

ABSOLUTE LINCOLN COUNTY LAND AUCTION

Wed. | May 19, 2021 | 11:00 A.M.

Addison Road

Star City, Arkansas 71667



116± Acres on Addison Road in Lincoln County | Offered in (2) Tracts & its Entirety Frontage on Both Sides of Addison Rd. | Public Water Available | Deer & Duck Hunting!
(TRACT 1) Contains 85± Acres & has 0.3± MI. of Frontage Along Addison Road | Bayou Bartholomew Borders the Northern Portion of the Property
(TRACT 2) Contains 31± Acres & is Accessed by an Easement from a Farm Road | The Southern Portion has Seasonal Water from Bradshaw Brake (Fish Lake)
Selling Regardless of Price to the Highest Bidder on Auction Day!



WilsonAuctioneers.com

April 20, 2021

Dear Prospective Buyer:

This 116+/- acre tract has approximately 0.3 miles of frontage along either side of Addison Road and will be offered in (2) tracts and its entirety. The bulk of the property is tree-covered with some "Duck Holes" cut in the southern portion of the property. Deer and ducks are in abundance on this property which makes for excellent hunting. **This incredible property is selling regardless of price to the highest bidder on auction day!**

Tract 1 contains 85+/- acres and has 0.3+/- miles of frontage along Addison Road. Bayou Bartholomew borders the northern portion of the property. There is public water available along Addison Road from the Ladd Waters Users Association.

Tract 2 contains 31+/- acres and is accessed by an easement from a farm road. The southern portion of the property has seasonal water from Bradshaw Brake (Fish Lake).

If you have further questions after reviewing this information packet, please do not hesitate to call me, **Ken Bethge, at (870) 550-5274**. We look forward to working with you on auction day at **Addison Road in Star City, Arkansas, at 11:00 a.m. on May 19th.**



B.K. (Ken) Bethge, Jr.
Associate Real Estate Broker
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: **(TRACT 1)** \$15,000.00 ~ **(TRACT 2)** \$5,000.00, 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 ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

CLOSING COMPANY: Arkansas Southeast Title, Inc. ~ Closing Agent: Pam Blissitt (arsetitle@att.net) ~ 207 West Oak Street, McGehee, Arkansas 71654 ~ (870) 222-6660 ~ Fax/222-6661.

GENERAL INFORMATION: This 116+/- Acre Tract has Approx. 0.3 Mi. of Frontage Along either Side of Addison Road & Will be Offered in (2) Tracts & its Entirety ~ **(TRACT 1)** Contains 85+/- Acres & has 0.3+/- Mi. of Frontage Along Addison Road ~ Bayou Bartholomew Borders the Northern Portion of the Property ~ Public Water is Available Along Addison Road from the Ladd Waters Users Association ~ **(TRACT 2)** Contains 31+/- Acres & is Accessed by an Easement from a Farm Road ~ The Southern Portion of the Property has Seasonal Water from Bradshaw Brake (Fish Lake) ~ The Bulk of the Property is Tree-Covered w/some "Duck Holes" Cut in the Southern Portion of the Property ~ Deer & Ducks are in Abundance! ~ **Remember, this Incredible Property is Selling Regardless of Price to the Highest Bidder on Auction Day!**

REAL ESTATE TAXES FOR YEAR 2020: \$93.00 (for total property)

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: TRACT 1

DESCRIPTION OF A 85.02 ACRE TRACT

Description of a 85.02 acre tract of land situated in the Northeast $\frac{1}{4}$ of Section 32 and the Northwest $\frac{1}{4}$ of Section 33, T 7 S – R 8 W, Lincoln County, Arkansas further described as follows;

