



OFFERED FOR SALE

## PLUM BAYOU WRP

A Recreational Investment Opportunity

609.8 (+/-) Surveyed Acres • Jefferson County, Arkansas

OFFERED BY



**AGRICULTURE | RECREATION | TIMBERLAND**

Traditional Brokerage + Sealed Bids + Consulting

LICENSED IN ARKANSAS, LOUISIANA, MISSISSIPPI, TEXAS AND TENNESSEE

**DISCLOSURE STATEMENT**

Lile Real Estate, Inc. is the listing agency for the owner of the property described within this offering brochure.

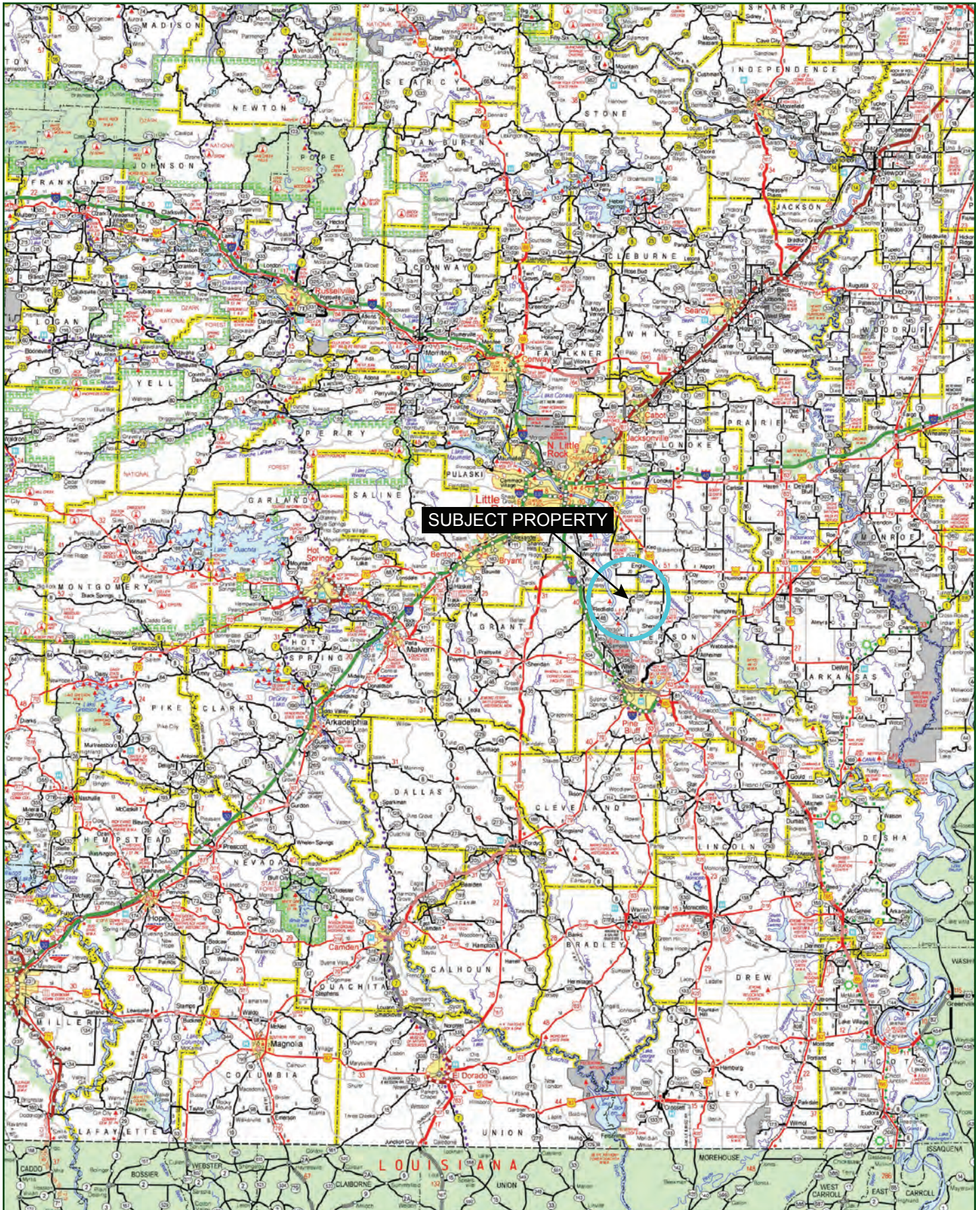
A representative of Lile Real Estate, Inc. must be present to conduct a showing. The management of Lile Real Estate, Inc. respectfully requests that interested parties contact us in advance to schedule a proper showing and do not attempt to tour or trespass on the property on their own. Thank you for your cooperation.

