20'
10316		
—	SOUTHERLY, WITH A CURVE TO THE RIGHT	R=114.21' Δ=26°39'11" L=53.10' CHORD = S 31°12'03" W, 52.63'
10317		
—	SOUTHERLY, WITH A CURVE TO THE LEFT	R=150.82' Δ=20°45'05" L=56.14' CHORD = S 36°48'30" W, 55.83'
10318	S 10°48'04" W	206.67'
10312	S 51°43'08" W	145.48'
10313	S 41°11'14" W	217.02'
10310	N 33°48'13" W	212.46'
10311		



NOTES:

1. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE DELAWARE STATE PLANE COORDINATE SYSTEM (NAD 83). DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES, MULTIPLY DISTANCES BY THE COMBINED PROJECT SCALE FACTOR OF 1.000050855.
2. D.B. 588 PG. 307 (VESTING DEED FOR (TRACTS 58,-I) DESCRIBES A RIGHT OF INGRESS AND EGRESS TO (TRACT 58) OVER OTHER ADJACENT LANDS OF WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON BY WAY OF THE DIRT ROAD IN EXISTENCE AT THE TIME OF THE DEED, OR BY WAY OF OTHER ROUTES THAT WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON MAY FROM TIME TO TIME DESIGNATE. D.B. 2315 PG. 315 (VESTING DEED FOR PROPERTY OF BROADKILN SPORTSMAN'S CLUB, INC., SUCCESSORS IN TITLE OF PROPERTY OF WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON), DOES NOT INCLUDE THE RIGHT OF INGRESS AND EGRESS OVER "TRACT 1", AS SHOWN IN P.B. 62 PG. 54.
3. (TRACT 58R) AS SHOWN HEREON IS A RELOCATION OF THE OLD UNITED STATES (TRACT 58R).
4. THIS SURVEY REFLECTS THE SURVEYOR'S OPINION AS TO THE LOCATION OF THE PARCEL LINES AND TITLE ISSUES AFFECTING THE PROPERTY SHOWN. THIS OPINION IS BASED UPON ANALYZING AND INTERPRETING ALL RECORDED AND UNRECORDED INFORMATION FURNISHED TO THE SURVEYOR AS CONTAINED WITHIN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. HD15850UM, EFFECTIVE DATE OF MARCH 28, 2007, AS OBTAINED BY THE SURVEYOR FROM THE CLERK'S OFFICE OF SUSSEX COUNTY, DELAWARE, AND FIELD DATA ACQUIRED FEBRUARY 5, 2007 THROUGH FEBRUARY 7, 2007 AND APRIL 17, 2007.
5. INDIVIDUAL TREES IN THE VICINITY OF TRACT (58R), BETWEEN CORNER 10312 AND CORNER 10315 WERE NOT FIELD LOCATED.

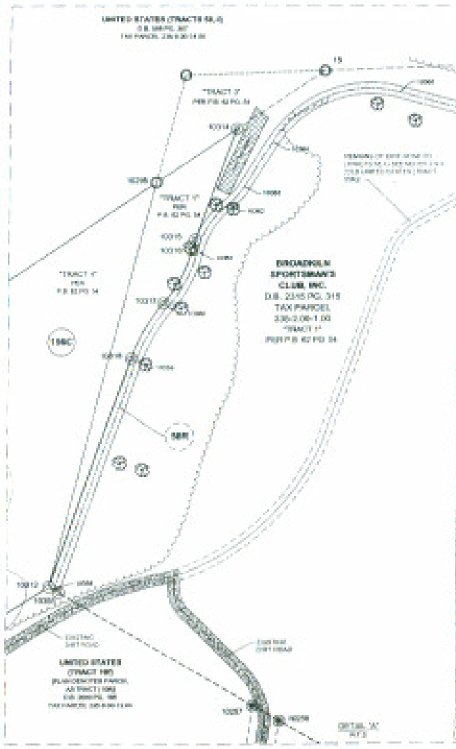
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NUMBER: HD15850UM
EFFECTIVE DATE: MARCH 28, 2007

SCHEDULE B - SECTION II

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS INSTRUMENT. NOT PLOTTABLE.
2. RIGHTS OR CLAIMS BY PARTIES IN POSSESSION OR UNDER THE TERMS OF ANY UNRECORDED LEASE OR AGREEMENT(S) OF SALE. NONE VISUALLY APPARENT.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORD. NONE VISUALLY APPARENT.
4. ANY VARIATION IN LOCATION OF LINES OR DIMENSIONS OR OTHER MATTERS WHICH AN ACCURATE SURVEY WOULD DISCLOSE. PROPERTY AS SHOWN HEREON.
5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY PUBLIC RECORDS. NOT PLOTTABLE.
6. POSSIBLE ADDITIONAL TAX ASSESSMENTS FOR NEW CONSTRUCTION AND/OR MAJOR IMPROVEMENTS. NOT PLOTTABLE.
7. PROOF OF IDENTITY, LEGAL AGE, COMPETENCY AND MARITAL STATUS OF ALL PARTIES TO THE TRANSACTION. NOT PLOTTABLE.

SPECIAL EXCEPTIONS:

1. TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS. (DUE BUT NOT YET PAYABLE). NOT PLOTTABLE.
2. SUBJECT TO THE EASEMENT AND RESTRICTIONS AS CONTAINED WITHIN THE DEED FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENTS OF SARAH J. JEFFERSON DATED 1/25/93 TO BROADKILN SPORTSMAN CLUB, INC. DATED AUGUST 11, 1996, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, AT GEORGETOWN, DELAWARE IN MORTGAGE BOOK 2315, PAGE 315, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (a) IS EXEMPT UNDER CHAPTER 42, SECTIONS 3604 AND 3607 OF THE UNITED STATES CODE OR (b) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS. AS SHOWN HEREON.
3. SUBJECT TO A TWENTY-FIVE (25) FOOT WIDE EASEMENT FOR INGRESS AND EGRESS TO AND FROM COUNTY ROUTE #234 AS CONTAINED WITHIN THE ABOVE DEED AND ALSO AS SHOWN ON PLOT BOOK 62, PAGE 54. AS SHOWN HEREON.
4. SUBJECT TO EASEMENTS AND OTHER MATTERS AS SHOWN ON THE SUBDIVISION PLOT OF LANDS OF SARAH J. JEFFERSON, TRUSTEE AND THE PRIME HOOK NATIONAL WILDLIFE REFUGE, PREPARED BY McCANN, INC. DATED JUNE 29, 1998, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AN FOR SUSSEX COUNTY, AT GEORGETOWN, DELAWARE IN MORTGAGE, BOOK 62 PAGE 54. AS SHOWN HEREON.
5. SUBJECT TO MATTERS SHOWN ON THE FARM SURVEY FOR THE PARCELS OF JEFFERSON & LOFLAND, ET AL, PREPARED BY McCANN, INC. DATED MARCH 22, 1996, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, AT GEORGETOWN, DELAWARE IN PLOT BOOK 58, PAGE 217. AS SHOWN HEREON.
6. ANY LAWS, ORDINANCES AND REGULATIONS RELATING TO THE USE OF THE PROPERTY LYING IN FLOOD PRONE AREAS. NOT PLOTTABLE.
7. THIS POLICY DOES NOT INSURE AGAINST THE EFFECT OF ANY MATTERS NOT SHOWN OF RECORD BUT WHICH WOULD ORDINARILY BE ASCERTAINED BY AN ACCURATE SURVEY OF THE PREMISES IN QUESTION. UPON RECEIPT AND REVIEW OF A CURRENT SURVEY SHOWING NO VIOLATIONS OR ENCROACHMENTS OR A DULY EXECUTED SURVEY WAIVER/DISCLAIMER, THIS EXCEPTION IS TO BE REMOVED. PROPERTY AS SHOWN HEREON.
8. SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY WHICH MAY HAVE BEEN GRANTED FOR HIGHWAY OR PUBLIC UTILITIES PURPOSES. NONE VISUALLY APPARENT.



