

**City of Fayetteville Staff Review Form**

**2021-0176**

**Legistar File ID**

**3/16/2021**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Byron Humphry

2/26/2021

PARKS & RECREATION (520)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

A resolution approving a lease contract with Jeff Price on 54.55 acres of land adjacent to Lake Sequoyah for purposes of pasturing cattle and horses and cutting and baling hay.

**Budget Impact:**

Account Number	Fund
Project Number	Project Title
Budgeted Item? <u>NA</u>	Current Budget      \$            -
	Funds Obligated      \$            -
	Current Balance <span style="border: 1px solid gray; padding: 2px;">\$            -</span>
Does item have a cost? <u>No</u>	Item Cost
Budget Adjustment Attached? <u>NA</u>	Budget Adjustment
	Remaining Budget <span style="border: 1px solid gray; padding: 2px;">\$            -</span>

V20180321

Purchase Order Number: \_\_\_\_\_

Previous Ordinance or Resolution # **45-11** \_\_\_\_\_

Change Order Number: \_\_\_\_\_

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

Original Contract Number: \_\_\_\_\_

Comments:



**MEETING OF MARCH 16, 2021**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Connie Edmonston, Parks and Recreation Director

**FROM:** Byron Humphry, Park Maintenance Superintendent

**DATE:** February 26, 2021

**SUBJECT:** A resolution approving a lease contract with Jeff Price on 54.55 acres of land adjacent to Lake Sequoyah for purposes of pasturing cattle and horses and cutting and baling hay.

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**RECOMMENDATION:**

A resolution approving a lease contract with Jeff Price on 54.55 acres of land adjacent to Lake Sequoyah for purposes of pasturing cattle and horses and cutting and baling hay.

**BACKGROUND:**

In 1958, the City began purchasing land around what is now Lake Sequoyah as a water supply. Certain landowners were given a license agreement to continue to utilize the property for grazing and/or hay production. These license agreements were specified to previous property owners for their lifetime and/or the lifetime of their heirs. One such lease was given to the Shofner family in 1960 for the lifetime of Hal L., William Keith, Alice Ruth, William Keith Jr., and Robert Wallace Shofner. Currently, William Keith Shofner holds a claim to a lifetime license agreement for 169.8 acres on the south side of Lake Sequoyah.

In 1999, it was determined that 82.55 acres adjacent to the Shofner lifetime lease, land that was formerly held in a lifetime license agreement by the Miller family, was deteriorating and illegal activity was occurring which included poaching, four wheeling, discharge of firearms, boat launching, and fishing without permit. At this time William Keith Shofner, Jr. offered to build new fencing around the Miller property and provide gated access through his current lifetime lease property. The City agreed to a 2-year lease, renewable for 8 one-year terms which would allow Shofner to pasture cattle and/or horses and to bale and remove hay. The lease also allowed Shofner access to remote areas of his lifetime lease area. In exchange, Shofner agreed to build and maintain fencing on the property, maintain the premises in a good condition, and prevent unauthorized access and hunting. Through this lease, the City gained a steward of the land that provided security and maintenance.

In 2000, it was determined that the land to the east of the old Miller property (54.55 acres) was also deteriorating and illegal activity was occurring similar to the former condition of the old Miller property. Shofner approached the City to lease the 54.55 acre tract to maintain the land

and deter illegal activity. Jeff Price also expressed interest in leasing this property because he owns all of the land to the south of the 54.55 acre tract. Price owns approximately 285 acres. Since both gentlemen were interested in leasing the property, bids were taken and the lease was awarded to Jeff Price for \$2,600 per year. In addition, Mr. Price agreed to build and maintain a fence on the property, maintain the property in good condition, and prevent unauthorized access and hunting. The City agreed to a 2 year lease, renewable for 8 one-year terms.

In 2011, the aforementioned leases expired. Due to both gentlemen being in good standing with the City over the course of their previous 10-year lease agreements, the leases were renewed for an additional 10-year period with the addition that Shofner paid \$2,000 annually for the lease.

**DISCUSSION:**

The Price lease expires on March 15, 2021. The Parks Department would like to renew the lease to Mr. Price for the following reasons:

- Mr. Price is in good standing with the City over the course of the previous two 10-year lease periods.
- The lease property is essentially landlocked to anyone else other than Price. Price owns approximately 285 acres that is adjacent to the 54.55 acre lease area and is the only means of access.
- Both the former two 10-year leases were of great benefit to the City providing maintenance and deterring illegal activity in this remote area at Lake Sequoyah.

The renewed lease agreement would be for a 4-year term with the option to automatically renew for two additional 4-year terms. The City reserves the right to access the lease area and to build trails and public access across the lease areas if so desired. If the City desires all the lease area for recreational purposes, the City can cancel the lease at any time with 90 days written notice.

**BUDGET/STAFF IMPACT:**

In addition to the upkeep and management of the leased area, Mr. Price also pays \$2,600 annually for the lease.

