

RESOLUTION NO. 2001:35

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO,
ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO LEASE 127
ACRES TO ARKANSAS GAME AND FISH COMMISSION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO,
ARKANSAS THAT:**

WHEREAS, the Mayor and City Clerk are hereby authorized to issue all documents necessary to effectuate the leasing to the Arkansas Game and Fish Commission of 127 acres owned by the City of Jonesboro being described as follows, to wit:

A tract of land situated in the Southwest Quarter of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter and the North Half of the North Half of the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter all in Section 7, Twp 13 North, Range 4 East of the 5th Principal Meridian (SW 1/4-NE1/4,NW 1/4-SE 1/4,NE 1/4-SE 1/4;SE 1/4-SE 1/4;N 1/2-N1/4-NE 1/4-SW 1/4;SE 1/4 NW 1/4vSEC 7 T 13 N R 4 E 5th) being that part laying South of the Perimeter Park Road, located in Craighead Couty, Arkansas

WHEREAS, the Mayor and City Clerk are hereby authorized to accept the following lease price of \$1.00;

WHEREAS, This resolution shall take effect immediately upon its passage and approval.

PASSED AND ADOPTED this 6th day of August, 2001.

REAL ESTATE LEASE

THIS AGREEMENT, made and entered into between the City of Jonesboro, Arkansas, (hereafter referred to collectively as "Lessor"), and the Arkansas State Game and Fish Commission (hereafter referred to as "Lessee").

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto the Lessee, subject to the terms and conditions contained herein, the following described property situated in Craighead County, Arkansas:

A tract of land situated in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ - NW $\frac{1}{4}$); the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ - NE $\frac{1}{4}$); the North Half of the North Half of the Northeast Quarter of the Southwest Quarter (N $\frac{1}{2}$ - N $\frac{1}{2}$ - NE $\frac{1}{4}$ - SW $\frac{1}{4}$); the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ - SE $\frac{1}{4}$); the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ - SE $\frac{1}{4}$); the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ - SE $\frac{1}{4}$); all lying South and East of the County Road located in Section Seven, AND ALSO all that part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ - NE $\frac{1}{4}$) of Section Eighteen lying North of the County Road (Lawson Road), that is currently owned by the City of Jonesboro, located entirely within Township Thirteen North, Range Four East of the Fifth Principal Meridian, (T.13 N., R.4 E., 5th P.M.), Craighead County, Arkansas, containing approximately 135 acres, more or less.

Subject to covenants, easements and other restrictions of record.

TO HAVE AND TO HOLD said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on October 1, 2001, and shall extend for a term of NINETY-NINE (99) years, ending at midnight on September 31, 2100. Lessee shall have a right of first refusal to lease the premises for an additional term of years, on such terms and conditions as may then be negotiated between Lessor and Lessee. Lessee shall provide Lessor with written notice, no less than one hundred eighty (180) days prior to the expiration of the term of the lease, the Lessee intends to exercise such right of first refusal. Lessor shall not lease the premises to any other person or entity at the expiration of this lease unless Lessor and Lessee have been unable, for a period of at least ninety (90) days, to agree upon reasonable terms and conditions for Lessee's continued lease of the premises.

3. Rent. Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of ONE DOLLAR AND NO CENTS (\$1.00) per year, due by October 1, 2001, and October 1 of each succeeding year of the life of this lease. Lessee may pre-pay all or part of the rent without penalty.

4. Right of First Refusal. If Lessor, during the lease term, or any extension thereof, elects to sell all or any portion of the premises, whether separately or as a part of the larger parcel of which the premises are a part, Lessee shall have a right of first refusal to purchase the premises on such terms and conditions as may then be negotiated between Lessor and Lessee. If Lessor has been presented with a bona fide offer of sale from an unaffiliated third party ("third party offer"), Lessor shall be entitled to purchase the premises on the same terms and conditions as the third party offer. If within ninety (90) days after written notice of such third party offer, Lessee does not agree to purchase the premises on terms and conditions at least as favorable to Lessor as the third party offer, Lessor may sell the premises or any portion thereof to such third person in accordance with the terms and conditions of the third party offer.

5. Signs. Lessee shall not erect or install any exterior signs or advertising without first consulting with and obtaining the approval of the Lessor, such approval not to be unreasonably withheld. Lessee agrees that it will not, without first consulting with and obtaining the approval of the Lessor, utilize any form of advertising disruptive to the surrounding area and the general public, including but not limited to, loudspeakers, phonograph or related electronic equipment, radios, compact discs, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.

6. 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. The 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.

7. Taxes. The premises are currently unimproved and have not been assessed for real property or other taxes. It is not anticipated that the use of the property by Lessee will result in the property being subject to taxes of any nature. Lessor agrees that it will join with Lessee in opposing any tax assessments levied against the leased premises so long as the premises shall be used only for public purposes.

