

OFFERED FOR SALE VIA SEALED BID

WOODPECKER FLATS

A Recreational Investment Opportunity 234± Acres • Prairie County, Arkansas

BID DATE: October 5, 2023 by 3:00 p.m.

OFFERED BY



AGRICULTURE | RECREATION | TIMBERLAND

Traditional Brokerage + Sealed Bids + Consulting



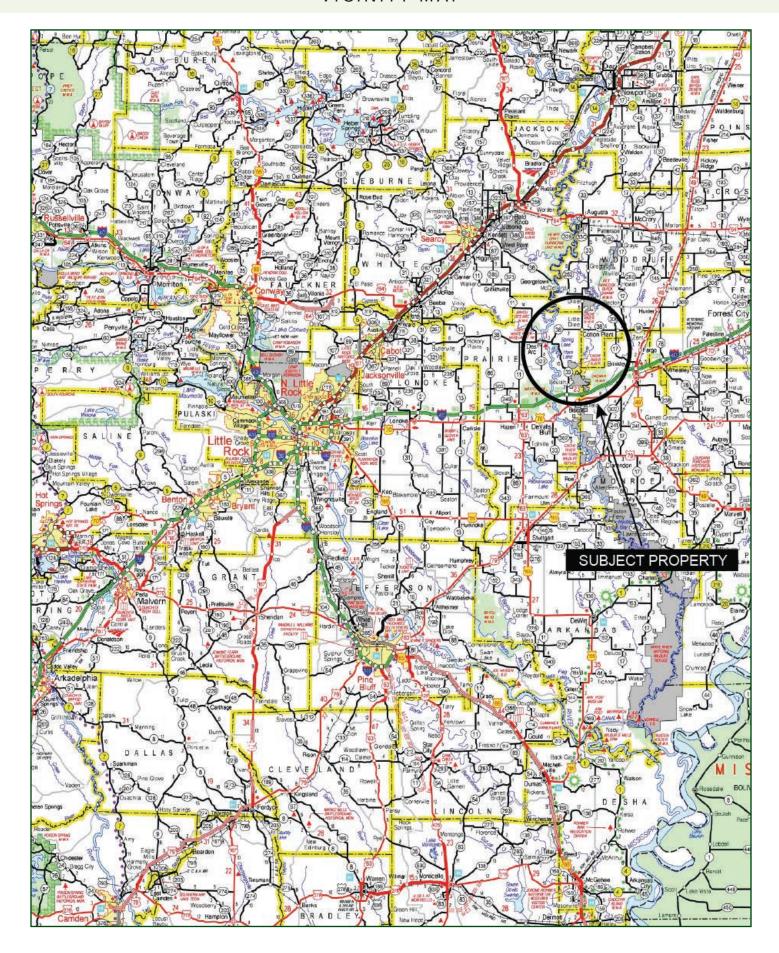
DISCLOSURE STATEMENT

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.



NOTICE OF LAND SALE BY SEALED BID

We offer for sale the following tract of land in Prairie County, Arkansas.

WOODPECKER FLATS

CONDITIONS OF SALE:

- 1. Sealed bids will be received at the office of Lile Real Estate, Inc. 401 Autumn Road, Little Rock, AR 72211 until 3:00 p.m. (CT) Thursday, October 5, 2023 and at that time privately opened. If your bid is mailed, please indicate on the outside of the envelope "Bid on Woodpecker Flats." Bids may be faxed to 501-421-0031, or emailed to jjones@lile-realestate.com. The successful bidder will be required to close within and no later than thirty five (35) calendar days from the effective acceptance date of the executed contract. An offer form is attached.
- 2. Acreages are believed to be correct but are not guaranteed. The sale price will be based upon the survey provided herein. In all cases, no adjustment will be made in the contract price based on any subsequent survey conducted by a Buyer. It is the Prospective Buyer's responsibility to verify the accuracy of all acreage.
- 3. Access is not granted or guaranteed, nor implied, by the Listing Agent or Seller. It is the Buyer's responsibility to conduct whatever independent studies necessary to satisfy any needed requirements of such.
- 4. Seller will furnish title insurance in the amount of the agreed upon gross sale price.
- 5. A warranty deed will be prepared by Seller. The Seller will pay half of the documentary stamps required by law for the recordation of the deed, and the Buyer will pay the remaining half.
- 6. All property taxes will be paid by the owner up to date of the sale.
- 7. The land will be sold to the highest bidder; however, the Seller reserves the right to refuse any or all bids, to waive any technical defect in bids, and unless otherwise specified by the Seller, to accept any bid as may be in the best interest of the Seller.
- 8. At the completion of the bidding process, a final contract will be signed by both Buyer and Seller. A sample of the contract to be executed by the Buyer can be provided prior to bid day upon request.
- 9. All of the acreage is enrolled in the Wetland Reserve Program easement. A copy of the easement is provided within this brochure offering.
- 10. All Seller owned mineral rights shall transfer to the Buyer, but the Seller does not warrant or guarantee ownership of such.
- 11. AGENCY: LISTING AGENT FIRM REPRESENTS SELLER: Buyer and Seller acknowledge that the Listing Agent Firm is employed by the Seller. All licensees associated with the Listing Agent Firm are employed by, represent, and are responsible to the Seller. The Listing Agent makes no representation as to the condition of the property or its suitability to the Buyer's needs. The Buyer(s) are responsible for verifying information regarding this property and obtaining legal counsel if desired. If Buyer seeks representation from a licensed real estate agent, then it is the Buyers sole responsibility to pay for such services.
- 12. AGENCY: BUYER REPRESENTATION: Lile Real Estate, Inc. will pay a 2% Buyers Representation Fee if selling broker is procuring cause. Buyer agent/broker must notify listing firm in writing before the time bids are due to register a Bidder.
- 13. Any questions concerning this sale should be directed to Jeryl Jones (mobile: 870-672-1365) of Lile Real Estate, Inc.

