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RULES AND ACCESS REQUIREMENTS



WELCOME TO WINGS OVER BIG CREEK!

Every fall, the grand passage of wings flying over Big Creek is a majestic spectacle that is eagerly anticipated by outdoorsman throughout the region. The name for this natural area was chosen to recognize this incredible event.

The 80 acres of bottomland at Wings Over Big Creek (WOBC) are surrounded by large tracts of wetlands, conservation areas, timber, and cultivated fields of

rice, soybeans, corn, and other crops that draw wildlife to the area year-round.

WOBC is your ticket to the rich waterfowl hunting opportunities of Big Creek. The Big Creek flyway is famous because waterfowl use the creek as a guide as they migrate the 15 miles between the nearby Mississippi River and the White River National Wildlife Refuge.

We work hard year-round to assure that WOBC is ready for your recreational enjoyment. Habitat Owner is a top priority. Proper adaptive Owner of the moist soil, riparian, and forestry resources of WOBC sets the stage for experiencing a quality outdoor experience. The maintenance of blinds, levee access trails, water Owner structures, and other facilities at WOBC assures that the supportive amenities are ready for you year-round. I encourage you and your family to visit WOBC as often as possible and see the exciting ongoing improvements and habitat restoration projects.

Enclosed within the following document are WOBC's club rules and access requirements (rules). The rules are not meant to restrict you from having great adventures at WOBC, but to let you and everyone who visits know what is expected so that we can all have a quality outdoor adventure.

As Owner and site manager, I appreciate your interest in WOBC. THANK YOU!

My goal is to make sure that you, your family, and guests enjoy your day at WOBC in a safe way. I look forward to visiting with you soon at *Wings Over Big Creek*.

Dimitrios (Dimitri) Georges, Owner/Manager

SECTION 1 - DEFENITIONS USED WITHIN THIS DOCUMENT:

<u>Wings Over Big Creek (WOBC)</u>: 80 acres of land in Phillips County, AR known as encompassing a 1/8 section of land:

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, Phillips County, Arkansas. Accessible land is available on the North and South side of Big Creek.

Owner: Dimitrios (Dimitri) Georges. Cell: 217-720-8927. Email: wingsobc@outlook.com

<u>Agent</u>: A person employed by, or volunteering at WOBC under the authority of Owner. An agent may also include a volunteer associated with LESSEE.

<u>LESSEE</u>: a person who has agreed to and signed the lease agreement and the liability waiver to recreate on WOBC property.

<u>Guest</u>: An adult or juvenile invited onto the site by a LESSEE and approved for access to the site by both the Owner.

Adult hunter: anyone 17 years of age or older.

Juvenile hunter: anyone 16 years of age or younger.

<u>Veteran/First Responder</u>: Anyone who has served or is currently serving with any branch of the US Military. May also include active and retired Police, Fire, Ambulance, or other closely associated trade.

<u>Disabled Person</u>: Anyone who is described, according to the Americans with Disabilities Act (ADA), as someone who has a physical or mental impairment that substantially limits one or more major life activities, a history of such an impairment, or is perceived as having such an impairment.

Access: Legal entry into WOBC by a LESSEE and/or guest, or others as approved by Owner.

<u>Trespass</u>: Illegal entry into the site by anyone entering the site without permission of Owner or as allowed by State Law. Trespass may include a LESSEE or guest of same that has been barred from entering WOBC by Owner.

<u>Navigable water</u>: By Arkansas State law, the state owns the bottom of all lakes, rivers, and creeks up to the top of the bank. Also, by State law, Big Creek is listed as a legally navigable waterway by boat or other means for recreational purposes <u>up to the top of bank</u>. Boating by anyone other than LESSEE's onto the site past the top of bank is trespassing and must be reported by LESSEE's to the Owner. LESSEE's are not to approach or confront trespassers. Please report their information such physical description of the persons involved, boat description/registration numbers and/or vehicle description/license numbers to the Owner.

<u>Baiting</u>: Any violation of State or Federal laws relating to the artificial attraction of game to the area by the placement of corn, rice, wheat, or other grains and their associated chaff. Details and associated information can be found at the US Fish and Wildlife service web site:

https://www.fws.gov/story/2021-12/information-waterfowl-hunters#:~:text=You%20cannot%20hunt%20waterfowl%20by,is%20or%20has%20been%20baited

<u>Leased land</u>: Offsite properties that are <u>not</u> associated with WOBC and are leased by Owner for exclusive use by the LESSEE.

