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Little Rock, Arkansas 72211

U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

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Judy Lunsley-Circuit Clerk
Miller County, AR
OMB No. 0578-0013

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WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-7103-3-0424

THIS WARRANTY EASEMENT DEED is made by and between **Queen's Plantation Tree Division, L. L. C.**, (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 **Four Million Four Hundred Thirty Thousand Dollars (\$4,430,000.00)**, 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:

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:

9. 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

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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 21st day of November, 2003.

Queen's Plantation Tree Division, L.L.C.

Landowner(s):

) Dana B. Horn (Seal)
) By: Dana B. Horn, managing member
)
)
) Melba E. Horn (Seal)
) By: Melba E. Horn, managing member
) for attorney in fact.

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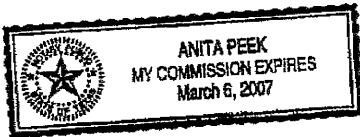
Acknowledgment

In the State of TEXAS, County of BOWIE, on this 21st day of November
2003, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared
/Individually and as Attorney-in-Fact for
Dana B. Horn ~~and~~ Melba E. Horn, managing members of Queen's Plantation Tree Division, L. L. C.

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.

(NOTARIAL SEAL)



Anita Peek

Notary Public

My Commission Expires:

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.

WETLAND EASEMENT AREA

**Landowner: Queens Plantation Tree Division
(Big Woods Farm)**

Contract No. 66-7103-3-0424

County: Miller County, Arkansas

**Property Location: T14S, R27W Sections 14, 13, 21, 22, 23, 24, 25, 27
T14S, R26W Sections 17, 18, 19, 20, 21, 22, 29, 30**

Date: October 16, 2003

PROPERTY DESCRIBED AS:

**THE FOLLOWING TRACTS OF LAND IN MILLER COUNTY, ARKANSAS,
ALL OF WHICH ARE IN TOWNSHIP FOURTEEN (14) SOUTH, RANGE
TWENTY-SIX (26) WEST;**

**All of Fractional Section 17 lying South and/or West of the Red River; SAVE and
EXCEPT and LESS that portion described as follows;**

All that part of Section 17 lying North and East of the Red River Levee and West
of the Red River and North of property owned by Tyson Foods, Inc.; and the tract
of land conveyed to Tyson Foods, Inc. by Special Warranty Deed executed by
International Paper Company dated July 24, 1996, containing approximately 171.6
acres more or less, recorded in Volume D-374, Page 273, Records of Miller
County, Arkansas.

All of Section 18;

All of Section 19;

All of Section 20, SAVE and EXCEPT and LESS that portion described as follows;

Northeast Quarter of the Northeast Quarter (NE1/4, NE1/4);

**The Southwest Quarter (SW1/4) and the North Half of the Southeast Quarter (N1/2,
SE1/4) of Section 21;**

All of Section 22 lying South and West of the Red River and the First Old River Lake;
SAVE and EXCEPT and LESS that portion described as follows;

All that part of Section 22 lying North of the Red River Levee, West of the First
Old River Lake and South of the Red River.

The Northwest Quarter (NW1/4) of Section 29; SAVE and EXCEPT and LESS that
portion of said NW1/4 described as follows;

Beginning at a point on the East boundary line 1210 feet North of the SE Corner
of said NW1/4, thence West 2640 feet; thence North 357.5 feet; thence East 2640
feet; thence South 357.5 feet to the point of beginning, containing 21.66 acres
more or less.

The North Half (N1/2) of Section 30;

**THE FOLLOWING TRACTS OF LAND IN MILLER COUNTY, ARKANSAS,
ALL OF WHICH ARE IN TOWNSHIP FOURTEEN (14) SOUTH, RANGE
TWENTY-SEVEN (27) WEST;**

The South Half (S1/2) of Section 13;

The South Half of the Southwest Quarter (S1/2, SW1/4) and the Southeast Quarter
(SE1/4) of Section 14;

The East Half (E1/2) and the South Half of the Southwest Quarter (S1/2, SW1/4) of
Section 21;

All of Section 22, SAVE and EXCEPT and LESS that portion described as follows;

The West Half of the Northeast Quarter of the Northwest Quarter (W1/2, NE1/4,
NW1/4) and;

A tract of land described as; Beginning at the Southwest corner of the West Half
of the Northeast Quarter of the Northwest Quarter, thence East 300 ft; thence
South 2640 ft.; thence West 300 ft.; thence North 2640 ft., to the point of
beginning.

All of Section 23;

All of Section 24;

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EXHIBIT A & B

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The West Half (W1/2) and the Northeast Quarter (NE1/4) of Section 25;

The Northwest Quarter (NW1/4) and the West Half of the Northeast Quarter (W1/2, NE1/4) and the North Half of the Southwest Quarter (N1/2, SW1/4) and the Northwest Quarter of the Southeast Quarter (NW1/4, SE1/4) of Section 27;

LESS AND EXCEPT:

All that certain tract or parcel of land called Tyson Road, being a part of Township Fourteen (14) South, Range Twenty-seven (27) West, and also being a part of Township Fourteen (14) South, Range Twenty-six (26) West, Miller County, Arkansas, and the subject tract of land being more particularly described by metes and bounds in a Deed recorded in Volume 374, Page 273 containing 81.24 acres more or less.

