



10590 Jewelberry Trail Highlands Ranch, CO 80130
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RECREATIONAL LAND LEASE AGREEMENT

This Recreational Land Lease Agreement (agreement) is made between **Ozotiowe LLC [dba Wings Over Big Creek (WOBC)] / Dimitrios Georges** (Landowner), hereinafter referred cumulatively as: “LESSOR,” and **The Parties to this Agreement listed on page 3**, hereinafter referred cumulatively as: “LESSEE,” for the exclusive recreational use of 80 acres of property owned by LESSOR, and located at (depicted as Exhibit A on page 4 for graphic representation):

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(S)**: LESSOR does hereby lease to LESSEE the property listed above for recreational purposes, including hunting and associated activities as discussed in WOBC’s “RULES AND ACCESS REQUIREMENTS” 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 PM.
- 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 the lease agreement, and the balance (\$ [REDACTED]) to be paid by LESSEE on or before **September 1, [REDACTED]**.
 - b. Failure to pay any installment shall thereupon cancel this lease agreement and the amount already paid shall be **forfeited** by LESSEE to LESSOR as liquidated damages for breach of this agreement.
- 4 **HOLD HARMLESS**: LESSEE agrees to defend, indemnify, and hold LESSOR harmless from any and all claims, liability, or judgments asserted against LESSOR by LESSEE or their spouse(s), children, heirs, legal representatives, assigns, or any others arising out of or in any way relating to any activity, labor, volunteer work, or condition on the property or any other property that may be made available to LESSEE by LESSOR.
- 5 **REIMBURSEMENT FOR LABOR AND VOLUNTEERING**: LESSOR agrees to pay LESSEE for labor performed at WOBC by LESSEE at a rate of \$ [REDACTED] per man hour/person.

- a. Compensation by **LESSOR** to **LESSEE** at the rate listed above will be in the form of a check at the end of the AR general waterfowl season or applied to the FEE for the following year's lease (if renewed) upon mutual agreement by **LESSEE** and **LESSOR**.
- b. **LESSEE** agrees to perform such work as an independent contractor at his/her own risk and subject to **LESSEE's** availability, and schedule.
- c. **LESSEE** may only perform such work under the supervision of **LESSOR**.
- d. **LESSEE** agrees to undertake such labor at his/her risk, and **LESSOR** offers no insurance benefits of any type that may cover acts of God, injuries, bodily harm, liability, death, and loss of limb.
- e. **LESSEE** may volunteer to assist **LESSOR** at **LESSEE's** own discretion and risk. Volunteer work performed by **LESSEE** will not be compensated by **LESSOR**.
- 6 FLOODING OF PONDS: As part of the base fee, pond flooding/filling will be performed as follows:
- a. Per mutual agreement between **LESSOR & LESSEE** ponds will not be flooded before the beginning of the Arkansas general waterfowl season. **LESSEE** will set water control structures to catch rainwater and natural bottomland flood events to fill ponds.
- b. **LESSEE** may request ponds 1, 2, 3, and 5 to be filled with pumped water at a depth to be determined by mutual consent between **LESSEE** and **LESSOR**. The fee for pumping water through the onsite pumps will be:
- i. Ponds 1, 2 & 3: \$ [REDACTED] per 24 hrs. of pumping.
 - ii. Pond 5: \$ [REDACTED] per 24 hrs. of pumping.
- Payment will be due at the completion of each 24-hr. pumping day **or** pumping event if longer than 24 hrs. Additional pumping of water will be at the request of **LESSEE**. **LESSOR** will not pump water unless requested by **LESSEE**.
- c. Ponds 4, 6, and 7 will not be pumped, and will only be filled by the natural flooding event(s) of Big Creek.
- d. Pumping operations will include wells, pumps, power take-off motors, fuel, lubricants, labor, and other equipment as needed. Operation/maintenance of equipment will be the responsibility of **LESSOR**, and **LESSEE** will not be permitted to operate and/or maintain equipment.
- 7 VIOLATION OF AGREEMENT: Violation of this agreement as listed herein, or the WOBC "RULES AND ACCESS REQUIREMENTS" by **LESSEE** will cause **LESSEE's** access to the property(s) to terminate immediately until the violation can be resolved. If **LESSEE** that 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**.
- 8 SUB-LEASE OF PROPERTY FOR ANY REASON: **LESSEE** and/or **LESSOR** may not 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 "RULES AND ACCESS REQUIREMENTS" (if any) must be paid directly to the **LESSOR** by **LESSEE**.
- 9 CONDITION OF PROPERTY: **LESSOR** warrants that the property made available to **LESSEE** will be in a condition acceptable to both **LESSEE** and **LESSOR**.
- a. **LESSOR** agrees to make a good faith effort to prepare the ponds on the property by mowing, disking, brushing up blinds, setting water control structures, and other activities to prepare the property for 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.

Initials _____
 initials _____

- 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.
- 10 **CARE OF PROPERTY, ROADS, AND SURROUNDING FIELDS (PROPERTY):** **LESSEE** shall take care of property as required in the WOBC "RULES AND ACCESS REQUIREMENTS." **LESSEE** shall be liable for any damage caused to **LESSOR's** property, adjacent land(s), or other properties made available to **LESSEE** and their guests exercising privileges under this lease.
- 11 **LESSOR's RIGHT TO ACCESS THE PROPERTY:** **LESSOR** retains the right to access the property during the terms of the lease period for the purpose of maintaining, surveying, inspecting, touring, hunting, and/or any other activities deemed necessary by **LESSOR**. Any such activity by **LESSOR** will be done discretely with minimal disturbance of the property during the general hunting season. **LESSOR** will coordinate activities on the property with **LESSEE's** scheduled hunt days to minimize disturbance of **LESSEE's** recreational activities.
- 12 **EXTENSION OF THIS AGREEMENT:** By mutual consent of both **LESSEE** and **LESSOR**, this agreement may be extended for a period determined by both parties. A new written agreement or an extension via addenda may be prepared upon mutual consent of **LESSEE** and **LESSOR**.
- 13 **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.
 - a. Termination of this agreement during the lease period by **LESSEE** will result in forfeiture of fees already paid to **LESSOR**.
 - b. Termination of this agreement by **LESSOR** will result in a return of unused portion of fees paid for the waterfowl season by **LESSEE**.
- 14 **DISPUTE RESOLUTION:** **LESSEE** and **LESSOR** 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 by written notice to the other party. Such mediation shall be conducted promptly at a mutually agreed upon location.
- 15 **AUTHORITY OF LESSEE OR LESSOR SIGNATURES:** Both **LESSEE** and **LESSOR** state that all signatures to this agreement are original and signed by the party represented in the printed name section of the signature line.

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

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**

LESSEES:

PRINTED NAME & DATE OF BIRTH	SIGNATURE
1	
2	
3	
4	
5	

Initials _____

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