North Unit: Hunt areas located on the North side of Big Creek.

South Unit: Hunt areas located on the South side of Big Creek.

Hunt day: a day designated for hunting within these rules.

Daily hunt: A day that the property is leased to hunters other than the LESSEE for a one-day hunt for a fee.

<u>Workday</u>: a day designated for working on/improving/cleaning up the site. A workday may also include administrative tasks.

<u>Ponds</u>, <u>blinds</u>, <u>or fields</u>: A general area designated for hunting at WOBC or off site.

<u>Dog training</u>: The running or training of retrievers and/or flushing dogs for the purpose of training the dog for waterfowling and/or upland game hunting. Dog training does not include the use of hounds on WOBC property due to conflicts with the surrounding landowners and trespassing. Dog training at WOBC may include the use of live birds within the property lines if a valid AR state *Shoot to Kill* dog training permit is in possession of the trainer.

<u>ATV</u>: Off road equipment such as side by sides, three wheelers, four wheelers, motorcycles, electric bicycles, and other similar equipment used to drove off road.

<u>Scouting report</u>: Reconnaissance, inventory, and reporting of wildlife use at WOBC by Owner and providing such report to LESSEE's.

SECTION 2 - RULES

- 1 <u>Recreational opportunities</u>: LESSEE's may participate in waterfowl hunting and Conservation Snow Goose order hunting at WOBC and associated leased properties.
 - a. Dates, species, and take dictated by Federal & State laws.
 - b. Dog training is also allowed anywhere on site but may not conflict with waterfowl hunting.
 - c. <u>Warning!</u> Alligators <u>are present</u> within proximity to Big Creek. LESSEE's, their guests, and pets are strongly encouraged to stay away from the banks and entering the waters of Big Creek.
 - d. Other types of hunting such as Deer, Bear, and Alligator may be allowed for an extra fee. LESSEE is responsible for acquiring and paying for special permits required by the State for these special hunts. Special hunts will not be permitted when waterfowl season(s) are open.
- 2 <u>Guests</u>: LESSEE's may bring the following number of guests for waterfowl hunting. However, all guests must be under the *direct supervision of the LESSEE*:
 - a. Adult guests (age **18 and over**): 10 guests per waterfowl season at no additional charge. Thereafter, \$25 per hunt day/guest.
 - b. <u>Juvenile guests</u> (age **17 and under**): unlimited at no additional charge.
 - c. <u>Veterans/first responders</u>: 10 guests per waterfowl season at no additional charge. Thereafter, \$25/hunt day/guest.
 - d. Mobility impaired or disabled guests: 5 guests per waterfowl season. Thereafter, \$25/hunt day/guest.
 - e. Guests must sign a liability waiver and pay fees (if due) before entering WOBC. Liability waivers will be available from the Owner.
- 3 <u>Daily hunts</u>: LESSEE's have an exclusive lease agreement with Owner. No daily hunts by people other than LESSEE's and their guests will be allowed at WOBC for onsite and offsite hunting.
- 4 <u>Hunting by WOBC Owner:</u> Owner and their escorted guests reserve the right to hunt all areas of WOBC on any day of the week. However, Owner will not pressure the hunt areas in ways that may affect LESSEE's hunting opportunities. Guests of Owner will not be permitted to access the site by themselves.
- 5 <u>Expected behavior of all LESSEEs and their guests:</u> LESSEE's and guests are to maintain highly ethical sportsmanlike behavior while at WOBC and treat others in the same way that they would like to be treated.
- 6 <u>Laws</u>: All Federal and State laws and regulations (including licensing) must be complied with while on WOBC property. LESSEE's and their guests found to be in violation of same and cited by a law enforcement officer for a violation at WOBC will be grounds for the *possibility* of immediate revocation of access to WOBC. The final decision for such action will be made by Owner.
- 7 Release of Liability form: Liability waiver must be signed by each LESSEE before entering WOBC for the first time in the year in which LESSEE has signed a lease agreement. *Guests* must also sign the liability waiver

form on or before entering WOBC. <u>No exceptions</u>. A LESSEE or guest who does not have a liability release form on file with Owner or refuses to sign the liability release form will *not be allowed to enter the site*.

