

**MINUTES OF MEETING**  
**BOARD OF DEVELOPMENTAL DISABILITIES SERVICES**  
**Physical Management Subcommittee**  
**May 2, 2018**  
**Conway Human Development Center**  
**Conway, Arkansas**

The Physical Management Subcommittee of the Board of Developmental Disabilities Services (DDS) met May 2, 2018 at the Conway Human Development Center. The meeting convened at 9:40 a.m. pursuant to the call of the Board Chair.

MEMBERS PRESENT: Subcommittee Chair Sally Hardin, Jeff Gonyea, Mark Wargo, Johnathan Jones, and Dr. Linda Selman via conference call.

STAFF PRESENT: DDS Director Melissa Stone, Dale Woodall, Sarah Murphy, Avis Lane, and Tammy Benbrook.

Ms. Hardin called the meeting to order, welcomed everyone in attendance and introductions were made to Dr. Selman.

Conway HDC Superintendent Sarah Murphy presented the Wallace Brown lease agreement for consideration (Attachment 1). The request involves a two year renewal involving 152 acres of pasture on CHDC property. The acreage will be mowed, the fences maintained, and \$2000 will be paid annually to CHDC.

Booneville HDC Superintendent Jeff Gonyea presented Arkansas Oklahoma Gas Corporation's request to place an easement on BHDC property for the purpose of a gas pipeline which would extend service to more rural areas (Attachment 2).

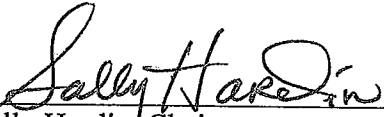
Mr. Gonyea also advised the Subcommittee that USDA sought approval to upgrade USDA structures on property currently being leased from BHDC (Attachment 3).

World of Wireless proposed placement of internet transmitters on the paging tower located on BHDC property. The proposal also involved a monthly payment of \$150 made to BHDC in addition to complimentary wireless service to the BHDC campus. BHDC, however, would be responsible for the purchase of Wi-Fi equipment totaling \$3462. Mr. Woodall noted the Office of Systems Technology would need to review the proposal in order to ensure DHS requirements are met.

Following discussion, Ms. Hardin called for a motion to submit all of the requests to the full Board for approval. The motion was made by Mr. Gonyea. Ms. Murphy seconded the motion which passed unanimously.

Ms. Hardin made a motion for the meeting to be adjourned. Ms. Murphy seconded the motion which passed unanimously. The meeting adjourned at 9:53 a.m.

ATTEST:

  
\_\_\_\_\_  
Sally Hardin, Chair  
Physical Management Subcommittee

  
\_\_\_\_\_  
Executive Secretary

Division of Building Authority  
STATE OF ARKANSAS  
COUNTY OF PULASKI

Lease Term: 03/01/18 to 02/29/20  
Annual Rent: \$2,000.00  
Acres: 153.5 Rate: \$n/a  
Type: Renewal  
Worked By: Emily Madden  
County: 23 Agency: 000  
Lease #: N9182 JWL

**STATE OF ARKANSAS  
SECOND LEASE AMENDMENT**

This Agreement is made and entered into as of the 27<sup>th</sup> day of March, 2018, by and between ARKANSAS DEPARTMENT OF HUMAN SERVICES - DEVELOPMENTAL DISABILITIES SERVICES, hereinafter referred to as "Lessor", and WALLACE BROWN AND/OR MATTHEW JOHNSON, hereinafter referred to as "Lessee".

**WITNESSETH**

Whereas, by Lease Agreement dated February 7, 2008, and First Lease Amendment dated October 22, 2012, Lessor leased to Lessee three (3) tracts of land totaling 153.51 acres of pastureland located at the Conway Human Development Center; all situated in the City of Conway, Arkansas, County of Faulkner, (the "Lease"); and

Whereas, the parties hereto have hereby agreed to amend the term of the Lease and to amend and modify the Lease as hereinafter set out.

