

**844± ACRE
MISSISSIPPI RIVER
RECREATIONAL LAND AUCTION**



On-site & Online Auction

Thursday | August 25, 2022 | 11:00 A.M.

Phillips Road 422 | Elaine, Arkansas 72333

WilsonAuctioneers.com

GENERAL INFORMATION

LEGAL DESCRIPTION: See Exhibit "A"

TERMS AND CONDITIONS: \$100,000.00 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: Pro Land Title Company ~ Closing Agent: Jessica Foyil jfoyl@prolandtitle.com ~ 103 N. Main Street, Searcy, Arkansas 72143 ~ (501) 380-7686 ~ Fax/398-0166.

GENERAL INFORMATION:

844+/- Deeded Acres w/an Additional 266+/- Developing Accretion Acres

Along the Mississippi River

2021 Real Estate Taxes – \$1,140.67

One of the Best & Most Unique Hunting & Fishing Properties in Arkansas!

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, aerials, 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.

Exhibit "A"
Property Description

PROPERTY LOCATED IN SECTIONS THIRTY-FOUR (34) AND THIRTY-FIVE (35), TOWNSHIP FOUR (4) SOUTH,

RANGE THREE (3) EAST AND SECTION THREE (3), TOWNSHIP FIVE (5) SOUTH, RANGE THREE (3) EAST,

PHILLIPS COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN MARKING THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 89°32'16" EAST 1340.26 FEET ALONG THE NORTH LINE THEREOF TO AN IRON PIN MARKING

THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THE WEST HALF (W1/2) OF THE

WEST HALF (W1/2) OF SAID SECTION 34;

THENCE CONTINUE NORTH 89°32'16" EAST 5708.48 FEET ALONG THE NORTH LINE OF SAID SECTIONS 34 AND

35 TO AN IRON PIN LYING IN THE CENTERLINE OF FORMER ISLAND SIXTY-TWO CHUTE

THENCE SOUTH 27°54'29" WEST 124.40 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 16°24'29" WEST 150.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 28°54'29" WEST 110.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 49°54'29" WEST 140.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 15°54'29" WEST 180.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 8°54'29" WEST 200.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 6°05'31" EAST 200.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 12°35'31" EAST 260.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 23°24'29" WEST 300.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 18°54'29" WEST 150.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 24°54'29" WEST 140.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 29°39'29" WEST 380.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 47°54'29" WEST 170.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 19°54'29" WEST 180.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 29°54'29" WEST 130.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 48°54'29" WEST 80.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 36°54'29" WEST 200.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 33°54'29" WEST 400.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 23°54'29" WEST 200.00 FEET ALONG THE SAID CENTERLINE TO A POINT;

THENCE SOUTH 33°24'29" WEST 200.00 FEET ALONG THE SAID CENTERLINE TO AN IRON PIN;

THENCE SOUTH 88°54'29" WEST 123.40 FEET TO AN IRON PIN LYING ON THE EAST LINE OF SAID SECTION 34;

THENCE SOUTH 0°39'28" EAST 4153.75 FEET ALONG THE EAST LINE OF SAID SECTIONS 34 AND J TO AN IRON

PIN LYING ON THE MEAN HIGH WATER MARK OF THE MISSISSIPPI RIVER;

THENCE SOUTH 87°31'11" WEST 328.74 FEET ALONG THE SAID MEAN HIGH WATER MARK TO A POINT;

THENCE SOUTH 81°19'08" WEST 737.24 ALONG THE SAID MEAN HIGH WATER MARK TO A POINT;

THENCE SOUTH 90°00'00" WEST 433.64 ALONG THE SAID MEAN HIGH WATER MARK TO A POINT;

THENCE SOUTH 76°48'20" WEST 595.66 ALONG THE SAID MEAN HIGH WATER MARK TO A POINT;

THENCE SOUTH 90°00'00" WEST 563.37 ALONG THE SAID MEAN HIGH WATER MARK TO A POINT;

THENCE NORTH 79°35'12" WEST 885.37 FEET ALONG THE SAID MEAN HIGH WATER MARK TO A POINT;

