

AUX ARC WILDERNESS LODGE & CABIN RENTALS 40± ACRE ABSOLUTE AUCTION



On-site & Online Auction

Thursday | October 8, 2020 | 11:00 A.M.

3931 Zack Ridge Road | Marshall, AR 72650

WilsonAuctioneers.com

September 10, 2020

Dear Prospective Buyer:

The incredible "Aux Arc Wilderness Lodge," cabin rentals and event venue, sitting on a secluded 40+/- acres in "Smith Hollow" and only 4+/- miles north of downtown Marshall, Arkansas, has hosted satisfied guests from all over the country with excellent reviews and is perfect for any event including family reunions, romantic getaways, weddings, concerts, revivals, and church, or corporate retreats. And, it's **selling regardless of price to the highest bidder on auction day!** This property consists of the largest privately owned suspension bridge in the Ozarks.

The "**Wilderness Lodge**," a 2,000+/- square foot rustic lodge, has a metal roof, a full kitchen, and a huge living room. The "**Trapper Cabin**," a 780+/- square foot cabin has a metal roof, kitchen, living room, bedroom, bathroom, and a loft bedroom. The "**Loafer's Glory Cabin**," a cozy rustic cabin perfect for a couple's getaway with an outdoor picnic area and fire pit. The unique and very popular "**Yurt**" is a dome-shaped structure with a full kitchen, sleeping area, living area, bathroom, central heat and air, and a great outdoor porch, grilling area and fire pit.

The lodge, both cabins, and the yurt will sell fully furnished with top quality rustic lodge furniture and professionally chosen furnishings and decorations. Another building site is ready for an additional yurt or cabin, and other mountaintop building sites exist. The covered "**Aux Arc Pavilion**" can accommodate (50) people. The natural stone open-air "**Elton Britt Memorial Performing Arts Amphitheater**" was created with dynamite blasting and has hosted many weddings and concerts. Flowing creeks and fenced acreage at the top of the mountain are perfect for bow hunting, abundant wildlife, trails for hiking, horseback riding, and ATV riding featuring a private cave. And the property is in proximity to the Buffalo River for excellent fishing or canoeing and kayaking, giving guests plenty of activities to enjoy. Plus, the convenience of grocery stores and restaurants just minutes away in Marshall, Arkansas. Utilities include electricity, LP gas, multiple water wells, and septic systems. **Remember, the entire property is selling regardless of price on auction day!**

If you have further questions after reviewing this information packet, please don't hesitate to call me, **Doug Westgate**, at (501) 815-4004. We look forward to working with you on auction day at **3931 Zack Ridge Road in Marshall, Arkansas, at 11:00 a.m. on October 8th.**

A handwritten signature in black ink, reading "Doug Westgate", with a horizontal line underneath the name.

Doug Westgate, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: \$50,000.00 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: First National Title Company ~ Closing Agent: Ramona Michener & Malinda Cash (rmichener@firstnationaltitle.net) ~ 209 S. Highway 27, Marshall, Arkansas 72650 ~ (870) 448-5450 ~ Fax/448-4756.