Now, therefore, for and in consideration of the Premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the term of the Lease is hereby extended for a period commencing on March 1, 2018 and continuing through February 29, 2020, upon the same terms and conditions as the original Lease Agreement and subsequent Amendments except the Lease shall be amended and modified as follows:

1. Special Provisions. Special Provisions 10(e) of the Lease is hereby amended and modified as follows:

(e)The LESSOR, LESSEE and DBA agree that should the Lease and any applicable amendments expire prior to the execution of this amendment agreement, the parties agree that the Lease and any applicable previous amendments are hereby reinstated and ratified upon this Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of this Amendment Agreement shall govern in the event of conflict or inconsistencies, or both.

The Lease Agreement as hereby amended, modified and extended is hereby ratified and confirmed by the parties hereto as being in full force and effect.

This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

Executed as of the date first hereinabove set out.

LESSOR:

ARKANSAS DEPARTMENT OF HUMAN  
SERVICES -DEVELOPMENTAL  
DISABILITIES SERVICES

By: \_\_\_\_\_  
Randy Lavery, Board Chairman

Date: \_\_\_\_\_

LESSEE:

WALLACE BROWN AND/OR  
MATTHEW JOHNSON

By: \_\_\_\_\_  
Wallace Brown

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Matthew Johnson

Date: \_\_\_\_\_

DIVISION OF BUILDING AUTHORITY  
As Agent for DHS - Developmental Disabilities Services

By: \_\_\_\_\_  
Wes Lacewell, Administrator of  
Real Estate Services

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Anne W. Laidlaw, Director

Date: \_\_\_\_\_

## PIPELINE EASEMENT AND RIGHT-OF-WAY AGREEMENT

This Pipeline Easement and Right-of-Way Agreement ("Easement") is entered into by:

GRANTOR: STATE OF ARKANSAS, DEPARTMENT OF HUMAN SERVICES, DIVISION OF  
DEVELOPMENTAL DISABILITIES SERVICES BOARD  
P.O. BOX 1437, SLOT N501, LITTLE ROCK, AR 72203

and

GRANTEE: ARKANSAS OKLAHOMA GAS CORPORATION  
7810 SHAFFER PARKWAY, SUITE 120  
LITTLETON, CO 80127

Legal Description of Property Subject to Easement ("Property"):

W 1/2 of SW 1/4; SW 1/4 of NW 1/4; NE 1/4 of NW 1/4; Part of NE 1/4, north of Hwy. #23; Part SE 1/4 of NW 1/4; Part SW 1/4 of NE 1/4 and Part NE 1/4 of NE 1/4, all in Section 21 (See Deed Record Book #44, Page 172 for metes and bounds description), containing 203 Acres.

County of LOGAN, State of ARKANSAS

Property Address: N/A

Legal Description of Easement: See Exhibit A.

**After recording, return to:**  
Arkansas Oklahoma Gas Corp.  
Attn: Manager, Drafting  
P.O. Box 2414  
Fort Smith, AR 72902

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and conveys to Grantee, its successors and assigns, a right-of way and easement for a pipeline and all necessary appurtenances in, across, under, over, and through the Property ("Easement") under the following terms and conditions:

1. Grantor hereby gives, grants, bargains, and conveys with Warranty Covenants to Grantee, its successors, and assigns, a free and unobstructed perpetual Permanent Easement (as defined below) and Temporary Easement (as defined below), in the area of the Property generally described in Exhibit A, which is attached hereto and incorporated herein by this reference. The Easement includes all the rights and privileges enumerated in this agreement and those that are reasonably necessary or desirable to the full enjoyment and use of the Easement. The Temporary easement and Permanent Easement are sometimes referred to together in this Agreement as the "Easement". The Easement is 20' wide during construction ("Construction and Maintenance Width") reverting to a permanent 10' width after completion of construction and restoration (the "Permanent Width"). The Temporary Easement is located in the area delineated on Exhibit A as the Construction and Maintenance Width (i.e., the widest easement

area) during construction and maintenance. The "Permanent Easement" is located in the area delineated on Exhibit A as the Permanent Width (with minor variances and allowances for geographic features and other improvements located on the Property) and after construction in the location as measured by Grantee using the actual as-built pipeline location as the centerline of such Permanent Easement.

