

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE AGRED FOUNDATION

SUBJECT: Routes of Public Access to the Waters of Lake Erling

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the United States of America (hereinafter "the Government"), represented by the District Engineer, U.S. Army Corps of Engineers, Vicksburg District, and The AGRED Foundation (hereinafter "AGRED"), represented by Eric H. Fletcher, its Chairman/President.

WITNESSETH THAT:

WHEREAS, the Government and the International Paper Company (hereinafter "IP") entered into an Act of Exchange, dated September 18, 1952 and recorded on October 22, 1952 in the Lafayette County, Arkansas, Clerk of Court's Office in Book R-9 at Page 561 (see Exhibit "A"), wherein the parties exchanged real estate interests enabling IP to construct an industrial water supply reservoir; and

WHEREAS, the said industrial water supply reservoir became known as Lake Erling; and

WHEREAS, the Act of Exchange provided, *inter alia*, that IP would "permit and grant access over its lands adjoining the water area over and through routes to be agreed upon and designated by [IP] and the United States"; and

WHEREAS, in 1956, soon after construction of Lake Erling was complete, IP established a park at the southeastern end of the Lake (see map attached as Exhibit "B") containing, among other improvements, campsites and a boat launch ramp (hereinafter "the Park"); and

WHEREAS, in 2013, IP assigned ownership of Lake Erling to AGRED, and AGRED agreed to assume the duties and obligations of operating Lake Erling, including operation of the Park's boat launch ramp, pursuant to an Assignment and Assumption Agreement dated November 1, 2013; and

WHEREAS, the Park's boat launch ramp has been continuously open to public use, without charge, from 1956 to the present; and

WHEREAS, AGRED was not assigned, and does not currently own, any other real property over which additional routes of public access within the meaning and scope of the Act of Exchange could be established;

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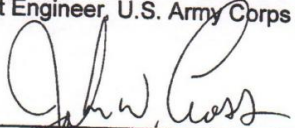
NOW THEREFORE, the parties memorialize the following understandings:

1. The Park's boat launch ramp is, has been, and will continue indefinitely to be a route of public access to Lake Erling within the meaning of the Act of Exchange.
2. The parties will inform the public that the Park's boat launch ramp has been designated a route of public access to the lake.
3. Designating the Park's boat launch ramp as a route of public access to the lake fulfills the parties' designation obligations in the Act of Exchange.
4. No other route of public access to the lake can now or may hereafter be designated by the parties because AGRED does not own or control any other real property over which additional routes may be established.
5. Nothing in this MOU is intended to create third-party rights enforceable against AGRED or the Government.
6. This serves to memorialize understandings between the United States of America, acting by and through the U.S. Army Corps of Engineers, Vicksburg District, and AGRED. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations and procedures. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by a representative of the parties and shall be independently authorized by appropriate statutory authority.
7. This MOU shall be disclosed in any future transfers or assignments of the real property subject to the Act of Exchange.
8. No change to the understandings set forth in this MOU will be made except by mutual consent of the parties, expressed in writing.
9. This MOU shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.
10. This MOU will be interpreted and applied in accordance with applicable Federal and Arkansas law.

IN WITNESS WHEREOF, the parties have executed this MOU, which shall become effective upon the date it is signed by the District Engineer, U.S. Army Corps of Engineers, Vicksburg District.



ERIC H. FLETCHER  
Chairman/President  
The AGRED Foundation



JOHN W. CROSS  
Colonel, Corps of Engineers  
District Engineer

December 16, 2015  
(Date)

22 DEC 2015  
(Date)



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CERTIFICATION REGARDING LOBBYING  
of  
The AGRED Foundation

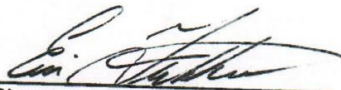
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



(Signature)  
ERIC H. FLETCHER  
Chairman/President

DATE: December 16, 2015