

FAULKNER COUNTY ABSOLUTE 100± ACRE LAND AUCTION



On-Site & Online Auction

**Friday | September 6, 2019 | 11:00 A.M.
Rock Crusher Rd. | Conway, AR 72032**

WilsonAuctioneers.com

August 2, 2019

Dear Prospective Buyer:

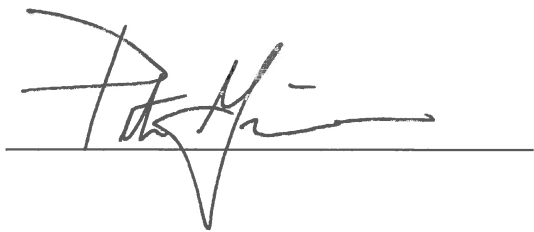
This beautiful 100+/- acre tract located 10 miles east of Conway and west of the city limits of Vilonia; lying between Highway 64B (Main St.) & US Highway 64 Bypass. The land consists of 38+/- acres of improved pastureland and 62+/- acres of mature and young hardwoods. An established farm/trail road system throughout the property provides easy access to all areas. This land has been hunted many years for whitetail and abundant small game. The terrain varies from flat pasture to rolling hilltops covered in oaks. A former homesite at the top in the southwest-northeast provides a perfect spot to build with views for miles. There is electric service throughout the property, and (2) existing wells. One hundred percent (100%) of the minerals convey, and this property is in the Vilonia School District. An EXCELLENT LOCATION FOR FUTURE DEVELOPMENT! This prime property will be offered in (3) tracts and any combination with deeded access from Highway 64 Bypass. This prime piece of land is **selling to the highest bidder on auction day!** Tracts of land this large and close to Conway, Arkansas are hard to find!

Tract 1, the NW1/4 NE1/4 of Section 14, Township 5 North, Range 12 West contains 41.55+/- acres. This tract is a mix of improved pasture and timber with fencing along the north, east, and west boundaries. There is a good farm road, and trail road to the north boundary.

Tract 2, the SW1/4 NE1/4 of Section 14, Township 5 North, Range 12 West contains 42.27+/- acres which are mostly timber with a small pasture. A former homesite at the top with electricity and a well, and there is fencing along the east boundary. There is a farm road through the center of this tract and along the eastern boundary.

Tract 3, Part East Half SE1/4 NW1/4 of Section 14, Township 5 North, Range 12 West contains 16+/- acres. This tract is all improved pasture with existing well and electricity.

If you have further questions after reviewing this information packet please don't hesitate to call me, **Peter Guerin**, at **(501) 733-6795**. We look forward to working with you on auction day at ***Rock Crusher Road in Conway, Arkansas at 11:00 a.m. on September 6th.***

A handwritten signature in black ink, appearing to read 'Peter Guerin', is written over a horizontal line.

Peter Guerin, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: (TRACTS 1, 2 & 3) \$10,000.00 (Per Tract), 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 ~ 100% of Minerals Convey ~ Closing within 30 Days ~ 10% Buyer's Premium ~ **Offers Prior to Auction Day are Welcome!**

CLOSING COMPANY: Faulkner County Title Company ~ Closing Agent: Annie Beth Wheeler ~ 711 Locust Avenue, Conway, Arkansas 72034 ~ (501) 327-0220 ~ Fax/ 327-0509.