RELOCATION OF UNITED STATES (TRACT 58R)-CENTERLINE		
CORNER	BEARING	DISTANCE
10358	N 12°09'04" E	23.77'
10359		
—	NORTHERLY, WITH A CURVE TO THE RIGHT	R=158.08' Δ=20°45'55" L=64.27' CHORD = N 26°08'50" E, 64.03'
10360		
—	NORTHERLY, WITH A CURVE TO THE LEFT	R=170.27' Δ=28°38'11" L=55.42' CHORD = N 27°12'03" E, 54.92'
10361		
—	NORTHERLY, WITH A CURVE TO THE RIGHT	R=75.00' Δ=38°38'07" L=50.45' CHORD = N 31°55'55" E, 49.51'
10362		
—	NORTHERLY, WITH A CURVE TO THE LEFT	R=60.80' Δ=20°22'02" L=21.24' CHORD = N 42°14'19" E, 21.13'
10363	N 22°03'03" E	68.03'
10364		
—	NORTHEASTERLY, WITH A CURVE TO THE RIGHT	R=100.00' Δ=77°40'00" L=126.97' CHORD = N 68°29'34" E, 118.61'
10365	S 11°17'04" E	114.06'
10366		
—	NORTHEASTERLY, WITH A CURVE TO THE LEFT	R=75.00' Δ=68°18'00" L=90.27' CHORD = N 10°13'02" E, 84.93'
10367		
—	NORTHERLY, WITH A CURVE TO THE LEFT	R=175.08' Δ=11°07'15" L=33.97' CHORD = N 30°16'20" E, 33.91'
10368		

PLAT REFERENCES:

ALL PLATS DESCRIBED HEREIN ARE OF RECORD IN THE COUNTY CLERK'S OFFICE OF SUSSEX COUNTY, DELAWARE.

- P.B. 62 PG. 54 - "SUBDIVISION OF THE LANDS OF: SARAH J. JEFFERSON, TRUSTEE and THE PRIME HOOK NATIONAL WILDLIFE REFUGE, BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED JUNE 29, 1998.
- P.B. 58 PG. 217 - "FARM SURVEY - PARCELS OF JEFFERSON & LOFLAND, ET. AL., BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED MARCH 22, 1996.
- D.B. 2287 PG. 175 - "PARCEL OF SARAH J. JEFFERSON, TRUSTEE, BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED MAY 26, 1998.

ALL TRACT MAPS DESCRIBED HEREIN ARE OF RECORD IN THE FILES OF THE U.S. FISH AND WILDLIFE SERVICE, 300 WESTGATE CENTER DRIVE, HADLEY, MA.

- TRACT MAP ENTITLED "WILBERT B. JEFFERSON TRACTS (58,-I), DATED SEPTEMBER 23, 1964.
- TRACT MAP ENTITLED "PARCEL SURVEY TO ALTA STANDARDS for THE TRUST FOR PUBLIC LAND, BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED MAY 2, 2001.

DEED REFERENCES:

ALL DEEDS DESCRIBED HEREIN ARE OF RECORD IN THE COUNTY CLERK'S OFFICE OF SUSSEX COUNTY, DELAWARE.

SUBJECT PROPERTY:

- D.B. 2315 PG. 315 - BROADKILN SPORTSMAN'S CLUB, INC. FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON, DATED AUGUST 11, 1998.
- D.B. 1867 PG. 83 - SARAH J. JEFFERSON, TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON FROM SARAH JANE JEFFERSON, DATED JANUARY 25, 1993.
- D.B. 450 PG. 114 - WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON FROM CLIFTON JAMES LOFLAND AND ALBERTA S. LOFLAND, DATED FEBRUARY 28, 1958.
- D.B. 253 PG. 330 - JOHN LOFLAND FROM JAMES M. TUNNELL, ESQ., DATED MAY 5, 1923.
- D.B. 159 PG. 486 - JOHN LOFLAND FROM MINOS O. SHORT, DATED MARCH 11, 1907.

ADJOINERS:

- D.B. 2416 PG. 165 - JAMES C. LOFLAND FROM JAMES C. LOFLAND AND JANE L. LOFLAND, DATED SEPTEMBER 2, 1999.
- D.B. 2287 PG. 173 - PHILLIP F. SCHULER AND JOAN C. SCHULER FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON, DATED FEBRUARY 10, 1998.
- D.B. 3286 PG. 326 - CLIFTON REAL ESTATE INVESTMENTS, L.L.C. FROM OTIS J. CLIFTON, TRUSTEE OF THE OTIS J. CLIFTON REVOCABLE TRUST, DATED MARCH 23, 2006.
- D.B. 588 PG. 307 - UNITED STATES OF AMERICA FROM WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON, DATED MAY 14, 1965.
- D.B. 380 PG. 342 - WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON FROM CLIFTON JAMES LOFLAND AND ALBERTA S. LOFLAND, DATED FEBRUARY 9, 1950.
- D.B. 2660 PG. 192 - UNITED STATES OF AMERICA FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON, DATED JUNE 13, 2001.

LEGEND

- PVC PIPE
- CONCRETE MON
- STANDARD USFWS ALUM MON
- IRON PIPE
- IRON PIPE WITHIN PVC PIPE
- FENCE POST
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE

THIS MAP WAS COMPILED FROM SURVEYS BY WOOLPERT INC. FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, MADE FROM FEBRUARY 5, 2007 THROUGH FEBRUARY 7, 2007 AND APRIL 17, 2007; AND FROM RECORDS OF WOOLPERT INC., 415 PORT CENTRE PARKWAY, SUITE 101, PORTSMOUTH, VIRGINIA 23704, AND THE DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, REGION 5, OFFICE OF REALTY, 300 WESTGATE CENTER DRIVE, HADLEY, MA 01035.

Appendix "D"

Secretary's Certificate of Corporate Resolutions

YOUNG CONAWAY STARGATT & TAYLOR, LLP

BEN T. CASTLE
SHELDON N. SANDLER
RICHARD A. LEVINE
RICHARD A. ZAPPA
FREDERICK W. IOBST
RICHARD H. MORSE
DAVID C. MCBRIDE
JOSEPH M. NICHOLSON
CRAIG A. KARSNITZ
BARRY M. WILLOUGHBY
JOSY W. INGERSOLL
ANTHONY G. FLYNN
JEROME K. GROSSMAN
EUGENE A. DIPRINZIO
JAMES L. PATTON, JR.
ROBERT L. THOMAS
WILLIAM D. JOHNSTON
TIMOTHY J. SNYDER
BRUCE L. SILVERSTEIN
WILLIAM W. BOWSER
LARRY J. TARABICOS
RICHARD A. DILIBERTO, JR.
MELANIE K. SHARP
CASSANDRA F. ROBERTS
RICHARD J.A. POPPER
TERESA A. CHEEK
NEILLI MULLEN WALSH

JANET Z. CHARLTON
ROBERT S. BRADY
JOEL A. WAITE
BRENT C. SHAFFER
DANIEL P. JOHNSON
CRAIG D. GREAR
TIMOTHY JAY HOUSEAL
MARTIN S. LESSNER
PAULINE K. MORGAN
C. BARR FLINN
NATALIE WOLF
LISA B. GOODMAN
JOHN W. SHAW
JAMES P. HUGHES, JR.
EDWIN J. HARRON
MICHAEL R. NESTOR
MAUREEN D. LUKE
ROLIN P. BISSELL
SCOTT A. HOLT
JOHN T. DORSEY
M. BLAKE CLEARY
CHRISTIAN DOUGLAS WRIGHT
DANIELLE GIBBS
JOHN J. PASCHETTO
NORMAN M. POWELL
ELENA C. NORMAN

110 WEST PINE STREET
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GEORGETOWN, DELAWARE 19947

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FAX: (302) 856-9338

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MICHELE SHERRETTA BUDICAK
JEFFREY T. CASTELLANO
KARA HAMMOND COYLE
KRISTEN SALVATORE DEPALMA
MARGARET M. DIBIANCA
MARY F. DUGAN
ERIN EDWARDS
KENNETH J. ENOS
IAN S. FREDERICKS
JAMES J. GALLAGHER
SEAN T. GREECHER
STEPHANIE L. HANSEN
DAWN M. JONES
KAREN E. KELLER
JENNIFER M. KINKUS
EDWARD J. KOSMOWSKI
JOHN C. KUFFEL
TIMOTHY E. LENGKEEK

SPECIAL COUNSEL
JOHN D. MCLAUGHLIN, JR.
KAREN L. PASCALE
PATRICIA A. WIDDOSS

ANDREW A. LUNDGREN
MATTHEW B. LUNN
ADRIA B. MARTINELLI
KATHALEEN MCCORMICK
MICHAEL W. MCDERMOTT
TAMMY L. MERCER
MARIBETH L. MINELLA
EDMON L. MORTON
D. FON MUTTAMARA-WALKER
JENNIFER R. NOEL
ADAM W. POFF
SETH J. REIDENBERG
SARA BETH A. REYBURN
CHERYL A. SANTANIELLO
(NJ & PA ONLY)
MONTE T. SQUIRE
MICHAEL P. STAFFORD
CHAD S.C. STOVER
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TRAVIS N. TURNER
MARGARET B. WHITEMAN
SHARON M. ZIEG

SENIOR COUNSEL
CURTIS J. CROWTHER

OF COUNSEL
BRUCE M. STARGATT
STUART B. YOUNG
EDWARD B. MAXWELL, 2ND

October 2, 2007

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Melissa B. Derwart, Esq.
U.S. Department of the Interior
Office of the Solicitor
1849 C Street, NW (MS 5530)
Washington, DC 20240

Re: Broadkiln Sportsman Club, Inc.; Secretary's Certificate of Corporate Resolutions

Dear Melissa:

Attached please find the executed Secretary's Certificate of Corporate Resolutions from the Broadkiln Sportsman Club, Inc. Should you have any questions, please feel free to contact me.

