



H.9(b)

Sarah Huckabee Sanders

Governor

Shea Lewis

Secretary

October 3, 2025

Marty Garrity, Director
Bureau of Legislative Research
Executive Secretary, Arkansas Legislative Council
1 Capitol Mall
Little Rock, AR 72201

Re: Approval of Property Lease at Petit Jean State Park pursuant to A.C.A. § 22-4-105

Dear Ms. Garrity:

The Arkansas Department of Parks, Heritage, and Tourism, State Parks Division (State Parks) is requesting an agenda item be presented for approval consideration by the Arkansas Legislative Council (ALC) during their meeting planned for October 17, 2025.

On August 21, 2025, the State Parks, Recreation, and Travel Commission approved the terms of a long-term lease agreement between State Parks and the Conway County Fire Department, and Conway County approved the lease on September 16, 2025. The agreement (enclosed) details a ground lease for the construction of a new four-bay fire station on approximately 2.48 acres of land owned by State Parks at Petit Jean State Park.

In accordance with A.C.A. § 22-4-105, I am respectfully requesting the ALC consider approval of this lease. If you or your staff have any questions or need further information, please contact Jeff King, Deputy Director, Division of State Parks at Jeff.King@arkansas.gov or by phone at (501) 682-7774. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shea Lewis", is written over a horizontal line.

Shea Lewis, Secretary

Enclosure: Petit Jean State Park Conway County Fire Department Lease

sl/mm

Cc: Jeff King, Deputy Director, Parks Division, Department of Parks, Heritage, and Tourism
Marty Ryall, Director of Legislative Affairs
Suzanne Grobmyer, Chief of Staff, Department of Parks, Heritage, and Tourism

Office of the Secretary

1100 North Street • Little Rock, AR 72201 • 501-324-9162

Adpht.Arkansas.gov

LEASE AGREEMENT

This LEASE is made this ____ day of _____, 2025, by which LESSOR leases the PREMISES to LESSEE.

For the purposes of this LEASE Agreement the following definitions apply:

"LESSEE" means: CONWAY COUNTY FIRE DEPARTMENT, a political subdivision of the State of Arkansas.

"LESSOR" means: ARKANSAS DEPARTMENT OF PARKS, HERITAGE, AND TOURISM-STATE PARKS DIVISION (STATE PARKS), 1100 North Street, Little Rock, Arkansas, 72201 an agency of the State of Arkansas.

"PREMISES" means the property which is the subject of this LEASE which is further described in paragraph #1.

1. DESCRIPTION OF PREMISES:

Approximately 2.48 acres of property located at SW ¼ of the NE ¼, and a part of the NW ¼ of the SE ¼ in Section 34, Township 6 North, Range 18 West, further described in Exhibit "A". All situated in the County of Conway, Arkansas.

2. TERM:

The initial term will begin on **November 1, 2025**, and end on **October 31, 2050**, unless the term shall be sooner terminated as hereinafter provided.

3. RENT:

The LESSEE agrees to pay \$1.00 per annum on or before the tenth (10th) day of each such period, upon invoice from the LESSOR. Additional consideration for the LEASE is hereby provided by the LESSEE in the form of public advantage, wherein the LESSEE will use the property to provide firefighting services, training, and other emergency assistance for the benefit of the public.

4. UTILITIES AND SERVICES:

LESSOR will be under no obligation to furnish the PREMISES with water, gas, sewage, electricity, or other utility services and supplies that may be necessary or desirable in connection with LESSEE's use and occupancy of the PREMISES but will cooperate with the LESSEE for the goal of installation of necessary utility infrastructure(s), if not already located on the PREMISES.

5. MAINTENANCE, REPAIR, AND REPLACEMENT:

As may be reasonably necessary, LESSEE agrees to maintain the PREMISES and its own approved improvements thereon in a safe, sanitary, and neat condition reasonably satisfactory to

the LESSOR, including the mowing of grass and landscaping of trees and shrubs, if any. The LESSEE shall maintain the PREMISES, including all its equipment, fixtures, and appurtenances constructed by LESSEE under this LEASE, in good repair and condition.

6. DAMAGE BY FIRE OR OTHER CASUALTY:

LESSEE shall bear the risk of loss by fire or other casualties and shall maintain fire and extended coverage insurance. If the PREMISES are destroyed by fire or other casualties, this LEASE will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSEE, the LESSEE may terminate the LEASE by giving written notice to the LESSOR within fifteen (15) calendar days thereafter.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and determines in addition that the LESSOR is diligently seeking to cure the partial destruction or damage and the partial destruction or damage can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

7. TERMINATION:

If LESSEE violates any of the terms and conditions of the LEASE and continues and persists in such violation for a period of thirty (30) days after being advised in writing by LESSOR by giving thirty (30) days' written notice to the LESSEE, LESSOR may terminate this LEASE by providing written notice to the LESSEE. Upon termination, the LESSEE shall vacate the PREMISES, remove its property therefrom, and restore it to the condition aforesaid within such time as LESSOR may designate.

