

OFFERED FOR SALE

BEAR BRAKE RESERVE

An Agricultural and Recreational Investment Opportunity

320 (+/-) Total Acres • Chicot County, Arkansas

OFFERED BY



AGRICULTURE | RECREATION | TIMBERLAND

Traditional Brokerage + Sealed Bids + Consulting



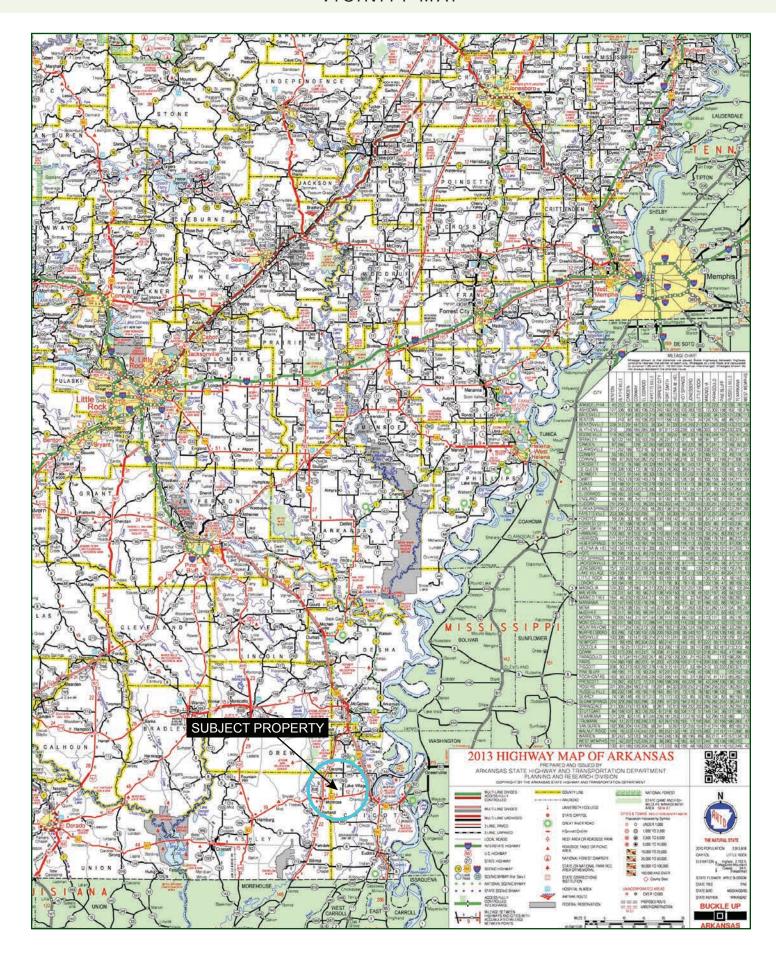
DISCLOSURE STATEMENT

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.



PROPERTY SUMMARY

Description: Rare opportunity to acquire a duck hunting property located in the

heart of the Mississippi Flyway. This property provides access to "Green Timber" duck hunting, which is what Arkansas is famously known for within the waterfowling community. The timbered portion of this offering has been intensively managed and developed for duck hunting. Some of these improvements include an upgraded levee system, steel flashboard riser boxes and pipes, established shooting holes, shooting blinds, irrigation wells, and a dedicated easement

route.

Location: Chicot County

Mileage Chart

Lake Village, AR	8
Monticello, AR	46
Monroe, LA	78
Little Rock, AR	139
Jackson, MS	144

Latitude: 33.33335

Longitude: -91.43850

Acreage: 320 +/- total acres

ID Name	Туре	Acres
Bear Brake Woods	Green Tree Reservoir	160
Lee 80	Farmland	80
Thompson 80	Farmland	80
	Total Acres	320

Irrigation: (Two) Gearheard 8 inch Discharge wells

ID Name	Parcel Number	Acres	Tax Amount
Bear Brake Woods	010-05018-000	160	\$283.20
Lee 80	010-05039-000	80	\$542.82
Thompson 80	010-05029-000	80	\$567.62
Total		320	\$1,393.64

Mineral Rights: All mineral rights owned by the Seller, if any, shall transfer to the Buyer.