Some images shown within this offering brochure are used for representative purposes and may not have been taken on location at the subject property.

This offering is subject to errors, omissions, change or withdrawal without notice. All information provided herein is intended as a general guideline and has been provided by sources deemed reliable, but the accuracy of which we cannot guarantee.



## VICINITY MAP



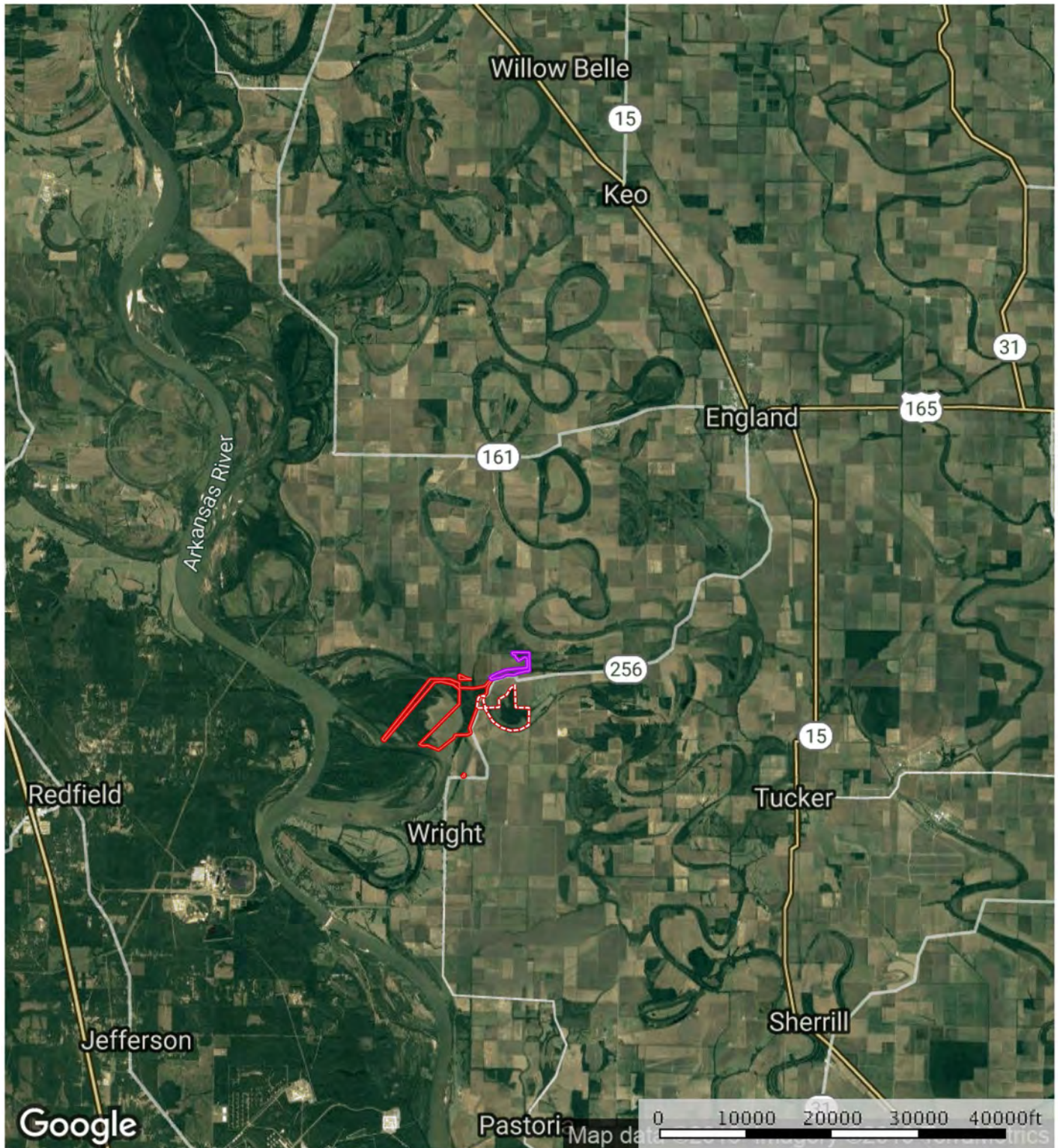


## PROPERTY SUMMARY

<b>Description:</b>	<p>The Plum Bayou WRP property provides year-round recreational opportunities and the access spot to get away from the city for rest and relaxation. The property consists of 609.8 surveyed acres, more or less, located in Jefferson County, just southwest of England. All of the acreage is enrolled in the Wetland Reserve Program (WRP) with the exception of four (4) out-holdings that are strategically placed across the ownership for future possible camp sites. This is a relatively rare opportunity as much of the acreage is highly sought after mature hardwood bottomland. There are numerous strategically located wildlife food plot openings. Great deer hunting opportunities exist on the property, and the frontage on the Arkansas River provides waterfowl hunting opportunities. Another benefit of the river frontage is the fishing opportunities and water sports that the river offers during the summertime.</p> <p>This year-round recreational property is being offered in tracts for \$1,800.00 per surveyed acre, or as a whole for \$1,097,640.00. To find out more about the Plum Bayou WRP, or to schedule a property tour please contact Gar Lile or Gardner Lile of Lile Real Estate, Inc. at 501-374-3411.</p>										