Respectfully yours,

Stephanie L. Hansen

SLH:s
Enclosure

cc: Mr. Fred Carlsten, Broadkiln Sportsman Club, Inc.

SECRETARY'S CERTIFICATE OF CORPORATE RESOLUTIONS

The undersigned hereby certifies that the undersigned, George Daniels, is the duly elected Secretary of record of the Broadkiln Sportsman Club, Inc., a Delaware corporation (the "Corporation"), and that the following resolutions were adopted by a majority of the membership of the Corporation by written consent, in accordance with the general corporation law of the State of Delaware:

> RESOLVED, that Walter F. Carlsten, the Treasurer of the Corporation, is hereby authorized to enter into any and all agreements with the federal and state governments and any other parties to resolve any outstanding liability of the Corporation, its members and directors, with respect to any alleged environmental contamination of the Property (Sussex County tax parcel number 2-35-2.00-1.00) or of the adjacent Prime Hook National Wildlife Refuge.
>
> RESOLVED, that all actions taken by Mr. Walter F. Carlsten on behalf of the Corporation since the last board meeting on April 28, 2004 are hereby ratified.

The undersigned further certifies that the undersigned is the custodian of the written consents of the majority of the membership of the Corporation attesting to the above resolutions of the Corporation

Dated: September 19, 2007

_____
George Daniels, Secretary

Appendix "E"

Declaration of Restrictions

Tax Parcel No. 2-35-2.00-1.00

PREPARED BY AND RETURN TO:
Stephanie L. Hansen, Esquire
Young Conaway Stargatt & Taylor, LLP
P.O. Box 391
Wilmington, DE 19899-0391

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, is made this ____ day of _____, 2007 and is intended to be effective when executed by **BROADKILN SPORTSMAN CLUB, INC.,** a Delaware corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract, piece or parcel of land situate in Broadkill Hundred, Sussex County and State of Delaware, being located northeast of County Road 234, consisting of approximately 13.23 acres of land, and recorded in the Office of the Recorder of Deeds, Sussex County, State of Delaware as Tax Parcel Number 2-35-2.00-1.00 (the "Property"), a plot plan of the Property (shown as "Tract 1") is attached hereto and made a part hereof as **Exhibit "A"**;and

WHEREAS, Declarant desires to impose upon the Property effective as of the date of execution of this Declaration, and to bind its self and its successors and assigns, to certain restrictions and covenants as more fully set forth herein below.

NOW, THEREFORE, KNOW ALL PEOPLE BY THESE PRESENTS:

That Declarant does impose upon the Property the following restrictions:

1. The Property shall be used only for a residential purpose with the construction of a maximum of one (1) detached, single-family dwelling with associated residential accessory-use structures. Such associated residential accessory-use structures may include, but are not limited to, horse barns and pens.

2. The Property shall not be used for commercial hunting; that is, any hunting in which a fee is charged for hunting of native wildlife or pen-raised or propagated game animals.

3. Covenants Running With the Property. These covenants and restrictions shall be taken to be real covenants running with the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused its name and seal to be hereunto set, the day and year first above written.

BROADKILN SPORTSMAN CLUB, INC.

_____
Witness

By:_____
Name: W. Fred Carlsten
Title: Treasurer

STATE OF DELAWARE)
) SS.
COUNTY OF SUSSEX)

The foregoing instrument was acknowledged before me this _____day of _____, 2007, by W. Fred Carlsten, Treasurer of the Broadkiln Sportsman Club, Inc.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

_____(SEAL)
Notarial Officer
Print Name:_____
My Commission Expires:_____

EXHIBIT "A"

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
PRIME HOOK NATIONAL WILDLIFE REFUGE

BROADKILN SPORTSMAN'S CLUB, INC.

TRACT (156C)
AND RELOCATION OF

UNITED STATES (TRACT 58R)

3.30 ACRES
BROADKILL HUNDRED, SUSSEX COUNTY, DELAWARE

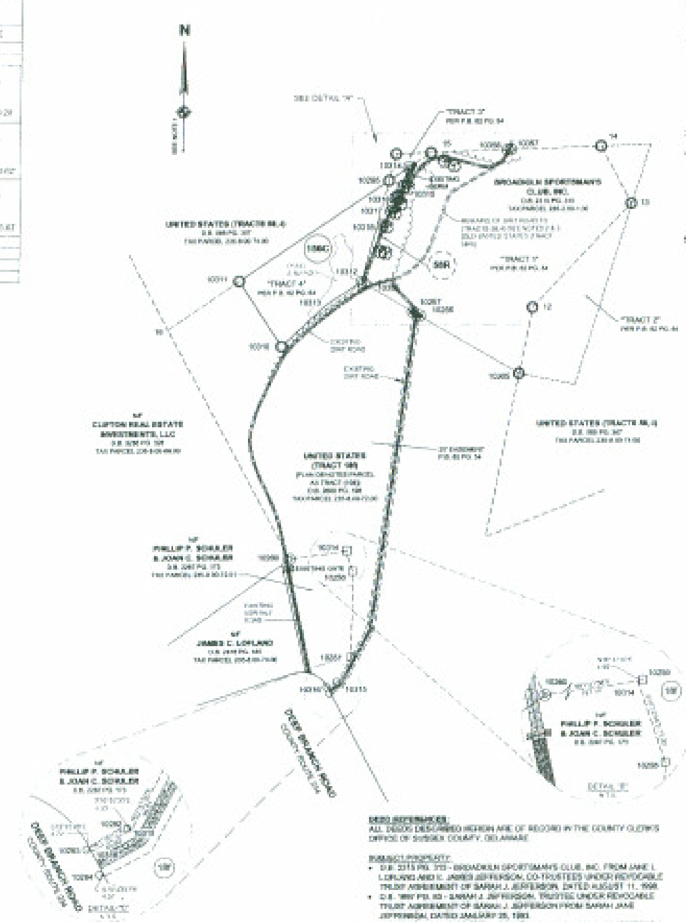
0 100 200 400 600 800 FEET

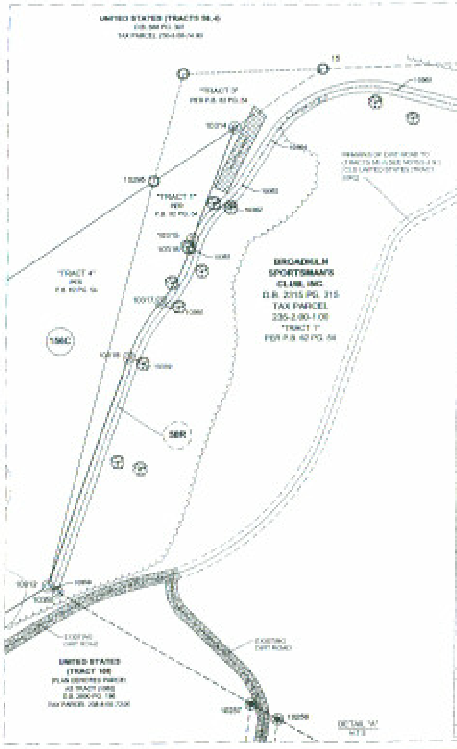
TIE LINES

CORNER	BEARING	DISTANCE
16	N 30°16'07" E	203.38'
10311		
10314	N 38°18'07" E	31.82'
15	N 87°58'21" E	208.15'
10256	N 87°58'21" E	5.07'
10368	N 87°58'21" E	5.07'
10357	N 87°58'21" E	316.10'
14		
10312	S 00°02'37" E	5.08'
10358	S 00°02'37" E	5.08'
10355	S 00°02'37" E	190.37'
10357	S 00°02'37" E	27.90'
10256	S 00°02'37" E	164.10'
10265		

TRACT (156C)