**Attachments:**

Price Lease Agreement  
Resolution 45-11

## City of Fayetteville Lake Sequoyah Lease Agreement

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This **Agreement** executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called “the City” and Jeff Price, hereinafter called “Mr. Price”. This agreement is for approximately 54.55 acres of unused land adjacent to Lake Sequoyah.

**Whereas**, Mr. Price is the owner of approximately 285 acres of land which adjoins land owned by the City adjacent to Lake Sequoyah; and

**Whereas**, the aforementioned 54.55 acres of land owned by the City is landlocked and adjacent to the 285 acres of land owned by Mr. Price; and

**Whereas**, illegal activity including poaching, four wheeling, discharge of firearms, boat launching, and fishing has been deterred under the prior two 10-year agreements; and

**Whereas**, Mr. Price is in good standing with the City from the prior two 10-year agreements and the agreements were of great benefit to the City.

**Now, Therefore**, the City and Mr. Price hereby agree as follows:

1. The City hereby agrees to allow Mr. Price to utilize, the following described property(s) situated in Washington County, Arkansas, described in Exhibit A attached hereto and made a part thereof.
2. The term of this agreement shall be for a period of four (4) years commencing on the execution date hereof. However, the agreement may be automatically renewed for two (2) four (4) year terms upon agreement by both the City and Mr.

Price. Provided, either party may terminate this agreement at any time for any reason for all or any portion of the demised premises by giving the other party ninety (90) days written notice by regular mail at that party's regular mailing address.

3. In consideration for the City leasing the demised premises to Mr. Price, Mr. Price agrees to pay the City \$2,600 per year. Payment is to be made by January 1 of each year.
4. Mr. Price shall use the demised premises solely to provide pasture for Mr. Price's cattle and/or horses and to bale and remove hay. When baled, any hay shall immediately become the property of Mr. Price.
5. Mr. Price shall fertilize the demised premises so that, upon expiration of this agreement, the demised premises shall be in as good condition as on the execution date hereof. Fertilizer should be applied in accordance to applicable local and states laws.
6. Mr. Price shall not remove, nor permit to be removed, any tree on the demised premises.
7. Mr. Price shall not hunt, or permit any other person to hunt, on the demised premises.
8. During the term of this agreement, the City shall have the right to construct walking paths in close proximity to Lake Sequoyah which walking paths shall constitute a public easement for use by the public. If such walking paths conflict with grazing cattle and/or horses, Mr. Price shall exclude cattle and/or horses from the trail premises.
9. The City shall have the right to enter the demised premises at any time for the purpose of inspecting the property, surveying, or constructing walkways; and the City shall not be liable to Mr. Price for damages as a result of such entry, surveying, or construction.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**CITY OF FAYETTEVILLE, ARKANSAS**