<b>Location:</b>	<p>England, Arkansas; Jefferson County; Eastern Central Region of Arkansas</p> <table><tr><td colspan="2">Mileage Chart</td></tr><tr><td>England</td><td>9 miles</td></tr><tr><td>Pine Bluff</td><td>24 miles</td></tr><tr><td>Stuttgart</td><td>35 miles</td></tr><tr><td>Little Rock</td><td>37 miles</td></tr></table>	Mileage Chart		England	9 miles	Pine Bluff	24 miles	Stuttgart	35 miles	Little Rock	37 miles
Mileage Chart											
England	9 miles										
Pine Bluff	24 miles										
Stuttgart	35 miles										
Little Rock	37 miles										
<b>Acreage:</b>	609.8 +/- acres										
<b>Improvements:</b>	Numerous deer stands are located throughout the property										
<b>Access:</b>	Arkansas State Highway 256										
<b>Real Estate Taxes:</b>	\$1,606.51 (estimated)										
<b>Mineral Rights:</b>	All mineral rights owned by the Seller, if any, shall transfer to the Buyer.										
<b>Recreation:</b>	Deer, duck, and squirrel hunting opportunities exist on the property.										
<b>Offering Price:</b>	<p>\$1,097,640.00 (\$1,800.00 Per Surveyed Acre)</p> <p><b>**Seller will entertain selling the property in individual tracts.</b></p>										
<b>Contact:</b>	Any questions concerning this offering, or to schedule a property tour should be directed to Gar Lile (mobile: 501-920-7015), or Gardner Lile (mobile: 501-658-9275) of Lile Real Estate, Inc.										