2. Within the area of the Permanent Easement Grantee may lay, construct, inspect, maintain, repair, operate, replace, relocate, and abandon in place (in accordance with federal, state and local requirements), in whole or in part, a pipeline (this term may include more than one actual pipe and other conduits). Grantee may from time to time utilize such pipeline for the transportation of gas in all of its forms which can be transported through a pipeline and other materials and substances, including, without limitation, substances used to test and maintain the pipes, and all appurtenant facilities thereto, including, without limitation, markers, as required by any applicable federal, state, or local code, rule or regulation, which may be located above or below ground, and all other installations, improvements, and appurtenances located above or below ground, as may be necessary or convenient in the operation of said pipeline (hereafter, such pipeline and all related installations, improvements and appurtenances necessary or convenient and related to the pipeline and its use, operation, maintenance, and replacement, the "Pipeline Facilities," all of which shall be and remain the property of Grantee regardless of the character of the property as real or personal property fixtures), across and under the Property or other property in which Grantor has an interest.

3. Grantor has the right to grant and convey the Easement and will in good faith promptly and reasonably cooperate with Grantee in providing such further assurances pertaining to the Easement as may be reasonably required, including, without limitation, the execution and delivery of further documents that are necessary or desirable to fulfill Grantee's purposes. Grantee shall have quiet possession of the Easement and all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, without limitation, (i) all rights and benefits not enumerated herein but that are reasonably necessary or desirable for the full enjoyment and use of the Easement and Pipeline Facilities, and (ii) the free right of access for all purposes related to the Easement across and under the Property, including easement and other access rights possessed by Grantor, allowing Grantee complete ingress and egress privileges to enter and exit from the Easement areas, and the right from time to time to cut all trees and undergrowth and remove other obstructions in either the Permanent or Temporary Easement that in Grantee's sole judgment may injure, endanger or interfere with the use and operation of the Pipeline Facilities and its rights under this Easement. To the extent Grantee determines it practicable, such ingress and egress should be over such roads or ways as may exist at the time of each particular exercise of Grantee's rights hereunder. Grantor hereby reserves the right, subject to Grantee's rights and privileges, to use the Easement area in any manner, other than for the purposes granted to Grantee herein, which purposes are exclusive to Grantee. Grantor's use of the Easement herein reserved shall not prevent or interfere with the exercise by Grantee of its rights hereunder and shall not interfere with the safety, operation, or maintenance of the Pipeline Facilities or otherwise violate any safety or health regulations and laws applicable thereto. In no event will Grantor, without the prior written consent of Grantee, construct, or permit to be constructed, any house, building, pipeline, utility line(s) or any other structure or facility on, over, or within the boundaries of the Easement, or change the grade or, remove dirt from, or impound water over the surface of the Easement. The Easement areas shall also include the areas generally shown on Exhibit A to comply with any environmental protection and other regulatory authority requirements for maintaining required buffers and setbacks related to existing drainage routes, creeks, streams, well sites, pipelines and other utilities or any other environmental concerns.

4. The Temporary Easement shall be for the purposes of and use as temporary workspace adjacent to both sides of the Permanent Easement area to facilitate the construction, maintenance and repair/replacement of the Pipeline Facilities which is generally shown on the attached Exhibit A and described as Temporary Easement, and maintenance and repairs and replacements from time to time. The

Temporary Easement will expire after the Pipeline Facilities are initially placed in service, except to the extent and for the time necessary from time to time to satisfy any and all requirements and conditions of any governmental or regulatory authority with authority or purview over permits, construction, etc., or the Pipeline Facilities, and any maintenance or repair/replacement work as reasonably determined by Grantee.

5. This Agreement and Easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. The burden of the Easement and rights hereby granted shall run with the Property and shall pass automatically to successive owners of the Property. The benefit of the Easement and rights hereby granted is appurtenant to and shall initially benefit the other real estate interests of Grantee, but may further, at the option of Grantee, be further transferred in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee in gross, it being the specific intent of the parties that such benefits may be assigned or transferred to any successors or assignees of Grantee that own or operate the Pipeline Facilities from time to time.