If the LESSEE fails or neglects to remove the said property and so restore the PREMISES, then at the option of LESSOR, said property shall become the property of the LESSOR without compensation therefore, or LESSOR may cause it to be removed and the PREMISES to be restored all at the LESSEE's expense, and no claim for damages against the LESSOR or its officers or agents shall be created by or made on account of such removal and restoration work.

8. ALTERATIONS:

LESSEE may construct improvements and infrastructure conducive to firefighting training and emergency services and install signs in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time period after the termination of this LEASE. The LESSEE shall restore the PREMISES to a condition as good as at the beginning of this LEASE, ordinary wear and tear excepted. LESSEE to provide to LESSOR a finalized copy of plans and specifications of the proposed improvements to be made to the PREMISES by the LESSEE at its cost and expense, prior to the start of construction. Exhibit "B-1", and Exhibit "B-2" attached hereto illustrate the improvement to be made to the PREMISES.

9. SPECIAL PROVISIONS:

The parties agree that the terms and conditions of this LEASE shall be read together and harmonized whenever possible; however, in the event of a conflict between Section 9 or Section 10 and any other provisions elsewhere in this LEASE Agreement, the provisions contained in Sections 1-9 (Special Provisions (a) through (o)) and Section 10 (Miscellaneous (a) through (d)) shall prevail.

- (a) LESSEE shall be responsible that the improvements conform to the Arkansas Fire Prevention Code, as amended, the Arkansas State Plumbing Code, the National Electrical Code, and all other state and local laws, codes, and regulations. This includes obtaining any necessary permits and licenses for the proposed construction, as well as compliance with the Arkansas-adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG*).

**Now referred to as 2010 ADA Standards for Accessibility.*

- (b) Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any LESSEE, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the LESSOR.
- (c) The State shall not be responsible for the payment of any taxes or assessments for the PREMISES.
- (d) Any notices hereunder to be given by LESSEE to LESSOR, and vice versa, shall be deemed to be properly given if the same be deposited in the United States mail postage prepaid, addressed to:

LESSEE: Conway County Fire Department
117 S. Moose Street
Morrilton, AR 72110
Attention: Chief

LESSOR: Arkansas Department of Parks, Heritage, and Tourism, State Parks
Division
1100 North Street
Little Rock, AR 72201
Attention: Deputy Director of Arkansas State Parks

- (e) LESSEE agrees to accept the LEASE PREMISES in "as is" condition. LESSOR is not obligated by this LEASE to make any changes or improvement of any nature. All modifications will be at the expense of the LESSEE.
- (f) LESSOR has no knowledge of hazardous substances as defined in any applicable Laws, including asbestos-containing materials and lead paint on the PREMISES, and the PREMISES has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry, or remediation.
- (g) LESSEE, in its use of the PREMISES, shall not create or permit any condition on the PREMISES that could present a threat to human health or to the environment. LESSEE shall at all times be in full compliance with all standards concerning air quality, water quality (surface or underground), noise, hazardous substances, and hazardous waste.

- (h) This LEASE is granted without warranty of title, either expressed or implied. LESSEE agrees that any construction, maintenance, or operation conducted on, over, or under the PREMISES whether resulting from or affecting its use, shall be at the sole cost and responsibility of the LESSEE.
- (i) LESSEE agrees to indemnify, defend, and hold LESSOR harmless from and against any and all injury, loss, damage, liability, costs, or expenses in connection with a third-party claim arising from the construction of improvements, operation, use, maintenance, and repair of the PREMISES. Such indemnification shall include the reimbursement to LESSOR for any attorney fees incurred in connection with the defense of any action covered by the indemnification. Further, LESSEE agrees to hold LESSOR, its agents, successors, and or assigns, free from any claim for damages to the LESSEE's use of PREMISES resulting from LESSOR's normal business operations.
- (j) The above recited consideration in Special Provision (i) does not include compensation for damages outside the LEASE area occasioned by LESSEE'S operation, and LESSEE agrees it will promptly pay LESSOR for all damages caused to the land and property of the LESSOR by the construction, maintenance, operation, repair, replacement, or removal of improvements related to the leased area, excluding damages resulting from firefighting or emergency services conducted by LESSEE occurring outside the lease area.
- (k) LESSEE shall never, directly or indirectly, sublease the leased PREMISES. LESSEE shall use the PREMISES only for the purpose specified hereinabove and for no other purpose whatsoever without express, written approval of LESSOR.
- (l) LESSEE may elect to extend the Initial Term for an additional twenty-five (25) year term with LESSEE providing notice to LESSOR not less than ninety (90) days before the end of the Initial Term.
- (m) LESSOR agrees to reasonably cooperate with LESSEE in support of such funding applications, including, where appropriate, providing documentation or consents required by the granting agency, provided such cooperation does not impose any obligation on LESSOR. LESSEE shall notify LESSOR in writing of any grant awards that may affect the use, development, or condition of the PREMISES.
- (n) Upon substantial completion of the proposed facility, LESSEE shall provide LESSOR with written notice confirming such completion and shall issue a sixty (60) day written Notice of Termination to terminate the existing Use Permit Agreement between State Parks and the Petit Jean Mountain Volunteer Fire Department for the property located at 40 Jones Lane, Morrilton, AR 72110. This termination shall apply to the original Use Permit Agreement executed on July 1, 2012, as well as the First Amended Use Permit Agreement dated April 24, 2017, and the Second Amended Use Permit Agreement dated July 1, 2022, and expires on June 30, 2027, hereto attached as Exhibit "C".
- (o) The LESSOR and LESSEE agree that should the LEASE expire prior to the execution of any proposed Amendment Agreement, the LEASE is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or inconsistency, or both. This paragraph should not be construed between the parties as an

