

COMMERCIAL LAND AUCTION

Wed. | Dec. 15, 2021 | 11:00 A.M.

950 N. Maple Street

Searcy, Arkansas 72143

← SONIC

LION STADIUM →

DOLLAR
GENERAL →

N. MAPLE STREET

2.36± Acres of Commercial Development Land Fronting N. Maple Street in Searcy, Arkansas
500± Ft. of Road Frontage | 12,000± Average Daily Vehicle Count
Located One Mile South of the Searcy Bypass, Next to the Dollar General Store
Property is Cleared & Ready to Develop



WilsonAuctioneers.com

November 10, 2021

Dear Prospective Buyer:

This 2.36+/- surveyed acres, Zoned C-4, is located on North Maple Street with a 12,000+/- average daily vehicle count. The property is one mile south of the Searcy Bypass, next to Dollar General Store, and west of the Searcy Lion Stadium and the Searcy Bike Trail. This property has 500+/- feet of road frontage, is cleared and ready to develop with all utilities at the road available.

If you have further questions after reviewing this information packet, please do not hesitate to call me, **Peter Guerin II, at (501) 733-6795**. We look forward to working with you on auction day at **950 N. Maple Street in Searcy, Arkansas, at 11:00 a.m. on December 15th**.

A handwritten signature in black ink, appearing to read "Peter Guerin II", is written over a horizontal line. The signature is stylized and cursive.

Peter Guerin II, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: Lots "B", "C", "D" of Deener Creek Subdivision of the City of Searcy, Arkansas as shown by plat filed in Plat Cabinet C-1 at Sleeve 37.

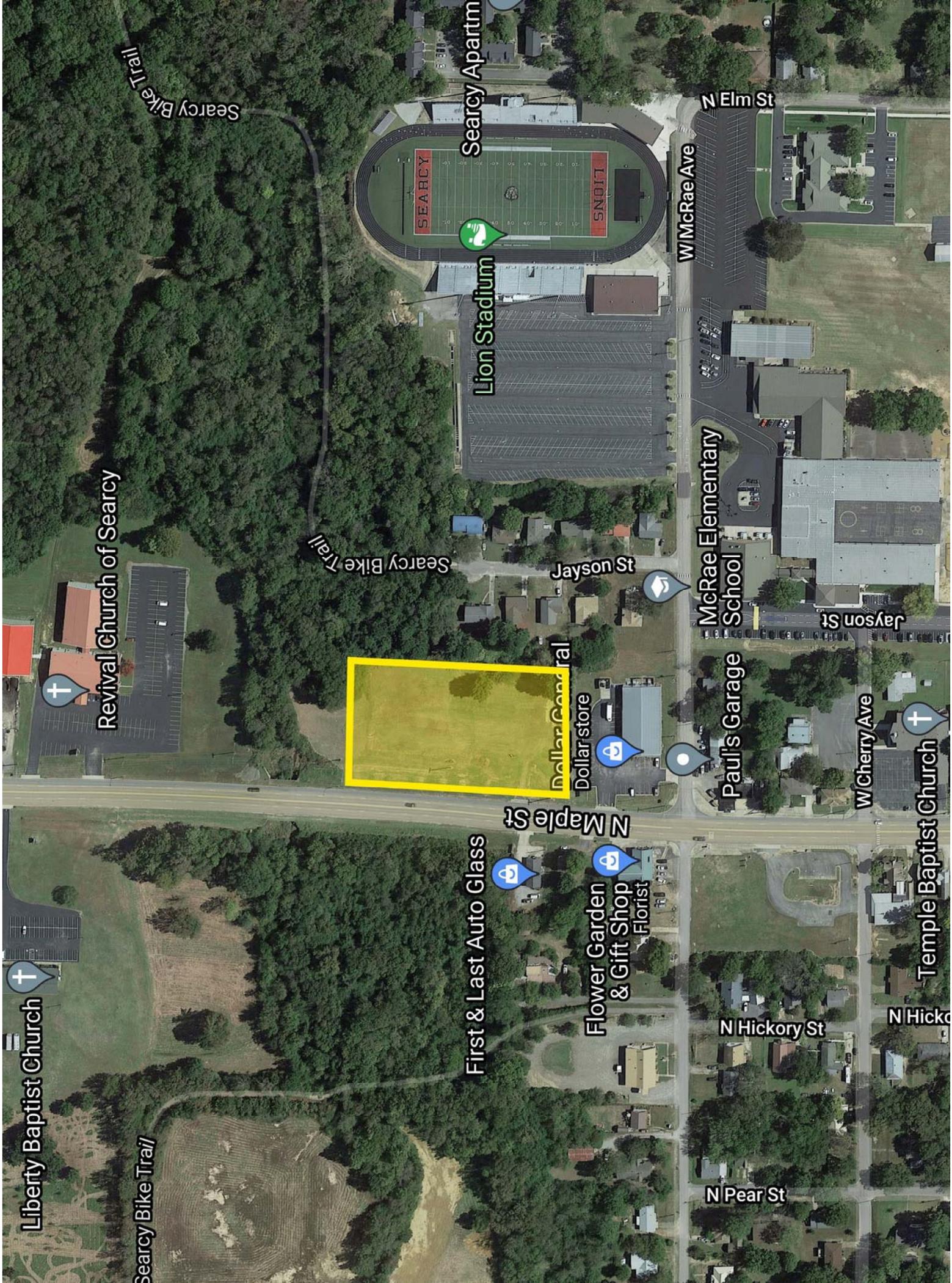
TERMS AND CONDITIONS: **\$15,000.00** Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