# AERIAL MAP I

Webb Family WRP  
Arkansas, AC +/-



Boundary 1 Boundary Boundary

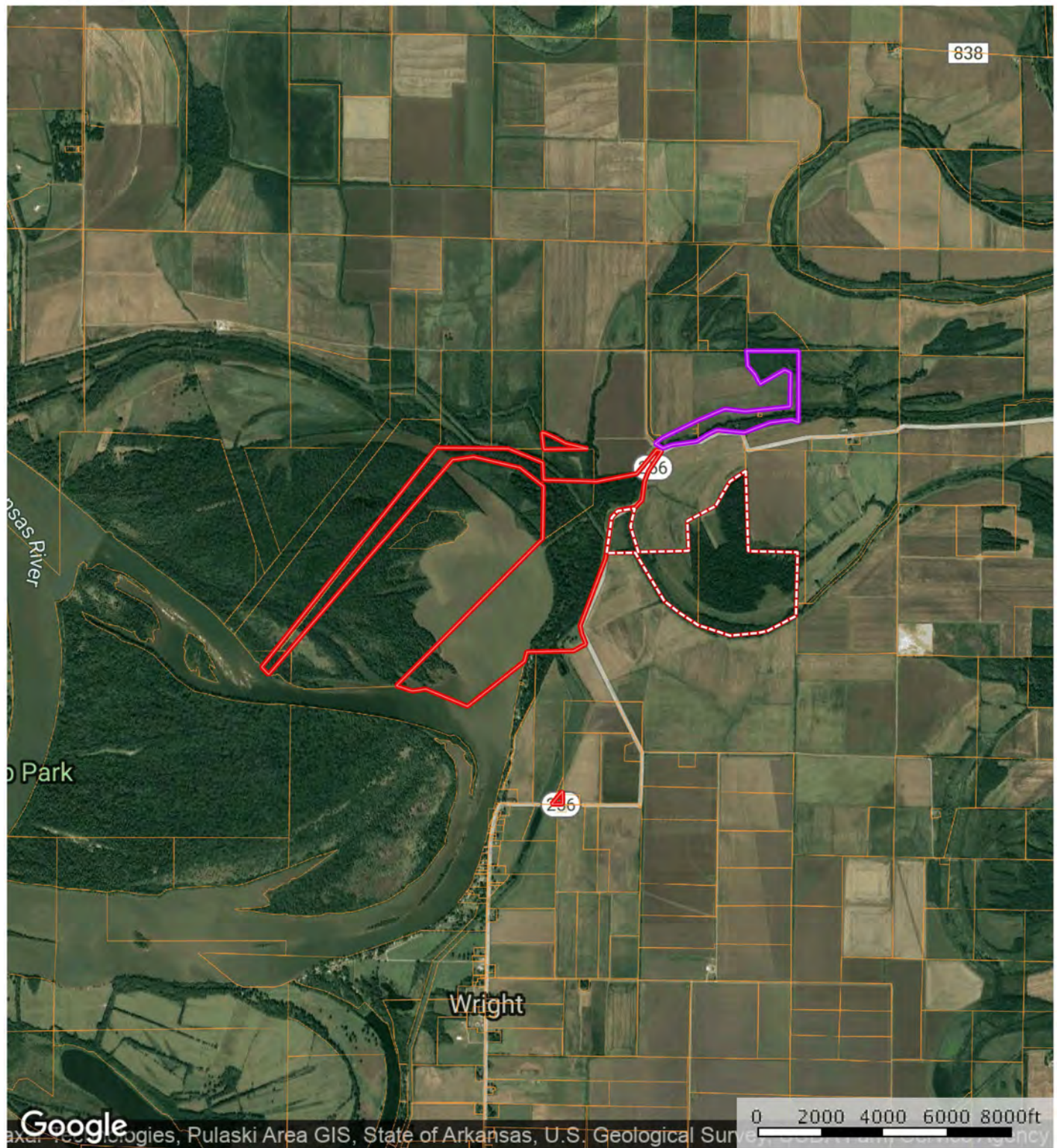
Sindy Cruthis

**M** The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.



## AERIAL MAP II

Webb Family WRP  