agreement that the LEASE will be extended for additional terms, but rather as an option between the parties to enter into the future negotiations for additional terms should they so desire.

10. MISCELLANEOUS:

- (a) This LEASE shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (b) The LESSOR may terminate this LEASE by written notice to LESSEE upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interest.
- (c) Nothing in this LEASE shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- (d) This LEASE contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this LEASE.

LESSEE:

LESSOR:

CONWAY COUNTY FIRE DEPARTMENT

ARKANSAS DEPARTMENT OF PARKS,
HERITAGE, AND TOURISM-STATE PARKS
DIVISION

By: _____
Darren Bray, Chief

By: _____
Jeff King, Deputy Director, Arkansas State
Parks

Date: _____

Date: _____

By: _____
Jimmy Hart, County Judge

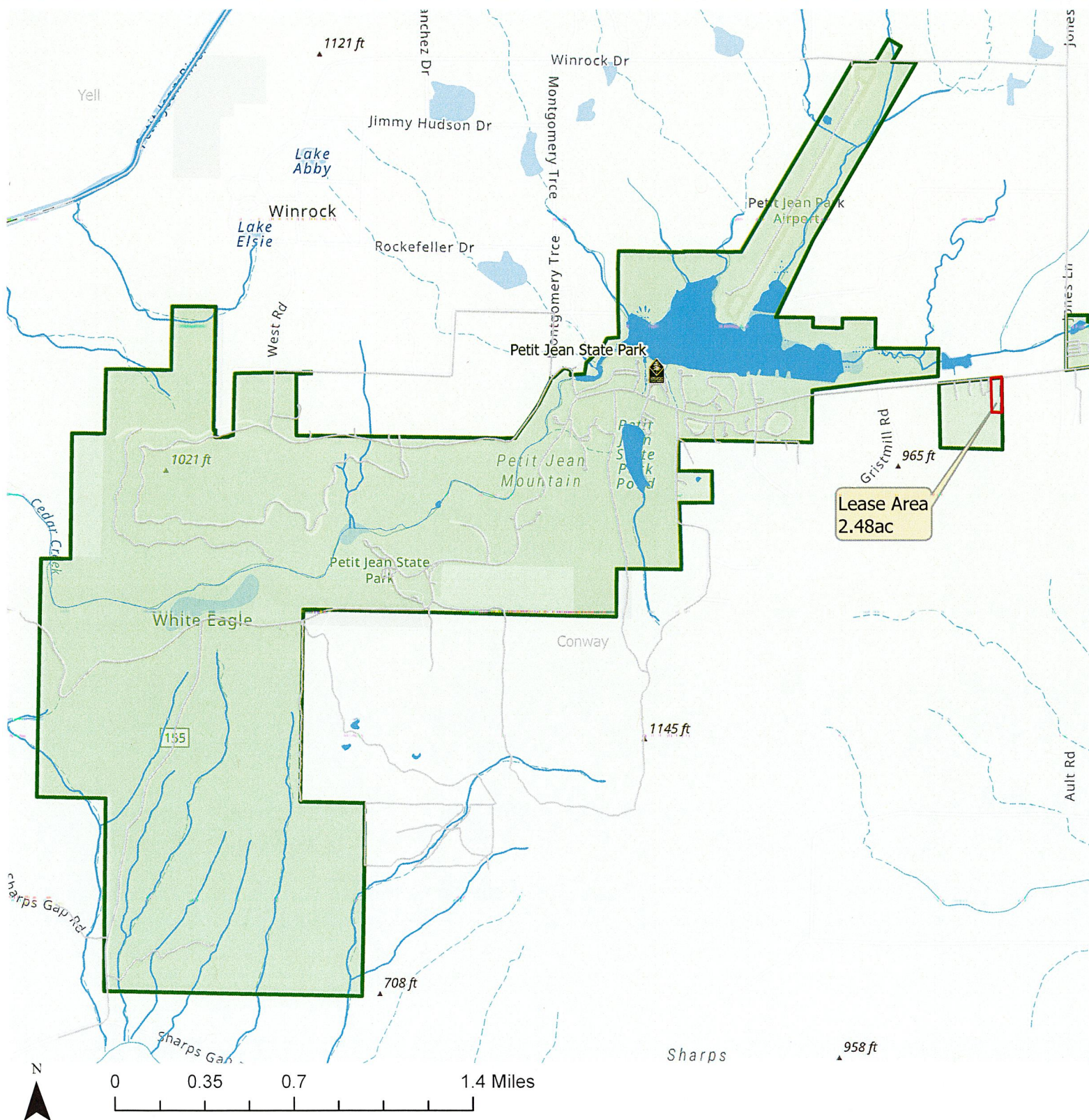
Date: _____

This Lease Agreement approved by the Arkansas State Parks, Recreation, and Travel
Commission on August 21, 2025



Petit Jean State Park

Conway County Fire Department Lease Area



Location: Petit Jean State Park	
City: Morrilton	Description: Conway County Fire Department Petit Jean Mountain Fire Station Lease Area
County: Conway	
Date of map production: 8/13/2025 10:24 AM	

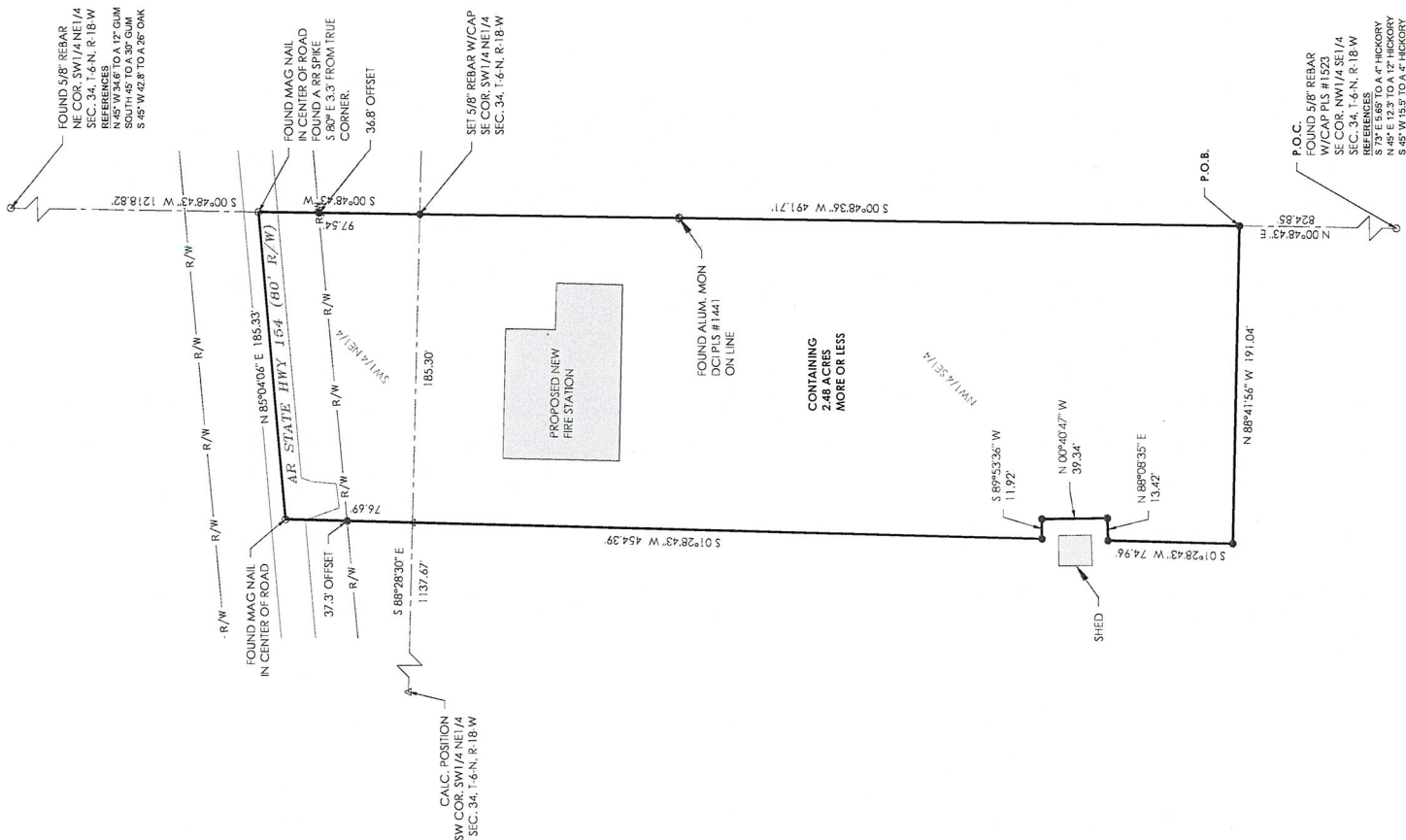
Notice of Intent:

This map was created by the Arkansas State Parks GIS Section to visualize general location(s) of subject property in relation to property owned, leased, or otherwise managed by the Arkansas Department of Parks, Heritage, & Tourism. Unauthorized use of this map is prohibited.

Arkansas State Parks
1100 North Street - Little Rock, AR 72201
ArkansasStateParks.com



SCALE: 1" = 50'
BASIS OF BEARINGS: Arkansas State Plane
Coordinate System,
Zone North NAD 83.
COORDINATES DERIVED FROM AHTD VRS 5
SOLUTION



A PART OF THE SW 1/4 NE 1/4 AND A PART OF THE NW 1/4 SE 1/4 IN SECTION 34, T6N, R18W, CONWAY COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SAID NW¹/4 SE¹/4; THENCE ALONG THE EAST LINE OF SAID NW¹/4 SE¹/4, N 0°48'36"E, A DISTANCE OF 824.85 FEET TO A SET¹ REBAR W/C/P BEING THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, N 88°41'56"W, A DISTANCE OF 191.04 FEET TO A SET¹ REBAR W/C/P; THENCE N 1°28'43"E, A DISTANCE OF 74.76 FEET TO A SET¹ 5/8" REBAR W/C/P; THENCE N 89°08'35"E, A DISTANCE OF 13.62 FEET TO A SET¹ 5/8" REBAR W/C/P; THENCE S 89°08'35"E, A DISTANCE OF 11.92 FEET TO A SET¹ 5/8" REBAR W/C/P; THENCE N 1°28'43"E, A DISTANCE OF 454.39 FEET TO A FOUND MAG NAIL ON THE CENTERLINE OF ARKANSAS HWY# 154; THENCE ALONG SAID CENTERLINE, N 89°08'06"E, A DISTANCE OF 186.33 FEET TO A FOUND MAG NAIL ON THE EAST LINE OF SAID SW¹/4 NE¹/4; THENCE ALONG THE EAST LINE OF SAID SW¹/4 NE¹/4, S 0°09'48'43"E, A DISTANCE OF 97.54 FEET TO A SET¹ 5/8" REBAR W/C/P BEING THE SET CORNER OF SAID NW¹/4 SE¹/4; THENCE S 89°08'35"E, A DISTANCE OF 11.92 FEET TO A SET¹ 5/8" REBAR W/C/P; CONTAINING 0.48 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OF RECORD OR PHYSICALLY IN PLACE.

1. BEING SUBJECT TO ALL RIGHTS OF WAYS, EASEMENTS, ROADWAYS AND RESERVATIONS THAT ARE
2. OF RECORD OR PHYSICALLY IN PLACE.
3. PROPERTY CORNERS ARE LOCATED IN ACCORDANCE WITH EXISTING MONUMENTS IN THE AREA.
4. IMPROVEMENTS ARE AS SHOWN, VISIBLE ENCROACHMENTS, IF ANY ARE AS SHOWN.
5. THIS SURVEY WAS PERFORMED USING DEEDS OF RECORD, A ACCURATE TITLE SEARCH WAS NOT
6. PERFORMED AS PART OF THIS SURVEY
7. NO ATTEMPT WAS MADE TO LOCATE ANY UNDERGROUND PIPELINES, WELLS, TANKS OR ANY
8. OTHER SUBSURFACE STRUCTURES UNLESS SHOWN ON THIS PLAT.

ET MAG NAIL
OUND IRON PIN (AS NOTED)
/8" REBAR W/CAP SET
OUND STONE
OUND PIN W/ALUM. CAP
ALCULATED POSITION
WIRE FENCE
OVERTHEAD POWER LINE

SW1/4 NE1/4
SEC. 34 T6N, R18W
CONWAY COUNTY, AR 0.37 ACRES

NW 1/4 SE 1/4
SEC. 34 T6N, R
CONWAY CO

CONCLUSIONS

CERTIFICATION

I, LESLIE DAVIS, ARKANSAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1523, HEREBY CERTIFY THAT THE SURVEY WAS FAITHFULLY EXECUTED IN THE FIELD, AND THAT THE MONUMENTS WERE SET OR FOUND AS SHOWN, AND IS IN ACCORDANCE TO ARKANSAS MINIMUM STANDARDS SET FORTH BY THE ARKANSAS COMMISSIONER OF STATE LANDS, LAND SURVEY DIVISION.