CLOSING COMPANY: Citizens Title & Closing Company ~ Closing Agent: Lynn Trantum ~ 115 North Spring Street, Searcy, Arkansas 72143 ~ (501) 268-5571 ~ Fax/ 268-7378.

GENERAL INFORMATION: 2.36+/- Surveyed Acres, Zoned C-4, Located on North Maple Street with 12,000+/- Average Daily Vehicle Count ~ Located One Mile South of the Searcy Bypass, Next to Dollar General, just West of the Searcy Lion Stadium & Searcy Bike Trail ~ 500+/- Ft. of Road Frontage ~ Cleared & Ready to Develop ~ All Utilities at Road Available ~ **Offers Made Prior to Auction Day are Welcome!**

REAL ESTATE TAXES FOR YEAR 2020: \$1,402.00

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.



Liberty Baptist Church

Searcy Bike Trail

Revival Church of Searcy

Searcy Bike Trail

Searcy Bike Trail

First & Last Auto Glass

N Maple St

Flower Garden & Gift Shop Florist

Dollar General

Dollar store

Jayson St

Lion Stadium

Searcy Apartment



W McRae Ave

N Elm St

McRae Elementary School

Paul's Garage

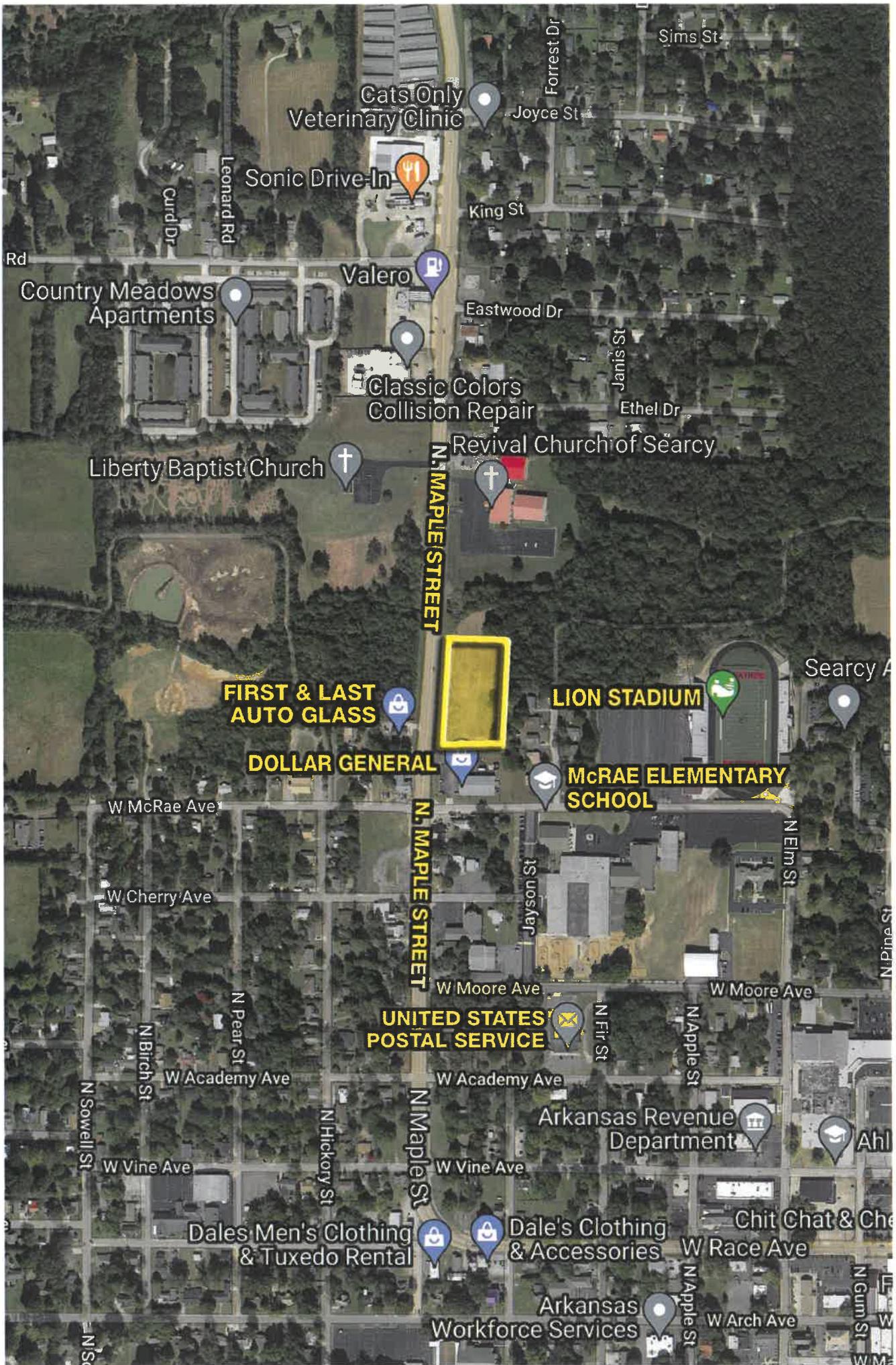
W Cherry Ave

N Hickory St

N Pear St

N Hickory St

Temple Baptist Church



Cats Only
Veterinary Clinic

Sonic Drive-In

Valero

Country Meadows
Apartments

Classic Colors
Collision Repair

Revival Church of Searcy

Liberty Baptist Church

FIRST & LAST
AUTO GLASS

LION STADIUM

DOLLAR GENERAL

McRAE ELEMENTARY
SCHOOL

UNITED STATES
POSTAL SERVICE