8. Use. Lessee agrees to use the leased premises for the purpose of constructing, maintaining and operating a "nature center," which may include administrative offices, a souvenir/gift shop, meeting room, classroom facilities, vehicle parking and other uses associated with a nature center 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.

9. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor.

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, 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.

11. Non-Waiver. It is agreed that the failure of the Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

12. Holdover. Lessee agrees that it will peaceably deliver possession of the leased premises to Lessor upon expiration or earlier termination of the lease. In the event it should become necessary for Lessor to institute any action at law or in equity to recover possession of the leased premises from Lessee

at the time of expiration or earlier termination, Lessee agrees that it will pay Lessor's reasonable court costs.

13. Compliance with Laws. Lessee shall conduct its activities and operations on the leased premises in compliance with applicable regulations, rules and laws of any governmental authority with jurisdiction over the leased premises. Provided, however, that Lessor shall adopt no ordinance, regulation or resolution imposing specific conditions on Lessee's operation on the leased premises that are more stringent than generally applicable throughout the City of Jonesboro or Craighead County.

14. Trash. Lessee agrees to provide receptacles for the disposal of trash, litter, refuse and debris, and will employ reasonable clean-up measures to keep the leased premises free from same.

15. Utilities. Lessor agrees to furnish Lessee with electrical and water services, including connections and usage, for the nature center site for the duration of this lease.

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 necessary to operation of the nature center and security of the improvements and Lessee's personnel on the property.

17. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successor and assigns.

18. Waste. Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises; nor store or permit to be stored thereon or therein any explosives which would increase the fire hazard; and not to operate or cause to be operated, or allow to exist thereon or therein, any public or private nuisance.

19. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph is invalid or unenforceable for any reason, all remaining paragraphs will remain in full force and effect.

20. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

21. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses designated in writing by the parties).

LESSEE:

To: Arkansas Game and Fish Commission
Attention: Director
#2 Natural Resources Drive
Little Rock, Arkansas 72205

And copy to: Arkansas Game and Fish Commission
Attention: Nature Center Manager

LESSOR:

To: City of Jonesboro
Attention: Mayor
410 W. Washington Ave.
Jonesboro, Arkansas 72401

22. Multiple Originals. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Complete Agreement. This lease agreement constitutes the complete agreement of the parties and supersedes all prior agreements, contracts and understandings between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the date found below their respective signatures.

ARKANSAS GAME AND FISH COMMISSION

BY: _____

DIRECTOR

DATE: _____

9/18/2001

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

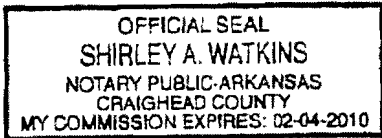
ON THIS DAY appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, Hubert Brodell & Donna Jackson, known to me as the mayor and city clerk of the City of Jonesboro, Arkansas, and respectively, who stated that they had executed the foregoing Real Estate Lease in their official capacities for the purposes and consideration therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 12th day of September, 2001.

Shirley A. Watkins
NOTARY PUBLIC Shirley A. Watkins

MY COMMISSION EXPIRES:

2/04/2010



MISC BOOK 43 PAGE 348 - 354
DATE 09/26/2001
TIME 01:17:07 PM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK

Karen Garner, D.C.
ACKNOWLEDGMENT RECEIPT# 71462

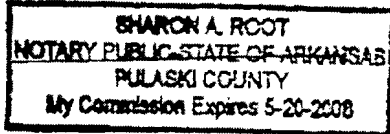
STATE OF ARKANSAS
COUNTY OF PULASKI

ON THIS DAY appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, Hugh C. Durham, known to me as the Director of the Arkansas Game and Fish Commission, who stated that he had executed the foregoing 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 18th day of September, 2001.

Sharon A. Root
NOTARY PUBLIC

MY COMMISSION EXPIRES:



Nature etc.

Arkansas Game & Fish Commission
2 Natural Resources Drive Little Rock, Arkansas 72205



James F. Goodhart
General Counsel
Phone: (501) 223-6327

Hugh C. Durham
Director

James B. Watson
Assistant General Counsel
Phone: (501) 223-6454

October 1, 2001

Mayor Hubert Brodell
CITY OF JONESBORO
P. O. Box 1845
Jonesboro, AR 72403-1845

Re: REAL ESTATE LEASE

Dear Mayor Brodell:

Enclosed please find a copy of the Real Estate Lease regarding the City of Jonesboro and the Arkansas State Game and Fish Commission that has been recorded and filed with the Craighead County Courthouse – Real Estate Division for your records.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rachel Spaulding".

Rachel Spaulding,
Deputy Director's Office

aras
Enclosure

cc: Scott May, AGFC (w/ original lease)
Legal (w/enclosure)

Phone: 501-223-6305 Fax: 501-223-5448 Website www.agfc.com