LESS AND EXCEPT: existing public and utility easement and rights-of-way.

Access Easement: Access to property from Tyson Road that runs through the center of property.

Easement Area = 6560.7 acres, more or less

WETLAND EASEMENT AREA

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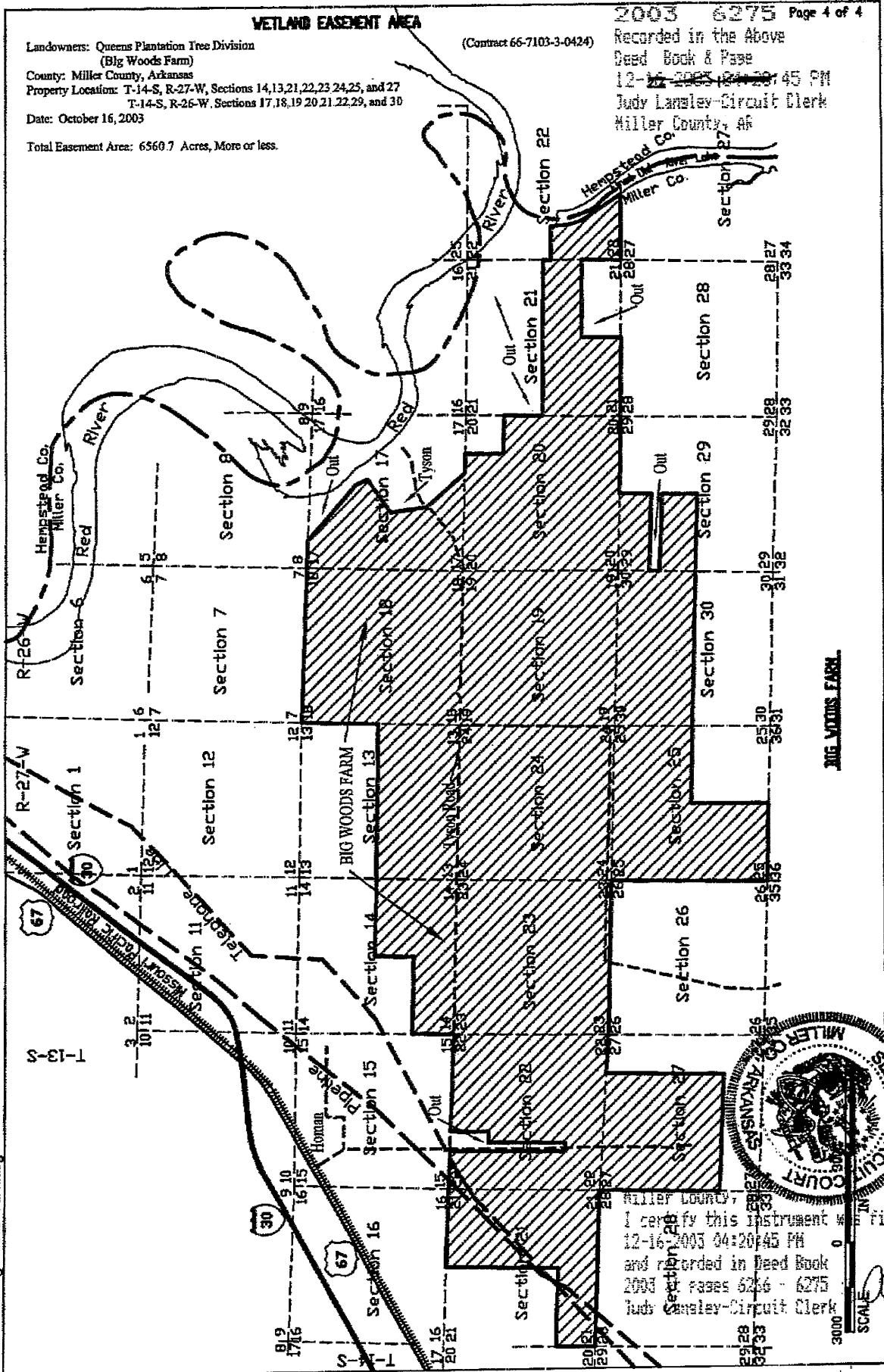
Landowners: Queens Plantation Tree Division
(Big Woods Farm)
County: Miller County, Arkansas
Property Location: T-14-S, R-27-W, Sections 14, 13, 21, 22, 23, 24, 25, and 27
T-14-S, R-26-W, Sections 17, 18, 19, 20, 21, 22, 29, and 30
Date: October 16, 2003

(Contract 66-7103-3-0424)

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Miller County, AR

Total Easement Area: 6560.7 Acres, More or less.

CAD FILE = big woods farming



Miller County, Arkansas
I certify this instrument was filed on
12-16-2003 04:20:45 PM
and recorded in Deed Book
2003 at pages 6276 - 6275
Judy Lamsley-Circuit Clerk

SCALE
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