

00000159

This document was prepared by Wilson & Associates, P.A., Attorneys at Law, 1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211 W&A#:460-396J

U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

CCC-1255
06-25-00
OMB No. 0578-0013

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-7103-4-491K

THIS WARRANTY EASEMENT DEED is made by and between R.P. Lewis Family Limited Partnership, (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 One Million One Hundred Twelve Thousand Thirteen and 07/100 United States Dollars (\$1,112,013.07), the Grantor(s), hereby grants and conveys with general warranty of title to the **UNITED STATES OF AMERICA** and its assigns, the Grantee, in perpetuity, 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 in perpetuity 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:

00000160

- 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:

C.. 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

Dated this 19th day of April, 2006 .

R. P. Lewis Family Limited Partnership

By: Cynthia Lewis (Seal)
By: **Cynthia Lewis, General Partner**

(Seal)

(Seal)

(Seal)

Acknowledgment

00000163

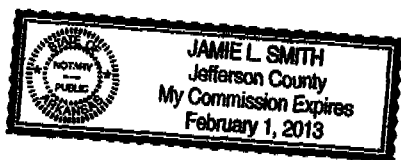
In the State of **ARKANSAS**, County of Pulaski, on this 19th day of April, 2006, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared

Cynthia Lewis, General Partner of R. P. Lewis Family Limited Partnership,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her 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.

(NOTARIAL SEAL)



[Signature]

(Notary Public)

My Commission Expires: 2-1-13

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.