Offering Price: \$2,100,000.00

Real Estate Taxes:

Contact: Any questions concerning this offering, or to schedule a property tour

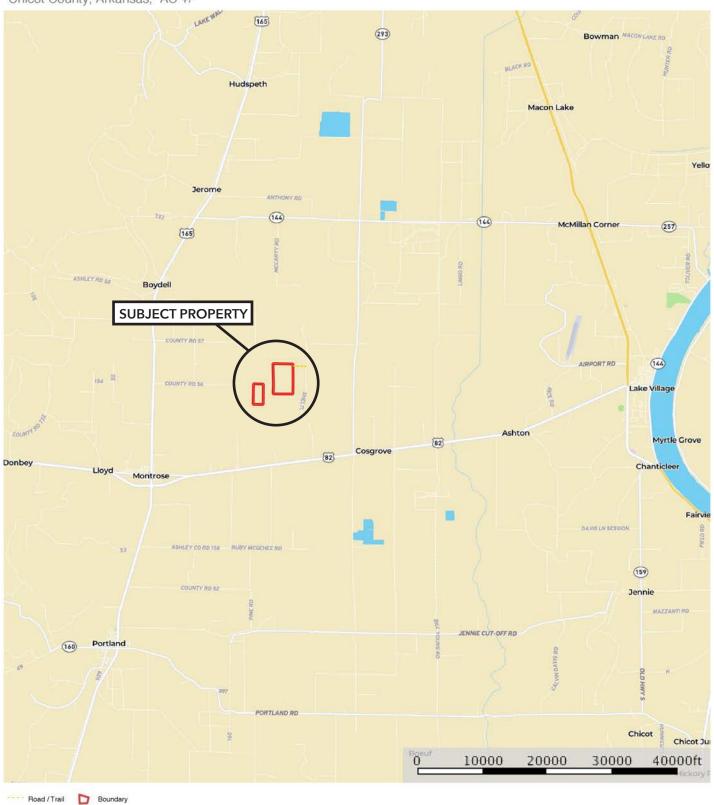
should be directed to Brandon Stafford (mobile: 501-416-9748) of Lile

Real Estate, Inc.