GENERAL INFORMATION: This Beautiful 100+/- Acre Tract is Located 10 Miles East of Conway & West of the City Limits of Vilonia ~ Lying between HWY 64B (Main St.) & US HWY 64 Bypass ~ The Land Consists of 38+/- Acres of Improved Pastureland & 62+/- Acres of Mature & Young Hardwoods ~ Established Farm/Trail Road System Throughout the Property Provides Easy Access to All Areas ~ Land has been Hunted Many Years for Whitetail & Abundant Small Game ~ The Terrain Varies from Flat Pasture to Rolling Hilltops Covered in Oaks ~ Former Homesite at the Top in the SW NE Provides a Perfect Spot to Build w/Views for Miles ~ Electric Service Throughout the Property & 2 Existing Wells ~ 100% of the Minerals Convey ~ Vilonia School District ~ EXCELLENT LOCATION FOR FUTURE DEVELOPMENT ~ This Prime Property is being Offered in (3) Tracts & Any Combination w/Deeded Access from Highway 64 Bypass ~ **(TRACT 1)** NW1/4 NE1/4 of Section 14, Township 5 North, Range 12 West ~ 41.55+/- AC ~ Mix of Improved Pasture & Timber ~ Fencing Along the North, East & West Boundaries ~ Good Farm Road & Trail Road to North Boundary ~ **(TRACT 2)** SW1/4 NE1/4 ~ 42.27+/- AC ~ Mostly Timber w/Small Pasture ~ Former Homesite at the Top w/Electricity & Well ~ Fencing Along East Boundary ~ Farm Road Through Center & Along East Boundary ~ **(TRACT 3)** Pt. East Half SE1/4 NW1/4 ~ 16+/- AC ~ All Improved Pasture ~ Existing Well & Electricity ~ Remember, this Prime Piece of Land is **SELLING TO THE HIGHEST BIDDER ON AUCTION DAY!** ~ Tracts of Land this Large & Close to Conway are Hard to Find! ~ Live, Online Bidding Available ~ ***Offers Prior to Auction are Welcome!***

REAL ESTATE TAXES FOR YEAR 2018: \$266.57

SCHOOL DISTRICT: Vilonia

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, aerials, 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.

DEEDED

BEGINNING AT THE NW CORNER OF THE NW1/4 NE1/4, SECTION 14, T5N, R12W; THENCE EAST 1357.5 FEET, THENCE S 0 DEGREES 22' W 2679.9 FEET, THENCE N 89 DEGREES 37' W 1902 FEET, THENCE NORTH 1359 FEET, THENCE S 84 DEGREES 43' E 529.3 FEET, THENCE NORTH 1343.5 FEET TO THE POINT OF BEGINNING, CONTAINING 100 ACRES WITH 41.55 ACRES IN THE NW1/4 NE1/4, SECTION 14, T5N, R12W, 42.27 ACRES IN THE SW 1/4 NE1/4, SECTION 14, T5N, R12W, 15.97 ACRES IN THE SE1/4 NW1/4, SECTION 14, T5N, R12W, AND 0.21 ACRES IN THE NE1/4 NW 1/4. SECTION 14, T5N, R12W.

AND

A PART OF THE W 1/2 NE 1/4 AND E 1/2 NW 1/4 OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 12 WEST, FAULKNER COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE NE CORNER OF THE SW 1/4 NE 1/4; THENCE ALONG THE NORTH LINE OF SAID SW 1/4 NE 1/4 SOUTH 89 DEGREES 43 MINUTES WEST 288.53 FEET; THENCE SOUTH 392.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 660.0 FEET; THENCE WEST 660.0 FEET; THENCE NORTH 660.0 FEET; THENCE EAST 660.0 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