NONDISCRIMINATION STATEMENT

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

00000164

R.P. LEWIS FAMILY
LIMITED PARTNERSHIP
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTIONS 5, 8, 17, 18, 19, 20, 29, AND 30 TOWNSHIP 2 SOUTH, RANGE 10 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 10 WEST, THENCE N 89°47'19" E, 1339.56 FEET TO THE SE CORNER OF THE SW1/4 OF THE SW1/4 OF SECTION 5; THENCE N 00°13'50" E, 2649.63 FEET TO THE NW CORNER OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 5; THENCE N 89°46'39" E, 1328.08 FEET TO THE NE CORNER OF THE SAID NE1/4 OF THE SW1/4; THENCE S 00°01'03" E, 1324.91 FEET TO THE SE CORNER OF SAID NE1/4 OF THE SW1/4; THENCE N 89°46'59" E, 1343.00 FEET TO THE NE CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 5; THENCE S 00°07'52" W, 1325.06 FEET TO THE SE CORNER OF THE SAID SW1/4 OF THE SE1/4; THENCE N 89°47'19" E, 896.24 FEET TO THE INSIDE TOE OF THE LITTLE ROCK TO GILLETTE LEVEE; THENCE ALONG SAID INSIDE TOE OF THE LEVEE THE FOLLOWING COURSES AND DISTANCES: S 23°11'28" E, 373.81 FEET; THENCE S 29°23'20" E, 621.30 FEET TO THE EAST LINE OF SECTION 8; THENCE S 00°34'03" E, 4414.41 FEET TO THE SE CORNER OF SAID SECTION 8; THENCE, ALONG THE EAST LINE OF SECTION 17, S 00°00'16" E, 4383.15 FEET TO THE WESTERLY RIGHT-OF-WAY OF HWY 161; THENCE S 13°43'44" W, 16.04 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1227.82 FEET, THROUGH A CENTRAL ANGLE OF 14°38'15", AN ARC LENGTH OF 313.67 FEET, AND A CHORD WHICH BEARS S 06°24'37" W, 312.82 FEET; THENCE S 00°54'31" E, 564.17 FEET; THENCE S 89°57'03" W, 1419.14 FEET TO THE INSIDE TOE OF THE LITTLE ROCK TO GILLETTE LEVEE; THENCE, ALONG SAID LEVEE, THE FOLLOWING COURSES AND DISTANCES: S 33°34'22" W, 215.85 FEET; THENCE S 48°35'14" W, 537.66 FEET; THENCE S 49°33'47" W, 212.27 FEET; THENCE S 62°36'59" W, 43.42 FEET; THENCE S 79°30'59" W, 549.56 FEET; THENCE S 78°19'08" W, 751.67 FEET; THENCE S 81°10'20" W, 142.28 FEET; THENCE S 89°48'29" W, 953.67 FEET; THENCE S 42°02'40" W, 41.14 FEET; THENCE S 19°08'21" W, 223.44 FEET; THENCE S 16°43'44" W, 161.19 FEET; THENCE S 14°22'01" W, 328.10 FEET; THENCE S 14°32'59" W, 753.23 FEET; THENCE S 41°52'06" W, 62.72 FEET; THENCE S 15°23'44" W, 189.33 FEET TO THE NORTH LINE OF THE SW1/4 OF SECTION 20; THENCE, LEAVING SAID INSIDE TOE OF THE LEVEE, S 89°48' 25" W, 498.93 FEET TO THE CENTERLINE OF LABELLE BAYOU; THENCE, ALONG SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES: S 36°47'45" E, 432.42 FEET; THENCE S 04°00'56" W, 166.72 FEET; THENCE S 23°41'47" W, 169.57 FEET; THENCE S 63°17'07" W, 585.95 FEET; THENCE S 05°27'55" W, 216.96 FEET; THENCE S 36°32'19" E, 199.64 FEET; THENCE S 35°00'06" W, 290.10 FEET; THENCE S 20°13'54" E, 240.59 FEET; THENCE S 50°18'40" E, 409.30 FEET; THENCE S 35°28'47" E, 523.52 FEET TO THE EAST LINE OF SECTION 19; THENCE, LEAVING SAID BAYOU, S 00°12'18" E, 166.02 FEET TO THE SW CORNER OF SECTION 20; THENCE S 00°15'14" W, 2629.23 FEET TO THE SW CORNER OF THE NW1/4 OF SECTION 29; THENCE N 89°47'39" E, 2631.94 FEET TO THE NE CORNER OF THE SW1/4 OF SECTION 29; THENCE S 00°26'53" E, 2628.06 FEET TO THE SE CORNER OF THE SW1/4 OF SECTION 29; THENCE N 89°28'26" W, 835.86 FEET TO THE "OLD RIVER"; THENCE, ALONG SAID "OLD RIVER", THE FOLLOWING COURSES AND DISTANCES: N 31°10'26" W, 141.02 FEET; THENCE N 45°42'26" W, 983.10 FEET; THENCE N 57°52'26" W, 951.44 FEET TO THE NORTH LINE OF THE SW1/4 OF THE SW1/4 OF SECTION 29; THENCE, LEAVING SAID "OLD RIVER", N 89°50'17" W, 239.97 FEET; THENCE N 88°37'03" W, 3404.99 FEET; THENCE N 88°58'35" W, 2640.00 FEET TO THE SW CORNER OF THE NW1/4 OF THE SW1/4 OF SECTION 30; THENCE N 00°26'53" W, 893.56 FEET TO THE 214 FOOT CONTOUR OF THE ARKANSAS RIVER; THENCE, ALONG SAID 214 CONTOUR, THE FOLLOWING COURSES AND DISTANCES: N 38°53'39" E, 499.29 FEET; THENCE N 25°36'55" E, 720.63 FEET; THENCE N 37°53'48" E, 522.98 FEET; THENCE N 44°06'39" E, 953.69 FEET; THENCE N 39°11'31" E, 1146.22 FEET; THENCE N 42°38'29" E, 1031.40 FEET; THENCE N 30°32'39" E, 715.42 FEET; THENCE N 30°29'23" E, 603.90 FEET; THENCE N 19°18'53" E, 518.41 FEET; THENCE N 27°31'30" E, 1021.34 FEET; THENCE N 33°27'12" E, 1865.73 FEET; THENCE N 46°30'08" E, 432.46 FEET; THENCE N 46°43'17" E, 273.51 FEET; THENCE N 34°47'37" E, 437.28 FEET; THENCE N 20°37'14" E, 111.85 FEET; THENCE N 37°13'37" E, 188.87 FEET; THENCE N 21°09'45" E, 462.85 FEET; THENCE N 16°54'42" E, 1058.74 FEET; THENCE N 30°57'46" E, 230.12 FEET; THENCE N 13°07'52" E, 425.79 FEET; THENCE N 04°42'45" E, 781.49 FEET; THENCE N 01°05'13" W, 977.09 FEET; THENCE N 07°46'00" W, 326.57 FEET; THENCE N 11°51'23" W, 350.22 FEET; THENCE N 14°09'12" W, 747.20 FEET; THENCE N 09°45'35" W, 1184.62 FEET; THENCE N 26°11'28" W, 455.84 FEET; THENCE N 38°00'38" W, 575.58 FEET TO THE WEST LINE OF SECTION 8; THENCE N 01°13'04" W, 2525.22 FEET TO THE POINT OF BEGINNING, CONTAINING 2197.71 ACRES MORE OR LESS, AS SURVEYED BY B&F ENGINEERING, INC. (JAMES W. MONTGOMERY, PS #1120) AND BEING SUBJECT TO ANY AND ALL COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

