



10590 Jewelberry Trail Highlands Ranch, CO 80130
cell: 720-431-1466 email: Wingsobc@outlook.com web: wingsobc.com

RECREATIONAL LAND LEASE AGREEMENT

This Recreational Land Lease Agreement (agreement) is made between Landowner **Dimitrios Georges/Ozotiove LLC [dba Wings Over Big Creek (WOBC)]**, hereinafter referred cumulatively as "**LESSOR**," and (INSERT NAME HERE) hereinafter referred to as "**LESSEE**," for the exclusive recreational use of 80 acres of property owned by **LESSOR**, located at:

Phillips County, Arkansas; North and South sides of Big Creek, encompassing a 1/8 section of land in the East half (E1/2) of the Southwest Quarter (SW1/4) of Section Seventeen (17), Township three (3) South, Range Two (2) East, of the Fifth Principal Meridian (see Exhibit A for reference map).

- 1 **USE OF PROPERTY:** **LESSOR** does hereby lease to **LESSEE** the property listed above for recreational purposes, including hunting and associated activities as discussed in WOBC's "CLUB RULES" posted on the WOBC web site: wingsobc.com and provided to **LESSEE** via electronic mail.
- 2 **TERM OF THE LEASE PERIOD:** The term of this lease will begin at 1201 Hours AM, [REDACTED], and extend to [REDACTED] at 2359 Hours.
- 3 **FEES:** The monetary consideration to be paid by **LESSEE** to **LESSOR** will be \$ [REDACTED] ([REDACTED] thousand dollars) for the term listed above in two installments as follows:
 - a. One-half of the total (\$ [REDACTED]) is to be paid upon signing of this agreement, and the balance (\$ [REDACTED]) is to be paid by **LESSEE** on or before **September 1, 2026**.
 - b. Failure to pay any installment shall cancel this agreement and the amount already paid shall be forfeited by **LESSEE** to **LESSOR** as liquidated damages for breach of this agreement.
- 4 **FLOODING OF PONDS:** **LESSEE** agrees to the following option for the pumping of water to ponds 1, 2, 3, and 5:
 - a. Option 1: As part of the base fee listed in section 3 (above), **LESSOR** will pump water to the four ponds listed and complete pumping operations approximately 7 days before the first day of the Arkansas general waterfowl season. Depth of water in the ponds will average 16" around the blinds.
 - b. Option 2: **LESSEE** agrees to a discounted fee listed in section 3 by agreeing to not have water pumped into the ponds by the opening day of the Arkansas general waterfowl season and waiting for ponds to naturally fill from

the floodwaters of Big Creek. If the **LESSEE** decides later during the lease period that **LESSEE** would like water to be pumped into any of the ponds, the fee for pumping water through the onsite pumps will be as follows:

- i. Ponds 1, 2 & 3: \$500 per 24 hrs. of pumping.
- ii. Pond 5: \$250 per 24 hrs. of pumping.
- iii. Payment will be due at the completion of each pumping operation.
- iv. Additional pumping of water will be at the request of **LESSEE**. **LESSOR** will not pump water unless requested by **LESSEE**.
- v. Once **LESSEE** requests water, **LESSOR** will begin pumping operations within approximately 72 hours.

- c. Ponds 4, 6, and 7 will only be filled by the natural flooding event(s) of Big Creek.
- d. Pumping operations will include the cost of wells, pumps, power take-off motors, fuel, lubricants, and labor.
- e. Operation/maintenance of equipment will be the responsibility of **LESSOR**. **LESSEE** will not be permitted to operate and/or maintain equipment.

5 REIMBURSEMENT FOR LABOR AND VOLUNTEERING: **LESSOR** agrees to compensate **LESSEE** for labor performed at WOBC by **LESSEE** at a rate of \$20 per hour/man.

- a. Compensation by **LESSOR** to **LESSEE** at the rate listed above will be made at the end of the Arkansas general waterfowl season or applied to the fee for the following years' lease (if renewed) upon mutual agreement by **LESSEE** and **LESSOR**.
- b. **LESSEE** agrees to undertake such labor at his/her own risk as an independent contractor, and **LESSOR** offers no insurance benefits of any type to cover acts of God, injuries, bodily harm, liability, death, loss of limb, or any other physical or psychological trauma.
- c. **LESSEE** may volunteer to help with maintenance of the property to assist **LESSOR** at **LESSEE**'s own discretion and risk. Volunteer work performed by **LESSEE** will not be compensated by **LESSOR**.
- d. **LESSEE** will only perform paid or volunteer work operations under the direct supervision of **LESSOR**.