AND

A 30 FOOT ROAD EASEMENT BEING A STRIP OF LAND LYING 15.0 FEET EITHER SIDE OF A LINE DESCRIBED AS ORIGINATING AT A POINT 213.95 FEET WEST OF THE NE CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE TO A POINT NORTH 11 DEGREES 09 MINUTES 45 SECONDS WEST 76.58 FOOT; THENCE TO A POINT NORTH 20 DEGREES 09 MINUTES 07 SECONDS WEST 64.05 FOOT; THENCE TO A POINT NORTH 6 DEGREES 37 MINUTES 39 SECONDS WEST 57.62 FEET; THENCE TO A POINT NORTH 3 DEGREES 08 MINUTES 04 SECONDS EAST 121.16 FEET; THENCE TO A POINT NORTH 12 DEGREES 44 MINUTES 03 SECONDS EAST 245.40 FEET; THENCE TO A POINT NORTH 20 DEGREES 19 MINUTES 54 SECONDS EAST 7.86 FEET; THENCE TO A POINT NORTH 7 DEGREES 30 MINUTES 53 SECONDS EAST 59.50 FEET; THENCE TO A POINT NORTH 40 DEGREES 05 MINUTES 20 SECONDS WEST 59.48 FEET; THENCE TO A POINT NORTH 76 DEGREES 19 MINUTES 02 SECONDS WEST 61.48 FEET; THENCE TO A POINT SOUTH 86 DEGREES 52 MINUTES 23 SECONDS WEST 54.65 FEET; THENCE TO A POINT SOUTH 81 DEGREES 44 MINUTES 06 SECONDS WEST 75.63 FEET; THENCE TO A POINT SOUTH 74 DEGREES 34 MINUTES 40 SECONDS WEST 117.05 FEET; THENCE TO A POINT SOUTH 51 DEGREES 54 MINUTES WEST 123.29 FEET; THENCE TO A POINT SOUTH 59 DEGREES 20 MINUTES 29 SECONDS WEST 271.16 FEET; THENCE TO A POINT SOUTH 47 DEGREES 01 MINUTES WEST 92.37 FEET; THENCE TO A POINT SOUTH 38 DEGREES 26 MINUTES 52 SECONDS WEST 105.69 FEET; THENCE TO A POINT SOUTH 36 DEGREES 28 MINUTES 42 SECONDS WEST 51.35 FEET; THENCE TO A POINT SOUTH 81 DEGREES 28 MINUTES 30 SECONDS WEST 126.90 FEET; THENCE TO A POINT NORTH 88 DEGREES 27 MINUTES 21 SECONDS WEST 190.56 FEET; THENCE TO A POINT NORTH 87 DEGREES 04 MINUTES 33 SECONDS WEST 267.05 FEET; THENCE TO A POINT SOUTH 88 DEGREES 37 MINUTES 43 SECONDS WEST 178.10 FEET; THENCE TO A POINT SOUTH 69 DEGREES 07 MINUTES 22 SECONDS WEST 113.53 FEET; THENCE TO A POINT SOUTH 57 DEGREES 41 MINUTES 40 SECONDS WEST 70.72 FEET; THENCE TO A POINT SOUTH 70 DEGRADE 45 MINUTES 30 SECONDS WEST 54.10 FEET; THENCE TO A POINT SOUTH 36 DEGREES 06 MINUTES 13 SECONDS WEST 72.91 FEET TO THE POINT OF TERMINATION OF SAID EASEMENT, SAID POINT BEING IN THE CENTERLINE OF A COUNTY ROAD, KNOWN AS ROCK CRUSHER ROAD.

AS SURVEYED TRACTS

TRACT 1:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH RANGE 12 WEST, FAULKNER COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND PIPE, SAID POINT BEING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 14; THENCE $S3^{\circ}22'29''W$ A DISTANCE OF 1317.57 FEET TO A FOUND $1/2''$ PIPE, SAID POINT BEING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER; THENCE $N89^{\circ}37'39''W$ A DISTANCE OF 1352.08 FEET TO A FOUND $1''$ PIPE; THENCE $N3^{\circ}34'33''E$ A DISTANCE OF 1336.58 FEET TO A SET $5/8''$ REBAR, SAID POINT BEING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SECTION 14, $S88^{\circ}49'51''E$ A DISTANCE OF 1346.53 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 41.06 ACRES MORE OR LESS.

TRACT 2:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH RANGE 12 WEST, FAULKNER COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A FOUND PIPE, SAID POINT BEING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 14; THENCE $S0^{\circ}57'03''E$ A DISTANCE OF 1343.07 FEET TO A FOUND $1.5''$ PIPE, SAID POINT BEING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF NORTHEAST QUARTER; THENCE $N88^{\circ}31'31''W$ A DISTANCE OF 1344.82 FEET TO A FOUND $1/2''$ REBAR, SAID POINT BEING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER; THENCE $N1^{\circ}18'11''W$ A DISTANCE OF 1317.41 FEET TO A FOUND $1''$ PIPE; THENCE $S89^{\circ}37'39''W$ A DISTANCE OF 1352.08 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 41.15 ACRES MORE OR LESS.