Arkansas Revenue
Department

Dales Men's Clothing
& Tuxedo Rental

Dale's Clothing
& Accessories

Chit Chat & Che

Arkansas
Workforce Services

N. MAPLE STREET

N. MAPLE STREET

N Elm St

N Pine St

N Birch St

N Pear St

N Hickory St

N Maple St

N Fir St

N Apple St

N Apple St

N Gum St

N Sowell St

Forrest Dr

Sims St

Joyce St

King St

Eastwood Dr

Janis St

Ethel Dr

Searcy Ave

W McRae Ave

W Cherry Ave

W Moore Ave

W Moore Ave

W Academy Ave

W Academy Ave

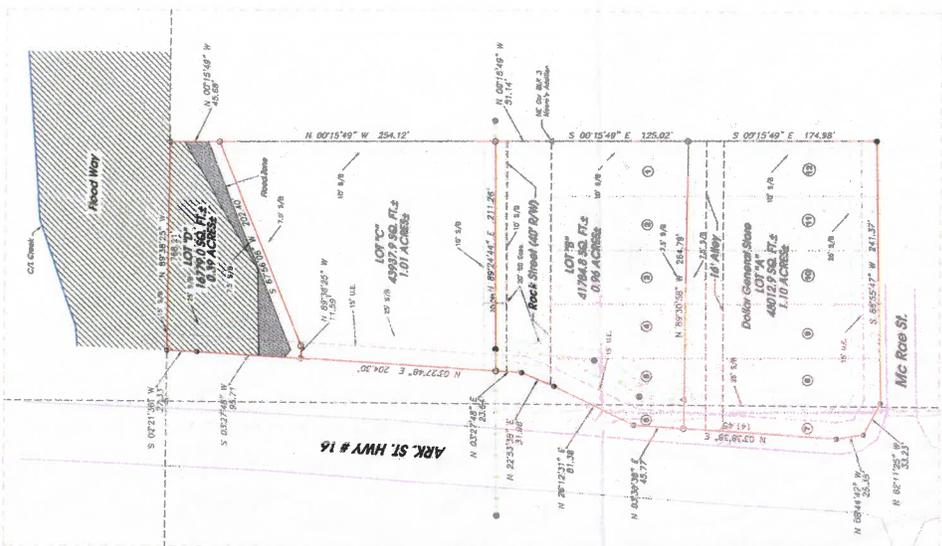
W Vine Ave

W Vine Ave

W Race Ave

W Arch Ave

FINAL PLAT



Detail at 1" = 50' Scale

FOR: Long-Watson-Long Development, LLC
 DESCRIPTION (Remarks): All of Block Three (3) of Moore's Addition to the City of Survey, located in the County of DeWitt, State of New York, and more particularly described as follows, to-wit: Beginning at the Northwest corner of said Block 3 and running North in the line of the North, Middle Street (State Highway No. 16); thence South on said line of right of way of North, Middle Street (State Highway No. 16); thence South on said line of right of way of North, Middle Street (State Highway No. 16) to the point of BEGINNING.

CERTIFICATION: I certify that this plat represents a survey, in May, 2007, by me or under my best of my knowledge.

- NOTES:
1. The surveyor is the owner of the survey and is intended for the use and benefit of the owner and the client of the surveyor.