LOCATION MAP I

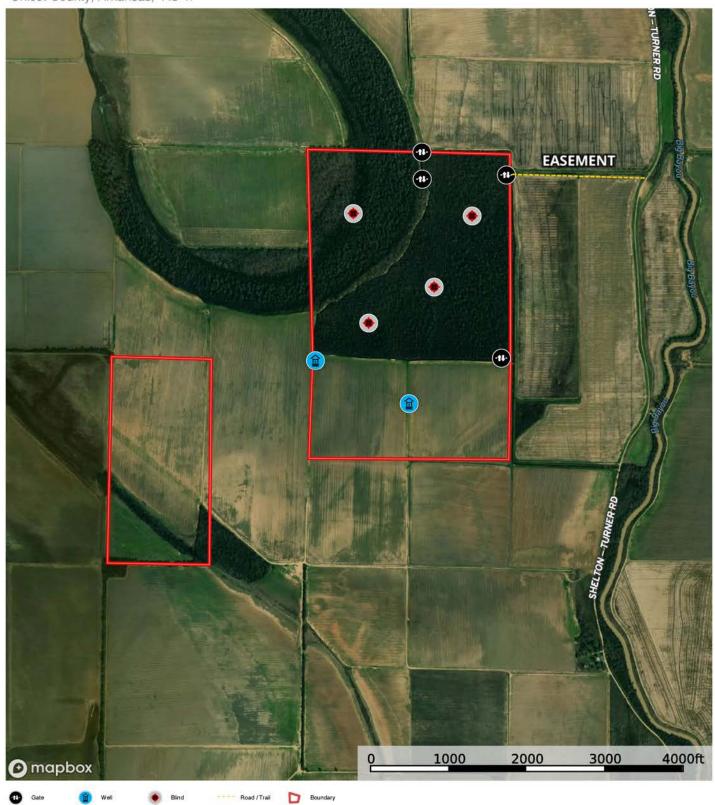
Bear Brake Hunting Club, LLC

Chicot County, Arkansas, AC +/-



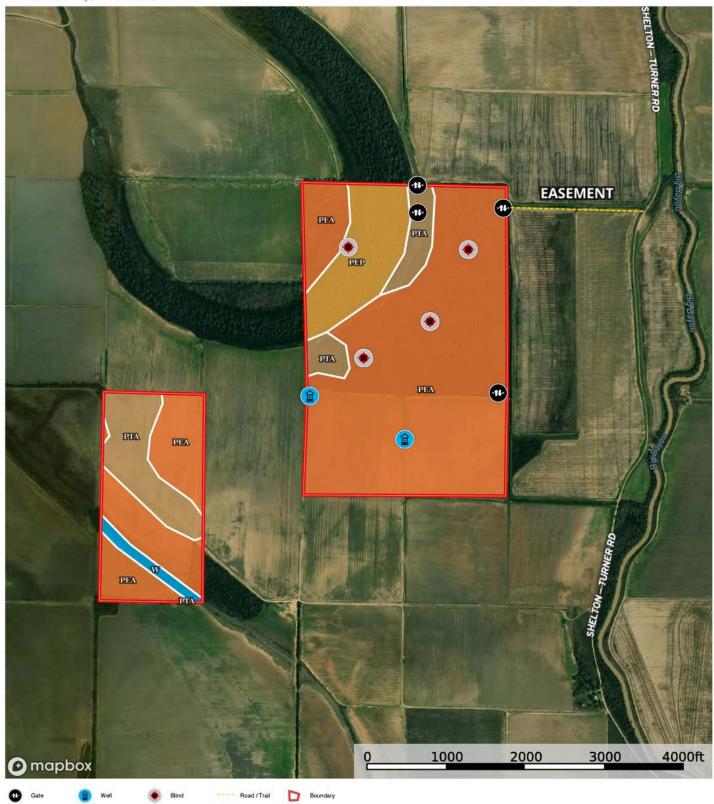
AERIAL MAP

Bear Brake Hunting Club, LLC Chicot County, Arkansas, AC +/-



Bear Brake Hunting Club, LLC

Chicot County, Arkansas, AC +/-



SOIL MAP KEY

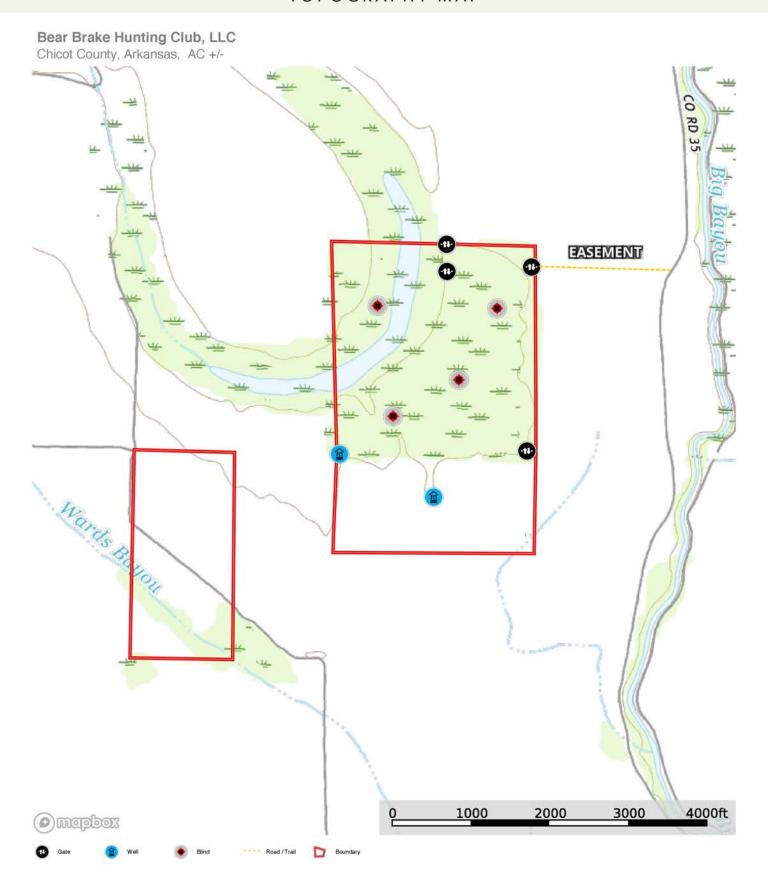
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
PeA	Perry clay, 0 to 1 percent slopes	231.7 5	74.46	0		3w
PtA	Portland clay, 0 to 1 percent slopes	41.02	13.18	0		3w
PeP	Yorktown clay, ponded, 0 to 1 percent slopes, frequently flooded	33.51	10.77	0	•	7w
W	Water	4.97	1.6	0		-
TOTALS		311.2 5(*)	100%	(2)	•	3.44