6 VIOLATION OF AGREEMENT: Violation of this agreement as listed herein, or the WOBC "CLUB RULES" will cause **LESSEE**'s access to the property to terminate immediately until the violation can be resolved. If **LESSEE** is permanently barred from further access to the property during the lease period **LESSEE** will not be entitled to a refund of the fee unless negotiated otherwise by the **LESSEE** and **LESSOR**.

7 SUB-LEASE OF PROPERTY FOR ANY REASON: **LESSEE** and **LESSOR** agree NOT to sub-lease the property to any other parties during the term of this agreement. All fees for **LESSEE**'s guests as defined in the WOBC "CLUB RULES" (if any) must be paid directly to the **LESSOR** by **LESSEE**.

8 CONDITION OF PROPERTY: **LESSOR** warrants that the property made available to **LESSEE** will be in a condition acceptable to **LESSEE**.

- a. **LESSOR** agrees to make a good faith effort to prepare the ponds for hunting by mowing, disking, cleaning/brushing blinds, installing directional signage, setting water control structures, distributing decoys to each pond, and other tasks as necessary to prepare WOBC for the opening day of the Arkansas general waterfowl season.
- b. **LESSOR** and **LESSEE** agree to inspect the property after the pre-season preparation and to mutually agree that the property is in an acceptable condition.

c. It will be **LESSOR**'s responsibility to advise **LESSEE** of conditions of the site that need repair and/or replacement. **LESSEE** agrees to address **LESSOR**'s concerns as soon as possible.

9 **CARE OF PROPERTY, ROADS, AND SURROUNDING FIELDS (PROPERTY):** **LESSEE** shall take care of property as required in the WOBC "CLUB RULES." **LESSEE** shall be liable for any damage caused to **LESSOR**'s property, or adjacent land(s).

10 **LESSOR's RIGHT TO ACCESS THE PROPERTY:** **LESSOR** retains the right to access the property during the terms of the lease period for property management, hunting, and/or any other activities deemed necessary by **LESSOR**. Any such activity will be done discretely with minimal disturbance of the property during the general hunting season(s). **LESSOR** will coordinate activities on the property with **LESSEE**'s scheduled hunt days to minimize disturbance of **LESSEE**'s recreational activities.

11 **EXTENSION OF THIS AGREEMENT:** By mutual consent of both **LESSEE** and **LESSOR**, this agreement may be extended for a period to be determined by both parties via written addenda or a new written agreement.

12 **TERMINATION OF THIS AGREEMENT:** Either **LESSEE** or **LESSOR** may terminate this agreement at any time for any just reason, by providing 10 days' written notice.

- Termination of this agreement by **LESSEE** during the lease period will result in forfeiture of fees already paid to **LESSOR**.
- Termination of this agreement by **LESSOR** will result in a return of unused portion of fees paid by **LESSEE**. Portion of fee utilized by **LESSOR** for completed maintenance and/or management of property during the lease period will be retained by **LESSOR**. A written audit of expenditures will be provided by **LESSOR** to **LESSEE** upon request.

13 **DISPUTE RESOLUTION:** **LESSOR** and **LESSEE** agree to negotiate in good faith to resolve any dispute that arises under this agreement. If the parties fail to resolve the dispute by negotiation, either party may initiate mediation via a third party by written notice to the other party. Such mediation shall be conducted promptly at a mutually agreed upon location. Payment for mediation services shall be borne by the party initiating the mediation services.

14 **AUTHORITY OF LESSEE OR LESSOR SIGNATURES:** Both **LESSOR** and **LESSEE** state that all signatures to this agreement are original and signed by the party represented.

Printed name of **LESSOR**: Dimitrios Georges, Owner. Signature: _____ Date: _____

LESSOR State of Arkansas Domestic LLC filing number for Ozotiowe LLC (dba Wings Over Big Creek): **811322825**.

LESSOR Registered Agent in AR: **Arkansas Registered Agent LLC 701 South Street, STE 100 Mountain Home, AR 72653**

Printed name of **LESSEE** (PRINT NAME HERE) Signature: _____ Date: ___ / ___

Address: _____

Phone number: _____ Date of Birth: _____ EMAIL Address: _____

EXHIBIT A
WINGS OVER BIG CREEK
LOCATION MAP IN PHILLIPS COUNTY, ARKANSAS