STATE CODE: 500-06N-18W-0-34-102-15-1523

[illegible]

Exhibit 'B-1'

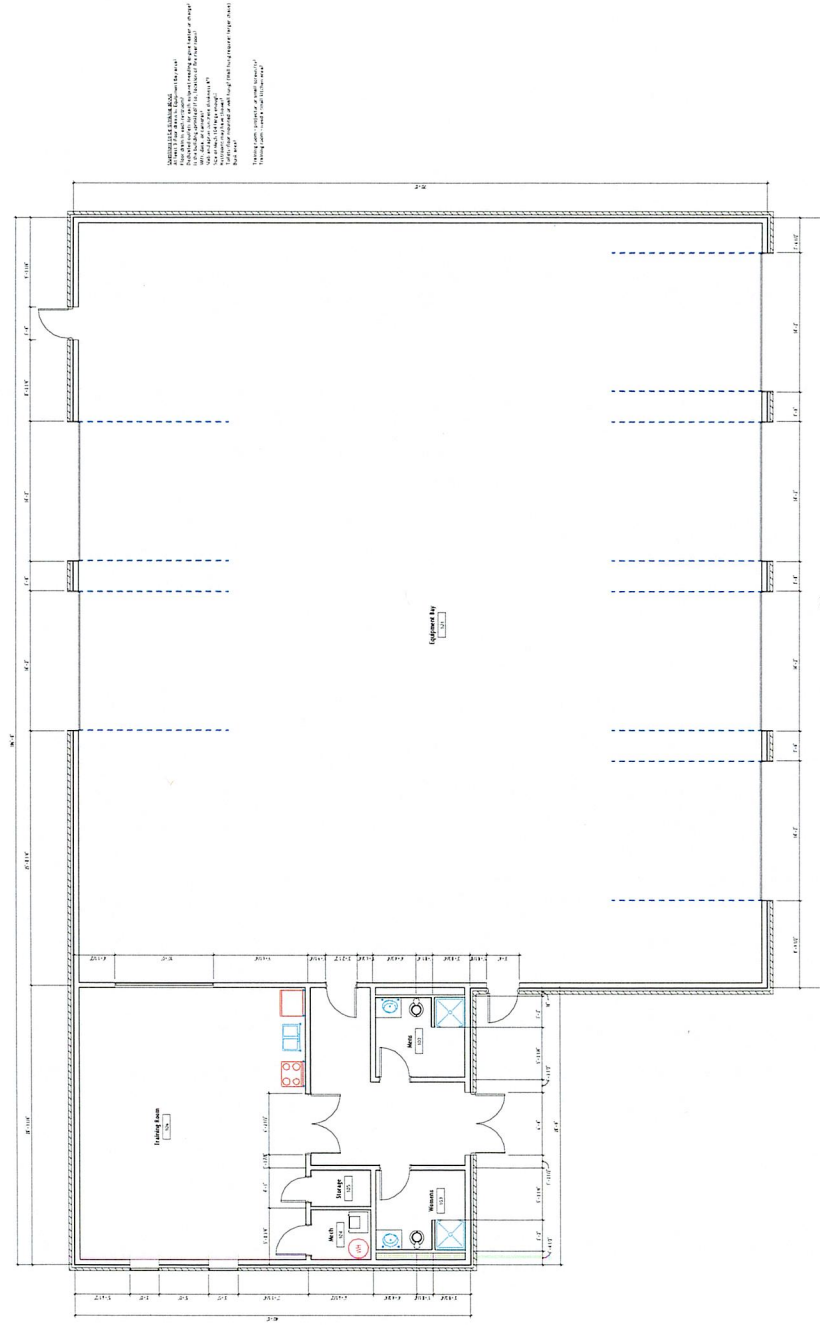
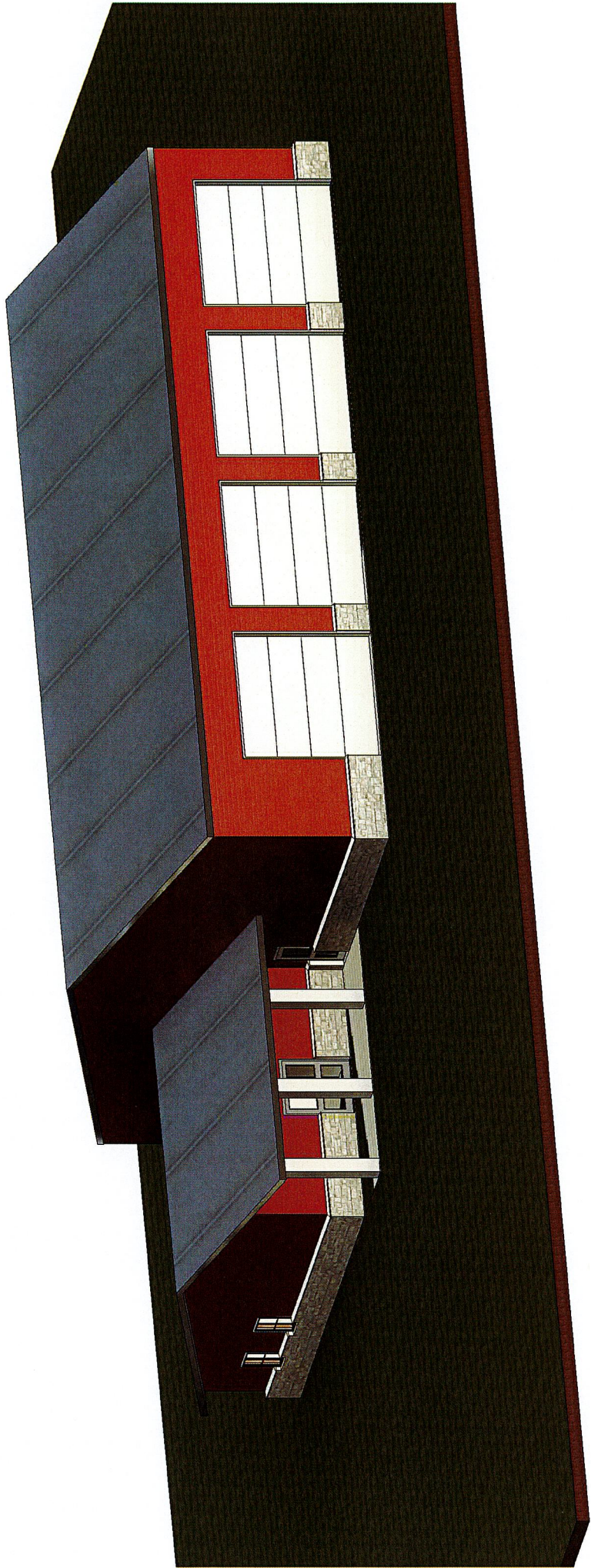