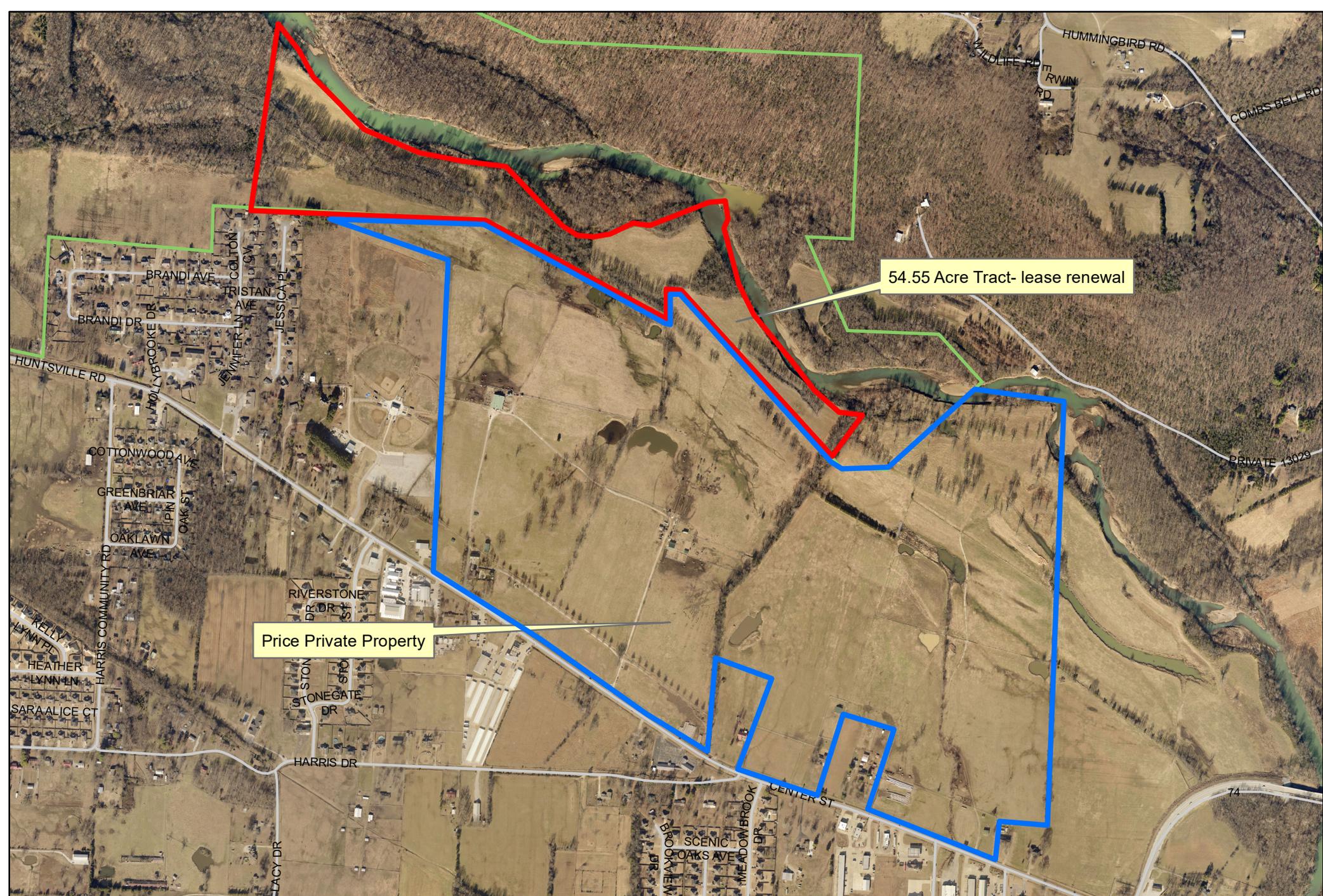
By: \_\_\_\_\_  
Lioneld Jordan, Mayor

**ATTEST:**

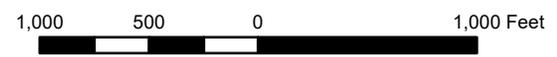
By: \_\_\_\_\_  
Kara Paxton, City Clerk

**MR. JEFF PRICE**

By:  \_\_\_\_\_  
Jeff Price



**Exhibit A**  
**Jeff Price Lease Agreement**  
**54.55 Acre Tract - red outline**  
**Price property - blue outline**  
**Park boundary - green outline**



**RESOLUTION NO. 45-11**

A RESOLUTION APPROVING A LEASE CONTRACT WITH JEFF PRICE ON 54.55 ACRES OF LAND ADJACENT TO LAKE SEQUOYAH FOR PURPOSES OF PASTURING CATTLE AND HORSES, AND CUTTING AND BALING HAY

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

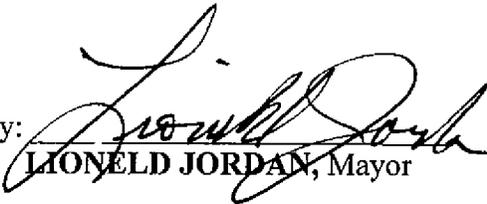
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a lease contract with Jeff Price, a copy of which is attached as Exhibit "A", concerning 54.55 acres of land described therein adjacent to Lake Sequoyah for purposes of pasturing cattle and horses, and cutting and baling hay.

**PASSED** and **APPROVED** this 15<sup>th</sup> day of March, 2011.

APPROVED:

ATTEST:

By:

  
LIONELD JORDAN, Mayor

By:

  
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville  
Lake Sequoyah Lease Agreement

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This **Agreement** executed this 15<sup>th</sup> day of March, 2011, between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called "the City" and Jeff Price, hereinafter called "Mr. Price". This agreement is for approximately 54.55 acres of unused land adjacent to Lake Sequoyah.

**Whereas**, Mr. Price is the owner of approximately 285 acres of land which adjoins land owned by the City adjacent to Lake Sequoyah; and

**Whereas**, the aforementioned 54.55 acres of land owned by the City is landlocked and adjacent to the 285 acres of land owned by Mr. Price ; and

**Whereas**, illegal activity including poaching, four wheeling, discharge of firearms, boat launching, and fishing has been deterred under the prior 10 year agreement; and

**Whereas**, Mr. Price is in good standing with the City from the prior 10 year agreement and the agreement was of great benefit to the City.

**Now, Therefore**, the City and Mr. Price hereby agree as follows:

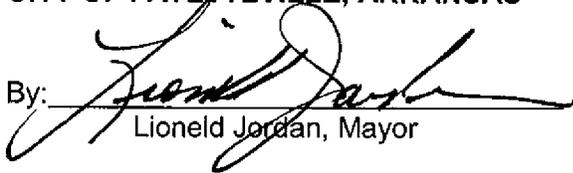
1. The City hereby agrees to allow Mr. Price to utilize, the following described property(s) situated in Washington County, Arkansas, described in Exhibit A attached hereto and made a part thereof.
2. The term of this agreement shall be for a period of two (2) years commencing on the execution date hereof. However, the agreement may be automatically renewed for eight (8) one (1) year terms upon agreement by both the City and

Mr. Price. Provided, the City may terminate this agreement at any time for all or any portion of the demised premises by giving Mr. Price ninety (90) days written notice by regular mail at Mr. Price's regular mailing address if the City determined that said premises are needed for public park purposes.