BEGINNING at a found rebar at the northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, T 7 S – R 8 W, Lincoln County, Arkansas thence run South $89^{\circ}36'03''$ West along the south line of the Northwest $\frac{1}{4}$ of Section 33 for 1327.16 feet to a set $\frac{5}{8}''$ rebar; thence run South $89^{\circ}24'58''$ West along the south line of the Northeast $\frac{1}{4}$ of Section 32 for 1987.84 feet to a 1" iron pipe at the southwest corner of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 32; thence run North $00^{\circ}13'11''$ West along the west line of said East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ for 1323.03 feet to a 1" iron pipe at the northwest corner thereof; thence run South $89^{\circ}04'24''$ West along the south line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ for 662.86 feet to a 1" iron pipe at the southwest corner thereof; thence run North $00^{\circ}13'44''$ West along the west line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ approximately 1034 feet to a point in the centerline of Bayou Bartholomew; thence run in a southeasterly direction along said centerline approximately 1515 feet to a point; thence run South $15^{\circ}27'05''$ East approximately 609 feet to a point; thence run North $76^{\circ}52'49''$ West for 161.06 feet to a found cotton picker spindle in the centerline of a ditch shown as Point A on plat of survey by Messinger & Associates, Inc. dated May 11, 2021; thence run the following courses and distances along said centerline; South $18^{\circ}25'41''$ East 383.43 feet; South $30^{\circ}26'18''$ East 149.12 feet; South $57^{\circ}24'04''$ East 216.87 feet; South $49^{\circ}07'07''$ East 343.41 feet; South $57^{\circ}40'55''$ East 196.79 feet; South $66^{\circ}30'36''$ East 232.02 feet; South $74^{\circ}22'55''$ East 324.85 feet; South $78^{\circ}35'35''$ East 581.71 feet; South $65^{\circ}25'08''$ East 218.15 feet; South $52^{\circ}40'55''$ East 228.60 feet; thence run South $88^{\circ}23'53''$ East along said centerline for 314.38 feet to a point shown as Point B on said plat of survey; thence run South $46^{\circ}48'33''$ West for 112.21 feet to a found rebar and The Point Of Beginning.

The above described tract of land situated in the Northeast $\frac{1}{4}$ of Section 32 and the Northwest $\frac{1}{4}$ of Section 33, T 7 S – R 8 W, Lincoln County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-4471, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 85.02 acres and is subject to a fifteen foot drainage easement along a portion of the north line and all existing easements.

LEGAL DESCRIPTION: TRACT 2

DESCRIPTION OF A 31.34 ACRE TRACT

Description of a 31.34 acre tract of land situated in the West One Half of Section 33, T 7 S – R 8 W, Lincoln County, Arkansas, further described as follows;

BEGINNING at a found rebar at the northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, T 7 S – R 8 W, Lincoln County, Arkansas thence run North $46^{\circ}48'33''$ East for 112.21 feet to a point in the centerline of a ditch shown as Point B on plat of survey by Messinger & Associates, Inc. dated May 11, 2021; thence run the following courses and distances along said centerline; South $50^{\circ}52'39''$ East 41.74 feet; South $81^{\circ}17'21''$ East 118.27 feet; South $82^{\circ}45'56''$ East 847.80 feet; South $11^{\circ}34'55''$ West 82.00 feet; South $06^{\circ}23'57''$ West 294.39 feet; South $02^{\circ}19'57''$ East 668.24 feet to a point; thence run South $23^{\circ}53'36''$ West along said centerline for 232.97 feet to a point in the south line of the aforementioned Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ shown as Point C on said plat of survey; thence run South $89^{\circ}35'16''$ West along said south line for 947.80 feet to the southwest corner of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence run North $00^{\circ}20'24''$ West along the west line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1334.62 feet to a found rebar at the northwest corner thereof and The Point Of Beginning.

The above described tract of land is situated in the West One Half of Section 33, T 7 S – R 8 W, Lincoln County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-4471, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 31.34 acres and is subject to a fifteen foot drainage easement along a portion of the north line and all existing easements.

