

401± ACRE
HURRICANE CREEK RANCH
AUCTION IN GRANT COUNTY



Hurricane Creek Ranch Consists of 401± Contiguous Acres
Offered in (4) Newly Surveyed Tracts & Combinations
Over a Mile of Frontage on US HWY 167 & 20± Miles South of Little Rock
Working Cattle & Hay Farm w/Excellent Residential Development Potential
TRACT 1: 92.23± Acres | TRACT 2: 95.61± Acres | TRACT 3: 61.55± Acres | TRACT 4: 151.79± Acres

On-site & Online Auction

Friday | August 26, 2022 | 11:00 A.M.
8688 US-167 | Sheridan, Arkansas 72150

WilsonAuctioneers.com

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: **TRACTS 1 - 4: \$25,000.00 (PER TRACT)**, All in the Form of a Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ **Offers Prior to Auction Day are Welcome.**

CLOSING COMPANY: Lenders Title Company ~ Closing Agent: Stacey Westpheling ~ 3300 Commonwealth Drive (Ste. 200), Bryant, Arkansas 72022 ~ (501) 847-1129 ~ Fax/ 847-6201.

GENERAL INFORMATION:

401+/- Contiguous Acres (Hurricane Creek Ranch)

TRACT 1: **92.23+/- Acres** of Improved Pasture w/HWY Frontage

TRACT 2: **95.61+/- Acres** of Improved Pasture w/HWY Frontage & Creek Frontage

2,300+/- Square Foot Brick Home, in Need of Repair

4+/- Acre Stocked Pond

TRACT 3: **61.55+/- Acres** of Improved Pasture w/HWY Frontage & Creek Frontage

1,300+/- Square Foot Fixer-Upper Home

45x75 Foot Horse Barn

TRACT 4: **151.79+/- Acres** of Improved Pasture w/HWY Frontage

6,360+/- Square Foot Shop Building

8,000+/- Square Foot Hay/Equipment Shed (80x100 Ft.)

Utilities – All Utilities, Including Municipal Water, Electricity, Natural Gas & Sewer

2021 Real Estate Taxes – \$4,121.81

School District – Sheridan

The information in this packet is believed to be accurate and from reliable sources, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. All references to age, square footage, income, taxes, aerals, plats, surveys, and expenses, but not limited to, are approximate. Buyers should conduct their own independent investigations and rely only on those results. Neither Wilson Real Estate Auctioneers, Inc. nor the Seller assumes liability for the information provided.

LEGAL DESCRIPTION:

Part of the East One Half of the Southwest Quarter and part of the Southwest Quarter of the Southwest Quarter, all in Section 25, Township 3 South, Range 13 West, and part of the Northwest Quarter and part of the North Half of the Southwest Quarter and part of the North Half of the Southeast Quarter and part of the West Half of the Northeast Quarter all in Section 36, Township 3 South, Range 13 West, Grant County, Arkansas, being more particularly described as follows: Beginning at a found One inch pipe used for the Southeast corner of the Northeast Quarter of the Southeast Quarter, Section 36; thence North 89 degrees 32 minutes 31 seconds West 3564.37 feet along the South line of the North Half of the said Southeast Quarter and the South line of the North One Half of the Southwest Quarter to a point; thence North 00 degrees 45 minutes 23 seconds East 572.47 feet to a point; thence North 89 degrees 39 minutes 24 seconds West 305.55 feet to a point in the centerline of Poly Branch; thence along the said centerline the following Seven courses and distances: Thence North 47 degrees 08 minutes 10 seconds West 112.20 feet to a point; thence North 68 degrees 38 minutes 43 seconds West 431.15 feet to a point; thence North 60 degrees 20 minutes 04 seconds West 165.13 feet to a point; thence North 65 degrees 01 minutes 49 seconds West 192.17 feet to a point; thence South 60 degrees 28 minutes 27 seconds West 136.51 feet to a point; thence North 42 degrees 11 minutes 58 seconds West 170.94 feet to a point; thence North 56 degrees 26 minutes 22 seconds West 121.85 feet to a point; thence North 90 degrees 00 minutes 00 seconds West 240.84 feet to a point on the West line of said Section 36; thence North 00 degrees 39 minutes 36 seconds East 350.53 feet along the said West line to a point on the East right of way line of Arkansas State Highway Number 167 as shown on right of way maps for Job Numbers 020318 and 6422; thence along the said East right of way the following thirteen (13) courses and distances; thence North 08 degrees 44 minutes 10 seconds East 154.82 feet to a point; thence North 14 degrees 17 minutes 54 seconds East 150.90 feet to a point; thence North 07 degrees 42 minutes 00 seconds East 350.04 feet to a point; thence North 17 degrees 02 minutes 57 seconds East 101.12 feet to a point; thence North 02 degrees 51 minutes 41 seconds East 99.82 feet to a point; thence North 08 degrees 05 minutes 37 seconds East 346.06 feet to a point; thence North 13 degrees 43 minutes 42 seconds East 441.93 feet to a point; thence North 18 degrees 28 minutes 00 seconds East 291.54 feet to a point; thence North 14 degrees 09 minutes 49 seconds East 148.19 feet to a point; thence South 65 degrees 57 minutes 44 seconds East 50.00 feet to a point; thence along the arc of a 3709.72 foot radius curve to the right having a chord bearing and distance of North 35 degrees 24 minutes 43 seconds East 1463.25 feet to a point; thence North 44 degrees 07 minutes 08 seconds West 31.59 feet to a point; thence North 45 degrees 52 minutes 52 seconds East 1996.66 feet to a point on the East line of the Northeast Quarter of the Southwest Quarter, Section 25; thence South 01 degree 41 minutes 03 seconds West 2146.88 feet along the said East line of the Northeast Quarter of the Southwest Quarter and the East line of the Southeast Quarter of the Southwest Quarter to the Southeast corner thereof; thence South 89 degrees 24 minutes 15 seconds East 1319.70 feet along the North line of the West One Half of the Northeast Quarter, Section 36; thence South 00 degrees 53 minutes 19 seconds West 2613.66 feet along the East line of the said West Half of the Northeast Quarter to a found Five Eighths inch rebar and used for the Northwest corner of the Northeast Quarter of the Southeast Quarter; thence South 89 degrees 37 minutes 38 seconds East 1313.08 feet along the North line of the said Northeast Quarter of the Southeast Quarter to a found One and One Quarter inch pipe (International Paper Company Cap) and used for the Northeast corner of the said Northeast Quarter of the Southeast Quarter; thence South 01 degree 03 minutes 59 seconds West 1326.45 feet along the East line of the said Northeast Quarter of the Southeast Quarter to the point of beginning.



RECORD INFORMATION

CERTIFICATE OF AUTHORIZATION:
 CRAFTON, TULL & ASSOCIATES, INC.
 No. 109
 KANSAS ENGINEER

VICINITY MAP

AUCTION EXHIBIT ONLY
 N1/2 SE1/4, W1/2 NE1/4, PART OF THE N1/2 SW1/4
 AND PART OF THE NW1/4 OF SEC. 36
 TOWNSHIP 3 SOUTH, RANGE 13 WEST