Arkansas, AC +/-



— Pipeline    □ Boundary    □ Boundary

Sindy Cruthis

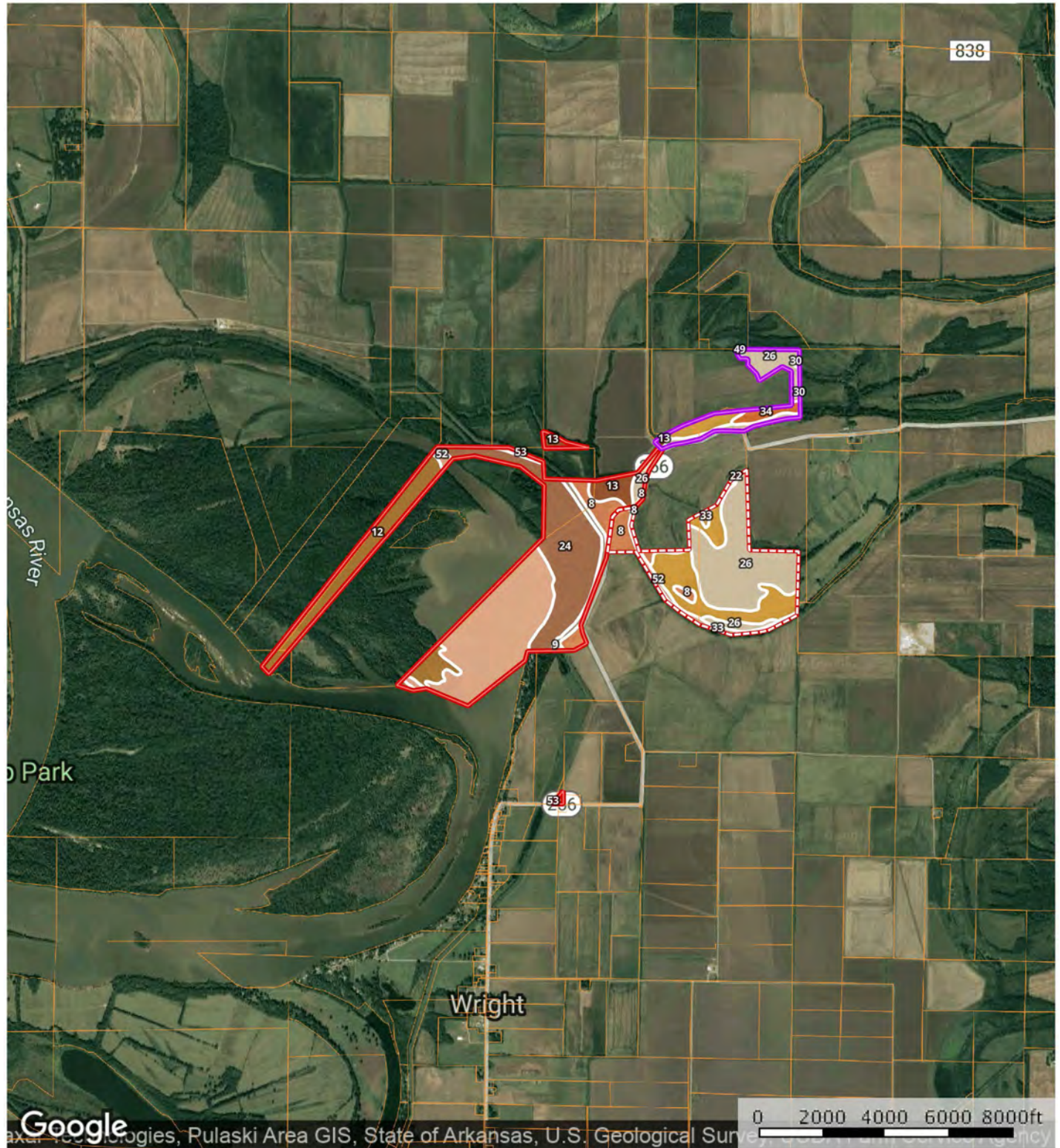
**M** The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.