BAYOU BARTHOLOMEW

ADDISON RD

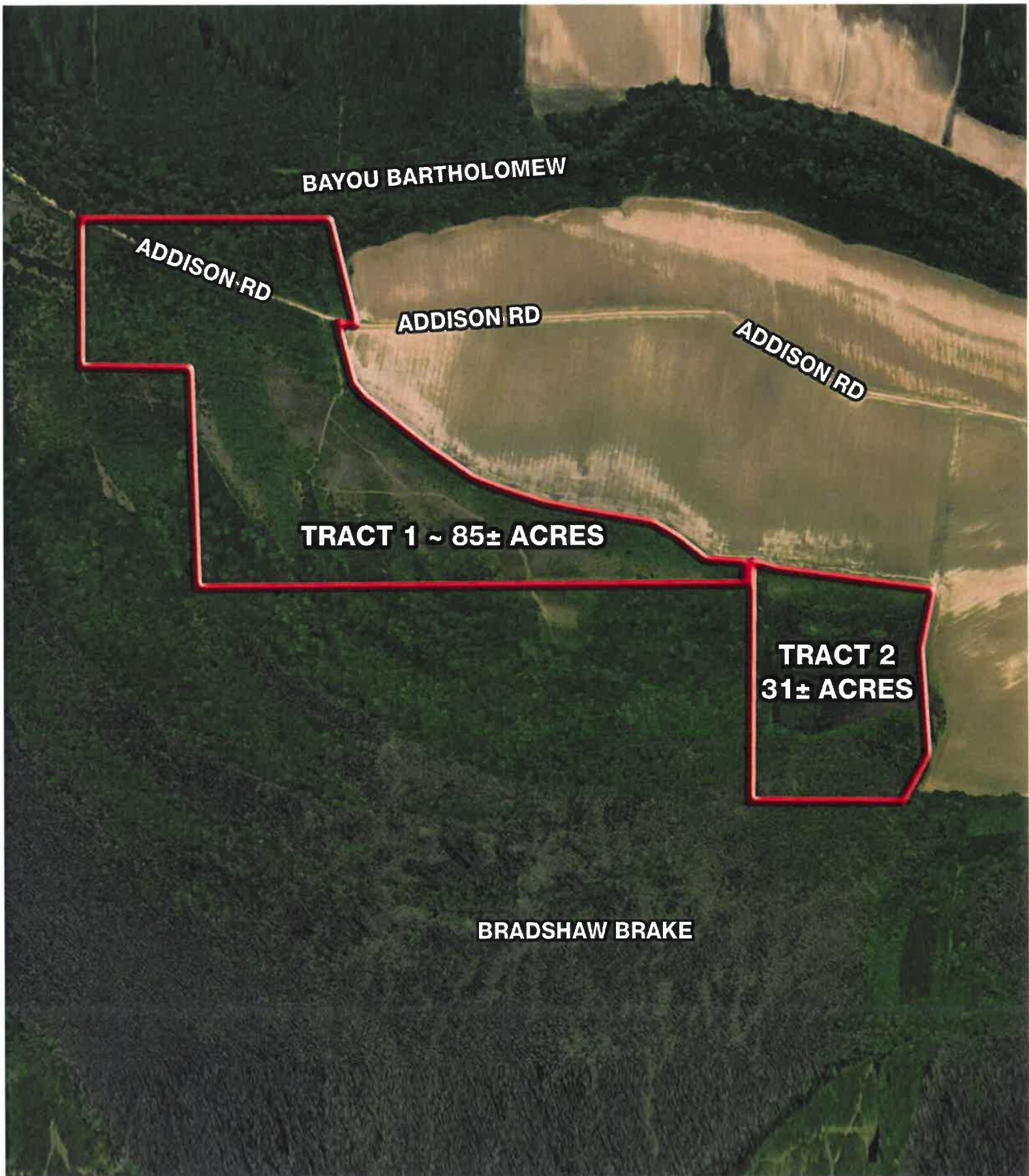
ADDISON RD

ADDISON RD

TRACT 1 ~ 85± ACRES

**TRACT 2
31± ACRES**

BRADSHAW BRAKE



Whicker Farms, LLC

Plat for
Situated in
A Portion of Sections 32 & 33, T 7 S - R 8 W
Lincoln County, Arkansas

MESSINGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
450 East Jefferson Ave
BAPTIST, LA 71220
P (504) 281-4838
F (504) 281-7078
www.messingerinc.com
messingerinc@earthlink.net

