

CLARK COUNTY ABSOLUTE RESIDENTIAL LAND AUCTION

Tues. | July 13, 2021 | 3:00 P.M.

3300 Brushy Road

Amity, Arkansas 71921



TRACT 3 BUILDING SITE



TRACT 1
4.96± ACRES

TRACT 3
3.77± ACRES

8.73± AC Only 1.5 Mi. from Lake DeGray's Brushy Creek Landing Boat Ramp & 10± Mi. from Iron Mtn. Lodge & Marina Near the DeGray Dam
Offered in (2) Tracts & in its Entirety | Utilities Include Electricity & City Water Available Along Brushy Road
(TRACT 1) 4.96± AC, Newly Surveyed, w/Paved Road Frontage on Brushy Rd. ~ Wooded Tract w/Excellent Building Sites
(TRACT 3) 3.77± AC, Newly Surveyed, w/Deeded Access Along Whitetail Pass from Brushy Rd. ~ Wooded Tract w/Excellent Building Sites
Selling Regardless of Price to the Highest Bidder on Auction Day!



WilsonAuctioneers.com

June 15, 2021

Dear Prospective Buyer:

This 8.73+/- total wooded acres is only 1.5 miles from Lake DeGray's Brushy Creek Landing boat ramp and access point and a 20-minute drive from Interstate 30 Exit 78 in Caddo Valley. The property will be offered in (2) tracts and its entirety, and it is **selling regardless of price to the highest bidder!**

Tract 1 contains 4.96+/- acres, newly surveyed, with paved road frontage on Brushy Road. There are excellent building sites on this wooded tract.

Tract 3 consists of 3.77+/- acres, newly surveyed, with deeded access along Whitetail Pass from Brushy Road. This wooded tract has excellent building sites.

The utilities include electricity, and city water is available along Brushy Road. Any offers made before auction day are welcome and encouraged! **Remember, this property will sell regardless of price on auction day!**

If you have further questions after reviewing this information packet, please do not hesitate to call me, **Doug Westgate, at (501) 815-4004**. We look forward to working with you on auction day at **3300 Brushy Road in Amity, Arkansas, at 3:00 p.m. on July 13th**.

A handwritten signature in black ink that reads "Doug Westgate". The signature is written in a cursive, flowing style with a horizontal line extending from the end of the name.

Doug Westgate, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: \$2,500.00 (PER TRACT) 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: Shanda Dunlap ~ 110 Ouachita Avenue, Hot Springs, Arkansas 71901 ~ (501) 624-2541 ~ Fax/ 623-4552.

GENERAL INFORMATION: 8.73+/- Total Wooded Acres Only 1.5 Miles from Lake DeGray's Brushy Creek Landing Boat Ramp & Access Point ~ 20 Minute Drive from I-30 Exit 78 in Caddo Valley ~ Offered in (2) Tracts & in its Entirety ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!** ~ **(TRACT 1)** 4.96+/- Acres, Newly Surveyed, w/Paved Road Frontage on Brushy Road ~ Wooded Tract w/Excellent Building Sites ~ **(TRACT 3)** 3.77+/- Acres, Newly Surveyed, w/Deeded Access Along Whitetail Pass from Brushy Road ~ Wooded Tract w/Excellent Building Sites ~ Utilities Include Electricity & City Water Available Along Brushy Road ~ **Offers Made Prior to Auction Day are Welcome & Encouraged!** ~ **Remember, this Property is Selling Regardless of Price on Auction Day!**

REAL ESTATE TAXES FOR YEAR 2020: To be determined

SCHOOL DISTRICT: Center Point

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.

TRACT 1

PART OF THE FRACTIONAL NORTHWEST QUARTER, OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 21 WEST, CLARK COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, SAID POINT BEING AT THE NORTHWEST CORNER OF SAID FRACTIONAL NW/4; THENCE S88°16'22"E A DISTANCE OF 839.11 FEET TO A POINT; THENCE S0°41'25"W, A DISTANCE OF 81.98 FEET TO A NAIL FOUND IN THE INTERSECTION OF FENDLEY AND BRUSHY CREEK ROADS; THENCE ALONG THE CENTERLINE OF BRUSHY CREEK ROAD, S0°53'40"E A DISTANCE OF 256.66 FEET TO A FOUND RAILROAD SPIKE, SAID POINT BEING AT THE POINT OF BEGINNING; THENCE LEAVING SAID CENTERLINE, S87°44'37"E A DISTANCE OF 377.13 FEET TO A SET REBAR; THENCE S0°28'03"W A DISTANCE OF 342.12 FEET TO A SET REBAR; THENCE N77°21'03"E A DISTANCE OF 242.87 FEET TO A SET REBAR; THENCE S1°34'37"W A DISTANCE OF 235.22 FEET TO A SET REBAR; THENCE N86°26'30"W A DISTANCE OF 493.21 FEET TO A SET MAG NAIL, SAID POINT BEING ON THE CENTERLINE OF BRUSHY CREEK ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES; THENCE N22°21'18"W A DISTANCE OF 72.40 FEET TO A POINT; THENCE N15°32'52"W A DISTANCE OF 110.56 FEET TO A POINT; THENCE N14°09'04"W A DISTANCE OF 111.21 FEET TO A POINT; THENCE N10°10'25"W A DISTANCE OF 113.77 FEET TO A POINT; THENCE N03°53'43"W A DISTANCE OF 115.26 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 4.96 ACRES, MORE OR LESS.