Exhibit 'B-2'



SECOND AMENDED USE PERMIT AGREEMENT

THIS SECOND AMENDED USE PERMIT AGREEMENT, hereinafter referred to as the Second Amended Agreement entered into effective the 1st day of July, 2022, by and between the Arkansas Department of Parks, Heritage, and Tourism, State Parks Division, hereinafter referred to as State Parks and Petit Jean Mountain Volunteer Fire Department: for and in consideration of Ten dollars (\$10.00) and these mutual covenants and agreements as hereinafter set forth, amends the said Use Permit Agreement dated June 1, 2012 respectfully (see Attachment A) made by and between the parties listed above.

The above mentioned Agreement is amended and modified by changing the following:

State Parks:

The Division's name is hereby amended and modified from Arkansas Department of Parks and Tourism, Division of State Parks to Arkansas Department of Parks, Heritage, and Tourism, State Parks Division.

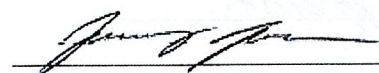
Page 4, Section 18(a.)

The term of the Use Permit Agreement dated June 1, 2012 shall be for a period of five (5) years, from July 1, 2022 until June 30, 2027, unless sooner terminated under the provisions herein specified. The Director of State Parks may, at his option, but subject to the approval of the Arkansas State Parks, Recreation and Travel Commission, renegotiate and renew this Agreement, for an additional period not to exceed five (5) years.

All other items and conditions of said Use Permit Agreement dated June 1, 2012 and First Amended Use Permit Agreement dated April 25, 2017 shall be and remain in full force and effect and this Second Amended Agreement shall be attached to and become a part of the above mentioned Agreement.

IN WITNESS THEREOF, the name of Arkansas State Parks is subscribed hereto by its Director by authority delegated to him by the Arkansas State Parks Recreation, and Travel Commission on this 19th, day of May, 2022.

