

# **SALINE COUNTY ABSOLUTE 106± ACRE ESTATE AUCTION**



**On-Site & Online Auction**

**Thursday | September 4, 2019 | 11:00 A.M.  
24824 Paula Jean Drive | Paron, Arkansas 72122**

**[WilsonAuctioneers.com](http://WilsonAuctioneers.com)**



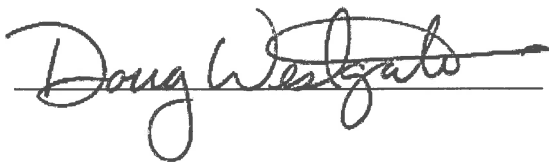
August 2, 2019

Dear Prospective Buyer:

This newly surveyed 106+/- acre wooded estate, with (2) homes and (2) stocked ponds, is conveniently located in Paron, Arkansas, approximately a 30-minute drive north of Benton/Bryant or west of Little Rock, Arkansas. The property has been in the Steen Family for 3 decades and will be sold in one tract to settle the estate. This contiguous tract of wooded land, in northeastern Saline County, has city water and electricity running through it and 5,100+/- feet of paved road frontage along 12th Street/ Kanis Road. A large portion of this beautiful property has been selectively cleared of underbrush over the years, leaving perfectly spaced mature hardwoods and pine trees. There is over a mile of well-established interior roads traverse the land. The main home sits on the west end of the property, a 1,565+/- square foot rustic home overlooking a 2+/- acre pond stocked with catfish, crappie, bass, and bream. The 2nd home is about 100 yards east of the main house and consists of 1,080+/- square feet. Both homes need remodeling, updating, and repairs.

Further east at the top of the ridge is a cleared and level building site, with utilities available, overlooking a 1/2+/- acre stocked pond. A live spring, the stocked ponds, and the mixture of mature pine and hardwood timber make for excellent deer and turkey hunting, and abundant wildlife of all sorts! **This property will be sold in its entirety in one tract and will sell regardless of price to the highest bidder!**

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 **24824 Paula Jean Drive in Paron, Arkansas at 11:00 a.m. on September 4th.**

A handwritten signature in black ink, reading "Doug Westgate", written over a horizontal line.

Doug Westgate, Agent  
Wilson Real Estate Auctioneers, Inc.

## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** \$30,000.00 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 ~ Title Insurance with Warranty Deed Provided at Closing ~ Closing within 30 Days ~ 10% Buyer's Premium.

**CLOSING COMPANY:** First National Title Company ~ Closing Agent: Jenna Tidwell ~ 216 W. Sevier Street, Benton, Arkansas 72015 ~ (501) 315-5900 ~ Fax/ 315-5901.

**GENERAL INFORMATION:** This Newly Surveyed 106+/- Acre Wooded Estate, w/(2) Homes & (2) Stocked Ponds, is Conveniently Located in Paron, Approx. a 30-Minute Drive North of Benton/Bryant or West of Little Rock ~ The Property has been in the Steen Family for 3 Decades & Will be Sold in One Tract to Settle the Estate ~ This Contiguous Tract of Wooded Land, in Northeastern Saline County, has City Water & Electricity Running Through it & 5,100+/- Ft. of Paved Road Frontage Along 12th Street/ Kanis Road ~ A Large Portion of this Beautiful Property has been Selectively Cleared of Underbrush Over the Years, Leaving Perfectly Spaced Mature Hardwoods & Pine Trees ~ Over a Mile of Well-established Interior Roads Traverse the Land ~ The Main Home Sits on the West End of the Land, a 1,565+/- SF Rustic Home Overlooking a 2+/- Acre Pond Stocked w/Catfish, Crappie, Bass & Bream ~ The 2nd Home is about 100 Yards East of the Main House & Consists of 1,080+/- SF ~ Both Homes are in Need of Remodeling, Updating & Repairs ~ Further East at the Top of the Ridge is a Cleared & Level Building Site, w/Utilities Available, Overlooking a 1/2+/- Acre Stocked Pond ~ A Live Spring, the Stocked Ponds & the Mixture of Mature Pine & Hardwood Timber Make for Excellent Deer & Turkey Hunting & Abundant Wildlife of All Sorts! ~ **Remember, this Property Will be Sold in its Entirety in One Tract & will Sell Regardless of Price to the Highest Bidder!**