THENCE SOUTH 86°56'07" WEST 569.02 FEET ALONG THE SAID MEAN HIGH WATER MARK TO AN

IRON PIN

LYING IN THE EAST LINE OF THE WEST HALF (W1/2) OF THE WEST HALF (W1/2) OF SAID SECTION 3;

THENCE NORTH 0°15'24" WEST 7669.86 FEET ALONG THE EAST LINE OF THE WEST HALF (W1/2) OF THE WEST

HALF (W1/2) OF SAID SECTIONS 3 AND 34 TO THE POINT OF BEGINNING, CONTAINING 844 ACRES, MORE OR

LESS, INCLUDING ALL ACCRETIONS THERETO, WITHIN THE LIMITS OF THE PROJECTED BOUNDARY LINES

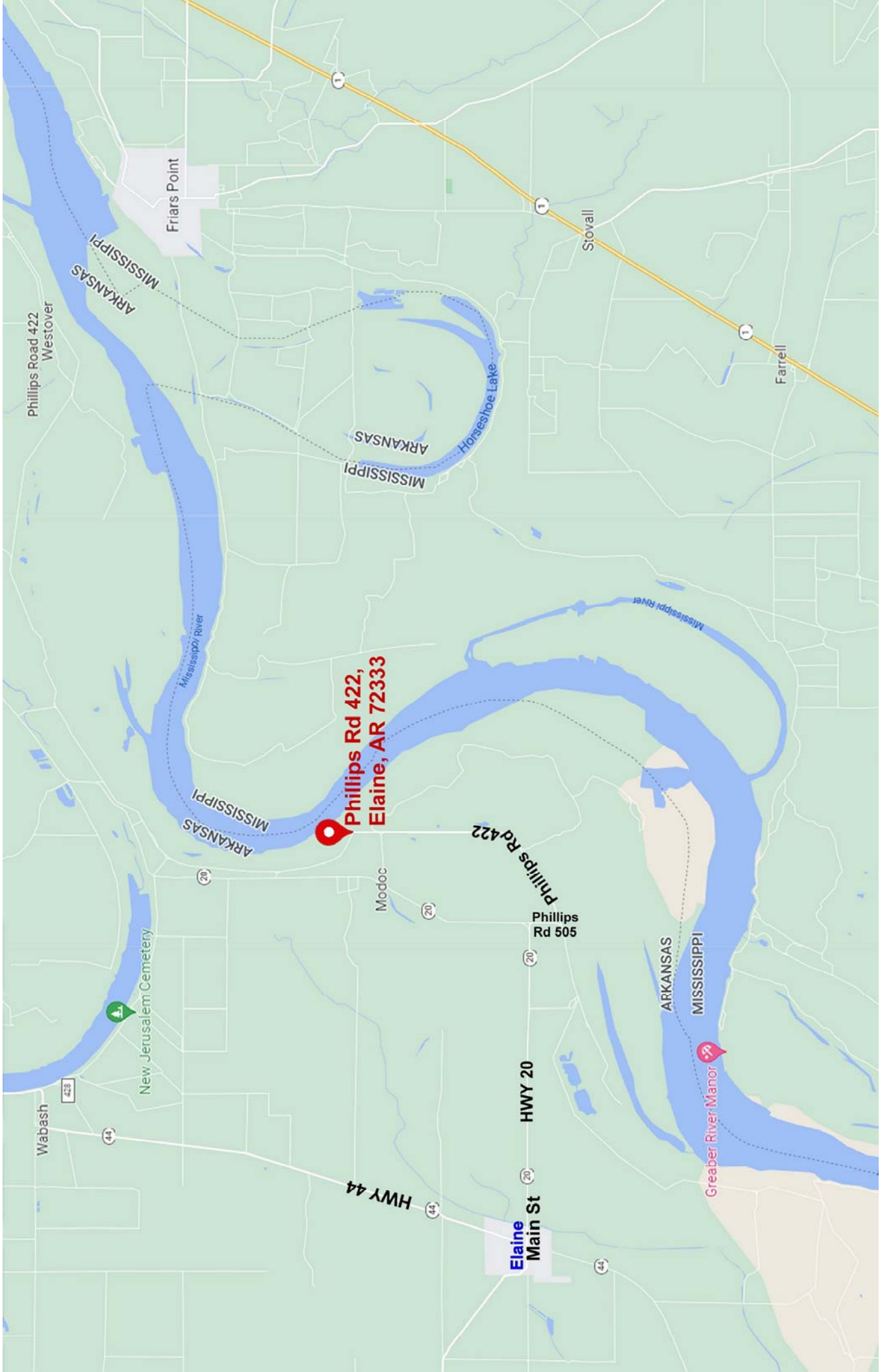
(ACCORDING TO BOUNDARY LINE AGREEMENTS RECORDED IN BOOK 475, PAGE 325 AND BOOK 475, PAGE