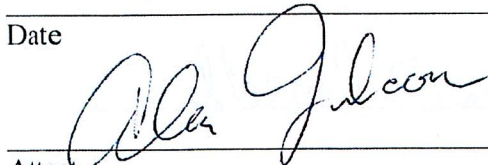
PETIT JEAN MOUNTAIN
VOLUNTEER FIRE DEPARTMENT



Jeremy Jones, Chief

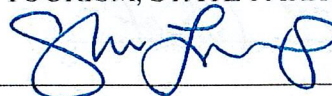
02 June 2022

Date



Attest

DEPARTMENT OF PARKS, HERITAGE,
& TOURISM, STATE PARKS DIVISION



Shea Lewis, Director

06.13.2022

Date



Attest

Exhibit 'A'

USE PERMIT AGREEMENT

This Use Permit Agreement is entered into on the 1st day of June 2012, by and between Arkansas Department of Parks and Tourism, State Parks Division, hereinafter designated as State Parks, as owner and the Petit Jean Mountain Volunteer Fire Department (including their officers, agents, employees, and assigns), hereinafter designated as Permittee. For Ten dollars (\$10.00) and other good and valuable considerations, State Parks hereby grants to the Permittee a permit to use the following described lands and appurtenances located in Conway County, Arkansas to wit:

Part of the SW1/4 SW1/4, Section 26, Township 6 North (T6N), Range 18 West (R18W) more particularly described as beginning at the Southwest Corner of the said Section 26; thence North 0 06' West 100 feet; thence North 89 18' East, 436 feet; thence South 0 06' East, 100 feet; thence South 89 18' West, 436 feet to the point of beginning, containing one acre more or less

and hereinafter known as the Permit Area(s) and subject to the following terms and conditions for the purpose of:

Operating and maintaining a fire station at Petit Jean State Park.

1. All rights are hereby reserved to State Parks, its officers, agents, employees, and assigns for access to said Permit Area(s) for any purpose and the same shall remain open for public use at the discretion of State Parks.
2. This Permit is granted without warranty of title, either expressed or implied. The Permittee has the right to use the Permit Area(s) for the purpose set forth above and shall not have any other right not expressed herein and shall not have the right to grant others any rights, directly or indirectly, not expressed herein without the prior written consent of State Parks.
3. This Permit shall not in any way authorize any development or activity which is objectionable to State Parks, or which is in conflict with any City, County, State or Federal law. It shall be the Permittee's obligation to obtain, collect and/or to pay all necessary or required permits, taxes and/or fees

incurred by State Parks in connection with the defense of any action covered by this indemnification. Further, Permittee agrees to hold State Parks, its agents, successors or assigns free from any claim for damages to the Permittee's Permit use purpose resulting from State Parks normal business operations.

9. The above recited consideration does not include compensation for damages outside the Permit Area occasioned by Permittee's operation, and Permittee agrees it will promptly pay to State Parks all damages caused to the lands and property of State Parks by the construction, maintenance, operation, repair, replacement or removal of said permitted use occurring outside the Permit Area.

10. Except as otherwise herein provided, the term of this Permit shall be for a period of N/A years from the date shown above. Permittee may have the option to renew this permit for additional N/A year periods under mutually agreeable terms and conditions. Such option shall be exercised, in writing, by the Permittee, to the State, not less than ninety (90) days prior to Permit expiration. Each year of the permit shall be considered a permit year and the date shown above shall be considered the anniversary.

11. This agreement may be terminated by State Parks or the Permittee, subject to:

- a. The mutual written consent of State Parks and the Permittee with sixty (60) days written notice to the other party.
- b. The default of any of the terms or conditions herein listed.
- c. The said permitted use ceasing for any reason, not agreed to between the parties, for a period of 120 consecutive days.

A written Notice of Complaint or Intent to Terminate shall be sent to the Applicable Party(s) below:

Permitter

Director
Arkansas State Parks
One Capitol Mall
Little Rock, AR 72201

Permittee

Fire Chief
Petit Jean Mountain Volunteer Fire Dept.
Morrilton, Arkansas 72110

Notice shall be deemed to have been duly delivered when personally delivered or when deposited in the United States mail, certified mail, postage prepaid. Forty-five (45) days shall be allowed after delivery of the Notice of Complaint for the party or parties to correct the item(s) identified in the complaint.

- b. The Superintendent of Petit Jean State Park, or his designated representative shall be a member of the Board of Directors of the Petit Jean Mountain Volunteer Fire Department.
- c. The Permittee shall be allowed to construct a new facility, Quanset Hut type, consisting of approximately 4,400 sq.ft. Structure to be constructed in accordance with all codes, ordinances and with accepted building construction standards. The Permittee shall submit all plans and specifications for this facility to State Parks for their approval to beginning construction.

IN WITNESS THEREOF the name of Arkansas State Parks is subscribed hereto by its Director by authority delegated to him by the State Parks, Recreation and Travel Commission on this May 17th 2012.

PERMITTEE(S):
PETIT JEAN MOUNTAIN VOLUNTEER
FIRE DEPARTMENT:

By: Matt M. Rager Jr. / Chief
Matt Rager Jr, Fire Chief

PERMITTER:
DEPARTMENT OF PARKS & TOURISM
STATE PARKS DIVISION:

By: Greg Butts
Greg Butts, Director, Arkansas State Parks

Date: 5-30-12

Date: 06/25/12

Attest: _____

Attest: Justin Johnson