OFFER FORM - WOODPECKER FLATS

Bid Date: Thursday, October 5, 2023 by 3:00 P.M. (CT)

Bids will be opened on October 5, 2023 at 3:00 P.M., all bids must be received prior to this date and time.

Bidder herby submits the following as an offer for the purchase of the land located in Prairie County, Arkansas; as described by the sales notice.

This offer will remain valid through Monday, October 9, 2023 at 5:00 p.m. If this offer is accepted the Bidder will execute an offer and acceptance contract with the Seller. Upon acceptance earnest money shall be tendered within three (3) calendar days in the amount of twenty-five thousand (\$25,000.00). Closing shall take place no later than thirty-five (35) calendar days from the effective acceptance date of the executed contract. A copy of the offer and acceptance contract can be requested for review prior to the bid date.

Bids will be <u>privately opened</u> and accepted in the form of: hand delivery, physical mail, email, or fax. The information for each is as follows:

er 5, 2023)

PROPERTY SUMMARY

Description:

Offered by Sealed Bid, Woodpecker Flats is a phenomenal parcel of property in the very heart of Arkansas' most productive duck country. The Cache River creates the western boundary of this remarkable tract of bottomland. It is located just northwest of Dagmar Wildlife Management Area, just south of Rex Hancock Black Swamp WMA, and surrounded by Cache River National Wildlife Refuge. The Refuge was created in 1986 to protect significant wetland habitats, and feeding and resting areas for migrating waterfowl. Immediately west and adjacent to the property is the 800 acre Plunkett Farm Waterfowl Sanctuary, which is a designated Farm Unit, where the USFWS leaves unharvested agricultural crops for migrating waterfowl, and where no hunting or access is allowed during duck season. Less than two miles to the south lies the USFWS North Unit Waterfowl Sanctuary. It is also a waterfowl rest area, and both of these rest areas hold thousands of wintering waterfowl of every description. Only two miles to the Southeast, the Dagmar Wildlife Management Area is famed for it's green timber duck hunting when the Cache and Bayou Deview leave their banks in the winter.

This property is comprised of 234.01± surveyed acres, which was enrolled in the Wetlands Reserve Program (WRP) in 2002, and planted in hardwoods, which are much older and mature than much of the surrounding Conservation Program trees. The property also has two Moist Soil Units (MSU) with water control structures in place to hold water for waterfowl. This Conservation Easement is somewhat unique for this area, as it expires in 2032, allowing the landowner to further manipulate the property and make changes and improvements that might not otherwise be allowed under a perpetual easement. A local farmer assists with the upkeep of the farm, as well as the planting of waterfowl and deer food plots, and has indicated that he would like to remain and offer assistance to the new owner(s).

Other features include four (4) permanent tower deer stands, which are located on wildlife food plots with supplemental feeders. The property is home to some very productive deer hunting with potential for giant whitetails. The current owners have taken numerous trophy deer from the property, and most of Arkansas' Boone and Crocket Record Book deer, have come from this vicinity. All of the deer stands, and feeders will convey with the property. Other features include two (2) permanent duck blinds, located in the moist soil units, which will accommodate 6-8 hunters.

The property is accessed from the north via state Arkansas Highway 38, and then south down the famous Number Six Road. The property is on the east end of Prairie County, with the Cache River being the western boundary of this property. It's an hour from the Little Rock Area, and an hour and a half from Memphis. The closest small town amenities

PROPERTY SUMMARY

Description (cont.): will be found in Des Arc, which is about fifteen miles to the Northwest,

and Brinkley, which is a twenty-five minute drive to the Southeast.

Location: Prairie County; Eastern Region of Arkansas

Mileage Chart

Des Arc, AR
Brinkley, AR
Stuttgart, AR
North Little Rock, AR
Memphis, TN
14 Miles
22 Miles
47 Miles
69 Miles

Acreage: 234.01 ± surveyed acres

Access: Hwy 38 East from Des Arc, or west from Cotton Plant.

South six miles down Number Six Rd.

Property has three gated access roads from Number Six Road.

*The neighboring landowner to the south uses the "center road" of the subject property to ac-

cess their property.

Recreation: The property offers incredible waterfowl hunting as well as excellent

deer hunting.

Notable Features:

• Leveed moist soil units with water control structures

• 21 year old planted hardwoods.

Four deer food plots with tower stands and feeders.

• Two, permanent duck blinds with duck food plots. Each will hunt

6-8 hunters.

Estimated Taxes: \$216.06 (estimated per Data Scout)

Mineral Rights: All mineral rights owned by the Seller (if any) shall convey to the Buyer.