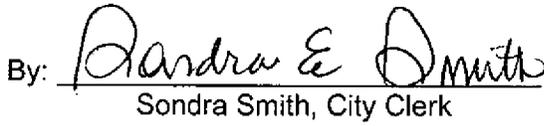
3. In consideration for the City leasing the demised premises to Mr. Price, Mr. Price agrees to pay the City \$2,600 per year. Payment is to be made by January 1 of each year.
4. Mr. Price shall use the demised premises solely to provide pasture for Mr. Price's cattle and/or horses and to bale and remove hay. When baled, any hay shall immediately become the property of Mr. Price.
5. Mr. Price shall fertilize the demised premises so that, upon expiration of this agreement, the demised premises shall be in as good condition as on the execution date hereof. Fertilizer should be applied in accordance to applicable local and states laws.
6. Mr. Price shall not remove, nor permit to be removed, any tree on the demised premises.
7. Mr. Price shall not hunt, or permit any other person to hunt, on the demised premises.
8. During the term of this agreement, the City shall have the right to construct walking paths in close proximity to Lake Sequoyah which walking paths shall constitute a public easement for use by the public. If such walking paths conflict with grazing cattle and/or horses, Mr. Price shall exclude cattle and/or horses from the trail premises.
9. The City shall have the right to enter the demised premises at any time for the purpose of inspecting the property, surveying, or constructing walkways; and the City shall not be liable to Mr. Price for damages as a result of such entry, surveying, or construction.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**CITY OF FAYETTEVILLE, ARKANSAS**