TRACT 3

PART OF THE FRACTIONAL NORTHWEST QUARTER, OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 21 WEST, CLARK COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: PART OF THE FRACTIONAL NW/4, OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 21 WEST, CLARK COUNTY, ARKANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, SAID POINT BEING AT THE NORTHWEST CORNER OF SAID FRACTIONAL NW/4; THENCE S88°16'22"E A DISTANCE OF 839.11 FEET TO A POINT; THENCE S0°41'25"W A DISTANCE OF 81.98 FEET TO A NAIL FOUND IN THE INTERSECTION OF FENDLEY AND BRUSHY CREEK ROADS; THENCE ALONG THE CENTERLINE OF BRUSHY CREEK ROAD, S0°53'40"E A DISTANCE OF 256.66 FEET TO A FOUND RAILROAD SPIKE; THENCE LEAVING SAID CENTERLINE, S87°44'37"E A DISTANCE OF 725.06 FEET TO A SET REBAR; THENCE S87°20'34"E A DISTANCE OF 278.72 FEET TO A FOUND REBAR; THENCE S1°34'37"W A DISTANCE OF 517.14 FEET TO A FOUND REBAR; THENCE N86°26'30"W A DISTANCE OF 384.74 FEET TO A SET REBAR; THENCE N1°34'37"E A DISTANCE OF 235.22 FEET TO A SET REBAR; THENCE N77°21'03"E A DISTANCE OF 156.72 FEET TO A SET REBAR; THENCE N9°29'56"W A DISTANCE OF 239.83 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 3.77 ACRES, MORE OR LESS.

30' WIDE EASEMENT

A STRIP OF LAND LOCATED IN PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 21 WEST, CLARK COUNTY, ARKANSAS, AND BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT, SAID POINT BEING AT THE NORTHWEST CORNER OF SAID FRACTIONAL NW/4; THENCE S88°16'22"E A DISTANCE OF 839.11 FEET TO A POINT; THENCE S0°41'25"W, A DISTANCE OF 81.98 FEET TO A NAIL FOUND IN THE INTERSECTION OF FENDLEY AND BRUSHY CREEK ROADS; THENCE ALONG THE CENTERLINE OF BRUSHY CREEK ROAD, S0°53'40"E A DISTANCE OF 271.74 FEET TO A POINT, SAID POINT BEING ON THE POINT OF BEGINNING OF SAID CENTERLINE, THENCE S87°22'58"E A DISTANCE OF 987.38 FEET TO A POINT; THENCE S1°34'37"W A DISTANCE OF 164.09 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

1. GLO NOTES OF RECORD
2. GLO PLATS OF RECORD
3. SURVEY BY PS 1414, DATED 02/21/2007.

SECTION 5, TOWNSHIP 5 SOUTH, RANGE 21 WEST
PART OF THE N/2 SW/4
BRUSHY CREEK ROAD
PREPARED FOR:
JERRY AND PATRICIA DAWSON
ARKADELPHIA, CLARK COUNTY
ARKANSAS