- 8 <u>Use of property</u>: Property, blinds, roads, levees, water control structures, and any other WOBC property is there for effective Owner of the resources and site operations. Please report any evidence of vandalism and/or failure of any facilities to Owner so the area can be kept in good working condition.
- 9 <u>Damage to property</u>: LESSEE's and their guests are personally responsible for any damage to WOBC property or property of LESSEE's and guests that may occur during use of the site. Compensation for damage to property will be negotiated with the Owner. Final payment must be made no later than the end of the lease period for the year. Damage to roads, crops, and other facilities related to surrounding properties is forbidden. Owner has worked extremely hard to secure access to WOBC through private property associated with both the North and South side of Big Creek. Please show respect for the surrounding farmers' fields, roads, and equipment so that this trust from the farmers is not jeopardized and access to WOBC continues uninterrupted.
- 10 Removal of individual property at the end of the season: LESSEE's (and their guest's) private property must be removed from WOBC no later than the end of the lease period for the year. Any property not removed by the end of the lease period will be considered abandoned and become the property of WOBC. If flooding of the bottomland does not allow removal of the property, LESSEE must make every attempt to remove the property as soon as possible. Owner will keep LESSEE updated as to site accessibility.
- 11 Workdays: LESSEE's are encouraged to volunteer for workdays and/or projects at WOBC (subject to LESSEE's schedule and availability). LESSEE participation in workdays is not required. Work tasks will include but are not limited to blind construction/repair/brushing, habitat restoration, light maintenance, setting out decoys at ponds, administrative office work, and other general duties.
- 12 <u>Hunt days, locations and times for waterfowling</u>: LESSEE's may hunt any day of the week and at any location within the property lines. Hunting out of the blinds is <u>not</u> required. Owner will be available on hunt days to assist as needed and collect liability releases/fees from guests. During periods of high water that are safe to access and hunt, LESSEE's may hunt anywhere on site out of boats. Special state hunts for youth and Veterans will also be honored at WOBC at no additional charge to LESSEES or their qualifying guests.
- 13 <u>Decoys</u>: Owner will provide decoys in each pond (stored in a large tub floating tub near the entrance to the pond) rigged "Texas rig" style for use by LESSEE's.
 - a. LESSEE's are not required to set decoys out to hunt at WOBC.
 - b. LESSEE's may bring their own decoys if they prefer and must pick up their decoys at the conclusion of each hunt day.
 - c. All decoys belonging to WOBC that are set out <u>must be picked up</u> and stowed back in the tub at the edge of the pond each hunt day.
 - d. LESSEE's must ensure that decoys are clipped to the tub, and the tub is attached to the stake at the edge of the pond so dekes do not float away during periods of high water. Decoys stored in bags must be tied to the tub as well. Decoys in timber units must be attached to the hooks on the trees.
 - e. Please help Owner by reporting problems with decoys or blinds so that equipment can be maintained properly during the season.
- 14 <u>Scouting report</u>: Owner will provide LESSEE's a weekly scouting report as necessary or if requested. Topics will include bird activity at WOBC and the surrounding lands. The report may also include state of AR AGFC reports and information from local hunters, guides, biologists, and game wardens.
- **15** Conservation Snow Goose Order hunting on site and off site:
 - a. LESSEE may hunt anywhere on the property within the Conservation Snow Goose Order season dates authorized by the US Fish & Wildlife Service.
 - b. Owner may also secure hunting sites off WOBC property for the use of LESSEE's and their guests (this is not guaranteed).

- c. WOBC rules for off-site goose hunts by LESSEES and their guests will apply the same as if the hunt is being conducted at WOBC. A liability waiver will be required of all guests before they hunt on the off-site location. If the off-site landowner has additional requirements beyond those listed herein, then LESSEE's and guests must abide by the landowner's requirements.
- d. If the offsite landowner requires a fee to hunt, LESSEE(s) will be responsible for paying the fee directly to the landowner.
- e. WOBC will not provide goose decoys for LESSEE's.
- 16 <u>Dogs:</u> Must be under their Owner's control while on site. Any dogs found to be uncontrollable or vicious toward other people or their dogs, will not be allowed on site after discovery until the dog Owner and Owner agree on a plan to reduce the conflict with the dog.
- 17 <u>Conflicts:</u> Major conflicts must be reported immediately to the Owner for resolution, even if the conflict develops during the hunt day. Owner must be involved if a conflict was resolved in such a way that may affect these WOBC rules.
- 18 Trash: Remove all trash you create while visiting WOBC, especially spent shells.
- <u>Wanton waste of game</u>: Wanton waste of game will not be tolerated and will be reported to the local wildlife officer. Harvested game and carcasses of same must be immediately removed from the site at the conclusion of each hunt day. Any waterfowl suspected of having avian influenza must be removed from the area to help stop the spread of disease.
- **20** Skybusting (extremely high shooting): Let's all work together so that WOBC isn't turned into a shooting gallery. This type of activity will not be tolerated by the Owner.
- <u>Drinking alcoholic beverages while at on site at WOBC</u>: <u>Forbidden</u> unless approved by Owner for a social event with Owner present. Anyone who is discovered drinking alcoholic beverages at WOBC will be subject to having their access privileges revoked immediately until a resolution can be coordinated.
- 22 <u>If access to WOBC is revoked:</u> Access is immediately terminated. Reinstatement will be determined by consultation between the Owner and a representative of the violator.