 2. The certification of this survey is made on the date of the survey.
 3. All iron pins set are 1/2" diameter, unless noted otherwise.
 4. This survey is subject to all laws, rules and regulations of the State of New York.
 5. This survey is subject to all laws, rules and regulations of the State of New York.
 6. Based on Government Survey No. 10005 D (Elev. Date Feb. 1937) a portion of this tract is shown to be in the floodway and flood zone. (As shown on the plat.)

CERTIFICATE OF RECORDING:
 THIS DOCUMENT FILED FOR RECORD IN PLAT BOOK () PAGE ()
 FOR BILL OF ASSURANCE SEE BOOK () PAGE ()

DATE () () () SURVEYOR WHITE COUNTY CLERK

CERTIFICATE OF OWNERS:
 WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY AND WARRANT TO THE STATE OF NEW YORK THAT THIS PLAT, IN ACCORDANCE WITH THIS PLAT, IS CORRECT AND ACCURATE.

DATE () () () OWNER (Signature)
 DATE () () () OWNER (Signature)
 DATE () () () OWNER (Signature)

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007
 (Signature)
 Survey Planning Commission

S-17-07
 Date of Execution

Present to the State, Statutory Provisions as amended by Chapters No. 605-34 (Consolidated and Third Subchapter) this document was prepared by the State Survey Commission, which has the honor and is hereby approved and the certificate attached under the authority of said laws and regulations.