SCALE: 1" = 500'
DATE: May 11, 2021
REFERENCE No. 92113/M-4471
PROFESSIONAL LAND SURVEYOR

NOTES:
1. BEARINGS AND ELEVATIONS ARKANSAS STATE PLANE 0302
2. COORDINATES ARKANSAS SOUTH ZONE NAD 83
3. ELEVATIONS NAVD 1988 DATUM
4. THIS CERTIFICATION IS ONLY VALID FOR FIVE YEARS AS OF THE DATE OF ORIGINAL SURVEY.
5. PLAT BASED ON PREVIOUS SURVEY, NO FIELD WORK DONE THIS DATE.
The undersigned hereby certifies that this survey represents an actual field survey, performed under the direct supervision of the undersigned, and is in accordance with the accuracy specifications and position tolerances for a Class "D" Rural Survey, as set forth in the most recent Standards of Practice for Property Boundary Surveys by the Board of Registration for Professional Engineers and Land Surveyors, for the State of Arkansas. If seal and signature do not appear in RED, this is not an original.

Arkansas Survey Plat Codes
Certificate of Authority
Arkansas # 1538
500-075-08W-0-32-100-040-0873
500-075-08W-0-33-304-040-0873

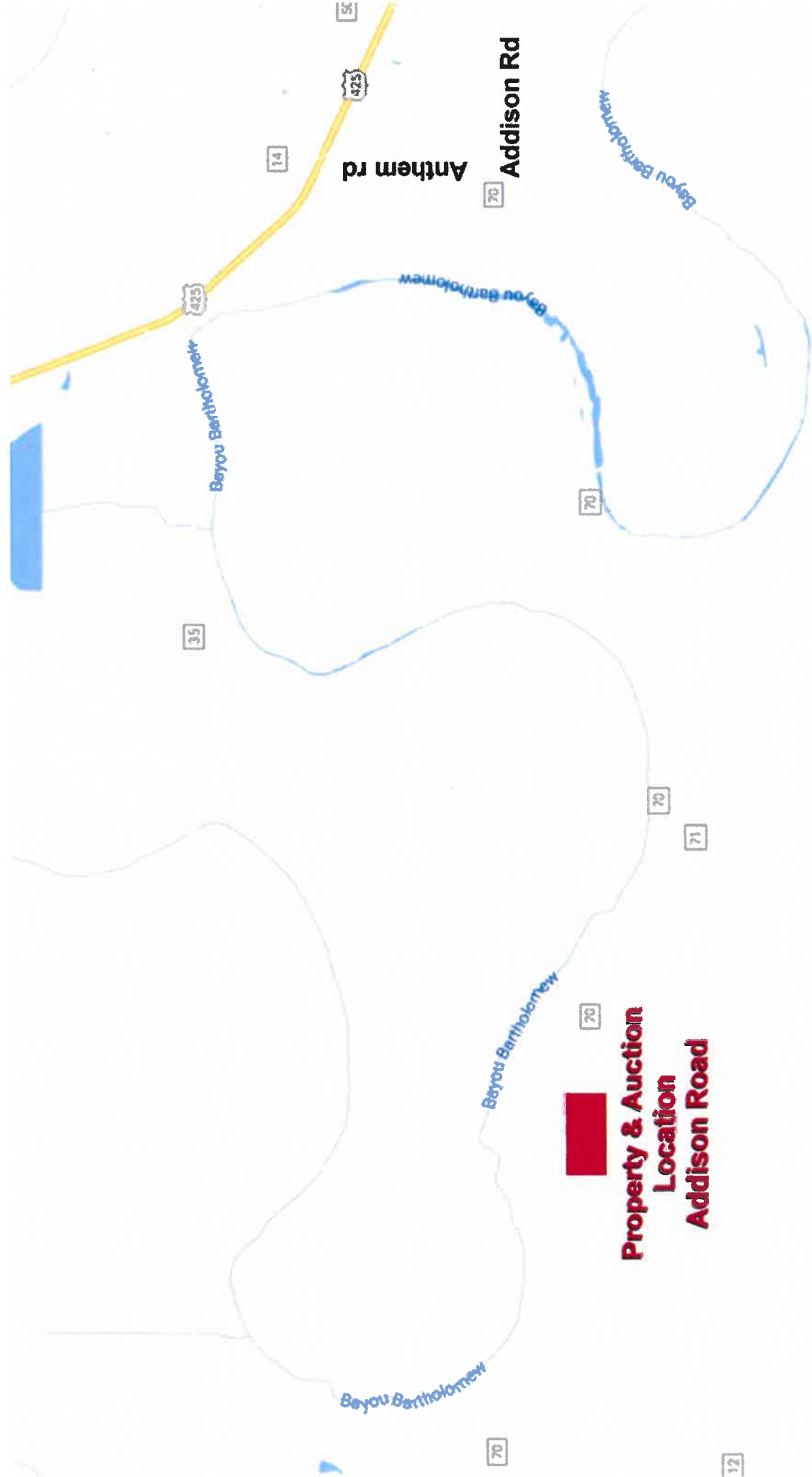
A-B Line Table for Centerline of Ditch

Line #	Length	Direction
L1	383.43	S 18°25'41" E
L2	149.12	S 30°28'18" E
L3	218.87	S 57°24'04" E
L4	343.41	S 49°07'07" E
L5	196.79	S 87°40'58" E
L6	232.02	S 66°30'36" E
L7	324.85	S 74°22'55" E
L8	581.71	S 78°35'36" E
L9	218.15	S 65°25'08" E
L10	228.80	S 82°40'58" E
L11	314.38	S 88°23'53" E

B-C Line Table for Centerline of Ditch

Line #	Length	Direction
L12	41.74	S 50°52'39" E
L13	118.27	S 81°17'21" E
L14	847.80	S 82°45'56" E
L15	82.00	S 17°34'55" W
L16	284.39	S 08°23'57" W
L17	668.34	S 02°19'57" E
L18	232.87	S 23°53'56" W





**Property & Auction
Location
Addison Road**

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: DUCK HUNTERS, DEER HUNTERS & REAL ESTATE INVESTORS!

116+/- Acres on Addison Road in Lincoln County ~ Offered in (2) Tracts & its Entirety ~ Frontage on Both Sides of Addison Road ~ Public Water Available ~ Live, Online Bidding Available ~

SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!

ABSOLUTE LINCOLN COUNTY LAND AUCTION

WEDNESDAY ~ MAY 19, 2021 ~ 11:00 A.M.

ADDISON ROAD ~ STAR CITY, AR 71667

DIRECTIONS: *Travel South on HWY 425 to Anthem Rd. (by Bright Star Missionary Baptist Church) ~ Turn Right onto Anthem Rd. & then Turn Right onto Addison Rd. ~ Travel 4+/- Mi. to the Property (wooded area on either side of Addison Rd.) ~ Watch for Auction Signs.*

REAL ESTATE DESCRIPTION: This 116+/- Acre Tract has Approx. 0.3 Mi. of Frontage Along either Side of Addison Road & Will be Offered in (2) Tracts & its Entirety ~ **(TRACT 1)** Contains 85+/- Acres & has 0.3+/- Mi. of Frontage Along Addison Road ~ Bayou Bartholomew Borders the Northern Portion of the Property ~ Public Water is Available Along Addison Road from the Ladd Waters Users Association ~ **(TRACT 2)** Contains 31+/- Acres & is Accessed by an Easement from a Farm Road ~ The Southern Portion of the Property has Seasonal Water from Bradshaw Brake (Fish Lake) ~ The Bulk of the Property is Tree-Covered w/some "Duck Holes" Cut in the Southern Portion of the Property ~ Deer & Ducks are in Abundance! ~ ***Remember, this Incredible Property is Selling Regardless of Price to the Highest Bidder on Auction Day!*** ~ For Additional Information, Survey Sketch, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

AUCTIONEER'S NOTE: Do not miss this tremendous opportunity to own a hunting property just 25 minutes from Pine Bluff and 20 minutes from Star City!

TERMS ON REAL ESTATE: **(TRACT 1)** \$15,000.00 ~ **(TRACT 2)** \$5,000.00, 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 ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

INSPECTION: Inspect this Property **Anytime** ~ Contact Broker, ***Ken Bethge at 870-550-5274/ken@wilsonauctioneers.com*** for Additional Information ~ Auctioneers will be On-site at 10:00 a.m. Day of Auction.

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