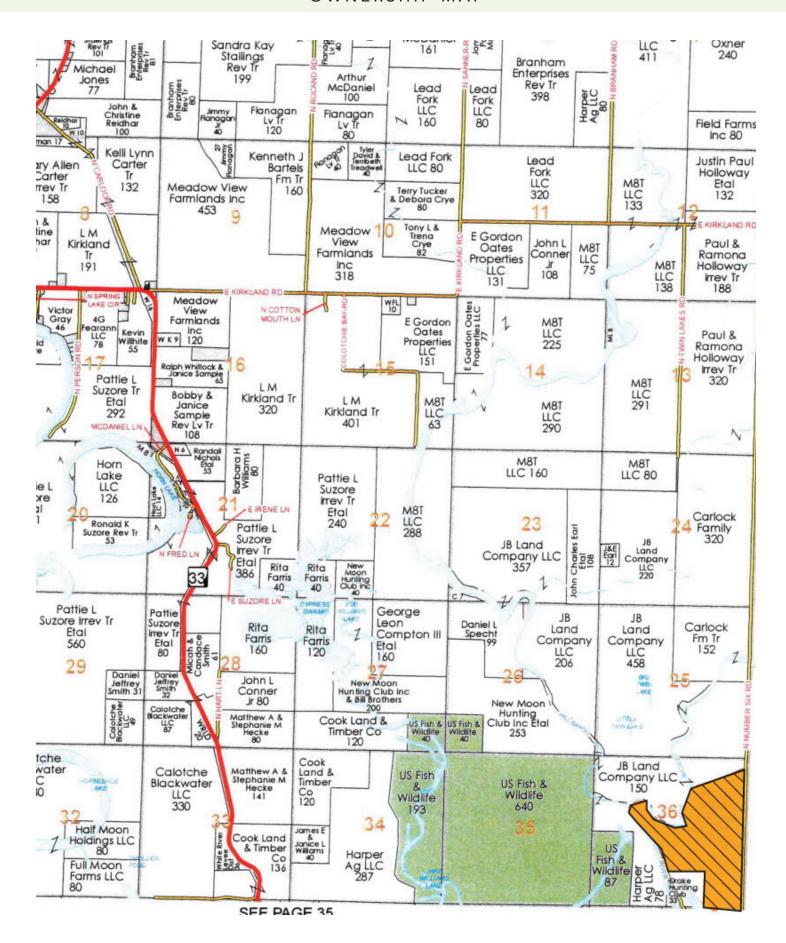
Offering Price: Woodpecker Flats is offered for sale via Sealed Bid. Bids are due by

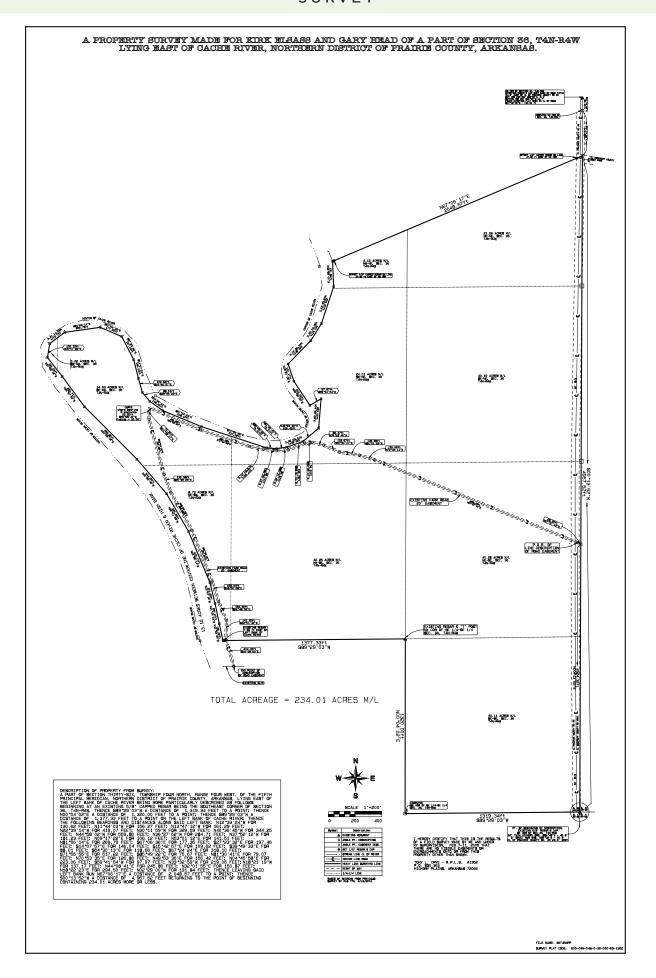
October 5, 2023 by 3:00 p.m. (CT).

To find out more about Woodpecker Flats or to schedule a property tour, contact Jeryl Jones of Lile Real Estate, Inc.

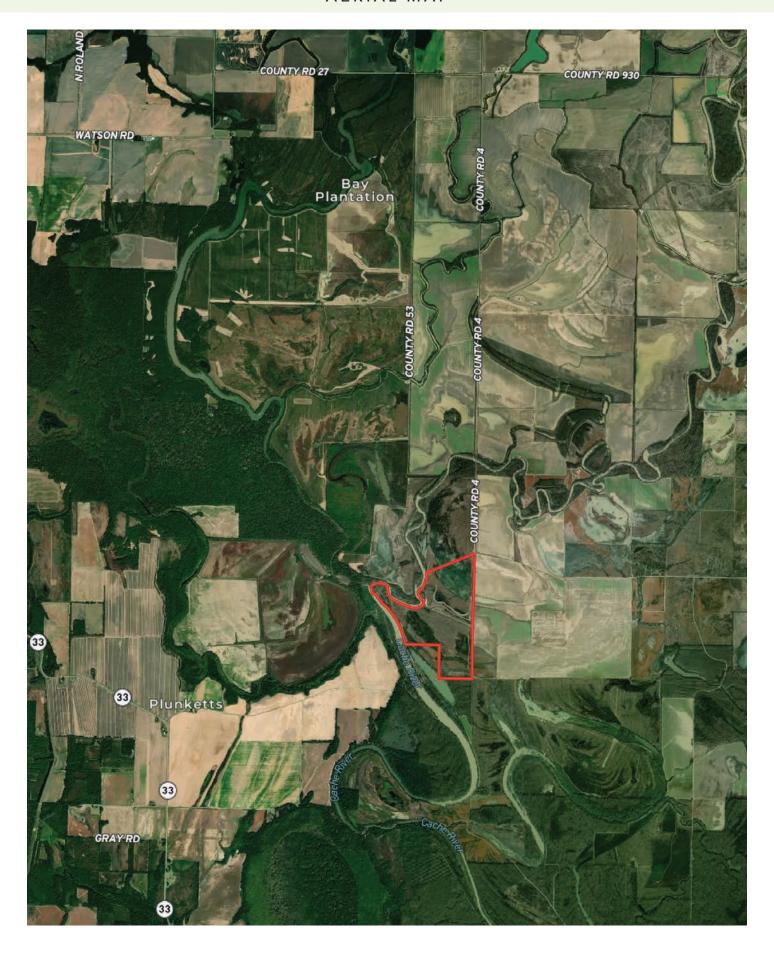
870-672-1365 | jjones@lilerealestate.com