Capability Legend								
Increased Limitations	and Haza	ards						
Decreased Adaptabilit	y and Fro	eedon	of Ch	noice I	Jsers			
Land, Capability								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	٠	٠	•	•	•	•	
Moderate		•	•	•		•		
Intense	•		•	•	•			
Limited	•	٠	٠	•				
Moderate	•	٠	•					
Intense	•	٠						
Very Intense	•							

Grazing Cultivation

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water

TOPOGRAPHY MAP



REAL ESTATE TAX INFO





Date Created: 4/1/2019 Created By: DataScoutPro via DataScout OneMap 1 inch = 4261 feet

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

http://www.datascoutpro.com/

Address:

Legal: N1/2 NW1/4 Parcel: 010-05039-000

RPID: 5935 Acres: 80

Address:

Legal: SW1/4 OF SEC 5 TN 16 S RANGE 3 W IN CHICOT COUNTY ARK CONTAINING 160 AC MOL

Parcel: 010-05018-000 RPID: 5915 Acres: 160

Address:

Legal: W1/2 NE1/4

Parcel: 010-05029-000 RPID: 5927 Acres: 80

REAL ESTATE TAX INFO





Date Created: 4/1/2019 Created By: DataScoutPro 1 inch = 1170 feet

via DataScout OneMap

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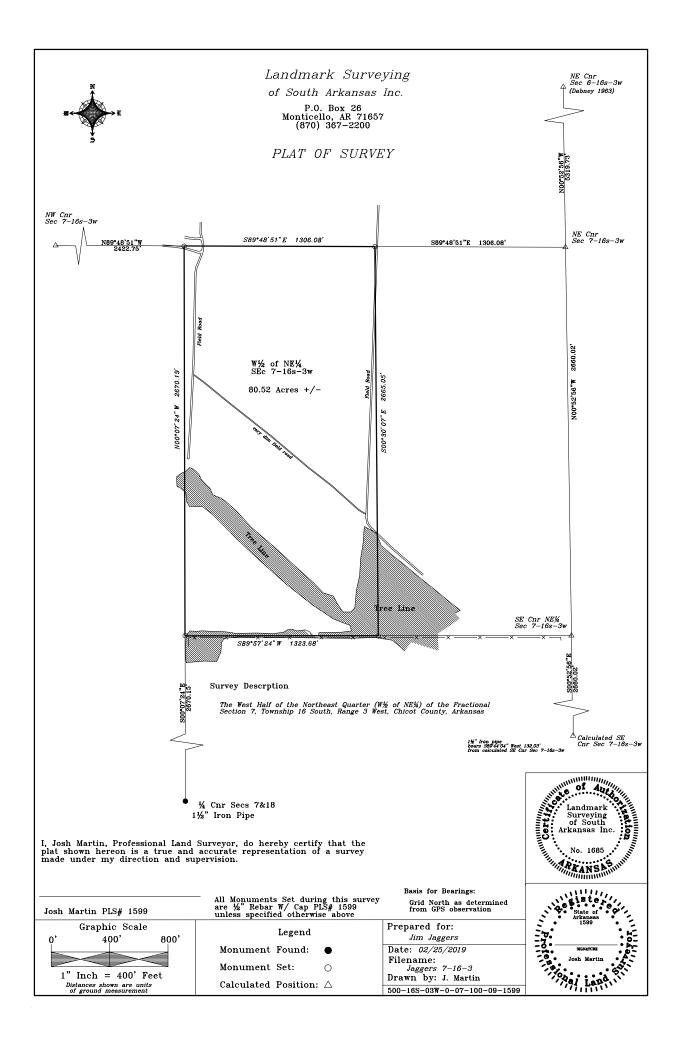
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Legal: W1/2 NE1/4