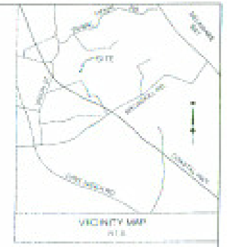
CORNER	BEARING	DISTANCE
10311	N 58°48'01" E	711.47'
10314	S 30°28'42" W	104.27'
10279		
—	SOUTHERLY WITH A CURVE TO THE LEFT	R=88.00' Δ=105°35'44" L=9.21' CHORD = S 17°13'50" W, 9.28'
10316		
—	SOUTHERLY, WITH A CURVE TO THE RIGHT	R=114.21' Δ=26°38'17" L=53.10' CHORD = S 37°12'07" W, 52.62'
10317		
—	SOUTHERLY, WITH A CURVE TO THE LEFT	R=156.00' Δ=30°41'?8" L=86.14' CHORD = S 30°48'36" W, 85.63'
10318	S 17°48'54" W	209.87'
10312	S 57°43'88" W	140.48'
10313	S 47°11'14" W	211.22'
10310	N 33°48'17" W	272.86'
10311		





RELOCATION OF UNITED STATES (TRACT 58R)-CENTERLINE

CORNER	BEARING	DISTANCE
10358	N 10°45'54" E	213.77'
10359		
—	NORTHERLY, WITH A CURVE TO THE RIGHT	R=150.38' Δ=20°15'55" L=54.33' CHORD = N 20°05'36" E, 54.13'
10360		
—	NORTHERLY, WITH A CURVE TO THE LEFT	R=115.21' Δ=26°38'17" L=55.02' CHORD = N 27°12'07" E, 54.62'
10361		
—	NORTHERLY, WITH A CURVE TO THE RIGHT	R=75.00' Δ=38°32'17" L=50.45' CHORD = N 33°03'16" E, 49.51'
10362		
—	NORTHERLY, WITH A CURVE TO THE LEFT	R=68.00' Δ=30°22'32" L=21.38' CHORD = N 42°14'09" E, 21.23'
10363	N 27°03'02" E	65.53'
10364		
—	NORTHEASTERLY, WITH A CURVE TO THE RIGHT	R=180.00' Δ=72°46'52" L=120.87' CHORD = N 58°28'14" E, 118.61'
10365	S 78°11'54" E	114.86'
10366		
—	NORTHEASTERLY, WITH A CURVE TO THE LEFT	R=75.00' Δ=80°28'59" L=60.28' CHORD = N 78°59'23" E, 94.99'
10367		
—	NORTHERLY, WITH A CURVE TO THE LEFT	R=175.00' Δ=11°07'15" L=33.97' CHORD = N 38°16'20" E, 33.91'
10368		



NOTES:

1. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE DELAWARE STATE PLANE COORDINATE SYSTEM (NAD 83). DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES, MULTIPLY DISTANCES BY THE COMBINED PROJECT SCALE FACTOR OF 1.000003933.
2. D.B. 568 PG. 307 (VESTING DEED FOR (TRACTS 58,-I)) DESCRIBES A RIGHT OF INGRESS AND EGRESS TO (TRACT 58) OVER OTHER ADJACENT LANDS OF WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON BY WAY OF THE DIRT ROAD IN EXISTENCE AT THE TIME OF THE DEED, OR BY WAY OF OTHER ROUTES THAT WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON MAY FROM TIME TO TIME DESIGNATE. D.B. 2315 PG. 315 (VESTING DEED FOR PROPERTY OF BROADKILN SPORTSMAN'S CLUB, INC., SUCCESSORS IN TITLE OF PROPERTY OF WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON) DOES NOT INCLUDE THE RIGHT OF INGRESS AND EGRESS OVER "TRACT 1", AS SHOWN IN P.B. 62 PG. 54.
3. (TRACT 58R) AS SHOWN HEREON IS A RELOCATION OF THE OLD UNITED STATES (TRACT 58R).
4. THIS SURVEY REFLECTS THE SURVEYOR'S OPINION AS TO THE LOCATION OF THE PARCEL LIMITS AND TITLE ISSUES AFFECTING THE PROPERTY SHOWN. THIS OPINION IS BASED UPON ANALYZING AND INTERPRETING ALL RECORDED AND UNRECORDED INFORMATION FURNISHED TO THE SURVEYOR AS CONTAINED WITHIN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. HD1585KUM, EFFECTIVE DATE OF MARCH 28, 2007, AS OBTAINED BY THE SURVEYOR FROM THE CLERK'S OFFICE OF SUSSEX COUNTY, DELAWARE, AND FIELD DATA ACQUIRED FEBRUARY 5, 2007 THROUGH FEBRUARY 7, 2007 AND APRIL 17, 2007.
5. INDIVIDUAL TREES IN THE VICINITY OF TRACT (58R), BETWEEN CORNER 10312 AND CORNER 10318 WERE NOT FIELD LOCATED.

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NUMBER: HD1585KUM
EFFECTIVE DATE: MARCH 28, 2007

SCHEDULE B - SECTION II

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS INSTRUMENT. NOT PLOTTABLE.
2. RIGHTS OR CLAIMS BY PARTIES IN POSSESSION OR UNDER THE TERMS OF ANY UNRECORDED LEASE OR AGREEMENT(S) OF SALE. NONE VISUALLY APPARENT.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORD. NONE VISUALLY APPARENT.
4. ANY VARIATION IN LOCATION OF LINES OR DIMENSIONS OR OTHER MATTERS WHICH AN ACCURATE SURVEY WOULD DISCLOSE. PROPERTY AS SHOWN HEREON.
5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY PUBLIC RECORDS. NOT PLOTTABLE.
6. POSSIBLE ADDITIONAL TAX ASSESSMENTS FOR NEW CONSTRUCTION AND/OR MAJOR IMPROVEMENTS. NOT PLOTTABLE.
7. PROOF OF IDENTITY, LEGAL AGE, COMPETENCY AND MARITAL STATUS OF ALL PARTIES TO THE TRANSACTION. NOT PLOTTABLE.

SPECIAL EXCEPTIONS

1. TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS. (DUE BUT NOT YET PAYABLE). NOT PLOTTABLE.
2. SUBJECT TO THE EASEMENT AND RESTRICTIONS AS CONTAINED WITHIN THE DEED FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENTS OF SARAH J. JEFFERSON DATED 1/26/93 TO BROADKILN SPORTSMAN CLUB, INC. DATED AUGUST 11, 1998, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, AT GEORGETOWN, DELAWARE IN MORTGAGE BOOK 2315, PAGE 315, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (a) IS EXEMPT UNDER CHAPTER 42, SECTIONS 3604 AND 3607 OF THE UNITED STATES CODE OR (b) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS. AS SHOWN HEREON.
3. SUBJECT TO A TWENTY-FIVE (25) FOOT WIDE EASEMENT FOR INGRESS AND EGRESS TO AND FROM COUNTY ROUTE #234 AS CONTAINED WITHIN THE ABOVE DEED AND ALSO AS SHOWN ON PLOT BOOK 62, PAGE 54. AS SHOWN HEREON.
4. SUBJECT TO EASEMENTS AND OTHER MATTERS AS SHOWN ON THE SUBDIVISION PLOT OF LANDS OF SARAH J. JEFFERSON, TRUSTEE AND THE PRIME HOOK NATIONAL WILDLIFE REFUGE, PREPARED BY McCANN, INC. DATED JUNE 29, 1998, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AN FOR SUSSEX COUNTY, AT GEORGETOWN, DELAWARE IN MORTGAGE, BOOK 62 PAGE 54. AS SHOWN HEREON.
5. SUBJECT TO MATTERS SHOWN ON THE FARM SURVEY FOR THE PARCELS OF JEFFERSON & LOFLAND, ET AL, PREPARED BY McCANN, INC. DATED MARCH 22, 1996, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OR DEEDS, IN AND FOR SUSSEX COUNTY, AT GEORGETOWN, DELAWARE IN PLOT BOOK 58, PAGE 217. AS SHOWN HEREON.
6. ANY LAWS, ORDINANCES AND REGULATIONS RELATING TO THE USE OF THE PROPERTY LYING IN FLOOD PRONE AREAS. NOT PLOTTABLE.
7. THIS POLICY DOES NOT INSURE AGAINST THE EFFECT OF ANY MATTERS NOT SHOWN OF RECORD BUT WHICH WOULD ORDINARILY BE ASCERTAINED BY AN ACCURATE SURVEY OF THE PREMISES IN QUESTION. (UPON RECEIPT AND REVIEW OF A CURRENT SURVEY SHOWING NO VIOLATIONS OR ENCROACHMENTS OR A DULY EXECUTED SURVEY WAIVER/DISCLAIMER, THIS EXCEPTION IS TO BE REMOVED). PROPERTY AS SHOWN HEREON.
8. SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY WHICH MAY HAVE BEEN GRANTED FOR HIGHWAY OR PUBLIC UTILITIES PURPOSES. NONE VISUALLY APPARENT.