OWNERSHIP MAP

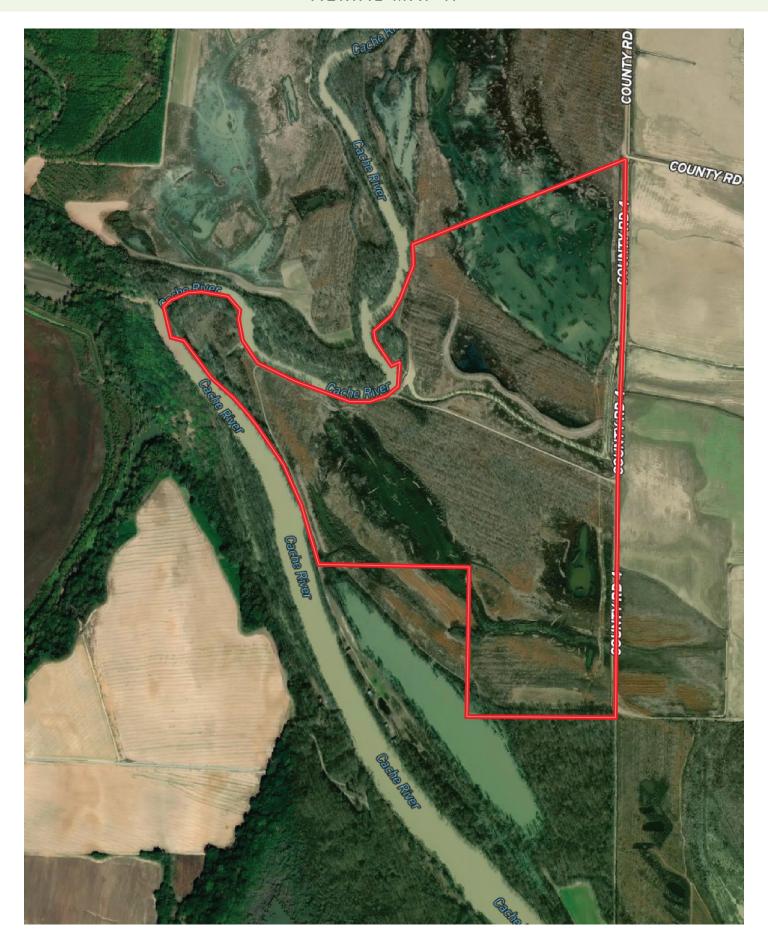


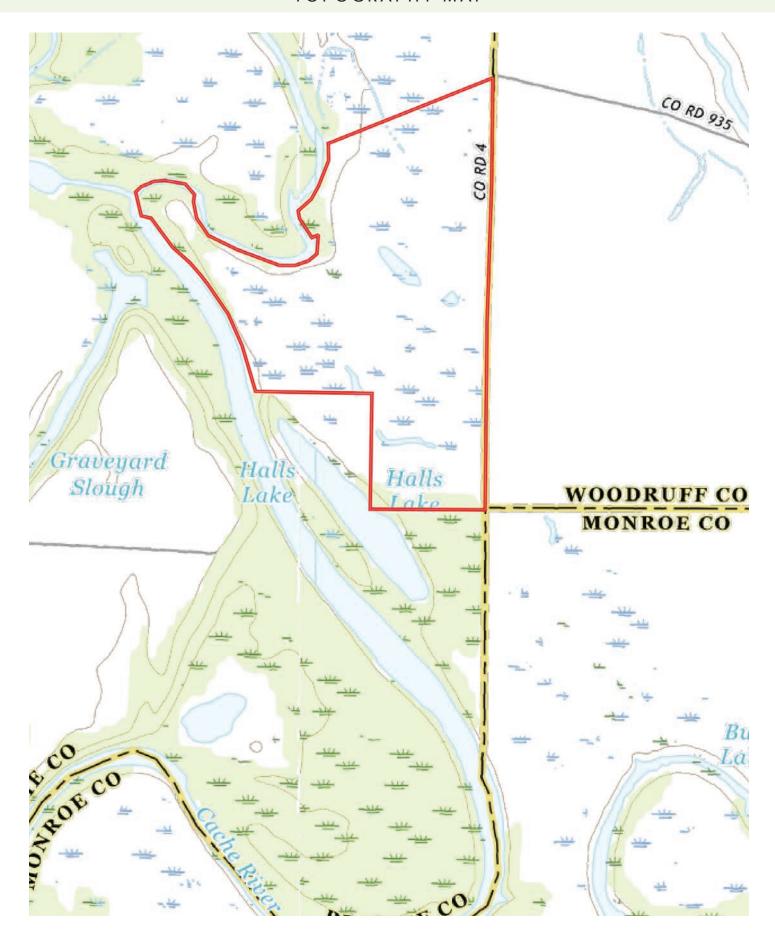


AERIAL MAP



AERIAL MAP II





This document was prepared by Wilson & Associates, P.A., Attorneys at Law 1521 Merrill Drive, Suite D-220 Little Rock Arkansas 72211