Survey Planning Commission
 S-17-07
 Date of Execution

FOR: Long-Watson-Long Development, LLC
 (Signature)
 Chairman

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007
 (Signature)
 Survey Planning Commission

S-17-07
 Date of Execution



Detail at 1" = 50' Scale

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

APPROVED AND SUBMITTED THIS 12th DAY OF MAY, 2007

(Signature)

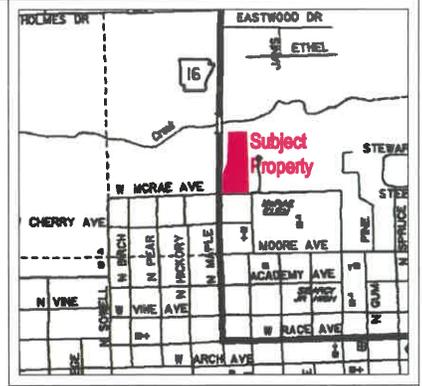
Survey Planning Commission

S-17-07

Date of Execution

FOR: Long-Watson-Long Development, LLC

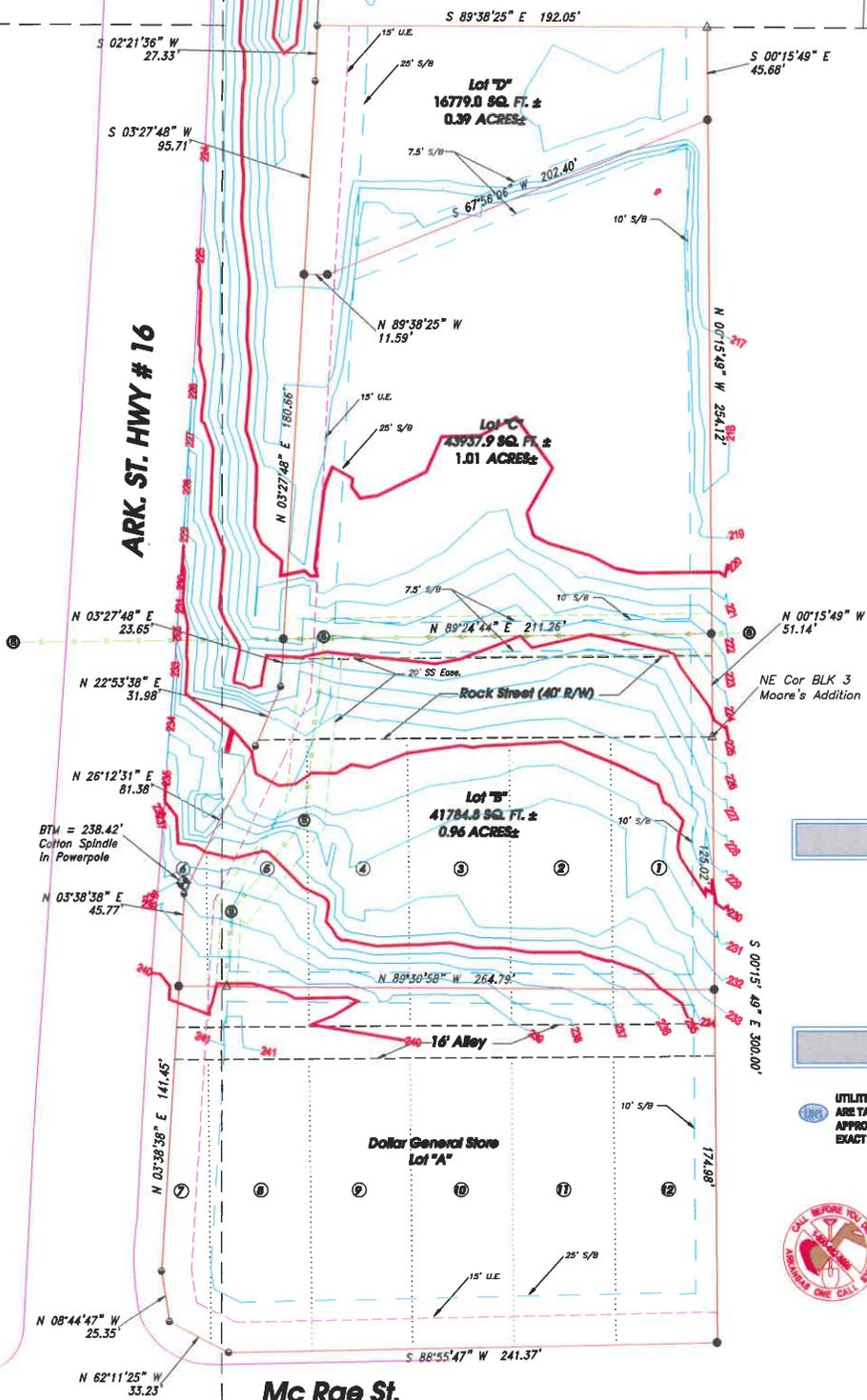
Calculated Point
 NW Cor. SE ¼ SW ¼
 Based Off Previous Survey By
 PLS # 1273 Dated August, 2004.



