

COOPERATIVE AGREEMENT

FOR

WILDLIFE CONSERVATION AND MANAGEMENT

AT

PINE TREE RESEARCH STATION, ST. FRANCIS COUNTY

between

ARKANSAS GAME AND FISH COMMISSION

and

BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS,

acting for and on behalf of the

UNIVERSITY OF ARKANSAS SYSTEM, DIVISION OF AGRICULTURE

and

LOBO Farms, LLC

THIS AGREEMENT, entered into on the ___ day of _____ 2021, by and between the Arkansas Game and Fish Commission, a constitutional agency of the State of Arkansas, acting by and through its Director under authority of Amendment 35 to the Constitution of Arkansas, (hereinafter called the "Commission" or "AFGC"), the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas System, Division of Agriculture (hereinafter called the "Division" or "UADA") and Lobo Farms, LLC (hereinafter called the "Buyer" or "Lobo").

WHEREAS, the Commission was established pursuant to Amendment 35 of the Arkansas Constitution for the purpose of providing control, management, restoration, conservation and regulation of the birds, fish, game, and wildlife resources of the State; and

WHEREAS, the Division is the owner of the lands described and set forth in Exhibits "A" and "B", attached hereto and incorporated herein by reference (hereafter called the "Property"), which lands are utilized for its educational, research and public service missions; and

WHEREAS, the University currently has portions of the Pine Tree Research Station property under contract for sale to the Buyer; and

WHEREAS, pending the sale and through December 31, 2021, the Commission desires the ability to provide conservation management (pursuant to an approved temporary Management Plan) and hunting opportunities on the property, with assurance from the University that the hunts for which the Commission promotes and sells permits on the property will occur as scheduled regardless of any sale or transfer of the property to the Buyer or any other party; and

WHEREAS, both parties now wish to enter into a short-term cooperative agreement until such time as the property is sold or a new long-term Cooperative Agreement can be negotiated.

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

1. TERM. This Agreement shall commence on June 1, 2021 and shall end at 11:59 p.m. (Central Time) on December 31, 2021. Should the Division's pending sale of the Property to the Buyer be terminated, the parties agree to negotiate in good faith towards a long-term arrangement that would include the potential sale of portions of the Property by the Division to the Commission. Furthermore, the parties agree to negotiate an agreement which will specifically address the following items:

- a. specific real property description of the property to be covered by the Agreement,
- b. development and implementation of a Commission management plan of the leased property that includes:
 - i. measures to limit the Division's liability exposure and
 - ii. ensures improvement of the managed property, including coordination with the Division's use plans and research for the property.
- c. a plan for the Commission to purchase portions of the managed property.

2. CONSIDERATION. Consideration for this Agreement includes the operation and management of that portion of the Property as denoted Exhibit C to include the Commission regulating the access to the property to include fielding requests for access by the general public in addition to issuing hunting permits. The Commission will ensure access is granted in a manner that reduces the risk of injury to Division personnel and members of the public. The Commission understands and accepts the liability associated with mixed use recreational areas and will implement access policies that mitigate the risks of accidental injury.

3. TITLE. The use and occupation of the Property shall be subject to the general supervision and approval of the Division, who shall be represented by the Senior Vice President Agricultural Experiment Stations, hereinafter referred to as said representative, and to such rules and regulations as may be prescribed from time to time by said representative.

4. FISH AND WILDLIFE ACTIVITIES.

a. The Commission with the consent of the Division may plant or harvest crops either directly, or by service contracts, in order to provide food and habitat for wildlife and for development and conservation of the land, fish, wildlife, and other natural resources. Where feasible or otherwise required by applicable law, any contracts and agreements with third parties shall be by competitive bid procedures.

b. The Commission may take, trap, remove, stock, or otherwise control all forms of fish and wildlife on the Property, and may place therein such additional forms of fish and wildlife as it may desire from time to time, and shall have the right to close the Property or any areas therein from time to time, to fishing, hunting, or trapping, provided that the closing of any area to such use shall be consistent with the state laws for the protection of fish and wildlife.

5. APPLICABLE LAWS AND REGULATIONS. The Commission shall comply with all applicable federal, state, county, and municipal laws, ordinances, and regulations wherein the Property is located.

6. CONDITIONAL USE. The exercise of the privileges herein granted shall be:

- a. Without cost or expense to the Division;
- b. Subject to the right of the Division to improve, use or maintain the Property; and
- c. Personal to the Commission and this Agreement, or any interest therein, may not be transferred or assigned.

This Agreement shall not affect or limit the Division's ability to continue using the Property for its educational, research, and public service missions.

7. TERMINATION; EFFECT OF SALE OF PROPERTY. This Agreement is not terminable except for breach that remains uncured for ten (10) days after giving the designated representatives notice in writing or, in the case of a divestiture of title, as provided below.

a. Currently, the Division has a contract to sell the Property to the Buyer. Should the Division convey the portion(s) of the Property to the current Buyer the Division will under terms of the sale will make it expressly conditioned upon the new owner being subject to the terms of this Agreement and, therefore, that the divested lands will continue to be managed by the Commission and made available to the public for hunting and fishing opportunities through the remaining term of this Agreement, but under no circumstance to exceed December 31, 2021.

b. The Buyer by their signature agrees to honor this agreement until its termination on December 31, 2021 should they become the owners of any portion of the property subject to this agreement. The Commission agrees that should the Buyer become the owner of portions of the property subject to this agreement that their occupation of the property will cease effective 11:59 Central Time on December 31, 2021.

c. The Division acknowledges and understands this is because the Commission will have begun to prepare and promote its seasons, permit process, and related information for the WDA and soon thereafter to sell and distribute permits to members of the public for hunts on the WDA that will begin in September and continue through the end of the year. Therefore, the Commission requires this assurance from the Division (and its successor in interest) that the divested portion(s) of the Property will remain available for the Commission to fulfill its commitments to the public for the remainder of the term of this Agreement, regardless of any sale or transfer of the Property.

i. The Division shall immediately give written notice to the Commission of the legal description of the portion(s) of the Property that are under contract and the proposed closing date(s) of the transaction(s), including any changes to those date(s) as they occur.

ii. Nothing herein and no sale or transfer of the Property, or any portion thereof, shall eliminate or otherwise affect the Division's obligations under its separate August 12, 2016 Memorandum of Agreement with the Commission regarding the improvements to the "New Lake" boat ramp access on the Property, including without

limitation the Division's obligation to reimburse the Commission in accordance with the terms of the 2016 MOA should the actions of the Division eliminate free public access to the ramp prior to the end of the 25-year useful life of the boat ramp.

iii. Unless the parties agree to a new long-term agreement in writing the Commission, within thirty (30) days after the expiration of this agreement, shall remove its signs, equipment, and other personal property from the portion(s) of the Property covered by this agreement.

IN WITNESS WHEREOF, the undersigned parties individually represent that each has the authority to enter into this Amendment. This Amendment is effective as of the date of last signature.

ARKANSAS GAME AND FISH COMMISSION

By:
Pat Fitts, Director*
Date:

LOBO FARMS, LLC

By:
Title:
Date:

**BOARD OF TRUSTEES OF THE UNIVERSITY OF
ARKANSAS, acting for and on behalf of the
UNIVERSITY OF ARKANSAS SYSTEM,
DIVISION OF AGRICULTURE**

By:
President
Date:

By:
Vice President for Agriculture
Date:

* In accordance with the AGFC Purchasing Policy, only the AGFC Director is authorized to sign and bind the agency to a memorandum of agreement.