6. After construction is complete, Grantee is only entitled to access on the Permanent Easement and access areas, not on any other part of the Property unless permission is granted, or in the event of an emergency, except to the extent the Temporary Easement is in effect from time to time as set forth elsewhere in this Agreement. The Grantor hereby reserves the right of ingress and egress over and across the Easement described herein, for the use and benefit of the Grantor, his/her successors or assigns, subject to the limitations set forth elsewhere in this Agreement.

7. At the conclusion of each of Grantee's entry on the Permanent Easement and the Temporary Easement, Grantee shall restore the Property as nearly as is reasonably practicable to the condition it was in prior to such entry. In addition, in the course of restoration, Grantee agrees to restore the surface of the Permanent Easement and the Temporary Easement with grass seed. Nothing herein shall require Grantee to replace trees removed or pruned with trees of similar size or quality. Replacement and restoration obligations as to trees shall be limited to replanting of similar types of a size and configuration chosen by Grantee, unless otherwise agreed to in writing by Grantee.

8. In the event that washouts, erosion or other natural causes require a relocation of some portion of the Pipeline Facilities, Grantee shall have the right to relocate the Pipeline Facilities in a reasonable manner, at Grantee's expense, including a re-survey of the Easement location, if necessary.

9. Grantee may request and Grantor shall consent in writing to the grant of such additional licenses or easements to unrelated third-party utilities, including but not limited to electrical utilities, as may be reasonably necessary for the safety, operation, or maintenance of the Grantee's Pipeline Facilities.

10. It is acknowledged that Exhibit A may be modified in order to depict the actual final or relocated location of the Easement area in accordance with this Agreement's terms and the modified Exhibit A shall be effective upon its delivery to Grantor and may be recorded solely by Grantee at its option to replace in the title records the existing Exhibit A attached hereto.

WITNESS THE EXECUTION OF THE EASEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Grantor: (if individual)

Grantor: (if entity)

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss.

PERSONALLY APPEARED the above-named \_\_\_\_\_, of \_\_\_\_\_ as aforesaid, and acknowledged the foregoing instrument to be her/his free act and deed in her/his said capacity and the free act and deed of said corporation/limited liability company/other.

Before me,

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**EXHIBIT A**

**DESCRIPTION OR APPROXIMATE LOCATION OF EASEMENT**

A ten foot (10') permanent Arkansas Oklahoma Gas (AOG) easement across part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 21, Township 5 North, Range 28 West, Logan County, Arkansas, easement lines to extend or shorten to property lines, said easement being five feet (5.0') each side of a natural gas pipeline as constructed, the East line of said easement being more particularly described as follows:

Beginning at a point approximately 40.00' West of the Northeast corner of said SW1/4 of the NW1/4, said point being on the North line thereof; thence in a Southerly direction parallel with an existing Roadway Easement a distance of approximately 990.00' to a point on the North right of way line of Highway 23, said point being a pipe fence post and the Point of Terminus, having a total distance of approximately 990.00' (60.00 rods), more or less, with right of ingress and egress to and from the same.

A ten foot (10') wide temporary construction easement, which shall terminate following completion of construction, parallel and adjacent to the West line of the above described permanent AOG easement, shall be available to Grantee for any and all actions described in paragraph one.

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United States Department of Agriculture

Research, Education, and Economics  
Agricultural Research Service

March 12, 2018

Director  
Developmental Disabilities Services  
P.O. Box 1437, Slot N501  
Little Rock, Arkansas 72203

Dear Sir/Madam:

This concerns the long-term lease #57-7MNI-9-08 for approximately 2,214 acres of land located in Logan County, Arkansas between the State of Arkansas, Board of Developmental Disabilities Services Board (DDS) and the United States Department of Agriculture (USDA), Agricultural Research Service (ARS). This leased land is currently supporting the USDA, ARS, Dale Bumpers Small Farms Research Center.

In accordance with Article 5 of the long-term lease, ARS is requesting your permission for the following improvements/alterations:

- Demolish multiple existing well houses and replace with new structures
- Replace flooring structure and HVAC in USDA Leased Cooper Barn
- Install Emergency Backup Generator on site
- Replace miscellaneous fencing for the care of animals

These capital improvements will be funded and maintained solely by ARS. We would appreciate consideration of the above request and approval.