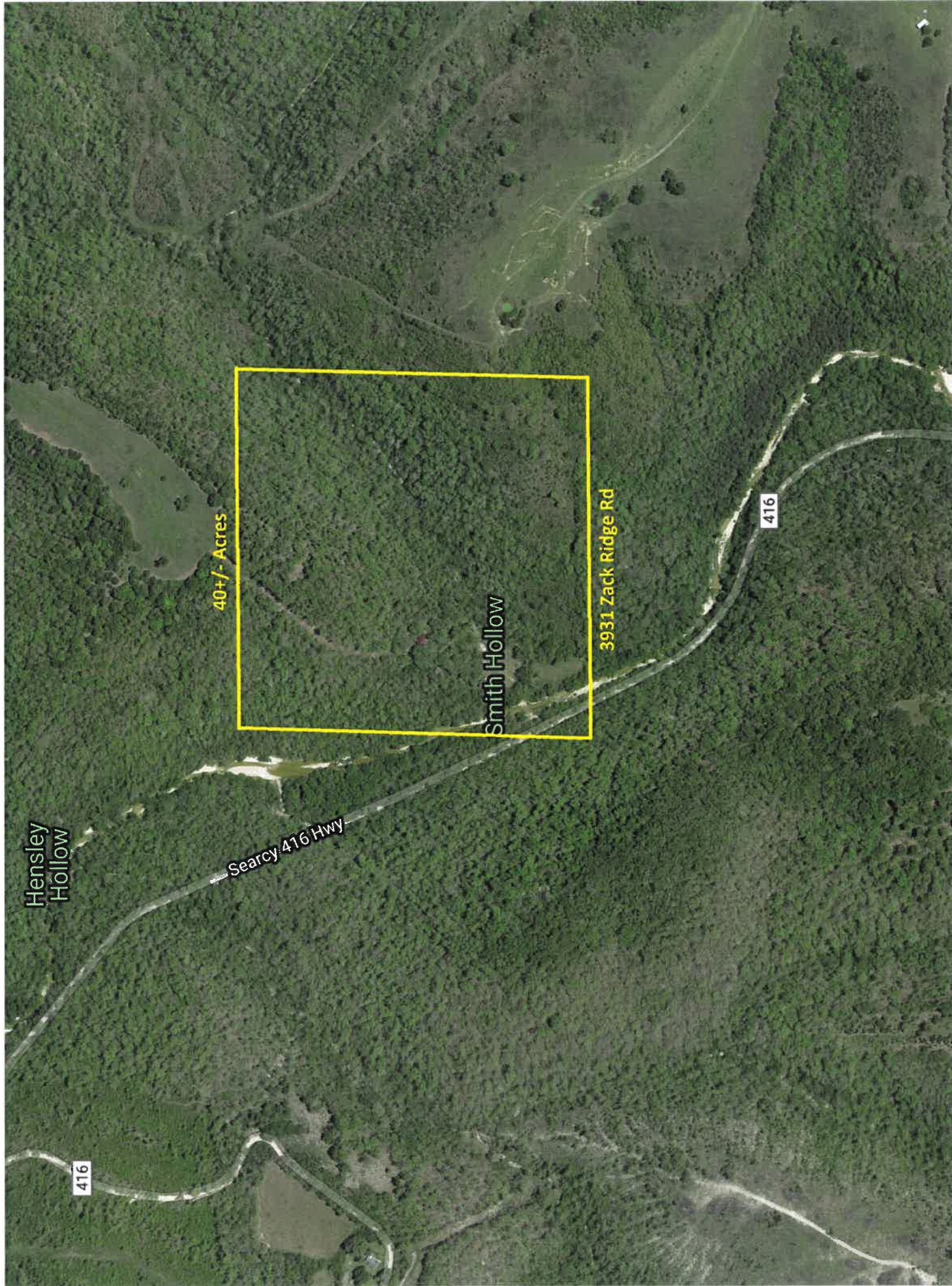
GENERAL INFORMATION: The Incredible "Aux Arc Wilderness Lodge," Cabin Rentals & Event Venue, Sitting on a Secluded 40+/- Acres in "Smith Hollow" & Only 4+/- Miles North of Downtown Marshall, Arkansas, has Hosted Satisfied Guests from All Over the Country w/Excellent Reviews & is Perfect for Any Event Including Family Reunions, Romantic Getaways, Weddings, Concerts, Revivals & Church, or Corporate Retreats & it's **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!** ~ Property Consists of the Largest Privately Owned Suspension Bridge in the Ozarks ~ "Wilderness Lodge," a 2,000+/- SF Rustic Lodge, w/Metal Roof, Full Kitchen & Huge Living Room ~ The "Trapper Cabin," a 780+/- SF Cabin w/Metal Roof, Kitchen, Living Room, Bedroom, Bathroom & Loft Bedroom ~ "Loafer's Glory Cabin," this Cozy Rustic Cabin is Perfect for a Couple's Getaway w/Outdoor Picnic Area & Fire Pit ~ The Unique & Very Popular "Yurt" is a Dome-Shaped Structure w/Full Kitchen, Sleeping Area, Living Area, Bathroom, CH/A & a Great Outdoor Porch, Grilling Area & Fire Pit ~ The Lodge, Both Cabins & the Yurt will Sell Fully Furnished w/Top Quality Rustic Lodge Furniture & Professionally Chosen Furnishings & Decorations ~ Another Building Site has Already been Prepared for an Additional Yurt or Cabin & Additional Mountaintop Building Sites Exist ~ The Covered "Aux Arc Pavilion" can Accommodate 50 People ~ The Natural Stone Open-Air "Elton Britt Memorial Performing Arts Amphitheater" was Created w/Dynamite Blasting & has Hosted Many Weddings & Concerts ~ Flowing Creeks, Fenced Acreage at the Top of the Mountain are Perfect for Bow Hunting, Abundant Wildlife, Trails for Hiking, Horseback Riding & ATV Riding Featuring a Private Cave & in Close Proximity to the Buffalo River for Excellent Fishing or Canoeing & Kayaking, Giving Guests Plenty of Activities to Enjoy ~ Plus, the Convenience of Grocery Stores & Restaurants just Minutes away in Marshall ~ Utilities Include Electricity, LP Gas, Multiple Water Wells & Septic Systems ~ **REMEMBER, THE ENTIRE PROPERTY IS SELLING REGARDLESS OF PRICE ON AUCTION DAY!**