PLAT REFERENCES:
ALL PLATS DESCRIBED HEREIN ARE OF RECORD IN THE COUNTY CLERK'S OFFICE OF SUSSEX COUNTY, DELAWARE.

- P.B. 62 PG. 54 - "SUBDIVISION OF THE LANDS OF: SARAH J. JEFFERSON, TRUSTEE and THE PRIME HOOK NATIONAL WILDLIFE REFUGE, BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED JUNE 29, 1998.
- P.B. 58 PG. 217 - "FARM SURVEY - PARCELS OF JEFFERSON & LOFLAND, ET. AL., BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED MARCH 22, 1996.
- D.B. 2287 PG. 175 - "PARCEL OF SARAH J. JEFFERSON, TRUSTEE, BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED MAY 28, 1998.

ALL TRACT MAPS DESCRIBED HEREIN ARE OF RECORD IN THE FILES OF THE U.S. FISH AND WILDLIFE SERVICE, 300 WESTGATE CENTER DRIVE, HADLEY, MA.

- TRACT MAP ENTITLED "WILBERT B. JEFFERSON TRACTS (58,-I), DATED SEPTEMBER 23, 1964.
- TRACT MAP ENTITLED "PARCEL SURVEY TO ALTA STANDARDS for THE TRUST FOR PUBLIC LAND, BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED MAY 2, 2001.

DEED REFERENCES:
ALL DEEDS DESCRIBED HEREIN ARE OF RECORD IN THE COUNTY CLERK'S OFFICE OF SUSSEX COUNTY, DELAWARE.

SUBJECT PROPERTY:
- D.B. 2315 PG. 315 - BROADKILN SPORTSMAN'S CLUB, INC. FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON, DATED AUGUST 11, 1998.
- D.B. 1890 PG. 83 - SARAH J. JEFFERSON, TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON FROM SARAH JANE JEFFERSON, DATED JANUARY 26, 1993.
- D.B. 484 PG. 144 - WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON FROM CLIFTON JAMES LOFLAND AND ALBERTA S. LOFLAND, DATED FEBRUARY 28, 1958.
- D.B. 253 PG. 330 - JOHN LOFLAND FROM JAMES M. TUNNELL, ESQ., DATED MAY 5, 1923.
- D.B. 158 PG. 486 - JOHN LOFLAND FROM MINOS O. SHORT, DATED MARCH 11, 1907.

ADJOINERS:
- D.B. 2416 PG. 185 - JAMES C. LOFLAND FROM JAMES C. LOFLAND AND JANE L. LOFLAND, DATED SEPTEMBER 2, 1999.
- D.B. 2287 PG. 173 - PHILLIP F. SCHULER AND JOAN C. SCHULER FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON, DATED FEBRUARY 19, 1998.
- D.B. 3286 PG. 326 - CLIFTON REAL ESTATE INVESTMENTS, L.L.C. FROM OTIS J. CLIFTON, TRUSTEE OF THE OTIS J. CLIFTON REVOCABLE TRUST, DATED MARCH 23, 2006.
- D.B. 568 PG. 307 - UNITED STATES OF AMERICA FROM WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON, DATED MAY 14, 1965.
- D.B. 580 PG. 242 - WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON FROM CLIFTON JAMES LOFLAND AND ALBERTA S. LOFLAND, DATED FEBRUARY 9, 1965.
- D.B. 2600 PG. 192 - UNITED STATES OF AMERICA FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON, DATED JUNE 13, 2001.

LEGEND

- PVC PIPE
- CONCRETE MON
- STANDARD USFWS ALUM MON
- IRON PIPE
- IRON PIPE WITHIN PVC PIPE
- FENCE POST
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE

THIS MAP WAS COMPILED FROM SURVEYS BY WOOLPERT INC. FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, MADE FROM FEBRUARY 5, 2007 THROUGH FEBRUARY 7, 2007 AND APRIL 17, 2007, AND FROM RECORDS OF WOOLPERT INC., 415 PORT CENTRE PARKWAY, SUITE 101, PORTSMOUTH, VIRGINIA 23704, AND THE DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, REGION 5, OFFICE OF REALTY, 300 WESTGATE CENTER DRIVE, HADLEY, MA 01035.

Appendix "F"

Legal Description of Right of Way

UNITED STATES
DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
OFFICE OF REALTY

TRACT DESCRIPTION

OF THE

BROADKILN SPORTSMAN'S CLUB, INC. TRACT

(156C)

AND THE RELOCATION OF

UNITED STATES (TRACT 58R)

SUSSEX COUNTY, DELAWARE

PRIME HOOK NATIONAL WILDLIFE REFUGE

CONTAINING 3.00 ACRES

REPORT PREPARED BY
Woolpert, Inc.
Portsmouth, Virginia
August 6, 2007

DESCRIPTION

OF THE

BROADKILN SPORTSMAN'S CLUB, INC. TRACT

(156C)

AND THE RELOCATION OF

UNITED STATES (TRACT 58R)

SUSSEX COUNTY, DELAWARE

The hereinafter described two (2) tracts of land are located in the Broadkill Hundred, County of Sussex, State of Delaware, situate approximately 0.62 mile east of the intersection of Deep Branch Road, County Route 234 and Coastal Highway, U.S Route 1, northerly of Deep Branch Road, County Route 234; and being a portion of the land conveyed to Broadkiln Sportsman's Club, Inc., from Jane L. Lofland and E. James Jefferson, Co-trustees under Revocable Trust Agreement of Sarah J. Jefferson, dated January 25, 1993, in a deed dated August 11, 1998, and recorded in Deed Book 2315 at page 315; and as identified as "TRACT 4" and a portion of "TRACT 1" on that certain plat entitled "Subdivision of the Lands of: Sarah J. Jefferson, Trustee and The Prime Hook National Wildlife Refuge, Broadkill Hundred – Sussex County – Delaware", prepared by McCann, Inc. and dated June 29, 1998, recorded in Plat Book 62 at Page 54, as recorded in the Clerk's Office of the said County and State.

The following description is based on the Delaware State Plane Coordinate System (NAD 83). Distances are grid distances. To convert to ground distances, multiply distances by the combined project scale factor of 1.000002833.

Being a portion of the land identified by Sussex County, Delaware as Tax District 235, Tax Map 2, Parcel 1.

TRACT (156C)

COMMENCING at Corner 16, of UNITED STATES (TRACT 58);

Thence, N 56°16'01" E, with lands of UNITED STATES (TRACT 58), 300.38 feet to Corner 10311, an iron pipe found, and the PLACE OF BEGINNING;

Thence, from the PLACE OF BEGINNING, N 56°16'01" E, continuing with UNITED STATES (TRACT 58), passing on line an iron pipe found at 627.23 feet, continuing for a total distance of 711.63 feet to Corner 10314, a standard USF&WS aluminum monument set and marked "COR 10314, TR 156C, PLS 703, 2007", which bears S 56°16'01" W, 91.83 feet from Corner 15, an iron pipe found;

Thence, S 20°28'42" W, with lands of Broadkiln Sportsman's Club, Inc. 104.23 feet to UNITED STATES (TRACT 58R), and Corner 10315, a standard USF&WS aluminum monument set and marked "COR 10315, TR 156C, PLS 703, 2007";

Thence, with UNITED STATES (TRACT 58R), the following four (4) courses and distances:

Southerly, with a curve to the left, having a radius of 80.00 feet, a central angle of 06°35'44", an arc length of 9.21 feet, and a chord bearing a distance of S 17°10'50" W, 9.20 feet to Corner 10316, a standard USF&WS aluminum monument set and marked "COR 10316, TR 156C, PLS 703, 2007";

Thence, Southerly, with a curve to the right, having a radius of 114.21 feet, a central angle of 26°38'11", an arc length of 53.10 feet, and a chord bearing a distance of S 27°12'03" W, 52.62 feet to Corner 10317, a standard USF&WS aluminum monument set and marked "COR 10317, TR 156C, PLS 703, 2007";

Thence, Southerly, with a curve to the left, having a radius of 155.00 feet, a central angle of 20°45'05", an arc length of 56.14 feet, and a chord bearing and distance of S 30°08'37" W, 55.83 feet to Corner 10318, a standard USF&WS aluminum monument set and marked "COR 10318, TR 156C, PLS 703, 2007";

Thence, S 19°46'04" W, 209.87 feet to lands of UNITED STATES (TRACT 18f) (shown on plan as Tract 108), and Corner 10312, a standard USFWS aluminum monument set and marked "COR 10312, TR 156C, PLS 703, 2007;

Thence, with lands of UNITED STATES (TRACT 18f) the following three (3) courses and distances:

S 57°43'08" W, 140.48 feet to Corner 10313;

Thence, S 47°11'14" W, 217.22 feet to Corner 10310, an iron pipe found;

Thence, N 33°46'13" W, 272.46 feet to the PLACE OF BEGINNING, and containing 3.00 acres, more or less.