Vicinity Map
 Not to Scale

**THIS IS NOT A
 BOUNDARY SURVEY.**

ARK. ST. HWY # 16



Legend

- Found Rebar
- Found Nail
- △ Calculated Point
- Sanitary Sewer Manhole
- SS — SS — Sanitary Sewer Line
- — — — — Utility Easement Line
- — — — — Setback Line

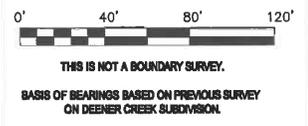
Utility Notes

UTILITIES SHOWN ARE NOTED BY VISIBLE OBSERVATION ONLY. UNDERGROUND UTILITIES ARE TAKEN FROM UTILITY MAPS. EXACT LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE, NO EXCAVATION HAS TAKEN PLACE AS OF THIS DATE TO DETERMINE THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS SURVEY.

FOR UNDERGROUND UTILITY LOCATIONS
 CALL: THE ARKANSAS ONE-CALL SYSTEM
 GIVE 48 HOURS NOTICE BEFORE CONSTRUCTION BEGINS



NOTE
 UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE AND LOCATIONS OF WHICH ARE UNKNOWN. THE CONTRACTOR MUST VERIFY THE EXACT LOCATIONS OF UTILITIES WITH THE UTILITY COMPANIES PRIOR TO CONSTRUCTION.



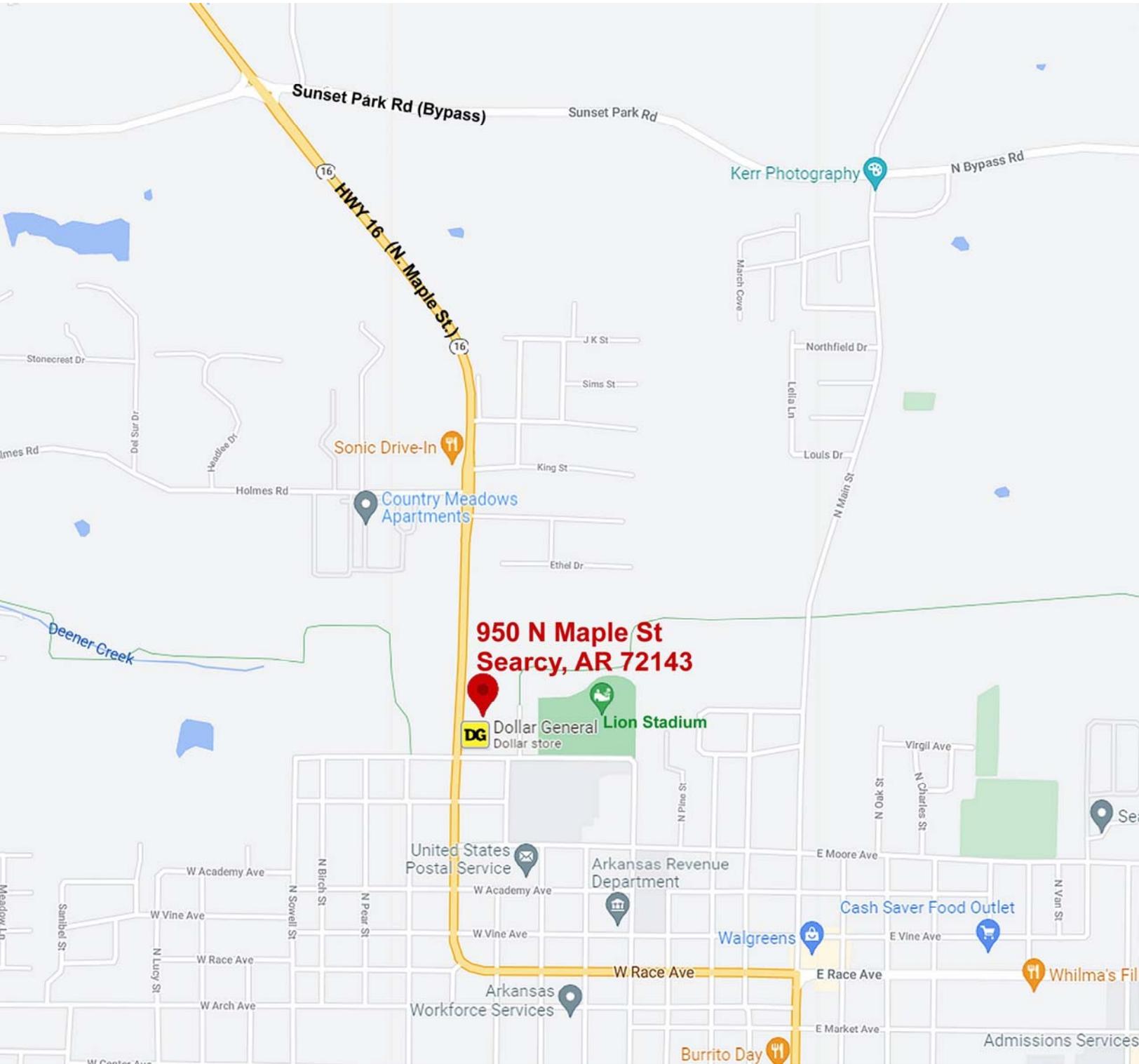
**Topo on
 Lots "B", "C" & "D" of
 Deener Creek
 Subdivision**