U.S. DEPARTMENT OF AGRICULTURE COMMODITY CREDIT CORPORATION

CCC 1255(45) 4M, O'CLOCK
10-96
OMB MAR 9016 2002

WARRANTY EASEMENT DEED

KARAN SKARDA
CIRCUIT AND COUNTY CLERK
PRAIRIE CO., NO. DISTRICT

Chauh Wha

WETLANDS RESERVE PROGRAM AGREEMENT NO. 66-7103-1-0331

THIS WARRANTY EASEMENT DEED is made by and between Paula Briley Price and Robert Price; John Charles Earl and Suzanne W. Earl, his wife; Mary Arnette Earl and John Clayton Earl, as joint tenants with right of survivorship of Prairie County (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation, Washington, D.C. 20250 (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS) of the Department of Agriculture.

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of Nine Hundred Nighteen Thousand One Hundred Twenty-two Dollars and eighteen hundredths (\$ 919,122.18), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, for 30 years, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land for 30 years and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

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, moving 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; and
 - 9. grazing or allowing livestock on the easement area.
- 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. Eences. 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).

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.

0.0	14 /		
Dated this 25	day of Tife	2002.	
Landowner(s):)	Paula Briley Price	(Seal)
``)	Robert Price	(Seal)
	,	John Charles Earl	(Seal)
		Suzanne W. Earl	(Seal)
		Mary Arnette Earl	(Seal)
		John Classen E. al	(Seal)
		John Clayton Earl	

Acknowledgment

In the State of ARKANSAS, County of Prairie, on this 25 day of Chwy, 2002, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared

Paula Briley Price and Robert Price

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.

Notary Public

(NOTARIAL SEAL)

"OFFICIAL SEAL"
David Heasley
Notary Public, State of Arkansas
County of Saline
My Commission Exp. 01/15/2008

My Commission Expires:

Acknowledgment

before me, the undersigned, a Notary Public	in and for said jurisdiction, personally appeared s Earl and Suzanne W. Earl
to me known to be the person(s) described in an executed the same as their free act and deed.	nd who executed the foregoing instrument, and acknowledged that they
IN TESTIMONY WHEREOF, I have jurisdiction, the day and year above written.	we hereunto my hand and Notarial Seal subscribed and affixed in said
(NOTARIAL SEAL)	
"OFFICIAL SEAL" David Heasley Notary Public, State of Arkansas County of Saline My Commission Exp. 01/15/2008	Notary Public
My Commission Expires:	

Acknowledgment

In the State of ARKANSAS, Courter, 2002, before me, the undersigned Mary Arnette	nty of Saline, on this 25th day of ed, a Notary Public in and for said jurisdiction, personally appeared Earl
to me known to be the person(s) described in a executed the same as their free act and deed.	nd who executed the foregoing instrument, and acknowledged that they
IN TESTIMONY WHEREOF, I ha jurisdiction, the day and year above written.	ve hereunto my hand and Notarial Seal subscribed and affixed in said When the said
(NOTARIAL SEAL)	- Will Million
"OFFICIAL SEAL" David Heasley Notary Public, State of Arkansas County of Saline My Commission Exp. 01/15/2008	Notary Public

My Commission Expires:

Acknowledgment

In the State of ARKANSAS, County of Shire, on this 25th day of Elmon, 2002, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared

John Clayton Earl

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as **their** free act and deed.

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(NOTARIAL SEAL)

"OFFICIAL SEAL"
David Heasley
Notary Public, State of Arkansas
County of Saline
My Commission Exp. 01/15/2008

My Commission Expires:

STATE OF ARKANSAS, COUNTY OF PRAIRIE, NORTHERN DIST.

Notary Public

Filed for record this 6 day of March 2002

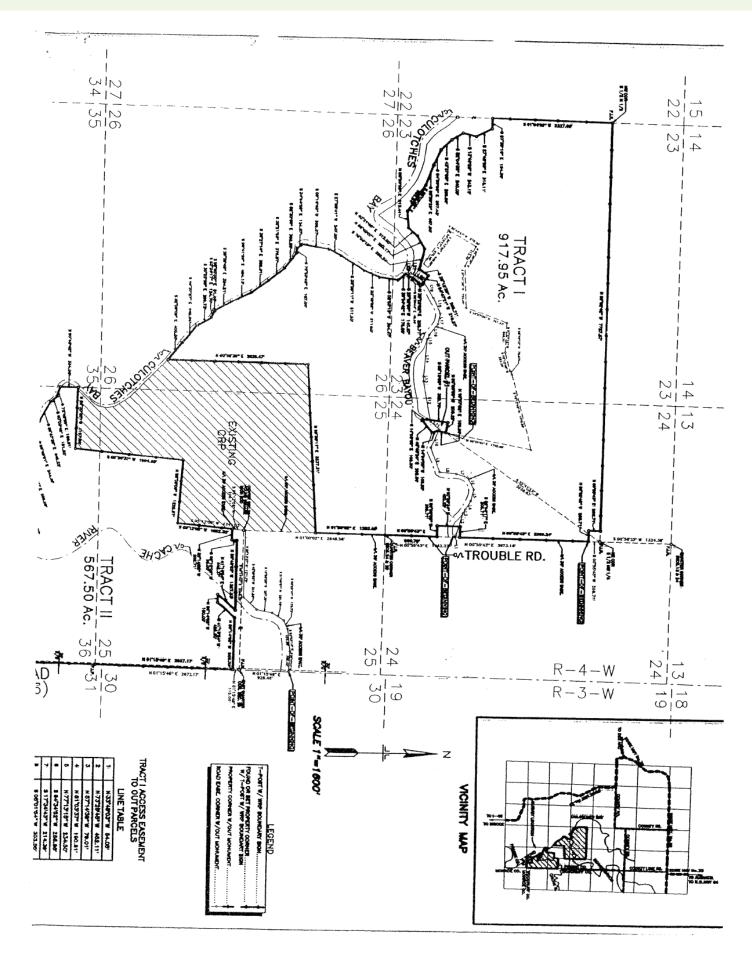
at 8:45 o'clock A M and recorded in Book 52 Page 581 Karan Skarda, County & Circuit Clerk