<u>UNITED STATES (TRACT 58R)</u>

The hereinafter described relocation of UNITED STATES (TRACT 58R), being a right of way, ten (10) feet in width, lies within lands of Broadkiln Sportsman's Club, Inc., and is defined by it's centerline as follows:

COMMENCING at the division line of lands of UNITED STATES (TRACT 18f) (shown on plan as Tract 108) and lands of Broadkiln Sportsman's Club, Inc., and Corner 10312, a standard USF&WS aluminum monument set and marked "COR 10312, TR 156C, PLS 703, 2007";

Thence, S 60°02'37" E, with the aforesaid division line, 5.08 feet to Corner 10358, and the PLACE OF BEGINNING, which bears N 60°02'37" W, 5.08 feet from Corner 10355, a standard USF&WS aluminum monument set and marked "COR 10355, TR 58R, PLS 703, 2007;

Thence, from the PLACE OF BEGINNING, through lands of Broadkiln Sportsman's Club, Inc., the following ten (10) courses and distances:

N 19°46'04" E, 210.77 feet to Corner 10359;

Thence, Northerly, with a curve to the right, having a radius of 150.00 feet, a central angle of 20°45'05", an arc length of 54.33 feet, and a chord bearing and distance of N 30°08'36" E, 54.03 feet to Corner 10360;

Thence, Northerly, with a curve to the left, having a radius of 119.21 feet, a central angle of 26°38'11", an arc length of 55.42 feet, and a chord bearing and distance of N 27°12'03" E, 54.92 feet to Corner 10361;

Thence, Northerly, with a curve to the right, having a radius of 75.00 feet, a central angle of 38°32'37", an arc length of 50.45 feet, and a chord bearing and distance of N 33°09'16" E, 49.51 feet to Corner 10362;

Thence, Northerly, with a curve to the left, having a radius of 60.00 feet, a central angle of 20°22'32", an arc length of 21.34 feet, and a chord bearing and distance of N 42°14'19" E, 21.23 feet to Corner 10363;

Thence, N 32°03'03" E, 46.03 feet to Corner 10364;

Thence, Northeasterly, with a curve to the right, having a radius of 100.00 feet, a central angle of 72°45'03", an arc length of 126.97 feet, and a chord bearing and distance of N 68°25'34" E, 118.61 feet to Corner 10365;

Thence, S 75°11'54" E, 114.96 feet to Corner 10366;

Thence, Northeasterly, with a curve to the left, having a radius of 75.00 feet, a central angle of 68°58'08", an arc length of 90.28 feet, and a chord bearing and distance of N 70°19'02" E, 84.93 feet to Corner 10367;

Thence, Northerly, with a curve to the left, having a radius of 175.00 feet, a central angle of 11°07'15", an arc length of 33.97 feet, and a chord bearing and distance of N 30°16'20" E, 33.91 feet to lands of UNITED STATES (TRACT 58), and Corner 10368, which bears N 87°58'21" E, 5.60 feet from Corner 10356, a standard USF&WS aluminum monument set and marked "COR 10356, TR 58R, PLS 703, 2007", and which bears S 87°58'21" W, 5.60 feet from Corner 10357, a standard USF&WS aluminum monument set and marked "COR 10357, TR 58D, PLS 703, 2007", and containing 0.18 acres, more or less.

The above-described tract of land, containing 3.00 acres, more or less, is delineated on a map tracing designated as the BROADKILN SPORTSMAN'S CLUB, INC. TRACT (156C) AND THE RELOCATION OF UNITED STATES (TRACT 58R), bearing the date of July 5, 2007, of record in the files of the Department of the Interior, Fish and Wildlife Service, 300 Westgate Center Drive, Hadley, Massachusetts, 01035-9589. A print from that map tracing is attached.

U. S. DEPARTMENT OF THE INTERIOR
Fish and Wildlife Service
Office of Realty

STATE OF VIRGINIA)
) ss.
CITY OF PORTSMOUTH)

I hereby certify that the attached map of the

BROADKILN SPORTSMAN'S CLUB, INC. TRACT (156C)

AND THE RELOCATION OF UNITED STATES (TRACT 58R)

has been platted from field surveys performed by Woolpert, Inc. for the United States Department of the Interior Fish and Wildlife Service, made from February 5, 2007 through February 7, 2007 and April 17, 2007, from deeds recorded in the Clerk's Office of the Circuit Court of Sussex County, and from records of Woolpert, Inc., and the United States Department of the Interior Fish and Wildlife Service; that the lot lines, other subdivision and boundary lines, as shown have been placed on the map after careful consideration of all available data on the subject; and that all said data as shown on the attached map has been checked by me and are correct to the best of my knowledge and belief.

Judy G. Beale., P.L.S., Delaware # 703
Woolpert, Inc.

Date: 25.06.07

UNITED STATES
DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
OFFICE OF REALTY

CERTIFICATE OF OCCUPANCY
PRIME HOOK NATIONAL WILDLIFE REFUGE
SUSSEX COUNTY, DELAWARE

I hereby certify that, on April 17, 2007, Raymond L. Rucka, Survey Crew Chief, made a personal inspection of the BROADKILN SPORTSMAN'S CLUB, INC. TRACT (156C) AND THE RELOCATION OF UNITED STATES (TRACT 58R), as shown on the attached map, and found evidence of past or present occupancy and use as indicated below:

TRACT (156C)

1. Line 10311-10314 is evidenced by a portion of the westerly line of UNITED STATES (TRACT 58).

2. Lines 10312-10313-10310-10311 are evidenced by the northerly and easterly lines of UNITED STATES (TRACT 18f) (shown on plan as Tract 108).

3. Lines and curves 10316-10317-10318-10312 are evidenced by the westerly line of the relocated UNITED STATES (TRACT 58R).

4. The underlying fee within this Conservation Easement is subject to the easements and restrictions contained with Deed Book 2315, Page 315.

5. The underlying fee within this Conservation Easement is subject to a twenty-five (25) foot wide easement for ingress and egress to and from County Route #234, as contained in Deed Book 2315, Page 315, and as shown on Plot Book 62, Page 54.

6. The underlying fee within this Conservation Easement is subject to matters shown in Plot Book 58, Page 217.

7. This tract consists of woods, marsh and a pond.

UNITED STATES (TRACT 58R)

1. Lines and curves 10316-10317-10318-10312 are evidenced by the easterly line of BROADKILN SPORTSMAN'S CLUB TRACT (156C).

2. Line 10312-10355 is evidenced by the northerly line of UNITED STATES (TRACT 18f) (shown on plan as Tract 108).

3. Line 10356-10357 is evidenced by the southerly line of UNITED STATES (TRACT 58).

4. The underlying fee within this Right of Way is subject to the easements and restrictions contained with Deed Book 2315, Page 315.

5. The underlying fee within this Right of Way is subject to a twenty-five (25) foot wide easement for ingress and egress to and from County Route #234, as contained in Deed Book 2315, Page 315, and as shown on Plot Book 62, Page 54.

6. The underlying fee within this Right of Way is subject to matters shown in Plot Book 58, Page 217.

7. This tract consists of grassy areas between various trees.

Upon this tract of land, no recent visible structures, visible improvements, visible building materials recently furnished, or visible labor done were found, out of which a mechanic's lien or a material man's lien might arise.

Judy G. Beale, P.L.S., Delaware #703
Woolpert Inc.

Date: 08.06.07

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
PRIME HOOK NATIONAL WILDLIFE REFUGE

BROADKILN SPORTSMAN'S CLUB, INC.