# SOIL MAP

## Webb Family WRP

Arkansas, AC +/-




Boundary 1 Boundary Boundary

Sindy Cruthis

**M** The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.

## SOIL MAP KEY

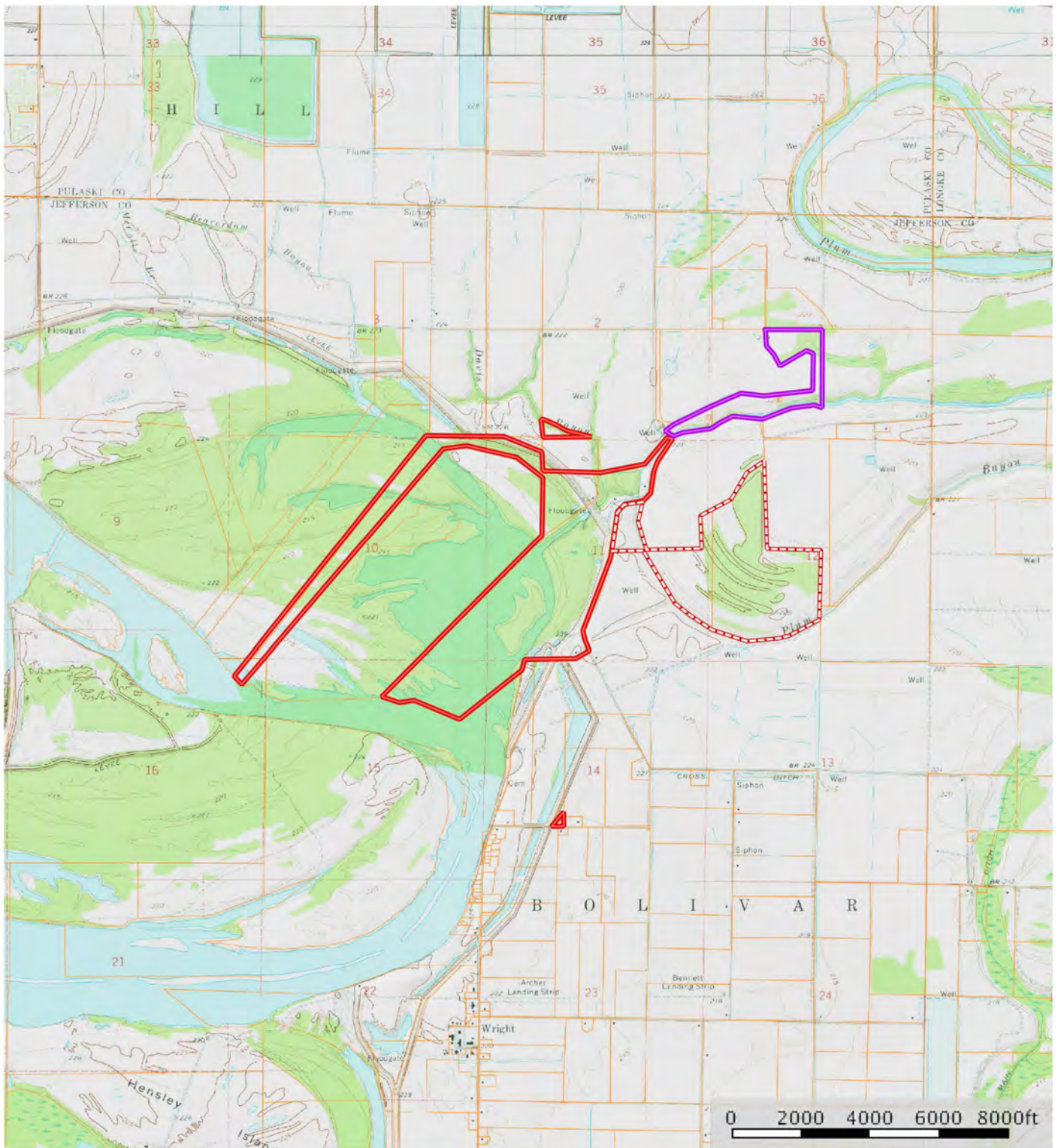
 All Polygons 728.0 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
30	Portland clay, 0 to 1 percent slopes	0.9	0.12	3w
34	Rilla silt loam, 1 to 3 percent slopes	10.9	1.5	2e
26	Perry clay, 0 to 1 percent slopes	161.9	22.23	3w
49	Wabbaseka-Latanier complex, undulating	88.6	12.17	3w
13	Desha clay, 0 to 1 percent slopes	23.9	3.29	3w
53	Levee	15.1	2.08	-
52	Water	169.0	23.22	-
8	Coushatta silt loam	46.6	6.4	1
9	Coushatta soils, occasionally flooded	0.6	0.08	2w
12	Crevasse soils, frequently flooded	81.3	11.17	5w
24	Oklared fine sandy loam, 0 to 1 percent slopes, occasionally flooded	126.4	17.36	2w
22	McGehee silt loam, 0 to 1 percent slopes	0.6	0.08	2w
33	Rilla silt loam, 0 to 1 percent slopes	2.2	0.3	2e
TOTALS		728.0	100%	2.14