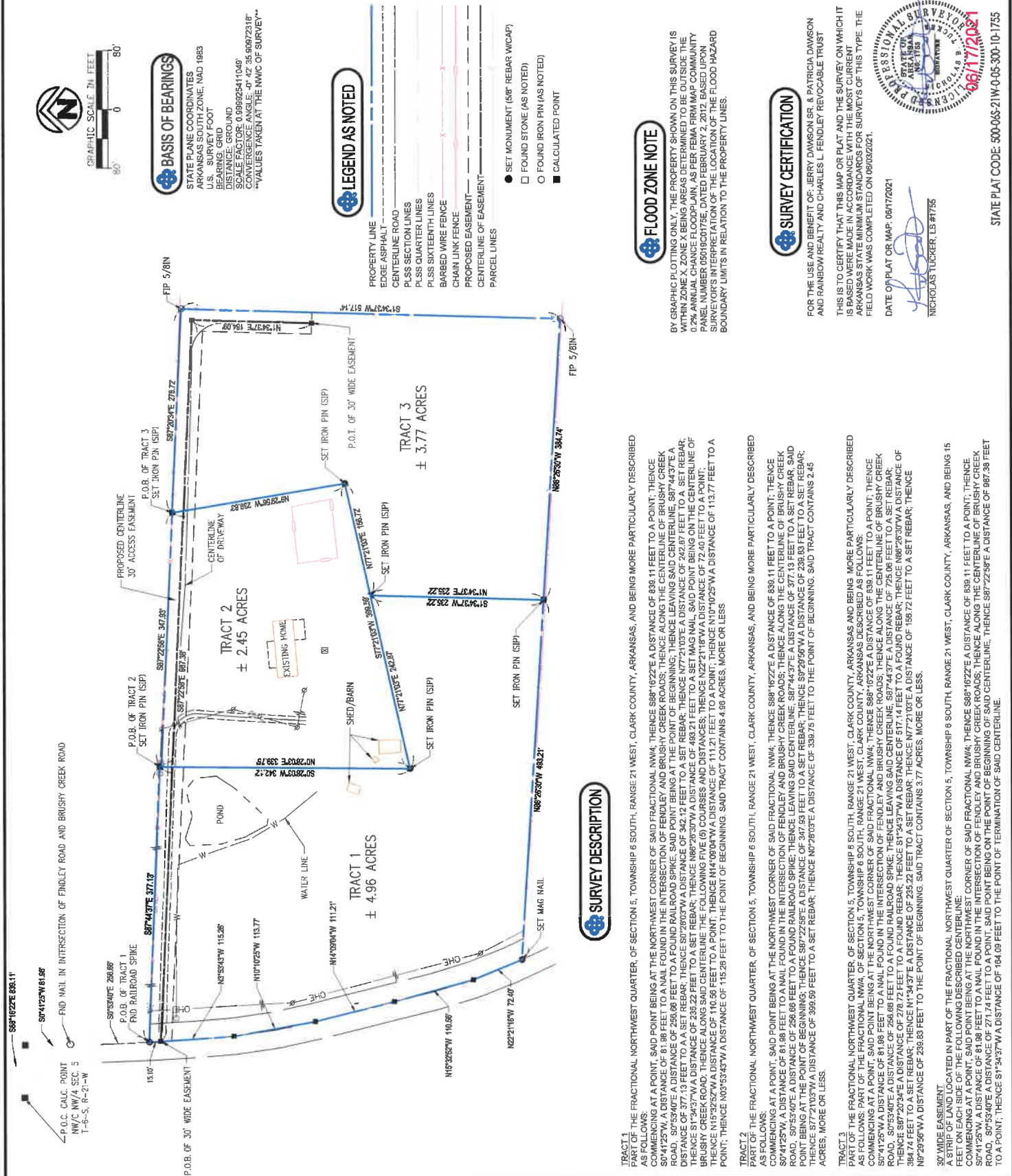
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PROJECT NO: J1235200
 ISSUE DATE: 04/17/2021
 DRAWN BY: M. FERRELL
 APPROVE BY: M. TUCKER
 SHEET NO.: 1