**REAL ESTATE TAXES FOR YEAR 2018:** \$416.84

**SCHOOL DISTRICT:** Bryant

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:**

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, AND PART OF THE NORTHEAST QUARTER, AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 16 WEST, SALINE COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" DIAMETER IRON PIPE, SAID POINT BEING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 27; THENCE S0°56'17"W A DISTANCE OF 773.58 FEET TO A POINT; THENCE N89°03'43"W A DISTANCE OF 115.12 FEET TO A SET MAG NAIL, SAID POINT BEING ON THE CENTERLINE OF KANIS ROAD AND THE POINT OF BEGINNING FOR THIS TRACT; THENCE ALONG THE NORTH BOUNDARY OF A ROAD THE FOLLOWING CALLS; S73°55'49"W A DISTANCE OF 151.15 FEET TO A FOUND 1/2" REBAR; THENCE S73°55'49"W A DISTANCE OF 151.75 FEET TO A SET 5/8" REBAR; THENCE S77°28'24"W A DISTANCE OF 272.18 FEET TO A SET 5/8" REBAR; THENCE S55°59'27"W A DISTANCE OF 89.78 FEET TO A SET 5/8" REBAR; THENCE S63°22'49"W A DISTANCE OF 455.06 FEET TO A FOUND REBAR; THENCE S66°17'56"W A DISTANCE OF 384.87 FEET TO A SET 5/8" REBAR; THENCE S46°51'32"W A DISTANCE OF 88.39 FEET TO A SET 5/8" REBAR; S49°30'26"W A DISTANCE OF 248.72 FEET TO A SET 5/8" REBAR; THENCE S48°49'53"W A DISTANCE OF 76.72 FEET TO A SET 5/8" REBAR; THENCE S54°57'30"W A DISTANCE OF 45.47 FEET TO A SET 5/8" REBAR; THENCE S71°43'16"W A DISTANCE OF 459.03 FEET TO A SET 5/8" REBAR; THENCE S67°24'36"W A DISTANCE OF 269.93 FEET TO A SET 5/8" REBAR; THENCE S58°55'32"W A DISTANCE OF 62.58 FEET TO A SET 5/8" REBAR; THENCE S31°42'24"W A DISTANCE OF 19.73 FEET TO A SET 5/8" REBAR; THENCE S57°15'22"W A DISTANCE OF 261.05 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID NORTH BOUNDARY OF ROAD, N38°04'32"W A DISTANCE OF 1013.54 FEET TO A FOUND 1/2" REBAR; THENCE N38°04'32"W A DISTANCE OF 96.98 FEET TO A SET MAG NAIL, SAID POINT BEING ON THE CENTERLINE OF KANIS ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING CALLS; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 471.72 FEET, AND A CHORD BEARING AND DISTANCE OF N17°50'55"E, 328.05 FEET; THENCE N2°09'02"W A DISTANCE OF 736.43 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 422.12 FEET, AND A CHORD BEARING AND DISTANCE OF N50°31'11"E, 655.79 FEET; THENCE S81°34'50"E A DISTANCE OF 1513.03 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1697.76 FEET, AND A CHORD BEARING AND DISTANCE OF S78°19'34"E, 227.81 FEET; THENCE S74°29'09"E A DISTANCE OF 386.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 455.83 FEET, AND A CHORD BEARING AND DISTANCE OF S58°04'55"E, 297.75 FEET; THENCE S41°44'52"E A DISTANCE OF 627.30 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 859.40 FEET, AND A CHORD BEARING AND DISTANCE OF S42°53'03"E, 74.63 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 109.50 ACRES MORE OR LESS.