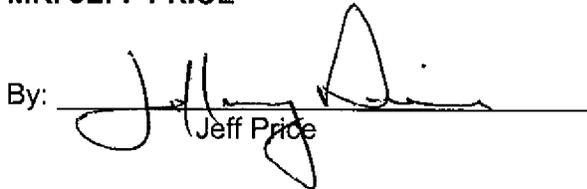
By:   
Lioneld Jordan, Mayor

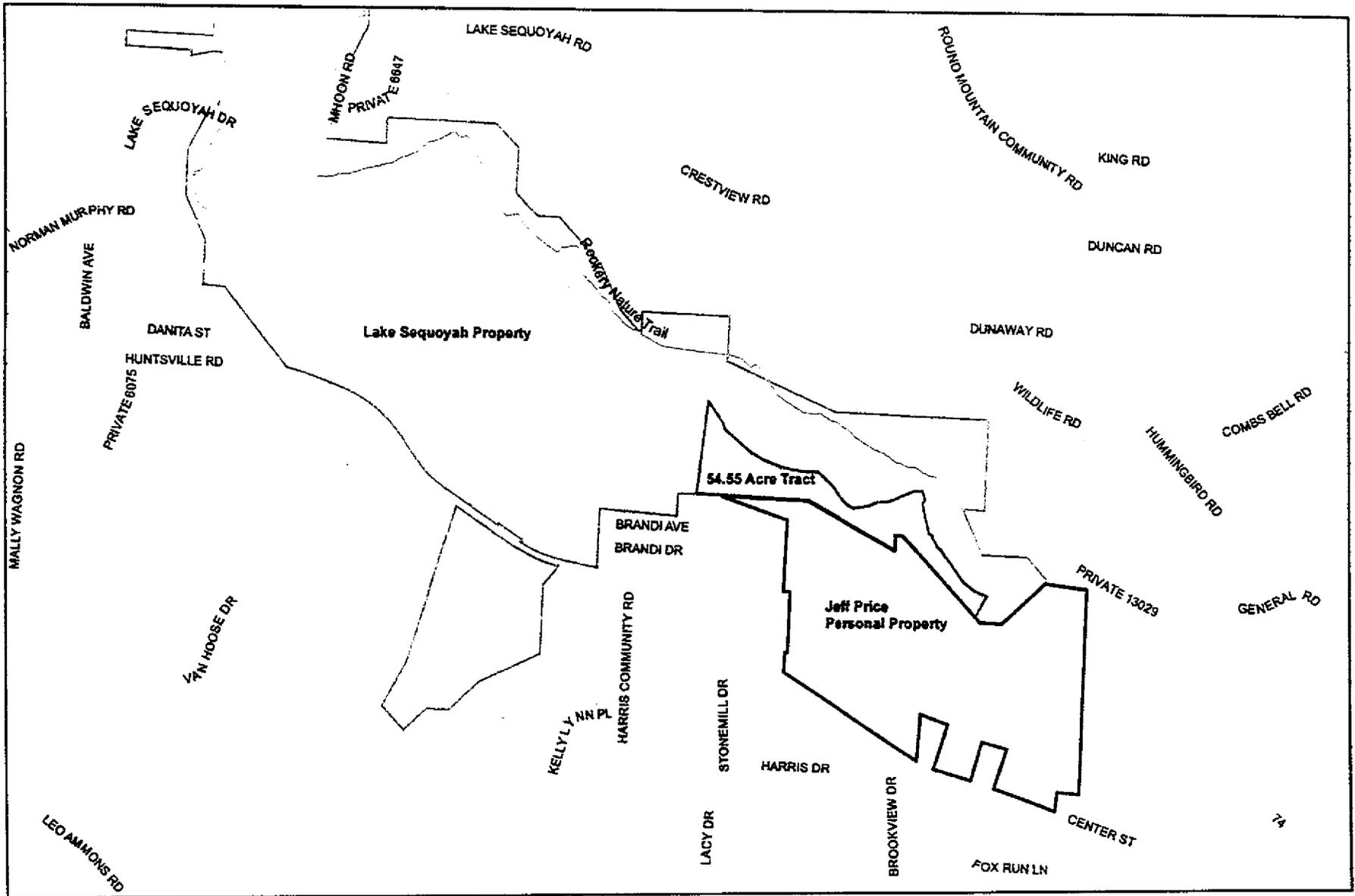
**ATTEST:**

By:   
Sondra Smith, City Clerk

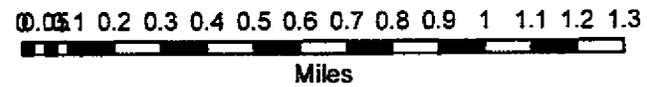


**MR. JEFF PRICE**

By:   
Jeff Price



**Exhibit A**  
 Jeff Price Lease Agreement  
 Lake Sequoyah property - green outline  
 54.55 acre tract - red outline  
 Jeff Price property - blue outline





A.7 Revised

Handed out  
at Agenda Session

Fayetteville  
ARKANSAS

3/8/11

THE CITY OF FAYETTEVILLE, ARKANSAS  
PARKS AND RECREATION DEPARTMENT  
113 West Mountain  
Fayetteville, AR 72701  
P (479) 444-3471 F (479) 521-7714

[www.accessfayetteville.org](http://www.accessfayetteville.org)

TO: Mayor Jordan  
THRU: Don Marr, Chief of Staff  
Connie Edmonston, Parks and Recreation Director  
FROM: Byron Humphry, Parks Maintenance Superintendent  
DATE: March 3, 2011  
RE: Lake Sequoyah Lease Agreement to William Keith Shofner, Jr. and Jeff Price

In 1958 the City began purchasing land around Lake Sequoyah as a water supply. Certain landowners were given a license agreement to continue to utilize the property for grazing and/or hay production. These license agreements were specified to previous property owners for their lifetime and/or the lifetime of their heirs. One such lease was given to the Shofner family in 1960 for the lifetime of Hal L., William Keith, Alice Ruth, William Keith Jr., and Robert Wallace Shofner. Currently William Keith Shofner holds claim to the lifetime license agreement.

In 1999, it was determined that 82.55 acres adjacent to the Shofner lifetime lease (see attached map), land that was formerly held in a lifetime license agreement by the Miller family, was deteriorating and illegal activity was occurring which included poaching, four wheeling, discharge of firearms, boat launching, and fishing without permit. At this time William Keith Shofner, Jr. offered to build new fencing around the Miller property and provide gated access through his current lifetime lease property. The City agreed to a 2 year lease, renewable for 8 one-year terms which would allow Shofner to pasture cattle and/or horses and to bale and remove hay. The lease also allowed Shofner access to remote areas of his lifetime lease area. In exchange, Shofner agreed to build and maintain fencing on the property, maintain the premises in a good condition, and prevent unauthorized access and hunting. Through this lease, the City gained a steward of the land that provided security and maintenance.