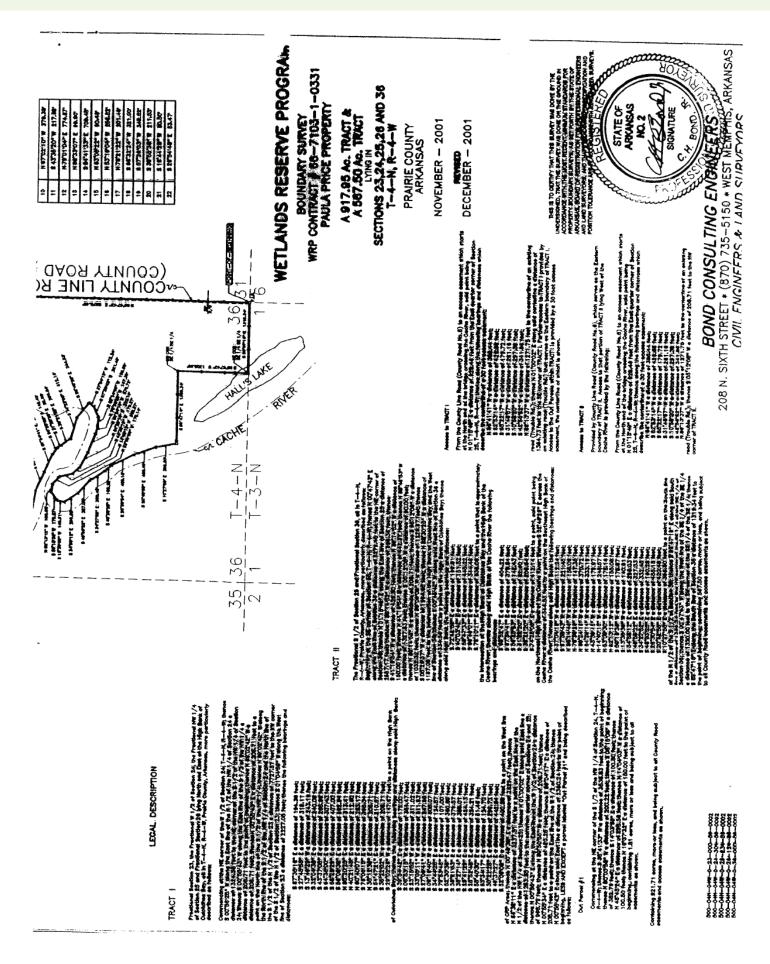
By Stalon Wilson DC

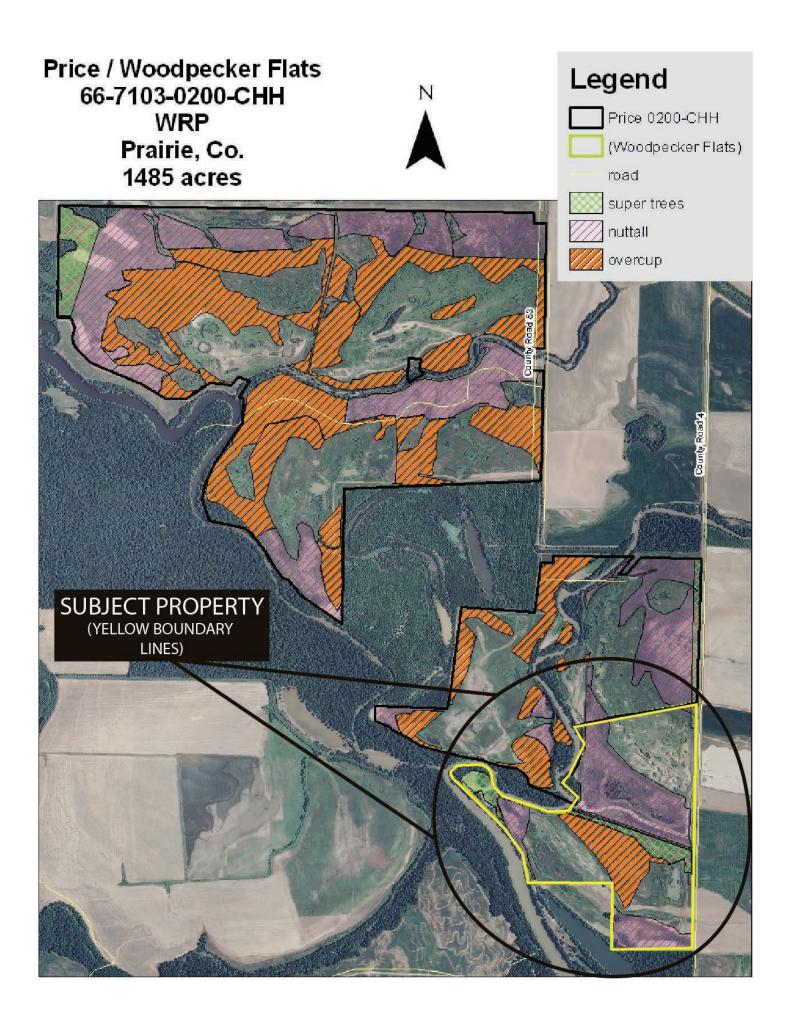
This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