TRACT 3:

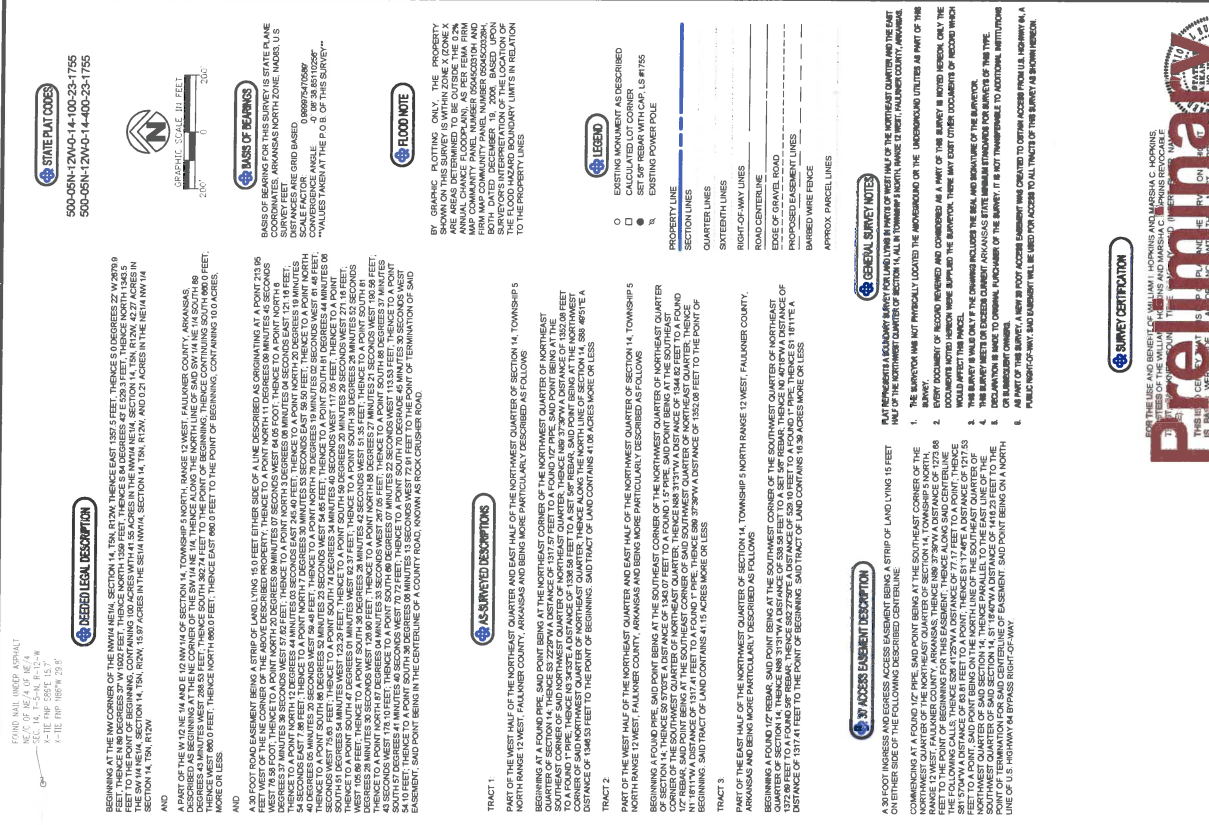
PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH RANGE 12 WEST, FAULKNER COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A FOUND $1/2''$ REBAR, SAID POINT BEING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 14; THENCE $N88^{\circ}31'31''W$ A DISTANCE OF 538.58 FEET TO A SET $5/8''$ REBAR; THENCE $N0^{\circ}40'18''W$ A DISTANCE OF 1372.69 FEET TO A FOUND $5/8''$ REBAR; THENCE $S82^{\circ}27'50''E$ A DISTANCE OF 529.10 FEET TO A FOUND $1''$ PIPE; THENCE $S1^{\circ}18'11''E$ A DISTANCE OF 1317.41 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 16.39 ACRES MORE OR LESS.

NEW 30 FOOT EASEMENT

A 30 FOOT INGRESS AND EGRESS ACCESS EASEMENT BEING A STRIP OF LAND LYING 15 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND 1/2" PIPE, SAID POINT BEING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 12 WEST, FAULKNER COUNTY, ARKANSAS; THENCE N89°37'39"W A DISTANCE OF 1273.68 FEET TO THE POINT OF BEGINNING FOR THIS EASEMENT; THENCE ALONG SAID CENTERLINE THE FOLLOWING CALLS; THENCE S26°41'25"W A DISTANCE OF 77.17 FEET TO A POINT; THENCE S61°57'04"W A DISTANCE OF 63.81 FEET TO A POINT; THENCE S1°17'46"E A DISTANCE OF 1217.53 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 14; THENCE PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, S1°18'40"W A DISTANCE OF 1416.23 FEET TO THE POINT OF TERMINATION FOR SAID CENTERLINE OF EASEMENT. SAID POINT BEING ON A NORTH LINE OF U.S. HIGHWAY 64 BYPASS RIGHT-OF-WAY.