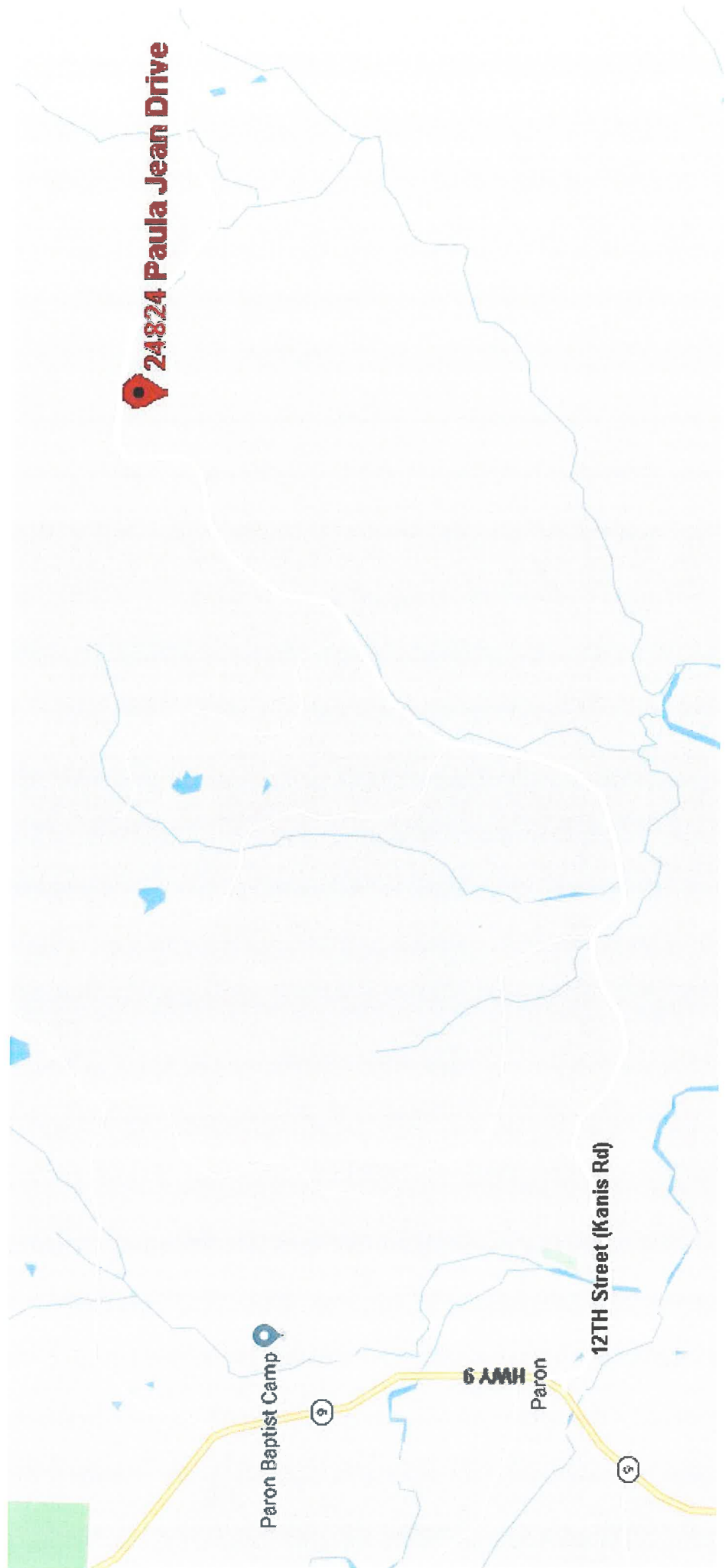
LESS AND EXCEPT A STRIP OF LAND FIFTY FEET IN WIDTH, SAID LAND BEING TWENTY FEET ON THE NORTH SIDE AND THIRTY FEET ON THE SOUTH SIDE OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 AS MARKED BY A 1" DIAMETER IRON PIPE, THENCE SOUTH 7R19'55" WEST FOR A DISTANCE OF 663.38 FEET TO THE POINT OF INTERSECTION OF THE CENTERLINE OF KANIS ROAD AND THE PIPE LOCATION OF A CERTAIN WATERLINE OWNED BY THE CITY OF LITTLE ROCK, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING. THENCE ALONG THE EXISTING PIPELINE, THE FOLLOWING COURSES: NORTH 77°54'09" WEST 156.32 FEET; NORTH 77°54'09" WEST 527.23 FEET; NORTH 78°22'48" WEST 335.11 FEET; NORTH 79°16'11" WEST 421.18 FEET; NORTH 85°57'17" WEST 67.94 FEET; NORTH 89°14'33" WEST 100.11 FEET; NORTH SE-SO^" WEST 107.43 FEET; SOUTH 83°21'54" WEST 56.87 FEET; SOUTH 66°05'20" WEST 35.46 FEET; SOUTH 58°25'46" WEST 104.22 FEET; SOUTH 51°19'13" WEST 302.02 FEET; SOUTH 48°31'18" WEST 136.88 136.88 FEET; SOUTH 40°17'59" WEST 128.12 FEET; SOUTH 42°33'37" WEST 135.54 FEET; SOUTH 45°15'42" WEST 584.90 FEET TO A POINT ON THE CENTERLINE OF SAID KANIS ROAD, SAID POINT BEING THE END OF SAID CENTERLINE. THE BOUNDARY LINES OF THE ABOVE DESCRIBED EXCEPTION ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE ON SAID CENTERLINE OF KANIS ROAD. SAID STRIP OF LAND CONTAINS 3.67 ACRES.