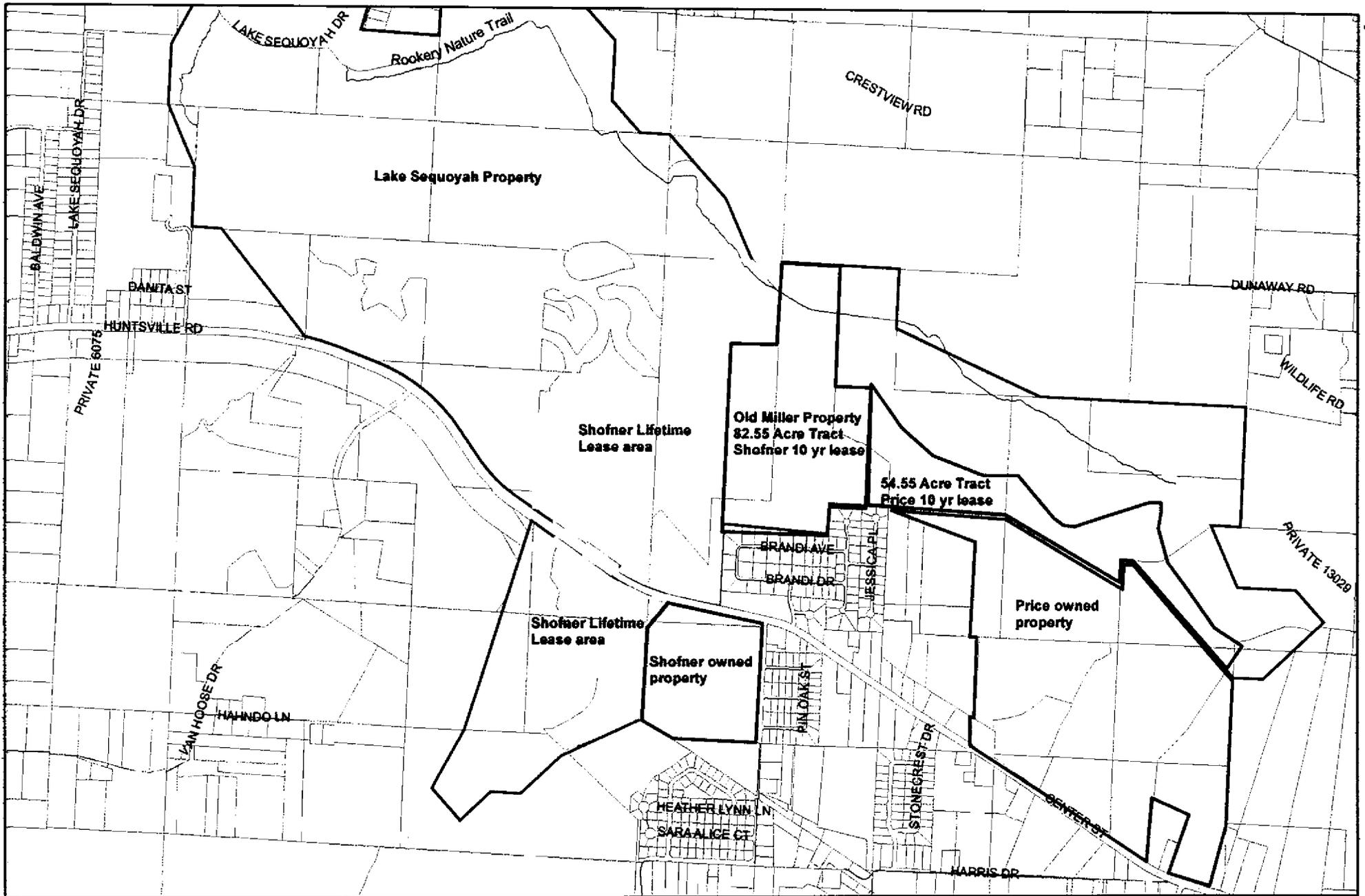
In 2000, it was determined that the land to the east of the old Miller property (54.55 acres) was also deteriorating and illegal activity was occurring similar to the former condition of the old Miller property. Shofner approached the City to lease the 54.55 acre tract to maintain the land and deter illegal activity. Jeff Price also expressed interest in leasing this property because he owns all of the land to the south of the 54.55 acres. Price owns approximately 285 acres. Since both gentlemen were interested in leasing the property, bids were taken and the lease was awarded to Jeff Price in which he offered a sum of \$2,600 per year. In addition to the annual payment, Mr. Price also agreed to build and maintain a fence on the property, maintain the property in a good condition, and prevent unauthorized access and hunting. The City agreed to a 2 year lease, renewable for 8 one-year terms.

Both of the Shofner and Price leases have expired. Due to both gentlemen being in good standing with the City over the course of their previous 10 year leases, and because each property is essentially landlocked to anyone else other than Shofner or Price, it is the desire of the Parks Department to renew the leases for the following reasons:

1. Shofner holds a lifetime lease adjacent to the 82.55 acres that he formerly leased.
2. Shofner needs the 82.55 acres to access his lifetime lease area with the City.

3. Price owns all of the land surrounding the 54.55 acres that he formerly leased from the City.
4. The 54.55 acres is only accessible to Shofner or Price.
5. Both of the former leases were of great benefit to the City providing maintenance and deterring illegal activity in this area at Lake Sequoyah. These illegal activities are all prohibited by City ordinance but are difficult to enforce without the lease agreement and the presence of the lessee tending to the land.
6. Both Shofner and Price were contacted and wish to continue their respective lease agreements under the previous terms with the exception that Shofner would pay the same rent per acre of pasture land as Price, which is approximately \$112 per acre. The 54.55 acres that Price leased is comprised of approximately 23 acres of pasture land whereas the 82.55 acres that Shofner leased is comprised of approximately 18 acres of pasture land. Therefore the new lease with Shofner will be for \$2,000 per year.

The Parks and Recreation Department therefore recommends that we renew our lease agreements with Mr. Shofner and Mr. Price for the same terms and duration as the previous leases that have expired with the exception that Mr. Shofner agrees to pay \$2,000 per year. The biggest value of these leases to the City is that these properties are maintained and illegal activity is deterred without an expense to the City.



**Shofner and Price Property and Leases**

- Lake Sequoyah Property - green outline
- Shofner lease 82.55 acre tract - red outline
- Shofner 169.8 acre lifetime lease - yellow outline
- Shofner property 40 acres - blue outline
- Price lease 54.55 acre tract - purple outline
- Price owned property 285 acres - teal outline

0.0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8 0.9 1



Miles



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING A LEASE CONTRACT WITH JEFF PRICE ON 54.55 ACRES OF LAND ADJACENT TO LAKE SEQUOYAH FOR PURPOSES OF PASTURING CATTLE AND HORSES, AND CUTTING AND BALING HAY

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a lease contract with Jeff Price, a copy of which is attached as Exhibit "A", concerning 54.55 acres of land described therein adjacent to Lake Sequoyah for purposes of pasturing cattle and horses, and cutting and baling hay.