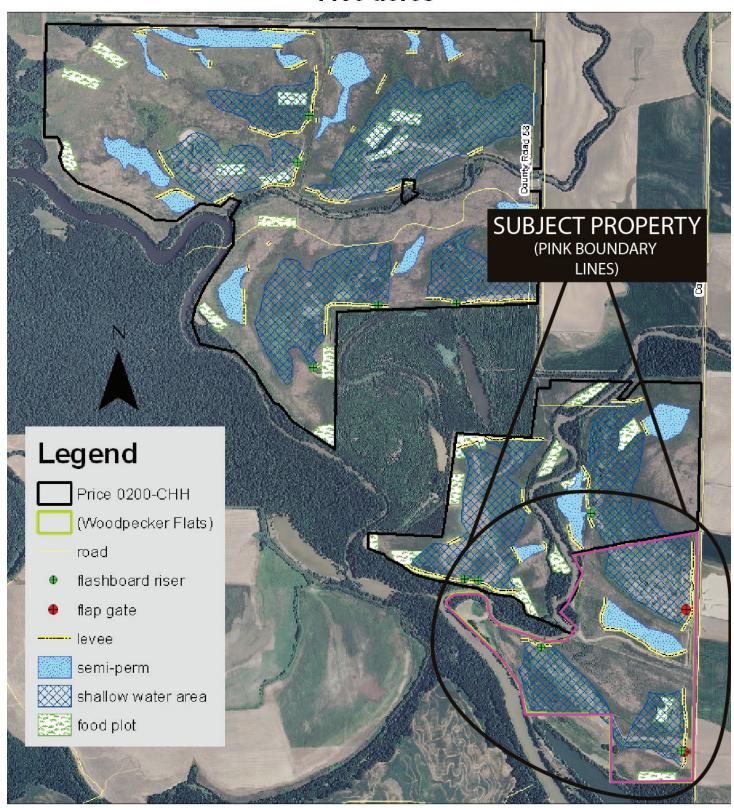
Public reporting burden for this collection of information is approximately sixty (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.