SECTION 3 – ACCESS AND PARKING

- Parking: Parking for vehicles, trailers, and other personal means of transportation will be restricted to designated areas only. Owner has worked extremely hard to secure access to WOBC through private property associated with both the North and South side of Big Creek. Please show respect for the surrounding farmers' fields, roads, and equipment so that this trust from the farmers is not jeopardized and access to WOBC continues uninterrupted.
 - a. When roads entering WOBC are impassable with conventional full-sized four-wheel drive vehicles, or as determined by Owner, parking for personal vehicles and trailers will be restricted to the edge of Phillips County Road 376 for access to the North side of Big Creek, and Phillips County Road 470 for vehicle access to the units on the South side of Big Creek.
 - b. It will be the responsibility of LESSEE's to access the site via the dirt farm access roads with their own personal all-terrain vehicle (ATV). *No driving across farm fields will be permitted*.
 - c. A small, mowed parking area located adjacent to the moist soil units on the North side of Big Creek is available for parking to access the North Unit ponds: 1, 2, 3, 6, and 7. This area may be parked on with personal vehicles when the site is accessible without the need of an ATV.
 - d. Parking for Pond 4 and 5 must be on Phillips County Road 470 (a levee road) after heavy rains or flood conditions. ATV's may park on the earthen levees adjacent to both ponds 4 and 5. Pond 4 must be accessed via ATV or on foot along a dirt levee road accessed near pond 5.
 - e. All hunting sites may be accessed via boat from the North Unit during periods of high water.
 - Parking for leased lands off site must be coordinated with the requirements of the landowner.

- g. Personal vehicles, ATV's, boats, trailers and other equipment may be left on site overnight in the small parking area at the North or South Unit at the Owner's risk.
- 2 <u>Driving on site and access to ponds</u>: Personal vehicles may not be used past the small onsite parking lot at the North Unit, or on the levees near the South Unit unless authorized by the Owner.
 - a. ATV's may be used on levees for access to ponds but <u>may not be driven out into the ponds for access to the blinds</u>. Driving inside the ponds creates ruts that become trip/fall hazards as hunters wade out to the hunting blinds.
 - b. During periods of high water when the levees are softened from rains, overtopped with flood waters (no matter how deep), or as determined by Owner, ATV use past the small onsite parking area on the North Unit will be prohibited for everyone's safety, and to minimize damage to the levee's.
 - c. When using off-site leased lands, the landowner's requirements for driving on-site must be complied with.
- 3 Boat access: The use of boats will be at LESSEE's and guest's own risk and subject to the following:
 - a. <u>WARNING</u>: Boating on site is dangerous during periods of high water. Owner reserves the right to close the area to boating when it is determined that the area is too dangerous to boat on.
 - b. All hunting areas can be accessed by boat (including the areas on the South side of the creek).
 - c. All boating on site must comply with Arkansas state laws.
 - d. LESSEE's may briefly enter adjacent properties with a boat to retrieve downed game. If an access issue arises with the collection of downed game, hunters must let the Owner know so that permission from the Landowner can be arranged to access the property.
 - e. LESSEE's may park their boats and trailers within the property lines at the edge of the high water overnight at their own risk.
- 4 Offsite fields: If an offsite field becomes available, Owner will coordinate with LESSEE's to arrange for hunting of the offsite location. A draw for picks may be held if required.

SECTION 3 - FEES:

1 The lease fee charged to LESSEES by Owner will be negotiated with LESSEE's principal representative on a yearly basis. Fees for guests (if applicable) will be payable to the Owner of WOBC (check or cash) before the beginning of each hunt day.

END OF RULES AND ACCESS REQUIREMENTS