385). THE PROPERTY IS SUBJECT TO THE RIGHT OF WAY OF THE MISSISSIPPI RIVER LEVEE, AS SHOWN ON

ATTACHED PLAT.

BEARINGS USED IN THIS DESCRIPTION ARE BASED ON GRID NORTH FROM THE ARKANSAS SOUTH STATE

PLANE COORDINATE SYSTEM USING NAD'83.



**Phillips Rd 422,
Elaine, AR 72333**

Greaber River Manor

**Elaine
Main St**

HWY 20

HWY 44

**Phillips Road 422
Westover**

New Jerusalem Cemetery

Stovall

Farrell

Phillips Rd 422

Phillips Rd 505

Modoc

Friars Point

Horseshoe Lake

**MISSISSIPPI
ARKANSAS**

**MISSISSIPPI
ARKANSAS**

**MISSISSIPPI
River**

**MISSISSIPPI
River**

**MISSISSIPPI
ARKANSAS**

Wabash

44

423

20

20

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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: DEER & DUCK HUNTERS, OUTDOORSMEN & LAND BUYERS!

844+/- Deeded Acres w/an Additional 266+/- Developing Accretion Acres Along the Mississippi River ~ Gated Entrance ~ Mature Hardwood Timber ~ Private Sandbar ~ Food Plots ~ Shooting Lanes ~ Tillable Ground ~ Live, Online Bidding Available!

**844 +/- ACRE MISSISSIPPI RIVER
RECREATIONAL LAND AUCTION**

THURSDAY ~ AUGUST 25, 2022 ~ 11:00 A.M.

PHILLIPS ROAD 422 ~ ELAINE, AR 72333

DIRECTIONS: *From HWY 44 & Main Street in Elaine, AR ~ Head East 3.5 Miles on HWY 20 ~ Turn Right onto Phillips Road 505 & Travel 1/2 Mile ~ Turn Left onto Phillips Road 422 & Travel 1 Mile ~ Watch for Auction Sign & Property Entrance on Right.*

REAL ESTATE DESCRIPTION: This Exceptional Recreational Property Must be Seen to be Appreciated! ~ One of the Best & Most Unique Hunting & Fishing Properties in Arkansas, Consisting of 844+/- Deeded Acres w/an Additional 266+/- Developing Accretion Acres as a Bonus in the form of a Private Sandbar Along the Mississippi River Frontage ~ Mature Hardwood Timber Covers the Vast Majority of the Property w/an Established Interior Trail System Leading to Multiple Food Plots, Shooting Lanes & Tillable Ground Planted in Soybeans ~ From the Time you Drive through the Gated Entrance at the Well-Maintained Levee at the North End of the Land until you Reach the Mississippi River at the South End, you can Expect to see Tons of Deer Signs, Including Giant Rubs, Flooded Timber Bottoms Enjoyed by Mallards, Dry Ridges for Turkey & a Private Sand Bar Along the Mississippi River ~ Phillips County is Known for its Trophy Whitetail Deer & Many of those Monster Bucks have come from this Modoc Landing Area ~ Located 5 Miles East of Elaine, Arkansas & Only 20+/- Miles South of Helena/West Helena, Arkansas ~ **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: \$100,000.00 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. on Auction Day.

Announcements made day of sale take precedence over printed material.

WILSON REAL ESTATE AUCTIONEERS, INC.

Leading Real Estate Auctioneers "Since 1961"

501-624-1825 * PB00000481, Joe Wilson

WEBSITE: WilsonAuctioneers.com - AAL #4