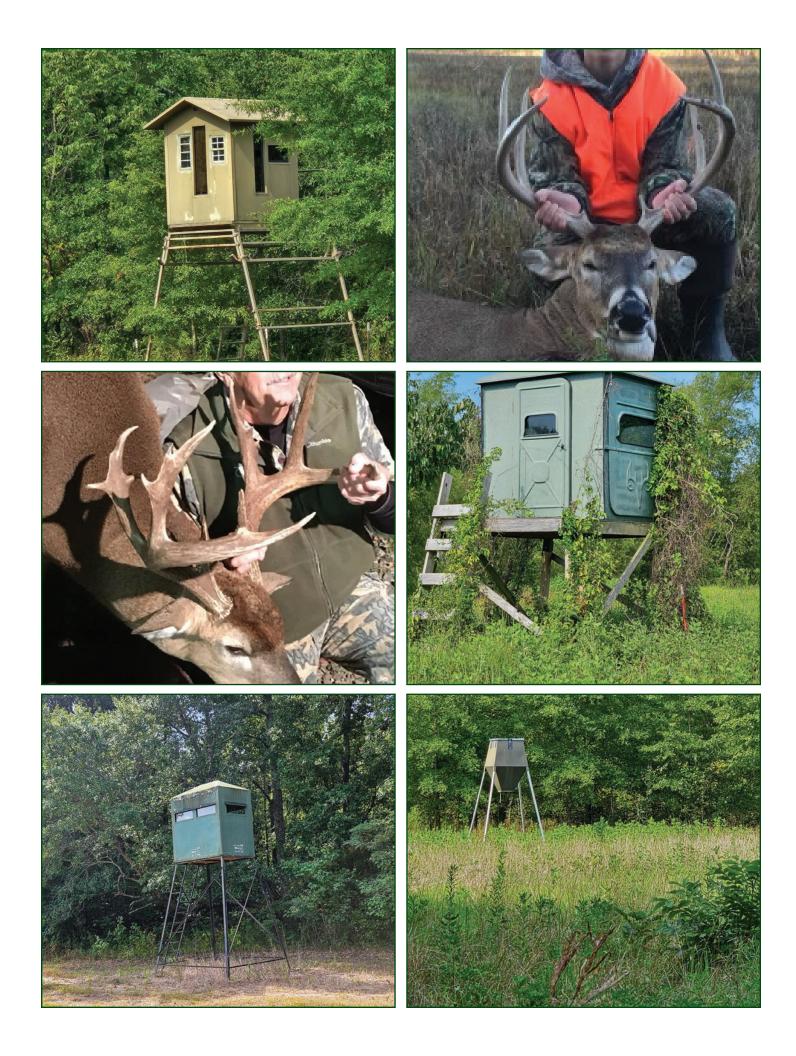


Price / Woodpecker Flats 66-7103-0200-CHH WRP Prairie, Co. 1485 acres























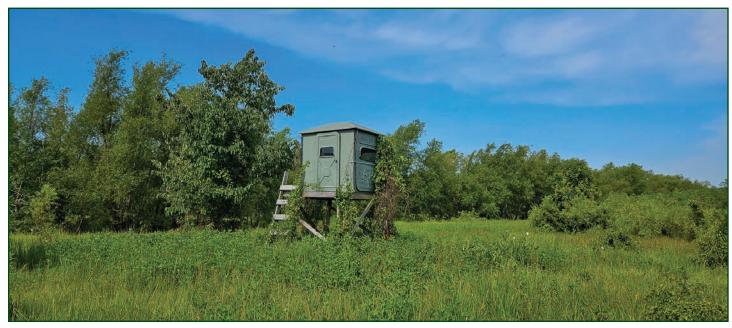


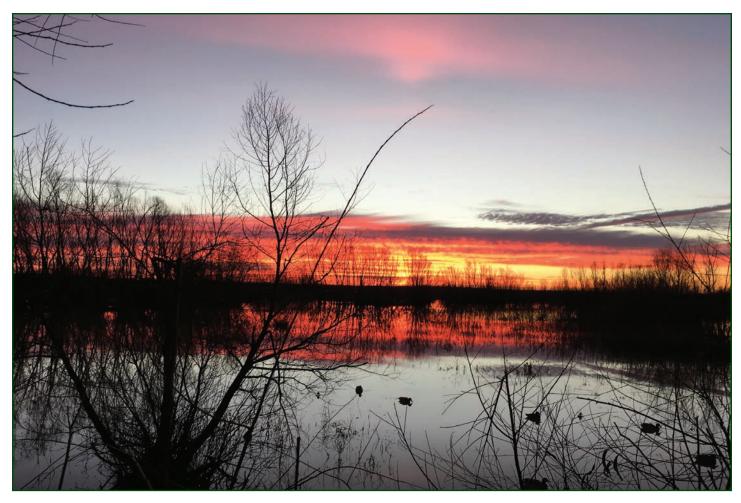


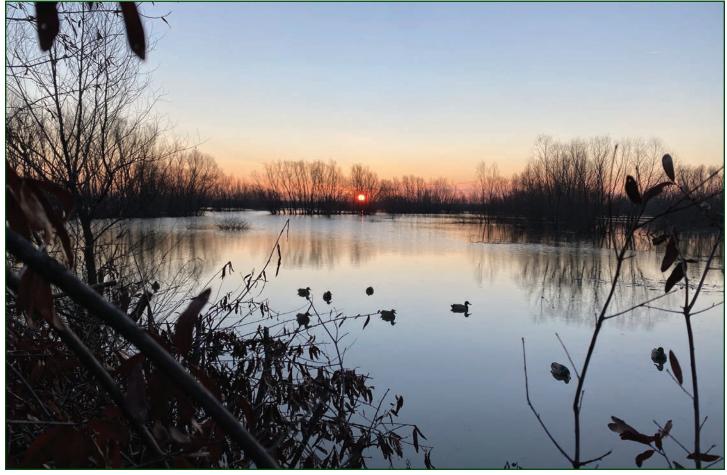






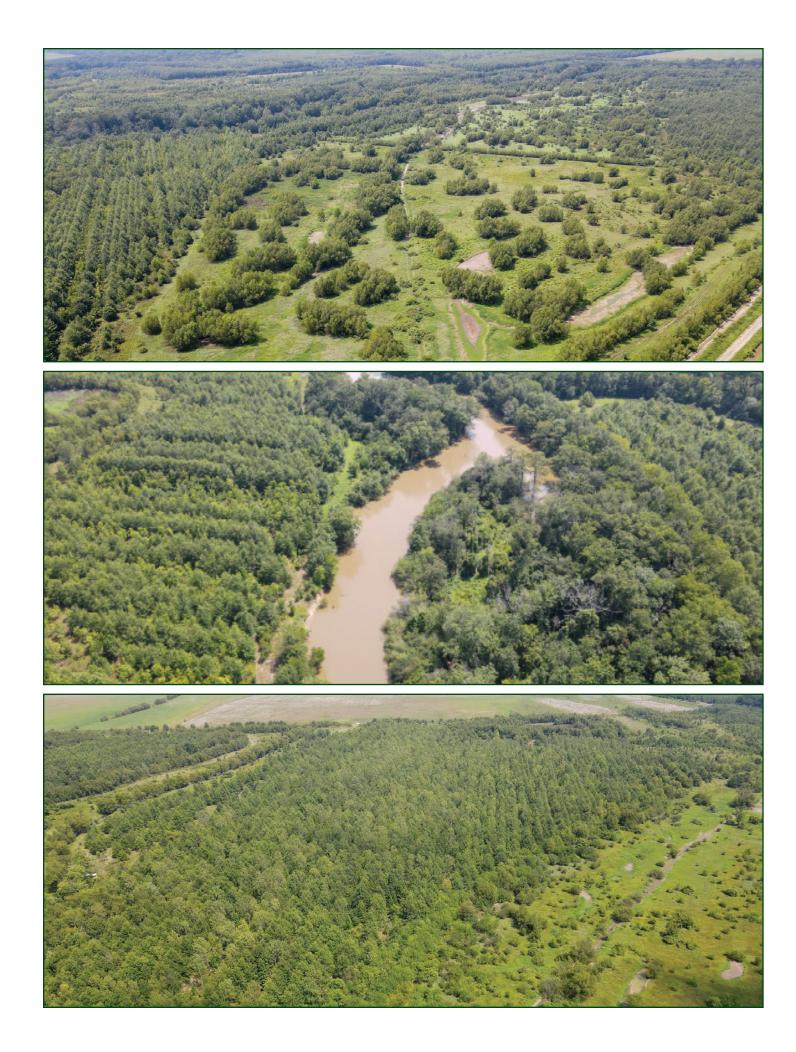




















401 Autumn Road | Little Rock, AR 72211 501.374.3411 (office) | 501.421.0031 (fax)

info@lilerealestate.com | www.lilerealestate.com



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