[illegible]

PROJECT NO.	19204700
SAR DATE	09/03/2019
CONTACT	N. TUOGER
RECEIVED BY:	
SHEET NO.	



TRACT 1

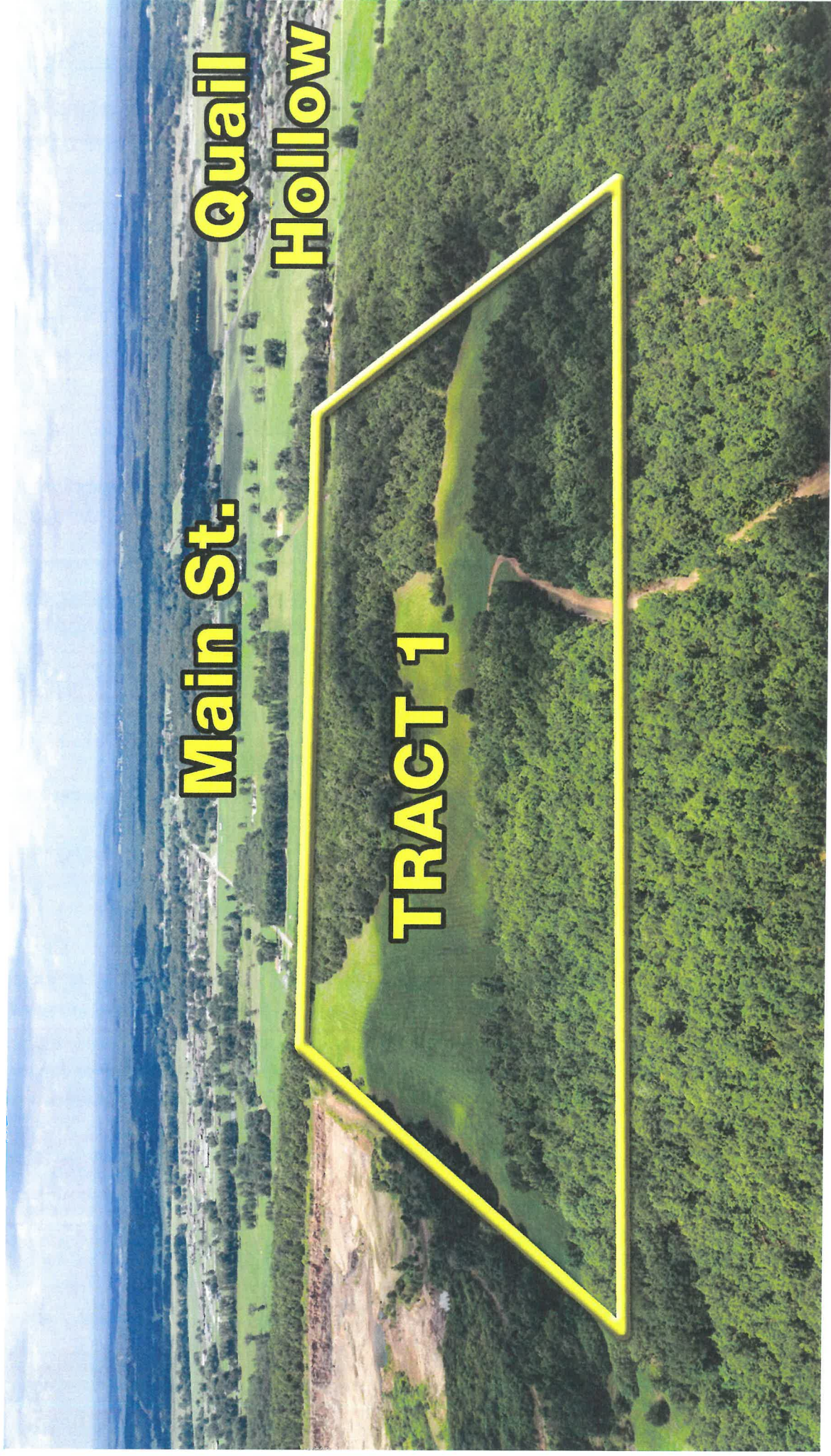
