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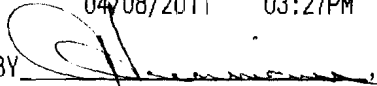
JB2011R-005575

ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

04/08/2011 03:27PM

BY  D. C.

This Instrument Prepared By:  
Arkansas State Game and Fish Commission  
2 Natural Resources Drive  
Little Rock, Arkansas 72205

**REAL ESTATE LEASE**  
**AMENDMENT NO. 2**

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, the City of Jonesboro, Arkansas, as Lessor, and the Arkansas State Game and Fish Commission, as Lessee, entered into a certain real estate lease agreement, which lease was duly recorded on September 26, 2001, in Craighead County Miscellaneous Book 43 at pages 348-354, and which lease commenced on October 1, 2001 and remains in full force and effect; and

**WHEREAS**, in July 2002, the parties executed an amendment (Amendment No. 1) to the real estate lease agreement for the purpose of adding 1.00 acre, more or less, to the lands that comprise the Leased Premises, and said Amendment No. 1 was duly recorded on February 10, 2011, as Instrument No. JB2011R-002171 2 in the Craighead County land records; and

**WHEREAS**, both parties now wish to adopt this amendment (Amendment No. 2) to amend certain terms of the original real estate lease agreement.

**NOW THEREFORE**, for and in consideration of the mutual benefits that will accrue to the Lessor and Lessee, as well as other good and valuable consideration, the parties agree as follows:

1. Paragraph 6 of the original real estate lease agreement is revised as follows:

6. Construction, Maintenance and Repairs. Lessee shall be solely responsible for the construction, maintenance and repair of any improvements to the premises. Lessee shall be the owner of the improvements during the pendency of the lease. Lessee covenants that any improvements to the property will be constructed, maintained and repaired consistent with the Lessor's ordinances, rules, and regulations. Additionally, prior to constructing the regional office facilities, Lessee shall submit to Lessor for Lessor's approval a site plan showing the layout of Lessee's proposed improvements for the regional office facilities, including any roads and parking areas; provided, however, any denial of such approval by Lessor must be reasonable and made in writing within fifteen (15) days following submission to Lessor of the site plan, or else such approval shall be deemed to have been given. In the event Lessee and Lessor are unable to agree upon mutual approval of Lessee's site plan, Lessee shall have the option not to proceed with constructing the regional office facilities on the premises and to select an alternate

construction location elsewhere. The constructed improvements shall become the property of the Lessor at the expiration of this lease (as such lease term may be extended or modified from time to time) or upon final termination of the lease. Personal property that can be removed from the premises without material damage to the premises shall remain the property of Lessee and may be removed by Lessee upon termination or expiration of this lease.

2. Paragraph 8 of the original real estate lease agreement is revised as follows:

8. Use. Lessee agrees to use the leased premises for the purpose of constructing, maintaining and operating a "nature center" and a separate "regional office," which may include administrative offices, a souvenir/gift shop, meeting rooms, classroom facilities, vehicle parking areas, and other similar uses associated with nature center and regional office facilities that are open to the public, but for no other purpose or use unless the written consent of the Lessor has been obtained in advance to the different purpose or use.

3. Paragraph 10 of the original real estate lease agreement is revised as follows:

10. Lessee's Default. If Lessee defaults in the payment of the rent for a period of ninety (90) days or longer, or as to any covenant herein provided for a period of ninety (90) days or longer after receipt of written notice from Lessor specifying such default, or the Lessee fails to take possession of the leased premises and begin construction of the nature center within a reasonable time after commencement of the lease, or should the Lessee abandon the premises or cease operation of the nature center and regional office, then Lessor shall have the right to reenter the leased premises and take possession of same and all improvements thereon, and this lease shall terminate. Lessee agrees that in such event it will vacate the leased premises promptly.

4. Paragraph 16 of the original real estate lease agreement is revised as follows:

16. Title and Quiet Enjoyment. Lessor covenants and warrants that it is the legal owner of the leased premises and may lease said premises as herein provided. Upon payment by the Lessee of the rents herein provided and upon the observance and performance of the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance of interruption by Lessor or any other person or persons lawfully or equitably claiming by, through, or under Lessor, subject to the terms and conditions of this lease. Lessee may restrict access to the leased premises by such means as may be necessary for operation of the nature center and/or regional office, or for security of the improvements and Lessee's personnel on the property.

5. All other provisions of the original real estate lease agreement shall remain the same.

**IN WITNESS WHEREOF**, the undersigned parties individually represent that each has the authority to enter into this Amendment.

**CITY OF JONESBORO**

**ARKANSAS STATE GAME AND FISH COMMISSION**

BY:

*Loren Hitchcock*  
LOREN HITCHCOCK, DIRECTOR

DATE:

4-7-11

**ACKNOWLEDGEMENT**

**STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD**

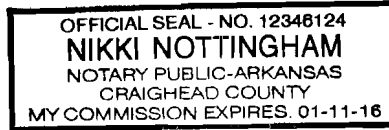
ON THIS DAY appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, Harold Perrin and Donna Jackson, known to me as the Mayor and City Clerk of the City of Jonesboro, Arkansas, respectively, who stated that they had executed the foregoing Amendment No. 2 to Real Estate Lease in their official capacities for the purposes and consideration therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 8<sup>TH</sup> day of April, 2011.

MY COMMISSION EXPIRES:

1/11/16

Willie Nottingham  
Notary Public



**ACKNOWLEDGEMENT**

**STATE OF ARKANSAS  
COUNTY OF PULASKI**

ON THIS DAY appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, Loren Hitchcock, known to me as the Director of the Arkansas State Game and Fish Commission, who stated that he had executed the foregoing Amendment No. 2 to Real Estate Lease in his official capacity for the purposes and consideration therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 7<sup>th</sup> day of April, 2011.

MY COMMISSION EXPIRES:

August 15, 2011

R. Diane Boone  
Notary Public