No.	Revisions	Date	By

QUATTLEBAUM SURVEYING, LLC
 BOUNDARY • TOPO • CONSTRUCTION

301 EAST LINCOLN AVE.
 BEARCY, ARKANSAS 78143
 (803) 244-8174 (803) 279-3498 FAX

DRAWN BY	DATE	APPROVED	DATE
JDC	8/06/09	KH	8/06/09
PROJECT	SCALE	SHEET	
Mail Faulkner Topo	1" = 40'	1 of 1	



**950 N Maple St
Searcy, AR 72143**

DG Dollar General
Dollar store

Lion Stadium

United States
Postal Service

Arkansas Revenue
Department

Cash Saver Food Outlet

Walgreens

Arkansas
Workforce Services

Burrito Day

Whilma's Fil

Admissions Services

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: SEARCY BUSINESS OWNERS & REAL ESTATE INVESTORS!

2.36+/- Acres of Commercial Development Land Fronting N. Maple Street in Searcy, Arkansas ~ 500+/- Ft. of Road Frontage ~ Selling On-site w/Live, Online Bidding Available

COMMERCIAL LAND AUCTION

WEDNESDAY ~ DECEMBER 15, 2021 ~ 11:00 A.M.

950 N. MAPLE STREET ~ SEARCY, AR 72143

DIRECTIONS: *From the Junction of Sunset Park Rd. (Bypass) & HWY 16 (N. Maple St.) in Searcy, Travel 1 Mile South ~ Watch for Auction Signs & Property on the East Side of N. Maple St.*

REAL ESTATE DESCRIPTION: 2.36+/- Surveyed Acres, Zoned C-4, Located on North Maple Street with 12,000+/- Average Daily Vehicle Count ~ Located One Mile South of the Searcy Bypass, Next to Dollar General, just West of the Searcy Lion Stadium & Searcy Bike Trail ~ 500+/- Ft. of Road Frontage ~ Cleared & Ready to Develop ~ All Utilities at Road Available ~ **Offers Made Prior to Auction Day are Welcome!** ~ For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

TERMS ON REAL ESTATE: \$15,000.00 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 are Welcome!**

INSPECTION: Drive by Property **Anytime** ~ Contact Agent, *Peter Guerin II* at 501-733-6795/peter@wilsonauctioneers.com with Any Questions ~ 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