PREPARED FOR:
 WILSON AUCTIONEERS

SHERIDAN ARKANSAS

DELTA	DESCRIPTION	DATE

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

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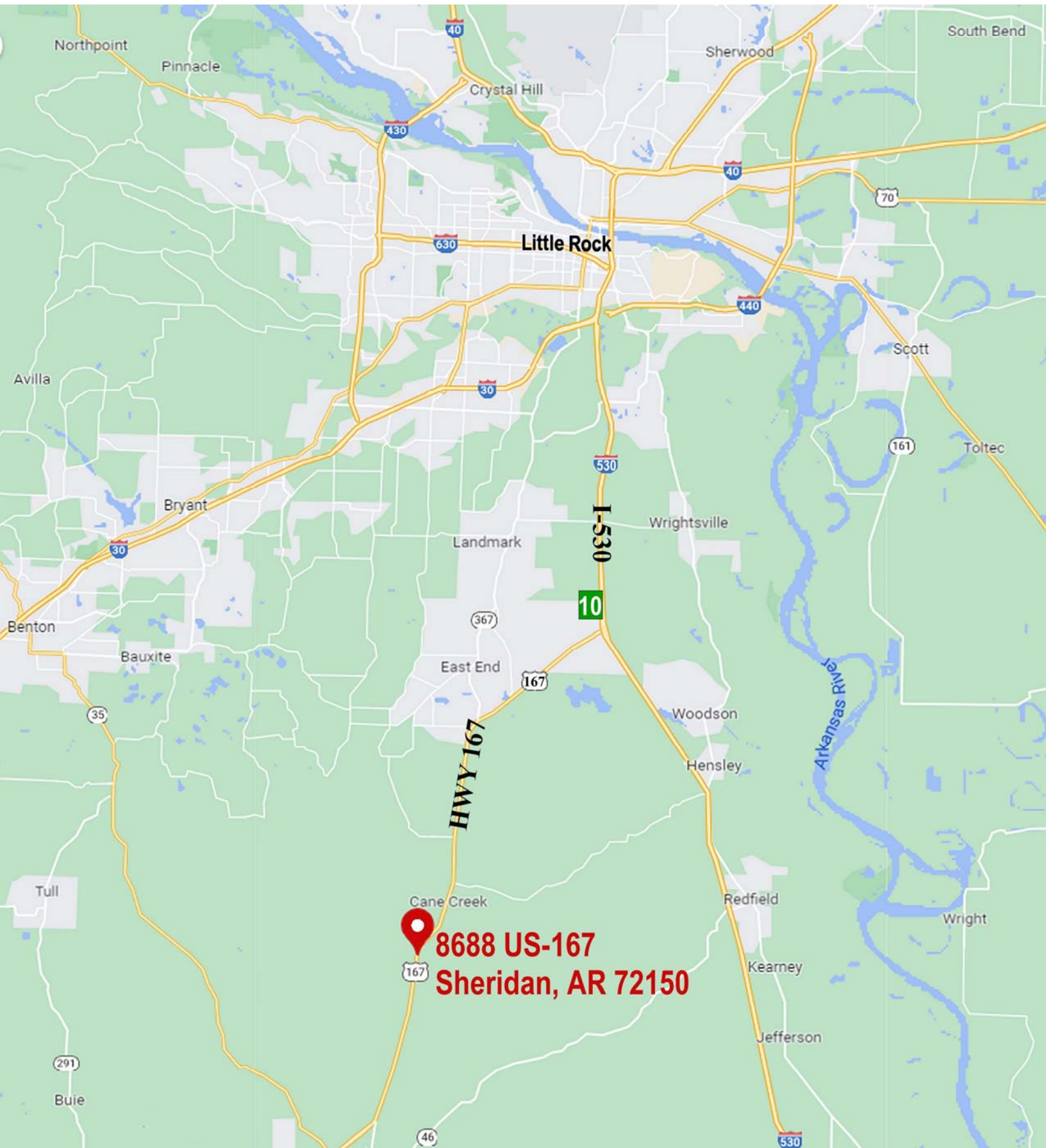
PROJECT NO.:	CBSV0008
ISSUE DATE:	07/19/2022
DRAWN BY:	B.COLES
APPROVE BY:	M.NGUYEN
SHEET NO.:	

1 OF 1

HURRICANE CREEK RANCH



US HWY 167



8688 US-167
Sheridan, AR 72150

Multi-Par Auction Method

The Multi-Parcel (multi-par) auction method allows the buyer to maintain control of any tracts or parcel throughout the auction, regardless of the combination of the tracts.