TOTAL LAND IN THE AGGREGATE IS 105.83 ACRES MORE OR LESS.











# 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](http://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. 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.

**ATTENTION: LAND BUYERS, DEVELOPERS, OUTDOORSMEN & INVESTORS!**

This Prime 106+/- Acre, Mostly Wooded Estate w/ (2) Homes & (2) Stocked Ponds is Conveniently Located 30 Minutes North of Benton/Bryant & West of Little Rock ~ Bryant School District ~ This Property will be Sold as One Tract in its Entirety to Settle the Steen Estate ~ Live, Online Bidding Available ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

**SALINE COUNTY ABSOLUTE  
106+/- ACRE ESTATE AUCTION  
WEDNESDAY ~ SEPTEMBER 4, 2019 ~ 11:00 A.M.  
24824 PAULA JEAN DRIVE ~ PARON, AR 72122**

**DIRECTIONS:** From HWY 9 in Paron, Travel East 4.5 Mi. on 12<sup>th</sup> St./Kanis Rd. ~ Watch for Property & Auction Sign on the Right.

**LAND DESCRIPTION:** This Newly Surveyed 106+/- Acre Wooded Estate, w/(2) Homes & (2) Stocked Ponds, is Conveniently Located in Paron, Approx. a 30-Minute Drive North of Benton/Bryant or West of Little Rock ~ The Property has been in the Steen Family for 3 Decades & Will be Sold in One Tract to Settle the Estate ~ This Contiguous Tract of Wooded Land, in Northeastern Saline County, has City Water & Electricity Running Through it & 5,100+/- Ft. of Paved Road Frontage Along 12th Street/ Kanis Road ~ A Large Portion of this Beautiful Property has been Selectively Cleared of Underbrush Over the Years, Leaving Perfectly Spaced Mature Hardwoods & Pine Trees ~ Over a Mile of Well-established Interior Roads Traverse the Land ~ The Main Home Sits on the West End of the Land, a 1,565+/- SF Rustic Home Overlooking a 2+/- Acre Pond Stocked w/Catfish, Crappie, Bass & Bream ~ The 2nd Home is about 100 Yards East of the Main House & Consists of 1,080+/- SF ~ Both Homes are in Need of Remodeling, Updating & Repairs ~ Further East at the Top of the Ridge is a Cleared & Level Building Site, w/Utilities Available, Overlooking a 1/2+/- Acre Stocked Pond ~ A Live Spring, the Stocked Ponds & the Mixture of Mature Pine & Hardwood Timber Make for Excellent Deer & Turkey Hunting & Abundant Wildlife of All Sorts! ~ **Remember, this Property Will be Sold in its Entirety in One Tract & will Sell Regardless of Price to the Highest Bidder!** ~ For Additional Information, Online Bidding Instructions or to View Aerial Photos or New Survey, Visit [WilsonAuctioneers.com](http://WilsonAuctioneers.com) or Contact our Office at 501-624-1825.

**AUCTIONEER'S NOTE:** If you are looking for a beautiful building site for a home, a tract of land to develop, recreational property or an exceptional fishing, deer, turkey or bear hunting property in an excellent location, you have found it! Don't miss this rare opportunity to purchase a large tract of contiguous land in an excellent central Arkansas location with paved road frontage, utilities, excellent building sites, mature timber, and abundant wildlife!

**TERMS ON REAL ESTATE:** \$30,000.00 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 ~ Title Insurance with Warranty Deed Provided at Closing ~ Closing within 30 Days ~ 10% Buyer's Premium.

**INSPECTION:** Drive by Anytime or Contact Agent, ***Doug Westgate at 501-815-4004/ [doug@wilsonauctioneers.com](mailto:doug@wilsonauctioneers.com)*** ~ Registration will begin 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](http://WilsonAuctioneers.com) - AAL #4***