TRACT (158C)
AND RELOCATION OF

UNITED STATES (TRACT 58R)

3.00 ACRES
BROADKILL HUNDRED, SUSSEX COUNTY, DELAWARE

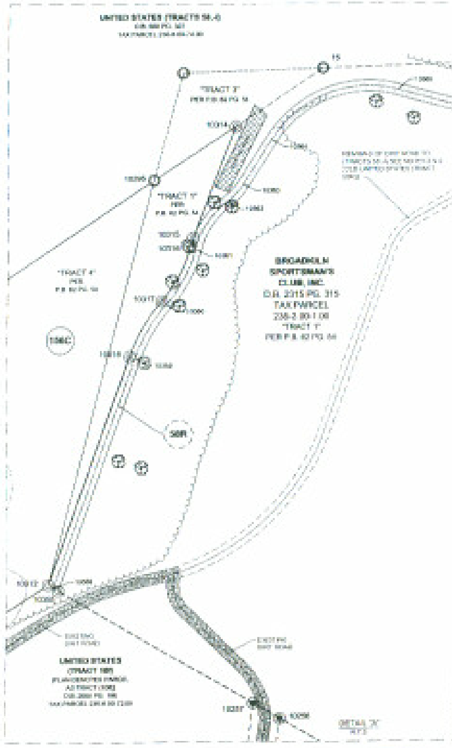
0 100 200 400 600 800 FEET

TRACT (158C)

CORNER	BEARING	DISTANCE
10311	N 38°18'01" E	711.82'
10314	S 20°28'42" W	104.22'
10315		
—	SOUTHERLY WITH A CURVE TO THE LEFT	R=88.00' Δ=06°38'44" L=9.27' CHORD = S 17°18'30" W 9.26'
10316		
—	SOUTHERLY WITH A CURVE TO THE RIGHT	R=114.21' Δ=26°38'11" L=53.10' CHORD = S 21°12'03" W 52.62'
10317		
—	SOUTHERLY WITH A CURVE TO THE LEFT	R=135.00' Δ=23°45'05" L=56.14' CHORD = N 30°18'28" W 55.83'
10318	S 12°48'04" W	209.81'
10312	S 57°42'08" W	163.46'
10313	S 47°17'18" W	217.22'
10310	N 30°48'13" W	272.46'
10311		

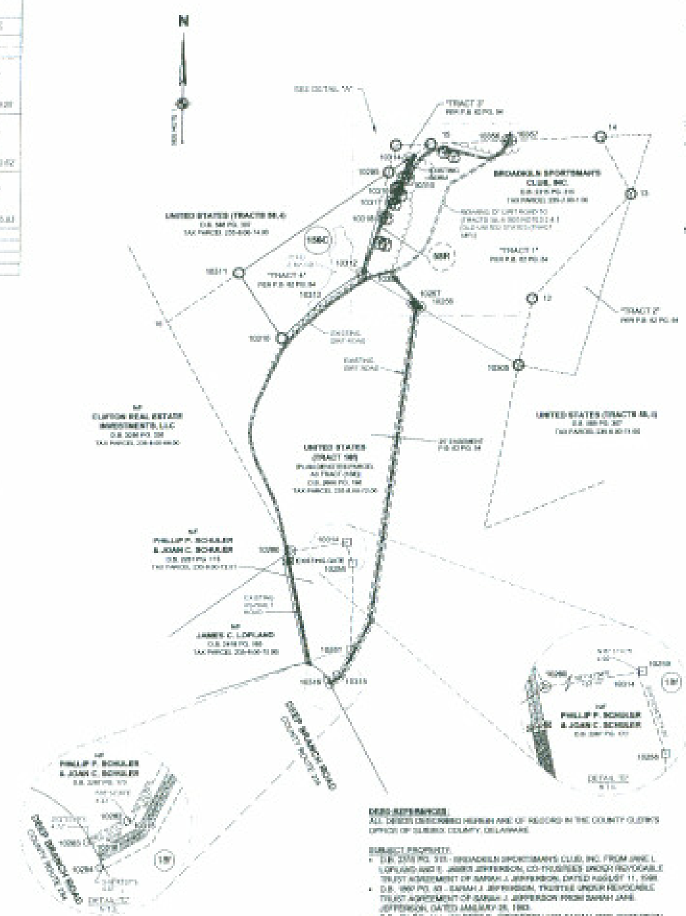
TIE LINES

CORNER	BEARING	DISTANCE
6	N 38°18'01" E	308.38'
10311		
10314	N 38°18'01" E	21.63'
15	N 87°58'21" E	258.15'
10356	N 87°58'21" E	5.00'
10366	N 87°58'21" E	5.00'
10357	N 87°58'21" E	210.15'
14		
10310	S 80°02'37" E	5.00'
10356	S 80°02'37" E	5.00'
10366	S 80°02'37" E	195.37'
10367	S 80°02'37" E	27.08'
10258	S 80°02'37" E	494.13'
10305		



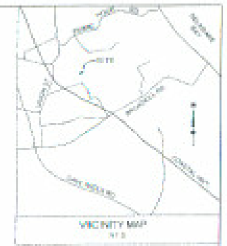
RELOCATION OF UNITED STATES (TRACT 58R)-CENTERLINE

CORNER	BEARING	DISTANCE
10358	N 19°49'04" E	218.17'
10359		
—	NORTHERLY WITH A CURVE TO THE RIGHT	R=170.00' Δ=20°05'08" L=54.37' CHORD = N 30°09'38" E 54.13'
10360		
—	NORTHERLY WITH A CURVE TO THE LEFT	R=119.21' Δ=26°38'11" L=55.42' CHORD = N 27°12'03" E 54.92'
10361		
—	NORTHERLY WITH A CURVE TO THE RIGHT	R=75.00' Δ=38°12'37" L=50.02' CHORD = N 33°08'30" E 49.11'
10362		
—	NORTHERLY WITH A CURVE TO THE LEFT	R=60.00' Δ=20°33'20" L=21.39' CHORD = N 42°14'19" E 21.33'
10363	N 32°02'07" E	45.03'
10364		
—	NORTHEASTERLY WITH A CURVE TO THE RIGHT	R=100.00' Δ=72°45'00" L=126.97' CHORD = N 66°25'04" E 118.61'
10365	S 70°11'54" E	114.08'
10366		
—	NORTHEASTERLY WITH A CURVE TO THE LEFT	R=75.00' Δ=46°08'00" L=60.39' CHORD = N 70°19'03" E 58.97'
10367		
—	NORTHERLY WITH A CURVE TO THE LEFT	R=175.00' Δ=11°07'13" L=33.97' CHORD = N 30°10'28" E 33.91'
10368		



NOTES:

1. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE DELAWARE STATE PLANE COORDINATE SYSTEM (NAD 83). DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES, MULTIPLY DISTANCES BY THE COMBINED PROJECT SCALE FACTOR OF 1.000002853.
2. D.B. 588 PG. 307 (VESTING DEED FOR (TRACTS 58,-I) DESCRIBES A RIGHT OF INGRESS AND EGRESS TO (TRACT 58) OVER OTHER ADJACENT LANDS OF WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON BY WAY OF THE DIRT ROAD IN EXISTENCE AT THE TIME OF THE DEED, OR BY WAY OF OTHER ROUTES THAT WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON MAY FROM TIME TO TIME DESIGNATE. D.B. 2315 PG. 315 (VESTING DEED FOR PROPERTY OF BROADKILN SPORTSMAN'S CLUB, INC., SUCCESSORS IN TITLE OF PROPERTY OF WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON), DOES NOT INCLUDE THE RIGHT OF INGRESS AND EGRESS OVER "TRACT 1", AS SHOWN IN P.B. 82 PG. 54.
3. (TRACT 58R) AS SHOWN HEREON IS A RELOCATION OF THE OLD UNITED STATES (TRACT 58R).
4. THIS SURVEY REFLECTS THE SURVEYOR'S OPINION AS TO THE LOCATION OF THE PARCEL LINES AND TITLE ISSUES AFFECTING THE PROPERTY SHOWN. THIS OPINION IS BASED UPON ANALYZING AND INTERPRETING ALL RECORDED AND UNRECORDED INFORMATION FURNISHED TO THE SURVEYOR AS CONTAINED WITHIN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. HD16603KJM, EFFECTIVE DATE OF MARCH 29, 2007, AS OBTAINED BY THE SURVEYOR FROM THE CLERK'S OFFICE OF SUSSEX COUNTY, DELAWARE, AND FIELD DATA ACQUIRED FEBRUARY 5, 2007 THROUGH FEBRUARY 7, 2007 AND APRIL 17, 2007.
5. INDIVIDUAL TREES IN THE VICINITY OF TRACT (58R), BETWEEN CORNER 10312 AND CORNER 10318 WERE NOT FIELD LOCATED.



VICINITY MAP
N.T.S.