1 OF 1



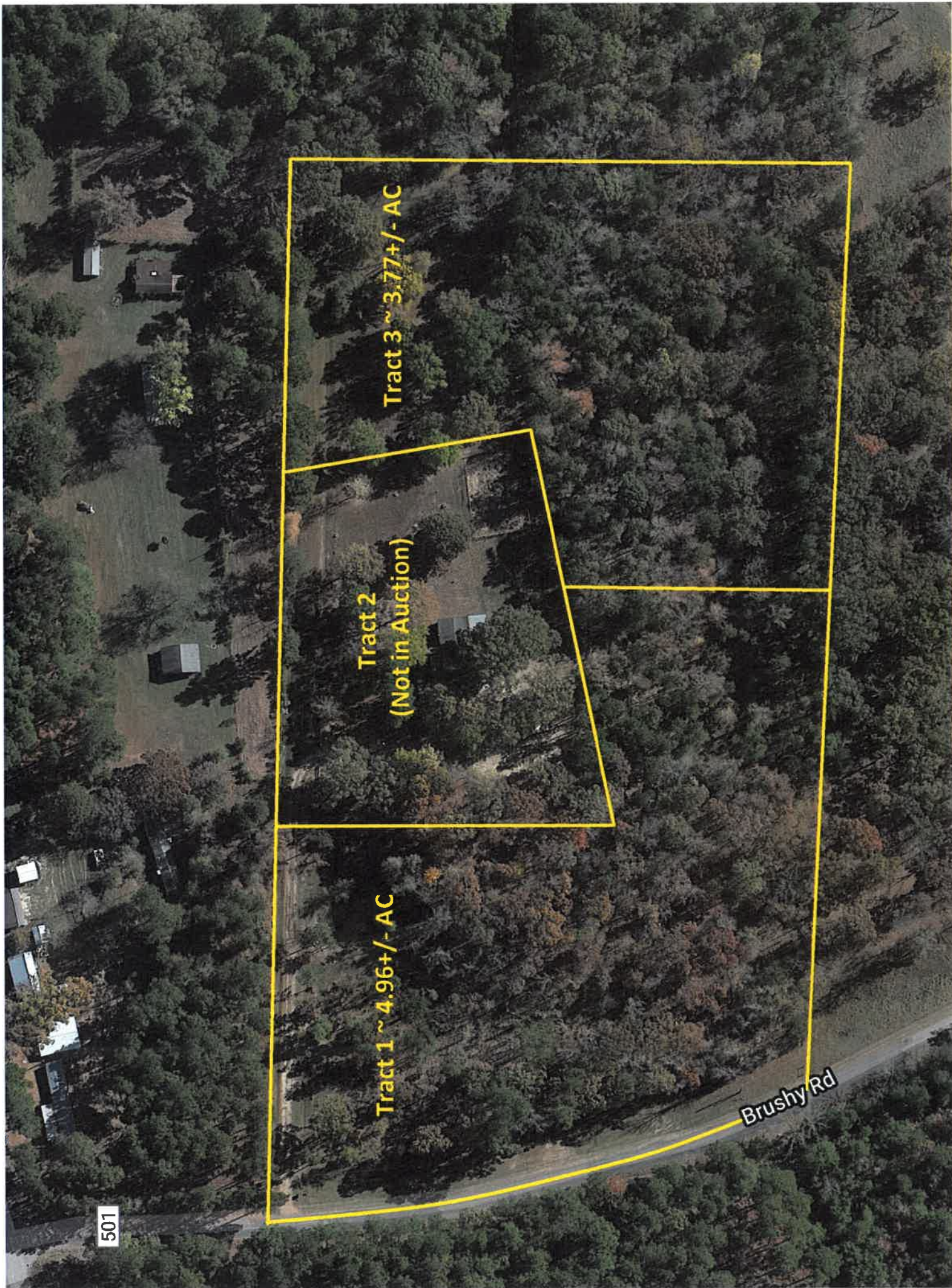
STATE PLAT CODE: 500-06S-21W-0-05-300-10-1755