**PASSED** and **APPROVED** this 15<sup>th</sup> day of March, 2011.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

TO: Mayor Jordan  
THRU: Don Marr, Chief of Staff  
Connie Edmonston, Parks and Recreation Director *C.E.*  
FROM: Byron Humphry, Parks Maintenance Superintendent *B.H.*  
DATE: March 3, 2011  
RE: Lake Sequoyah Lease Agreement to William Keith Shofner, Jr. and Jeff Price

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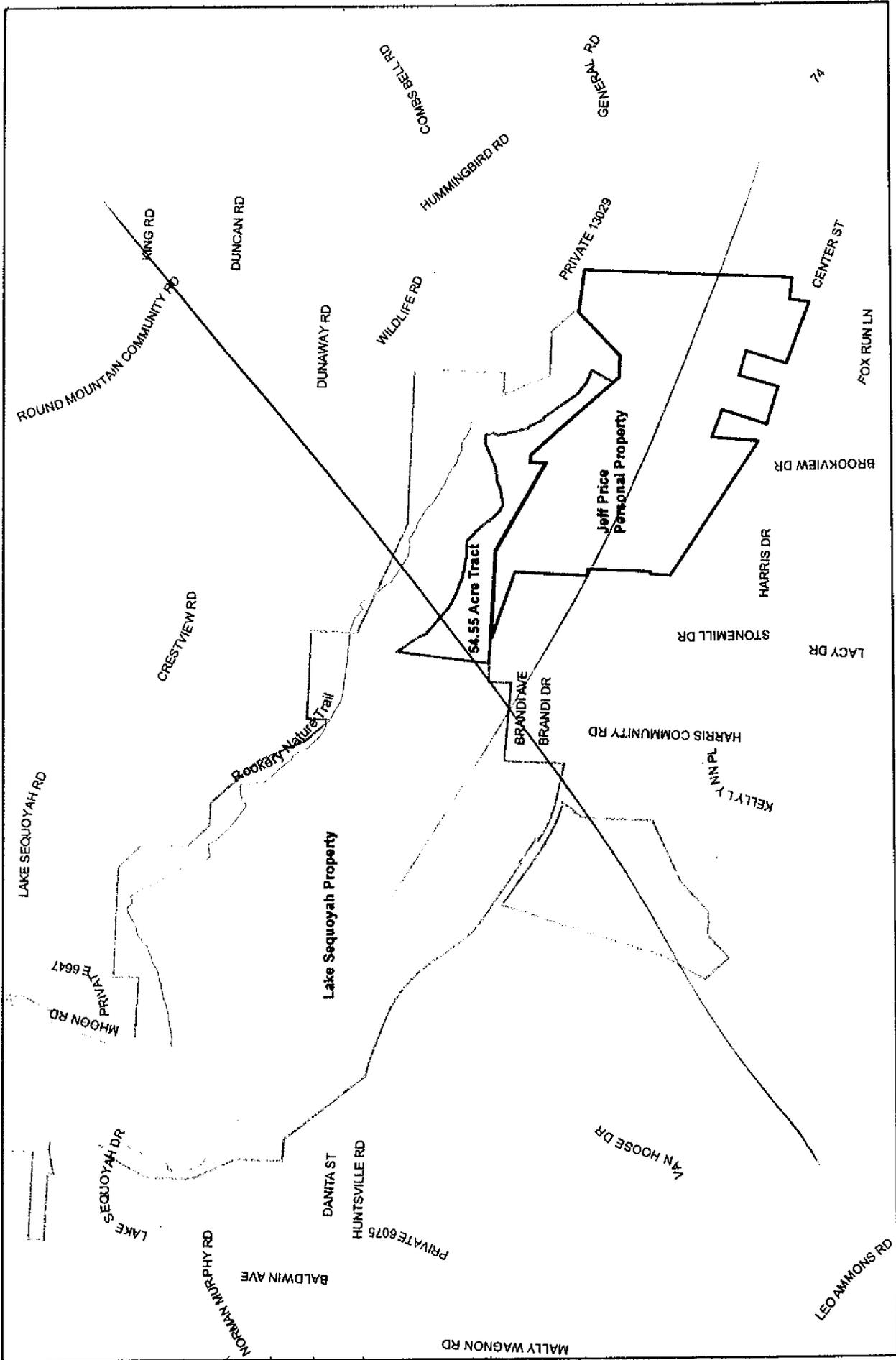
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Both of the Shofner and Price leases have expired. Due to both gentlemen being in good standing with the City over the course of their previous 10 year leases, and because each property is essentially landlocked to anyone else other than Shofner or Price, it is the desire of the Parks Department to renew the leases under the same terms that were agreed upon 10 years ago for the following reasons:

1. Shofner holds a lifetime lease adjacent to the 82.55 acres that he formerly leased.
2. Shofner needs the 82.55 acres to access his lifetime lease area with the City.