With the multi-par you select the lots you wish to purchase and bid on them, first by the acre and then in whole dollars.

After a per acre price has been established by individual tracts, for the entire acreage, any bidder may add to the total amount bid on any tracts in the preset dollar amount established at the beginning of the auction or as new bids are posted.

If no advance of bid is made within a specified time frame, then the lots will be announced closed.

Advantage of the Multi-Par Method

- No one is knocked out of bidding at any time. In phase II, you may bid on any tract or combination of tracts.
- You may combine any or all tracts in any grouping throughout phase II of the auction as well post new bids on any single tract bid or combination bids already posted.
- At any time you can look at the lots displayed on large boards and see the high bid and whether you have control of that tract. The High Bidders will have a star (*) beside their winning bid or combination.
- Since everyone who is participating in the auction event can choose which property they want to buy and the price is set by the bidder, everyone has the same opportunity to buy regardless of the other bidder's possible wealth or bidding strength.

Helpful bidding tips

- Bid on only the tracts or items that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts or none at all then bid when combination of tracts are permitted. Remember, any bid posted is considered active and could be back in winning position at any time during the auction.
- Don't wait to bid at the end... prices don't go down. Waiting only invites more people to jump in at the last moment. Remember, it is better to defend your position than to take it from someone else.
- Prior to the auction determine your buying strategy. Determine what you want to buy and how much you can spend. Use the auction floor staff to help you with the math during the auction event.

WILSON REAL ESTATE AUCTIONEERS, INC.

TERMS OF AUCTION

Wilson Real Estate Auctioneers, Inc., an Arkansas corporation headquartered at 929 Airport Road, Hot Springs, Arkansas 71913 (telephone 877-243-2289 or 501-624-1825 and facsimile 501-624-3473) and its Arkansas broker, Joe R. Wilson (“Broker”) whose address is 929 Airport Road, Hot Springs, Arkansas 71913 (these parties collectively “Auctioneer”) have contracted with (“Seller”) to offer to sell at public auction (“Auction”) certain real property (“Property”). These terms, plus any additions, deletions, and/or revisions announced by Auctioneer before the commencement of the Auction, represent the exclusive terms for the Auction (“Terms of Auction”).

1. **AGENCY:** Auctioneer is acting exclusively as an agent for Seller and not as an agent for any Bidder or Buyer. No third-party broker is acting as a sub-agent of Auctioneers.
2. **PROPERTY:** The Property is described in the Property Information Packet (“Information Packet”), a copy of which is available from Auctioneer and posted at the Auction.
3. **DUE DILIGENCE:** Seller and Auctioneer do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice and conduct due diligence on the Property, title commitment (available from Auctioneer and posted at the Auction), surrounding area, all information provided by Seller or Auctioneer, “Property Information Packet” (available from Auctioneer, online at www.wilsonauctioneers.com, and posted at the Auction), public records, Terms of Auction, Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, matters, problems, and other relevant matters (collectively “Property Issues”). All information provided by Auctioneer came from Seller and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Seller and Auctioneer are not required to update any information provided or published and shall have no liability on any basis for failing to do so.
4. **DISCLAIMER:** Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors and employees, shall have no liability on any basis. The Property will be offered in “**AS IS, WHERE IS**” condition. To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the Terms of Auction and the Sale Contract.
5. **DISCLOSURES:** The Property will be offered for sale and conveyed subject to all conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions and matters of record. Maps, depictions and sketches in any materials related to the Property are for illustration purposes only and Seller and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness, Residential dwellings built prior to 1978 may include lead-based paint. Buyer of such property must immediately execute a “Lead-Based Paint Waiver” in favor of Seller to be made part of the Sale Contract, thereby waiving Buyer’s right to conduct any risk assessment or inspection for lead-based paint hazards. Every Bidder should read and understand the lead hazard information pamphlet provided and the “Lead Warning Statement” in the Sale Contract.
6. **REGISTRATION:** Any competent adult with a satisfactory photo identification who properly registers and complies with the Terms of Auction may bid. Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem for Seller or Auctioneer. Bidder must present a cashier’s check in the amount specified under “Terms on Real Estate” to Auctioneer at registration. This must be in the form of cashier’s check, made payable to Bidder. Any person intending to bid on behalf of another must present Auctioneer with an executed, enforceable, recorded and unexpired power of attorney which is subject to Auctioneer’s approval. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