Tract 1 ~ 4.96+/- AC

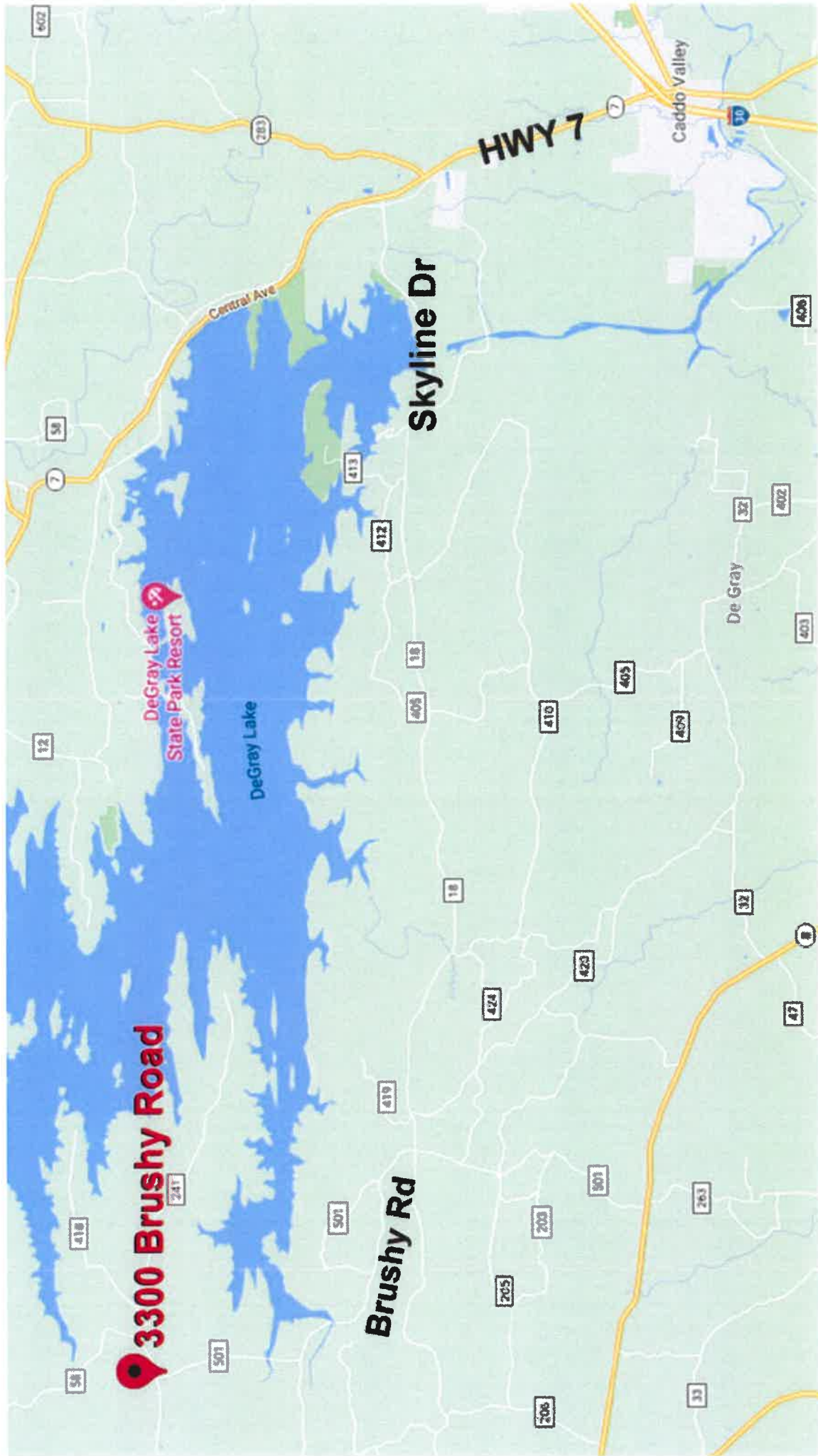
Tract 2
(Not in Auction)

Tract 3 ~ 3.77+/- AC

Brushy Rd







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: LAKE DEGRAY ENTHUSIASTS, HOME BUILDERS & INVESTORS!

8.73+/- Acres Only 1.5 Mi. from Lake DeGray's Brushy Creek Landing Boat Ramp & 10+/- Mi. from Iron Mountain Lodge & Marina Near the DeGray Dam ~ Offered in (2) Tracts & in its Entirety ~ Utilities Include Electricity & City Water Available Along Brushy Road ~ Selling On-site w/Live, Online Bidding Avail. ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

CLARK COUNTY ABSOLUTE RESIDENTIAL LAND AUCTION

**TUESDAY ~ JULY 13, 2021 ~ 3:00 P.M.
3300 BRUSHY ROAD ~ AMITY, AR 71921**

DIRECTIONS: From I-30 (Exit 78) in Caddo Valley, Travel 2.5 Mi. North on HWY 7 ~ Turn Left onto Skyline Drive & Travel 9 Mi. ~ Turn Right onto Brushy Road & Travel 3.5 Mi. ~ Watch for Auction Sign & Land on the Right.

REAL ESTATE DESCRIPTION: 8.73+/- Total Wooded Acres Only 1.5 Miles from Lake DeGray's Brushy Creek Landing Boat Ramp & Access Point ~ 20 Minute Drive from I-30 Exit 78 in Caddo Valley ~ Offered in (2) Tracts & in its Entirety ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!** ~ (TRACT 1) 4.96+/- Acres, Newly Surveyed, w/Paved Road Frontage on Brushy Road ~ Wooded Tract w/Excellent Building Sites ~ (TRACT 3) 3.77+/- Acres, Newly Surveyed, w/Deeded Access Along Whitetail Pass from Brushy Road ~ Wooded Tract w/Excellent Building Sites ~ Utilities Include Electricity & City Water Available Along Brushy Road ~ **Offers Made Prior to Auction Day are Welcome & Encouraged!** ~ **Remember, this Property is Selling Regardless of Price on Auction Day!** ~ For Additional Information, Survey, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

TERMS ON REAL ESTATE: \$2,500.00 (PER TRACT) 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: Drive by & Inspect this Land at Any Time ~ Contact Agent, Doug Westgate at 501-815-4004/ doug@wilsonauctioneers.com with Additional Questions ~ Auctioneers will be On-site at 2:00 p.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"

501-624-1825 * PB00000481, Joe Wilson

WEBSITE: WilsonAuctioneers.com - AAL #4