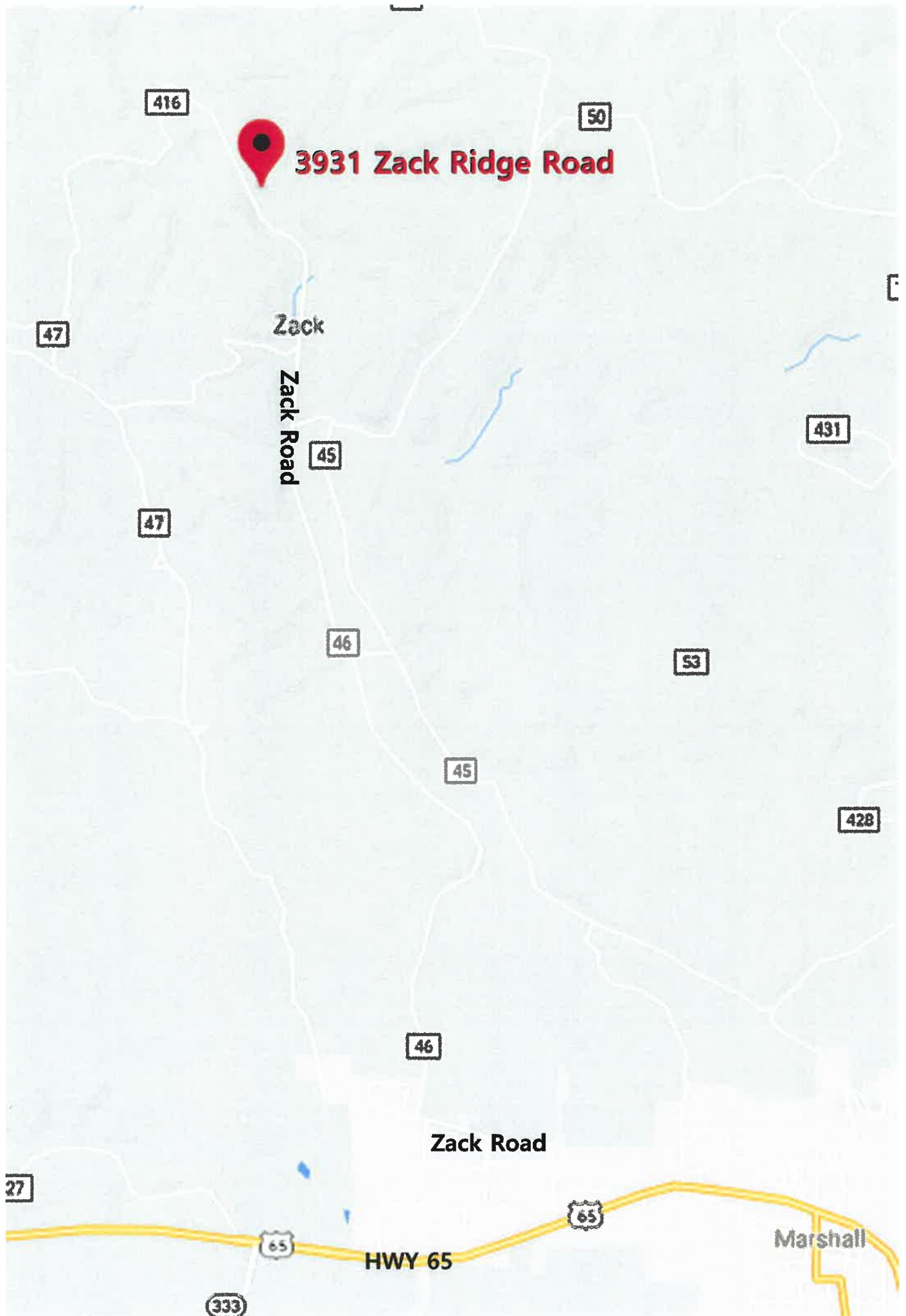
REAL ESTATE TAXES FOR YEAR 2019: \$954.92