7. *BUYER'S PREMIUM:* A ten-percent (10.00%) buyer's premium shall be in effect for the Auction and added to the amount of the highest bid to arrive at the selling price for the Property ("total contract price").
8. *AUCTION:* Auctioneer's discretion includes, but is not limited to, the auction method, bid-calling, bid increments and determining the buyer. The decision of Auctioneer is final regarding all matters that arise before, during, or after the Auction. Seller shall not bid, unless the auction is ordered by the court. Bidder shall not retract any bid. Bidder's purchase shall be considered a single transaction whether of the whole or a fraction of the Property. The sale of any fraction of the Property shall not be contingent upon the sale of any other portion thereof, whether purchased by the same Buyer or not.
9. *SALE CONTRACT:* This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer shall immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to the sale of the Property. Any Buyer purchasing on behalf of a business or arm of government ("artificial person") shall immediately execute the Sale Contract in both the artificial person's and buyer's names, until such time as the artificial person presents Auctioneer with acceptable, written evidence of the artificial person's good standing in its state of formation, plus written authority, in a form acceptable to Auctioneer, agreeing to be bound by the Sale Contract. The Terms of Auction are incorporated into the Sale Contract which defines the entire agreement between Seller and Buyer. The Terms of Auction complement the Sale Contract and, in the event of any conflict between them, the Sale Contract shall control in all instances. Buyer shall execute the Sale Contract and no addition, deletion, or revision shall be permitted.
10. *DEPOSIT:* Buyer shall immediately pay to Wilson Real Estate Auctioneers, Inc. a cashier's check in the amount specified under "Terms on Real Estate". If for any reason Buyer fails to timely execute the Sale Contract or pay the deposit, Seller has sole discretion, to: (a) pursue all legal and equitable remedies available against Buyer, or (b) declare Buyer's bid to be immediately forfeited, null and void, without any requirement of notice, and immediately re-sell the Property to another buyer.
11. *ARBITRATION:* Any action, claim, controversy, counterclaim, dispute, or proceeding arising out of the Property Issues and involving Seller, Bidder, Buyer, or Auctioneer, in any combination, whether controlled by federal or state law, and whether an issue of law or equity, including the determination of the scope and applicability of this agreement to arbitrate, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, and decided by a panel of three (3) independent arbitrators. Judgment on the arbitration award may be entered in any court having jurisdiction. The parties waive the right to any legal action and trial by jury. The costs of arbitration, including the fees and expenses of the arbitrators, but not including the parties' attorneys' fees, shall initially be paid equally by them. The prevailing party shall be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees. All aspects of any arbitration shall be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person, and the parties shall jointly move the court entering judgment on the arbitration award to so order. Any arbitration must be commenced within two (2) years from the date when the cause of arbitration accrues, or it will be forever barred. The right of arbitration shall accrue, and the two (2) year limitation period shall begin to run on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.
12. *CHOICE OF LAW, JURISDICTION AND VENUE:* Any Auction matter shall be exclusively construed and governed in accordance with the laws of the State of Arkansas without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be the County of Garland in the State of Arkansas.
13. *MISCELLANEOUS:* The Terms of Auction shall bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction shall be made, except by Auctioneer's written revision or announcement at the Auction.
14. *OFFERS:* If an offer is submitted to the seller during the marketing period or the online bidding time period, the seller reserves the right to cancel the auction at his / her discretion.

ATTENTION: CATTLE FARMERS, DEVELOPERS, OUTDOORSMEN & LAND BUYERS!