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NUMBER: HD16603KJM
EFFECTIVE DATE: MARCH 29, 2007

SCHEDULE B - SECTION II

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS INSTRUMENT. NOT PLOTTABLE.
2. RIGHTS OR CLAIMS BY PARTIES IN POSSESSION OR UNDER THE TERMS OF ANY UNRECORDED LEASE OR AGREEMENT(S) OF SALE. NONE VISUALLY APPARENT.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORD. NONE VISUALLY APPARENT.
4. ANY VARIATION IN LOCATION OF LINES OR DIMENSIONS OR OTHER MATTERS WHICH AN ACCURATE SURVEY WOULD DISCLOSE. PROPERTY AS SHOWN HEREON.
5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY PUBLIC RECORDS NOT PLOTTABLE.
6. POSSIBLE ADDITIONAL TAX ASSESSMENTS FOR NEW CONSTRUCTION AND/OR MAJOR IMPROVEMENTS. NOT PLOTTABLE.
7. PROOF OF IDENTITY, LEGAL AGE, COMPETENCY AND MARITAL STATUS OF ALL PARTIES TO THE TRANSACTION. NOT PLOTTABLE.

SPECIAL EXCEPTIONS

1. TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS. (DUE BUT NOT YET PAYABLE) NOT PLOTTABLE.
2. SUBJECT TO THE EASEMENT AND RESTRICTIONS AS CONTAINED WITHIN THE DEED FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENTS OF SARAH J. JEFFERSON DATED 12/5/93 TO BROADKILN SPORTSMAN CLUB, INC. DATED AUGUST 11, 1998, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, AT GEORGETOWN, DELAWARE IN MORTGAGE BOOK 2315, PAGE 315, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (a) IS EXEMPT UNDER CHAPTER 42, SECTIONS 3604 AND 3607 OF THE UNITED STATES CODE OR (b) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS. AS SHOWN HEREON.
3. SUBJECT TO A TWENTY-FIVE (25) FOOT WIDE EASEMENT FOR INGRESS AND EGRESS TO AND FROM COUNTY ROUTE #234 AS CONTAINED WITHIN THE ABOVE DEED AND ALSO AS SHOWN ON PLOT BOOK 82, PAGE 54, AS SHOWN HEREON.
4. SUBJECT TO EASEMENTS AND OTHER MATTERS AS SHOWN ON THE SUBDIVISION PLOT OF LANDS OF SARAH J. JEFFERSON, TRUSTEE AND THE PRIME HOOK NATIONAL WILDLIFE REFUGE, PREPARED BY McCANN, INC. DATED JUNE 29, 1998, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AN FOR SUSSEX COUNTY, AT GEORGETOWN, DELAWARE IN MORTGAGE, BOOK 82 PAGE 54, AS SHOWN HEREON.
5. SUBJECT TO MATTERS SHOWN ON THE FARM SURVEY FOR THE PARCELS OF JEFFERSON & LOFLAND, ET AL. PREPARED BY McCANN, INC. DATED MARCH 22, 1996, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, AT GEORGETOWN, DELAWARE IN PLOT BOOK 58, PAGE 217, AS SHOWN HEREON.
6. ANY LAWS, ORDINANCES AND REGULATIONS RELATING TO THE USE OF THE PROPERTY LYING IN FLOOD PRONE AREAS. NOT PLOTTABLE.
7. THIS POLICY DOES NOT INSURE AGAINST THE EFFECT OF ANY MATTERS NOT SHOWN OF RECORD BUT WHICH WOULD ORDINARILY BE ASCERTAINED BY AN ACCURATE SURVEY OR THE PREMISES IN QUESTION. (UPON RECEIPT AND REVIEW OF A CURRENT SURVEY SHOWING NO VIOLATIONS OR ENCROACHMENTS OR A DULY EXECUTED SURVEY WAIVER/DISCLAIMER, THIS EXCEPTION IS TO BE REMOVED). PROPERTY AS SHOWN HEREON.
8. SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY WHICH MAY HAVE BEEN GRANTED FOR HIGHWAY OR PUBLIC UTILITIES PURPOSES. NONE VISUALLY APPARENT.

PLAT REFERENCES:

ALL PLATS DESCRIBED HEREIN ARE OF RECORD IN THE COUNTY CLERK'S OFFICE OF SUSSEX COUNTY, DELAWARE.

- P.B. 82 PG. 54 - "SUBDIVISION OF THE LANDS OF: SARAH J. JEFFERSON, TRUSTEE and THE PRIME HOOK NATIONAL WILDLIFE REFUGE, BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED JUNE 29, 1998.
- P.B. 58 PG. 217 - "FARM SURVEY - PARCELS OF JEFFERSON & LOFLAND, ET. AL., BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED MARCH 22, 1996.
- D.B. 2287 PG. 175 - "PARCEL OF SARAH J. JEFFERSON, TRUSTEE, BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED MAY 29, 1998.

ALL TRACT MAPS DESCRIBED HEREIN ARE OF RECORD IN THE FILES OF THE U.S. FISH AND WILDLIFE SERVICE, 300 WESTGATE CENTER DRIVE, HADLEY, MA.

- TRACT MAP ENTITLED "WILBERT B. JEFFERSON TRACTS (58,-I), DATED SEPTEMBER 23, 1964.
- TRACT MAP ENTITLED "PARCEL SURVEY TO ALTA STANDARDS for: THE TRUST FOR PUBLIC LAND, BROADKILL HUNDRED - SUSSEX COUNTY - DELAWARE", PREPARED BY McCANN, INC., DATED MAY 2, 2001.

DEED REFERENCES:

ALL DEEDS DESCRIBED HEREIN ARE OF RECORD IN THE COUNTY CLERK'S OFFICE OF SUSSEX COUNTY, DELAWARE.

SUBJECT PROPERTY:

- D.B. 2315 PG. 315 - BROADKILN SPORTSMAN'S CLUB, INC. FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON, DATED AUGUST 11, 1998.
- D.B. 1860 PG. 63 - SARAH J. JEFFERSON, TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON FROM SARAH JANE JEFFERSON, DATED JANUARY 28, 1993.
- D.B. 464 PG. 144 - WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON FROM CLIFTON JAMES LOFLAND AND ALBERTA S. LOFLAND, DATED FEBRUARY 28, 1955.
- D.B. 253 PG. 330 - JOHN LOFLAND FROM JAMES M. TUNNELL, ESQ., DATED MAY 5, 1922.
- D.B. 159 PG. 460 - JOHN LOFLAND FROM MINOS D. SHORT, DATED MARCH 11, 1907.

ADJOINERS:

- D.B. 2416 PG. 165 - JAMES C. LOFLAND FROM JAMES C. LOFLAND AND JANE L. LOFLAND, DATED SEPTEMBER 2, 1999.
- D.B. 2287 PG. 173 - PHILLIP F. SCHULER AND JOAN C. SCHULER FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON, DATED FEBRUARY 10, 1998.
- D.B. 3298 PG. 326 - CLIFTON REAL ESTATE INVESTMENTS, L.L.C. FROM OTIS J. CLIFTON, TRUSTEE OF THE OTIS J. CLIFTON REVOCABLE TRUST, DATED MARCH 23, 2006.
- D.B. 588 PG. 307 - UNITED STATES OF AMERICA FROM WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON, DATED MAY 14, 1965.
- D.B. 590 PG. 342 - WILBERT B. JEFFERSON AND SARAH JANE JEFFERSON FROM CLIFTON JAMES LOFLAND AND ALBERTA S. LOFLAND, DATED FEBRUARY 9, 1965.
- D.B. 2600 PG. 192 - UNITED STATES OF AMERICA FROM JANE L. LOFLAND AND E. JAMES JEFFERSON, CO-TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF SARAH J. JEFFERSON, DATED JUNE 13, 2001.

LEGEND

- PVC PIPE
- CONCRETE MON
- STANDARD USF&WS ALUM MON
- IRON PIPE
- IRON PIPE WITHIN PVC PIPE
- FENCE POST
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE

THIS MAP WAS COMPILED FROM SURVEYS BY WOOLPERT INC. FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, MADE FROM FEBRUARY 5, 2007 THROUGH FEBRUARY 7, 2007 AND APRIL 17, 2007, AND FROM RECORDS OF WOOLPERT INC., 415 PORT CENTRE PARKWAY, SUITE 101, PORTSMOUTH, VIRGINIA 23704, AND THE DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, REGION 5, OFFICE OF REALTY, 300 WESTGATE CENTER DRIVE, HADLEY, MA 01035.