R.P. LEWIS FAMILY
LIMITED PARTNERSHIP
OUT HOLDING 1 LEGAL DESCRIPTION

00000165

A TRACT OF LAND LOCATED IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 10 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 10, THENCE N 00°34'03" W, 1931.13 FEET; THENCE N 88°36'54" W, 146.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 88°36'54" W, 224.25 FEET; THENCE N 06°29'32" E, 576.27 FEET; THENCE S 87°46'35" E, 162.23 FEET; THENCE S 00°18'33" W, 571.71 FEET TO THE POINT OF BEGINNING, CONTAINING 2.54 ACRES MORE OR LESS, AS SURVEYED BY B&F ENGINEERING, INC. (JAMES W. MONTGOMERY, PS #1120) AND BEING SUBJECT TO ANY AND ALL COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

R.P. LEWIS FAMILY
LIMITED PARTNERSHIP
OUT HOLDING 2 LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTIONS 17, 18, 19, AND 20, TOWNSHIP 2 SOUTH, RANGE 10 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 10 WEST, THENCE S 89°57'03" W, 5280.00 FEET TO THE SW CORNER OF SAID SECTION 17; THENCE N 00°12'18" W, 9.87 FEET TO THE POINT OF BEGINNING; THENCE S 41°02'39" W, 347.25 FEET; THENCE S 82°34'15" E, 424.37 FEET; THENCE N 68°42'36" E, 93.94 FEET; THENCE N 89°54'01" E, 478.22 FEET; THENCE S 00°05'59" E, 60.00 FEET; THENCE S 89°54'01" W, 467.00 FEET; THENCE S 68°42'36" W, 98.08 FEET; THENCE N 82°34'15" W, 479.62 FEET; THENCE S 41°02'39" W, 661.20 FEET; THENCE N 55°12'23" W, 250.00 FEET TO THE 214 FOOT CONTOUR OF THE ARKANSAS RIVER; THENCE, ALONG SAID 214 FOOT CONTOUR, THE FOLLOWING COURSES AND DISTANCES: N 33°27'12" E, 436.77 FEET; THENCE N 46°30'08" E, 432.46 FEET; THENCE N 46°43'17" E, 273.51 FEET; THENCE N 34°47'37" E, 96.42 FEET; THENCE S 55°12'23" E, LEAVING SAID 214 FOOT CONTOUR, 250.00 FEET; THENCE S 41°02'39" W, 150.96 FEET TO THE POINT OF BEGINNING, CONTAINING 9.09 ACRES MORE OR LESS, AS SURVEYED BY B&F ENGINEERING, INC. (JAMES W. MONTGOMERY, PS #1120) AND BEING SUBJECT TO ANY AND ALL COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

R.P. LEWIS FAMILY
LIMITED PARTNERSHIP
OUT HOLDING 3 LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 2 SOUTH, RANGE 10 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 10 WEST, THENCE S 89°57'03" W, 29.86 FEET TO THE WEST RIGHT-OF-WAY OF HWY 161 AND THE POINT OF BEGINNING; THENCE CONTINUE S 89°57'03" W, 429.99 FEET; THENCE N 05°36'34" E, 358.93 FEET; THENCE N 86°08'05" E, 186.96 FEET; THENCE S 81°11'14" E, 205.44 FEET TO THE WEST RIGHT-OF-WAY OF HWY 161; THENCE, ALONG SAID WEST RIGHT-OF-WAY, S 00°54'31" E, 338.02 FEET TO THE POINT OF BEGINNING, CONTAINING 3.37 ACRES MORE OR LESS, AS SURVEYED BY B&F ENGINEERING, INC. (JAMES W. MONTGOMERY, PS #1120) AND BEING SUBJECT TO ANY AND ALL COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

EXHIBIT B

Access to the Wetlands Reserve Program Easement is by Arkansas Highway 161 from the North and Arkansas Highway 250 from the South. 00000165

EXHIBIT C

SUBSURFACE MINERAL EXPLORATION AND REMOVAL ACTIVITIES IN REFERENCE TO OIL AND GAS WITHIN THE BOUNDARIES OF THE EASEMENT AREA MAY BE AUTHORIZED BY NRCS IN ACCORDANCE WITH A PLAN AS DEVELOPED BY THE LANDOWNER, NRCS, AND USFWS. THE PLAN WILL CONTAIN PROVISIONS WHICH MINIMIZE ADVERSE IMPACTS TO THE WETLAND FUNCTIONS AND VALUES AND WILL BE IN COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS GOVERNING THE DISTURBANCE OF A WETLAND.