3. Price owns all of the land surrounding the 54.55 acres that he formerly leased from the City.
4. The 54.55 acres is only accessible to Shofner or Price.
5. Both of the former leases were of great benefit to the City providing maintenance and deterring illegal activity in this area at Lake Sequoyah. These illegal activities are all prohibited by City ordinance but are difficult to enforce without the lease agreement and the presence of the lessee tending to the land.
6. Both Shofner and Price were contacted and wish to continue their respective lease agreements under the previous terms.

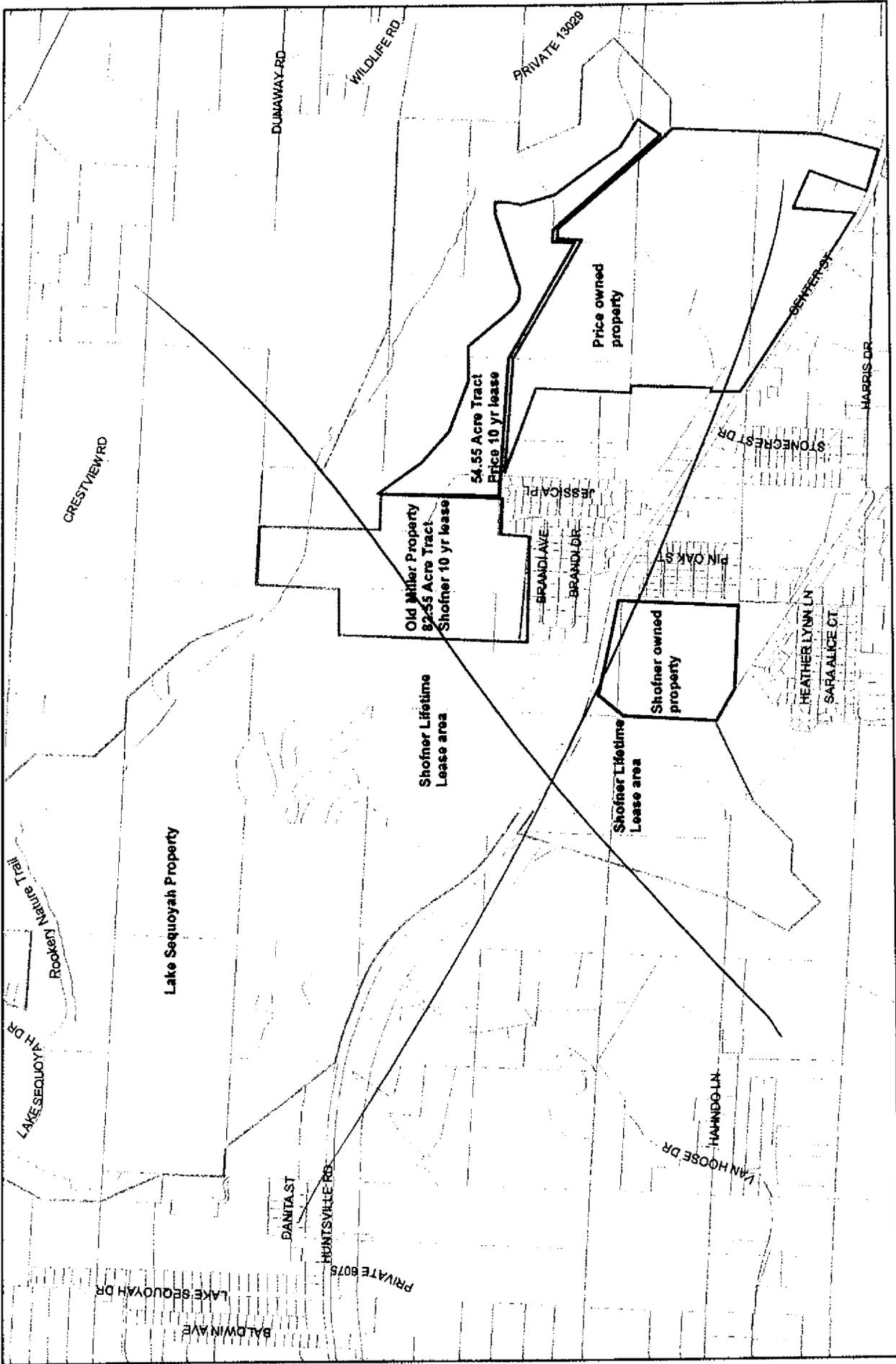
The Parks and Recreation Department therefore recommends that we renew our lease agreements with Mr. Shofner and Mr. Price for the same terms and duration as the previous leases that have expired. The biggest value of these leases to the City is that these properties are maintained and illegal activity is deterred without an expense to the City.



**Exhibit A**

- Jeff Price Lease Agreement
- Lake Sequoyah property - green outline
- 54.55 acre tract - red outline
- Jeff Price property - blue outline





**Shofner and Price Property and Leases**

- Lake Sequoyah Property - green outline
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