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:

The Southwest Quarter of the Southeast Quarter of Section 3, Township 15 North, Range 16 West, Searcy County, Arkansas, more particularly described as follows: Beginning at a found aluminum cap at the Southwest Corner of the SW1/4 of the SE1/4 of said Section 3, Thence North 01 degree 12 minutes 47 seconds East 1313.11 feet to the Northwest corner of said forty, Thence South 89 degrees 51 minutes 57 seconds East 1354.11 feet to the Northeast corner of said forty, Thence South 02 degrees 04 minutes 19 seconds West 1311.59 feet to a found aluminum cap at the Southeast corner of said forty, Thence North 89 degrees 57 minutes 11 seconds West 1334.49 feet to the Point of Beginning and containing 40.48 acres and subject to existing easements and County Road right of way located across the Southwest corner of the above described tract of land.





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: VACATION RENTAL OWNERS, EVENT VENUE OPERATORS & INVESTORS!

The Incredible "Aux Arc Wilderness Lodge," Cabin Rentals & Event Venue on 40+/- Acres in "Smith Hollow" is Only 4+/- Miles North of Downtown Marshall & Perfect for Outdoor Events Including Reunions, Revivals & Retreats ~ Selling On-site w/Live, Online Bidding Available ~ SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!

**AUX ARC WILDERNESS LODGE
& CABIN RENTALS 40+/- ACRE
ABSOLUTE AUCTION**

**THURSDAY ~ OCTOBER 8, 2020 ~ 11:00 A.M.
3931 ZACK RIDGE RD. ~ MARSHALL, AR 72650**

DIRECTIONS: *From Harps Grocery Store in Marshall, Arkansas ~ Travel 4.7 Mi. North on Zack Rd. & Watch for Suspension Bridge, Auction Sign & Property on the Right.*

REAL ESTATE DESCRIPTION: The Incredible "Aux Arc Wilderness Lodge," Cabin Rentals & Event Venue, Sitting on a Secluded 40+/- Acres in "Smith Hollow" & Only 4+/- Miles North of Downtown Marshall, Arkansas, has Hosted Satisfied Guests from All Over the Country w/Excellent Reviews & is Perfect for Any Event Including Family Reunions, Romantic Getaways, Weddings, Concerts, Revivals & Church, or Corporate Retreats & it's **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!** ~ Property Consists of the Largest Privately Owned Suspension Bridge in the Ozarks ~ "Wilderness Lodge," a 2,000+/- SF Rustic Lodge, w/Metal Roof, Full Kitchen & Huge Living Room ~ The "Trapper Cabin," a 780+/- SF Cabin w/Metal Roof, Kitchen, Living Room, Bedroom, Bathroom & Loft Bedroom ~ "Loafer's Glory Cabin," this Cozy Rustic Cabin is Perfect for a Couple's Getaway w/Outdoor Picnic Area & Fire Pit ~ The Unique & Very Popular "Yurt" is a Dome-Shaped Structure w/Full Kitchen, Sleeping Area, Living Area, Bathroom, CH/A & a Great Outdoor Porch, Grilling Area & Fire Pit ~ The Lodge, Both Cabins & the Yurt will Sell Fully Furnished w/Top Quality Rustic Lodge Furniture & Professionally Chosen Furnishings & Decorations ~ Another Building Site has Already been Prepared for an Additional Yurt or Cabin & Additional Mountaintop Building Sites Exist ~ The Covered "Aux Arc Pavilion" can Accommodate 50 People ~ The Natural Stone Open-Air "Elton Britt Memorial Performing Arts Amphitheater" was Created w/Dynamite Blasting & has Hosted Many Weddings & Concerts ~ Flowing Creeks, Fenced Acreage at the Top of the Mountain are Perfect for Bow Hunting, Abundant Wildlife, Trails for Hiking, Horseback Riding & ATV Riding Featuring a Private Cave & in Close Proximity to the Buffalo River for Excellent Fishing or Canoeing & Kayaking, Giving Guests Plenty of Activities to Enjoy ~ Plus, the Convenience of Grocery Stores & Restaurants just Minutes away in Marshall ~ Utilities Include Electricity, LP Gas, Multiple Water Wells & Septic Systems ~ **REMEMBER, THE ENTIRE 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.

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INSPECTION: Property can be Viewed Anytime by Appointment ~ 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"

501-624-1825 * PB00000481, Joe Wilson

WEBSITE: WilsonAuctioneers.com - AAL #4