Parcel: 010-05029-000 RPID: 5927 Acres: 80



This instrument prepared by, and return to: Dan O'Callaghan Michael Best & Friedrich LLP One S. Pinckney St., Ste. 700 Madison, WI 53703

DRIVEWAY ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the <u>11th</u> day of <u>March</u>, 2013, by and between ARKANSAS BAYOU FARMS LLC, a Delaware limited liability company ("<u>Grantor</u>") and BEAR BRAKE HUNTING CLUB, LLC, an Arkansas limited liability company ("<u>Grantee</u>"). Grantor and Grantee are sometimes referred to herein as "<u>Party</u>" or collectively as the "<u>Parties</u>."

RECITALS:

WHEREAS, Grantor is the owner of real property described as the "<u>Burdened Property</u>" on the attached <u>Exhibit A</u>.

WHEREAS, Grantee is the owner of real property described as the "Benefited Property" on the attached Exhibit A.

WHEREAS, Grantor wishes to convey an easement to Grantee across Burdened Property for the purpose of allowing Grantee access from Shelton-Turner Road / County Road 35 to the Benefited Property.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Recitals and Exhibits</u>. The introductory provisions set forth above and the exhibits attached hereto are incorporated herein as if set forth at length.
- 2. <u>Access Easement.</u> Subject to the terms and conditions set forth in this Agreement, Grantor grants to Grantee, for the benefit of the Benefitted Property, a non-exclusive easement and right to use the "<u>Access Easement Area</u>," described on the attached <u>Exhibit B</u>, for pedestrian and

vehicular ingress and egress to and from the Benefitted Property. Grantor shall have the right at any time, upon at least thirty (30) days advance written notice to Grantee, to relocate the Access Easement Area provided such relocated access easement area provides ingress and egress between the Benefited Property and a right-of-way consistent with the intent and purposes set forth in this Agreement. Upon Grantor's election to relocate the Access Easement Area, Grantor may record an amendment to this Agreement describing the relocated access easement area without further notice to or consent of Grantee (Grantee's signature on such an amendment shall not be required).

- 3. <u>Use of the Easement.</u> The easement granted by this Agreement shall be used in common by Grantee and Grantor and their respective invitees. Grantee may not park nor permit parking within the Access Easement Area or otherwise obstruct the Access Easement Area at any time. Grantor may use the Access Easement Area in any manner which does not unreasonably interfere with the easement rights granted to Grantee herein.
- 4. <u>Maintenance of Access Easement Area.</u> Grantor shall have no obligation to improve, maintain or repair the Access Easement Area. Grantee shall be solely responsible for all maintenance and repair of the Access Easement Area that may be necessary or desired by Grantee to allow for the pedestrian and vehicular access described herein. Grantee shall repair, at its own cost, any damage to the Access Easement Area caused by Grantee.

5. Insurance and Indemnification.

- (a) Grantee's Insurance. From the date of this Agreement and thereafter for as long as this Agreement shall remain in effect, Grantee shall carry commercial general liability insurance covering loss of life, bodily injury and property damage, with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, covering Grantee's and its invitees' use of the Access Easement Area. Grantee shall include Grantor as an additional insured. Grantee shall provide Grantor with a certificate of insurance evidencing the insurance required by this paragraph no later than the date of Grantee's execution of this Agreement and thereafter prior to the expiration date set forth in the original or any replacement certificate of insurance. If Grantee fails to provide the required certificate of insurance, Grantor shall have the right to terminate this Agreement upon written notice to Grantee, and upon such notice, this Agreement and the easements granted herein shall terminate. Upon Grantor's termination of this Agreement pursuant to this paragraph, Grantor shall be permitted to record an affidavit or certification that this Agreement has been terminated pursuant to this paragraph (without signature by or consent of Grantee) and, upon such recording, this Agreement and the easements shall no longer encumber the Grantor Property.
- (b) Grantee's Waiver and Indemnification. Grantee hereby waives all claims and causes of actions against Grantor related to Grantee's and its invitees' use of the Access Easement Area. Grantee shall indemnify, defend and hold Grantor and its agents, members, officers, directors, partners, employees, successors and assigns harmless from and against all claims, demands, liabilities, damages, costs and expenses including, but not limited to, reasonable attorneys' fees, arising from or related to the acts or omissions of Grantee or its invitees, or Grantee's or its invitees' use of the Access Easement Area.
- 6. <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Arkansas.