If you have any questions, please contact me at [perry.rainosek@ars.usda.gov](mailto:perry.rainosek@ars.usda.gov) or 713-798-7034.

Approved

Disapproved

Approving Official: \_\_\_\_\_

Date: \_\_\_\_\_

Sincerely,

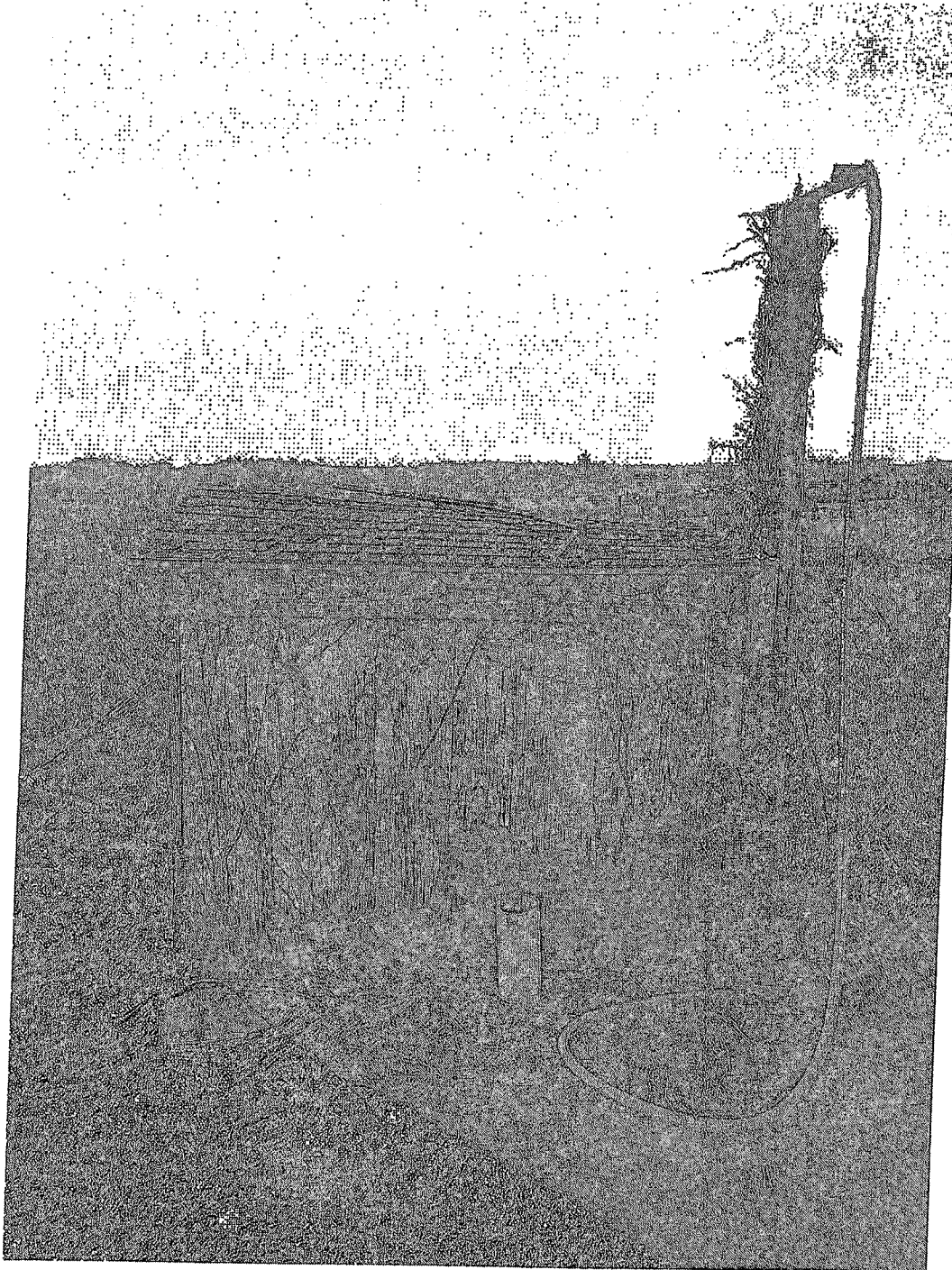
PERRY RAINOSEK  
Administrative Officer

cc:

L. Baete, ARS EBSC Realty

J. Adams, ARS RPMB Realty

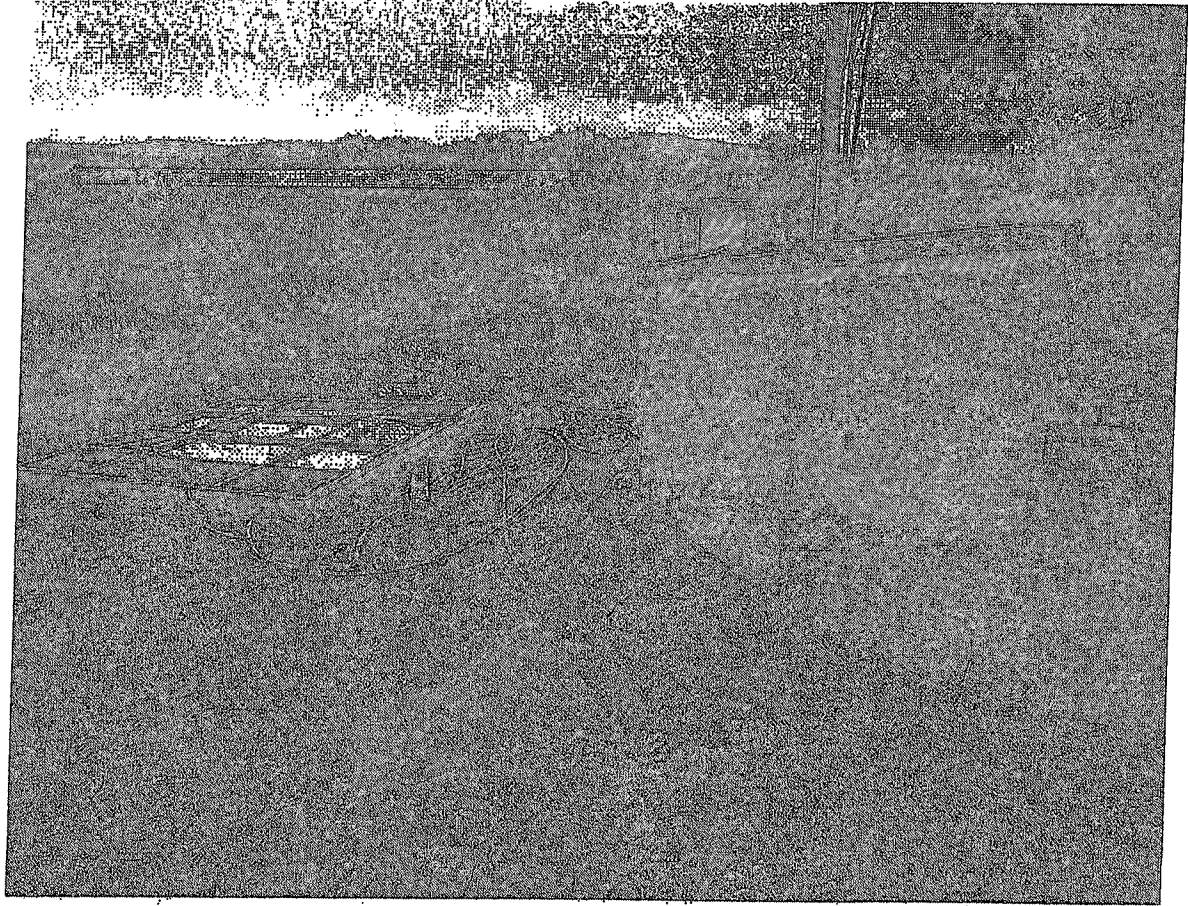
Well house Central Unit 622700S003



Old Sheep Barn Well House 622700S004



Well House behind Headquarters 622700S005



Cooper Barn Floor Replacement 622700B005