# TOPOGRAPHY MAP

## Webb Family WRP Arkansas, AC +/-



— Pipeline    □ Boundary    □ Boundary



TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.



**PART II. Reservations in the Landowner on the Easement Area.** Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. **Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.
- C. **Control of Access.** The right to prevent trespass and control access by the general public.
- D. **Recreational Uses.** The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- E. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C, if any.

**PART III. Obligations of the Landowner.** The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. **Prohibitions.** Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:
  - 1. haying, mowing or seed harvesting for any reason;
  - 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
  - 3. dumping refuse, wastes, sewage or other debris;
  - 4. harvesting wood products;
  - 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
  - 6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
  - 7. building or placing buildings or structures on the easement area;
  - 8. planting or harvesting any crop;
  - 9. grazing or allowing livestock on the easement area; and
  - 10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.
- B. **Noxious Plants and Pests.** The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the CCC prior to implementation by the Landowner.
- C. **Fences.** Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.
- D. **Taxes.** The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- E. **Reporting.** The Landowner shall report to the CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

**PART IV. Allowance of Compatible Uses by the Landowner.**

- A. **General.** The United States may authorize, in writing and subject to such terms and conditions the CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.



B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management Activities. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management. The Secretary of Agriculture, by and through the CCC, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or Federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Commodity Credit Corporation in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII. Special Provisions (if any).

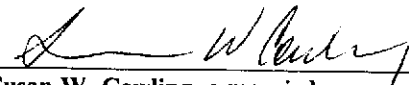
NONE




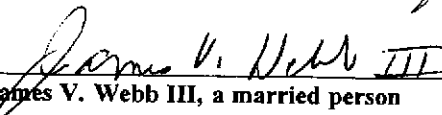
TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

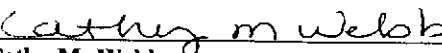
Dated this 11th day of May, 2006.

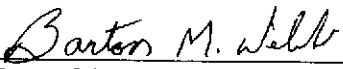
Landowner(s):

 (Seal)  
Susan W. Cowling, a married person

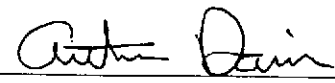
 (Seal)  
Dan Cowling, as spouse

 (Seal)  
James V. Webb III, a married person

 (Seal)  
Cathy M. Webb, as spouse

 (Seal)  
Barton M. Webb, an unmarried person

 (Seal)  
Mary Patricia Davis, F.K.A. Mary Patricia Webb, a married person

 (Seal)  
Arthur Davis, as spouse























NOTES

[illegible]



401 Autumn Road | Little Rock, AR 72211  
501.374.3411 (office) | 501.421.0031 (fax)

[info@lilerealestate.com](mailto:info@lilerealestate.com) | [www.lilerealestate.com](http://www.lilerealestate.com)



**AGRICULTURE | RECREATION | TIMBERLAND**

Traditional Brokerage + Sealed Bids + Consulting

LICENSED IN ARKANSAS, LOUISIANA, MISSISSIPPI, TEXAS AND TENNESSEE