Hurricane Creek Ranch Consists of 401+/- Contiguous Acres 20+/- Miles South of Little Rock w/Over a Mile of Frontage on US HWY 167 ~ Working Cattle & Hay Farm ~ Offered in (4) Surveyed Tracts & Combinations ~ Live, Online Bidding Available!

**401+/- ACRE HURRICANE CREEK
RANCH AUCTION IN GRANT COUNTY
FRIDAY ~ AUGUST 26, 2022 ~ 11:00 A.M.
8688 US-167 ~ SHERIDAN, AR 72150**

DIRECTIONS: From I-530 Exit 10, South of Little Rock, Travel 12.5+/- Mi. South on US HWY 167 ~ Watch for Auction Signs & Ranch on the Left.

REAL ESTATE DESCRIPTION: Hurricane Creek Ranch Consists of 401+/- Contiguous Acres Located in Grant County, Arkansas, 20+/- Miles South of Little Rock w/Over a Mile of Frontage on US HWY 167 ~ The Property is a Meticulously Maintained Working Cattle & Hay Farm & Will be Offered in (4) Newly Surveyed, Individual Tracts & Combinations ~ Existing Established Levee for Hurricane Creek Water Control ~ Exceptional Deer & Turkey Hunting, as well as Fishing ~ Equestrians will Also find this Property Well-Suited for Horses & Riding ~ Some of the Many Recent Improvements to the Farm Include All New Barbed Wire Fencing Around the Perimeter, Board Pasture Fencing Along the Highway Frontage, Improved Cattle Working Pens, Interior Roads & Drainage Pipes Recently Installed Throughout the Pastures to Allow Year-Round Access to the Entire Property ~ All the Fields have Access to City Water w/Automatic Waterers Added to (4) Fields ~ **TRACT 1: 92.23+/- Acres** of Improved Pasture w/HWY Frontage & Mature Timber Along the Creek Frontage ~ Excellent Hunting Tract ~ **TRACT 2: 95.61+/- Acres** of Improved Pasture w/HWY Frontage & Creek Frontage Containing a 2,300+/- SF Brick Home in Need of Repair & a 4+/- Acre Stocked Pond ~ **TRACT 3: 61.55+/- Acres** of Improved Pasture w/HWY Frontage & Creek Frontage Containing a 1,300+/- SF Fixer Upper Home & a (45x75 Ft.) Horse Barn w/Metal Poles, Wood Trusses & a Metal Roof ~ **TRACT 4: 151.79+/- Acres** of Improved Pasture w/HWY Frontage & Mature Timber Along the Creek Frontage Containing a 6,360+/- SF Shop Building, w/Steel Trusses on a 6 inch Concrete Slab w/Blown Insulation & 18 Ft. Sidewalls, Containing a Bathroom & Office w/Heat & Air ~ 8,000+/- SF Hay/Equipment Shed (80x100 Ft.) w/Iron Trusses & a Metal Roof w/Board Fence Around the Perimeter ~ All Utilities, Including Municipal Water, Electricity, Natural Gas & Sewer ~ This Property Would make an Excellent Cattle Farm, Residential Development Property, or Recreational Piece ~ Sheridan School District ~ **Offers Made Prior to Auction Day are Welcome & Encouraged!** ~ For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

TERMS ON REAL ESTATE: TRACTS 1 - 4: \$25,000.00 (PER TRACT), All in the Form of a Cashier's Check made Payable in Your Name or Wilson Auctioneers, Inc. Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ **Offers Prior to Auction Day are Welcome.**

INSPECTION: Property can be Viewed Anytime ~ Contact Agent, **Doug Westgate at 501-815-4004/doug@wilsonauctioneers.com** ~ Doors Open & Auctioneers will be On-site at 10:00 a.m. for Inspection on Auction Day.

Announcements made day of sale take precedence over printed material.

WILSON REAL ESTATE AUCTIONEERS, INC.

Leading Real Estate Auctioneers "Since 1961"

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WEBSITE: WilsonAuctioneers.com - AAL #4