- 7. Covenants Running with Land. All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by Grantor and Grantee, and their respective heirs, successors and assigns. The easement granted under this Agreement is appurtenant to the Benefited Property and may not be assigned, transferred or conveyed separately from, or several from, the title to the Benefited Property.
- 8. Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding the easement and other matters contained in this Agreement. Except as expressly permitted by Section 2 with respect to Grantor's right to relocate the Access Easement Area (which permits Grantor to record an amendment evidencing such relocation without the consent or signature of Grantee), this Agreement may not be changed except by a written amendment executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Circuit Clerk of Chicot County, Arkansas.
- 9. <u>Severability</u>. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- 10. <u>No Public Dedication</u>. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the Access Easement Area granted under this Agreement to the general public or for any public purpose whatsoever.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTEE: Bear Brake Hunting Club, LLC, an Arkansas limited liability company
By: My Mby By: John Jon
Title: Phillip M. Baugh, Member Title: James B. Jaggers, Member
STATE OF ARKANSAS)
COUNTY OF Jan) ss.
On this the May of Moule, 2013, before me, Jevel Offaw, the undersigned notary, personally appeared James B. Jaggers, who acknowledged himself to be a
Member of Bear Brake Hunting Club, LLC, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes and considerations therein contained by signing
the name of the corporation by himself as Member.
In witness whereof, I have hereunto set my hand and seal this day of the seal of the seal of the seal this day of
STATE OF ARKANSAS)
COUNTY OF Div
On this the day of , 2013, before me, level Office the undersigned notary, personally appeared Phillip M. Baugh, who acknowledged himself to be a Member of Bear Brake Hunting Club, LLC, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes and considerations therein contained by signing the name of the corporation by himself as Member.
In witness whereof, I have hereunto set my hand and seal this day of 2013.
Print Name: Towell Orthon Notary Public, State of Arkansas My Commission: 12-27-14

EXHIBIT A

Burdened Property

That part of the North Half of the Southeast Quarter (N½N½SE¼) of Section 5, Township 16 South, Range 3 West, Chicot County, Arkansas, lying west of the county road.

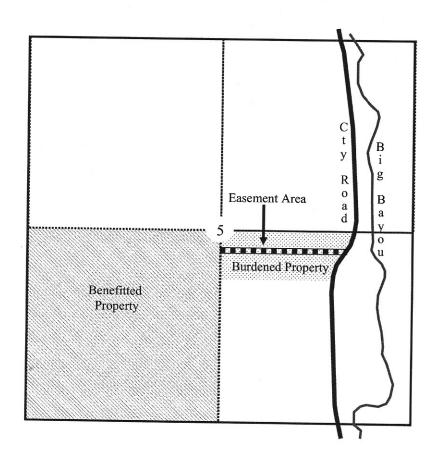
Benefited Property

The Southwest Quarter (SW1/4) of Section 5, Township 16 South, Range 3 West, Chicot County, Arkansas.

EXHIBIT B

Access Easement Area

An existing driveway located in the North Half of the North Half of the Southeast Quarter (N½N½SE¾) of Section 5, Township 16 South, Range 3 West, Chicot County, Arkansas, as depicted by the checkered line on the map below.



I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THIS 9th DAY OF March
20 13, AT 3:35 p.m., AND RECORDED ON THE
20th DAY OF March, 20 13 IN
RECORD BOOK 2013 , PAGE 494 .
JOSEPHINE GRIFFIN, CIRCUIT CLERK
CHICOT COUNTY, ARKANSAS
BY MACIO DELLA DEL
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NOTES





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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