TRACT 2

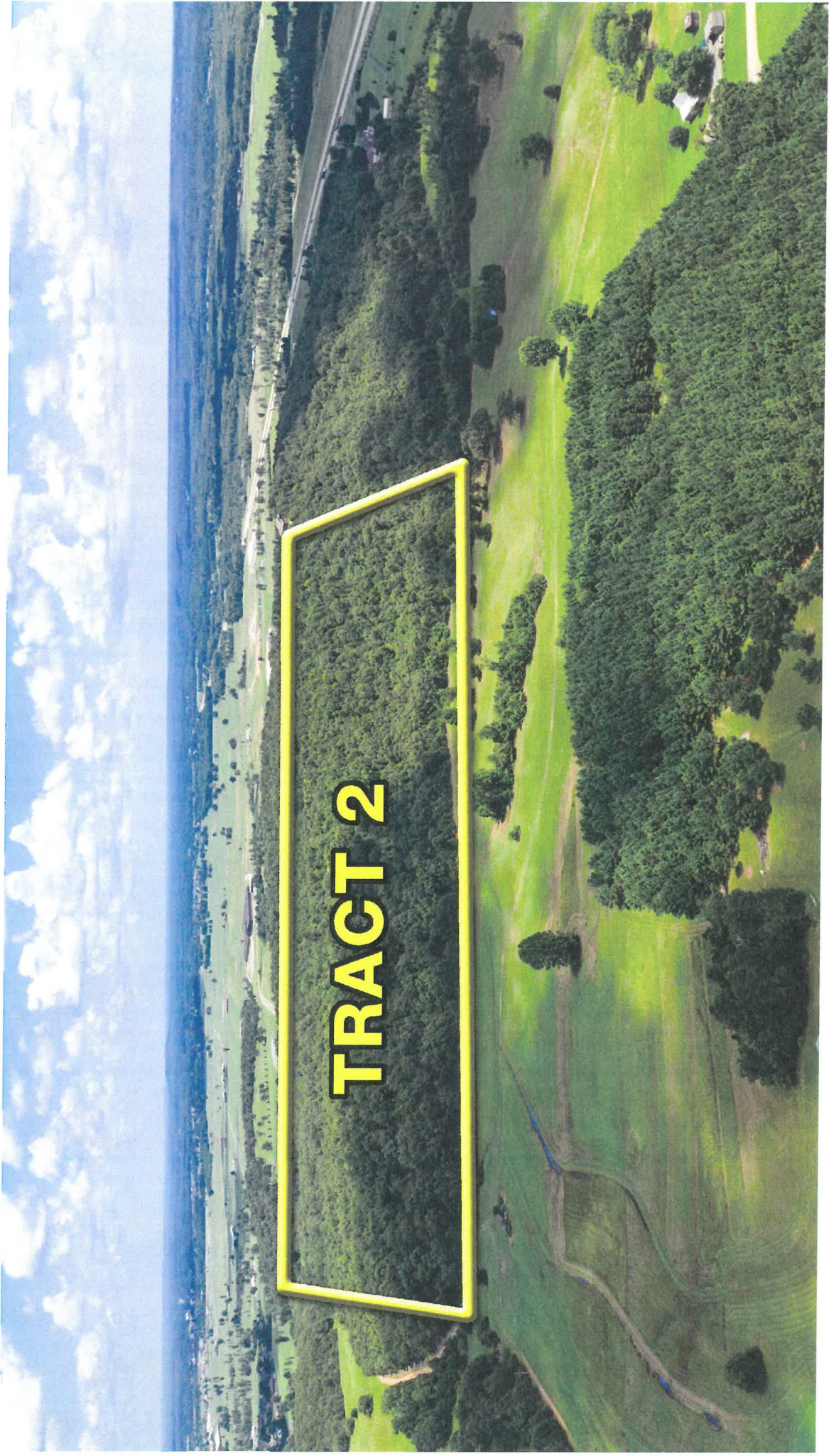
**TRACT
3**

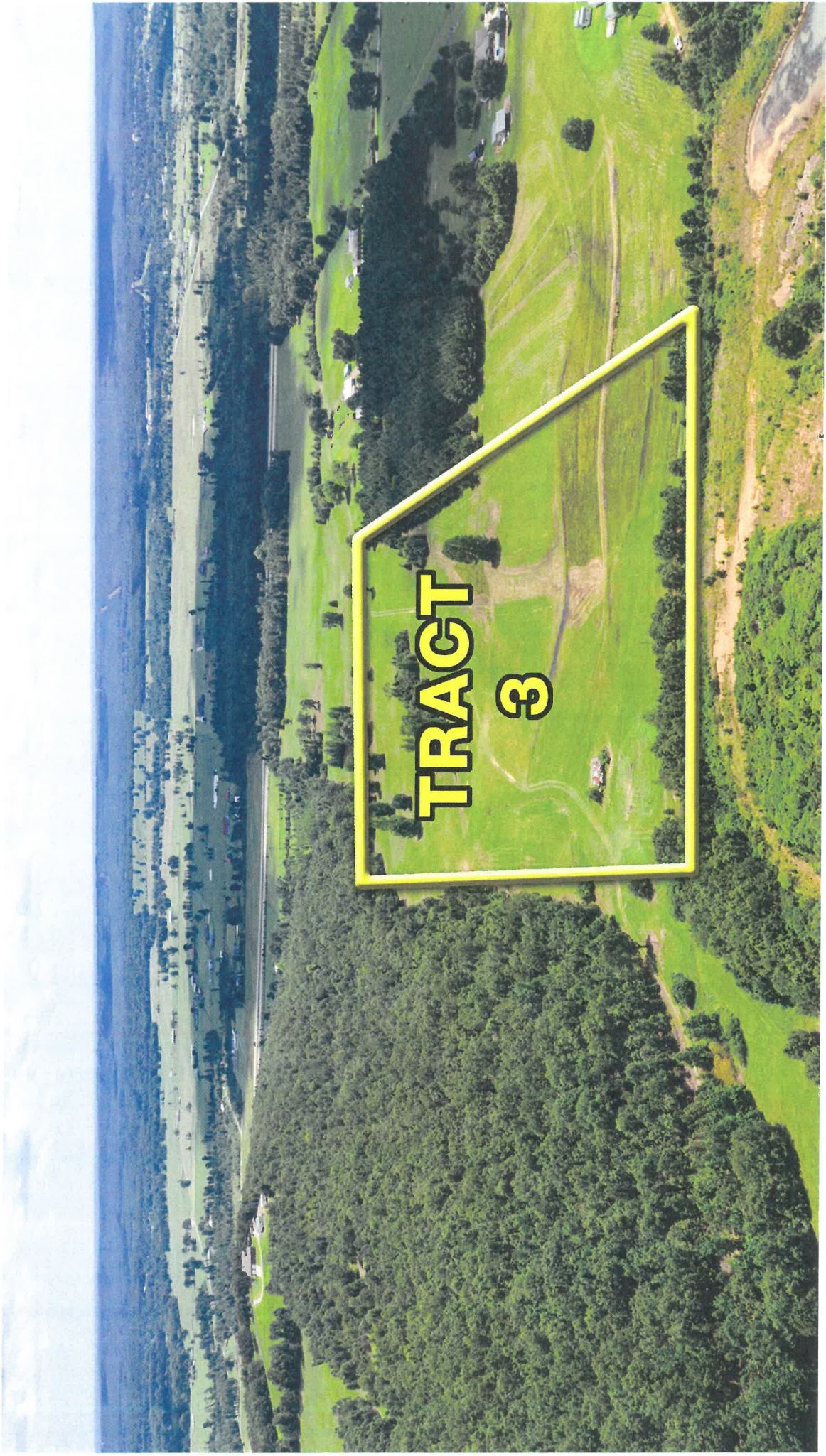
Main St.

**Quail
Hollow**

TRACT 1







**TRACT
3**

Beryl

Main St.

BUS 64

BUS

64

BUS

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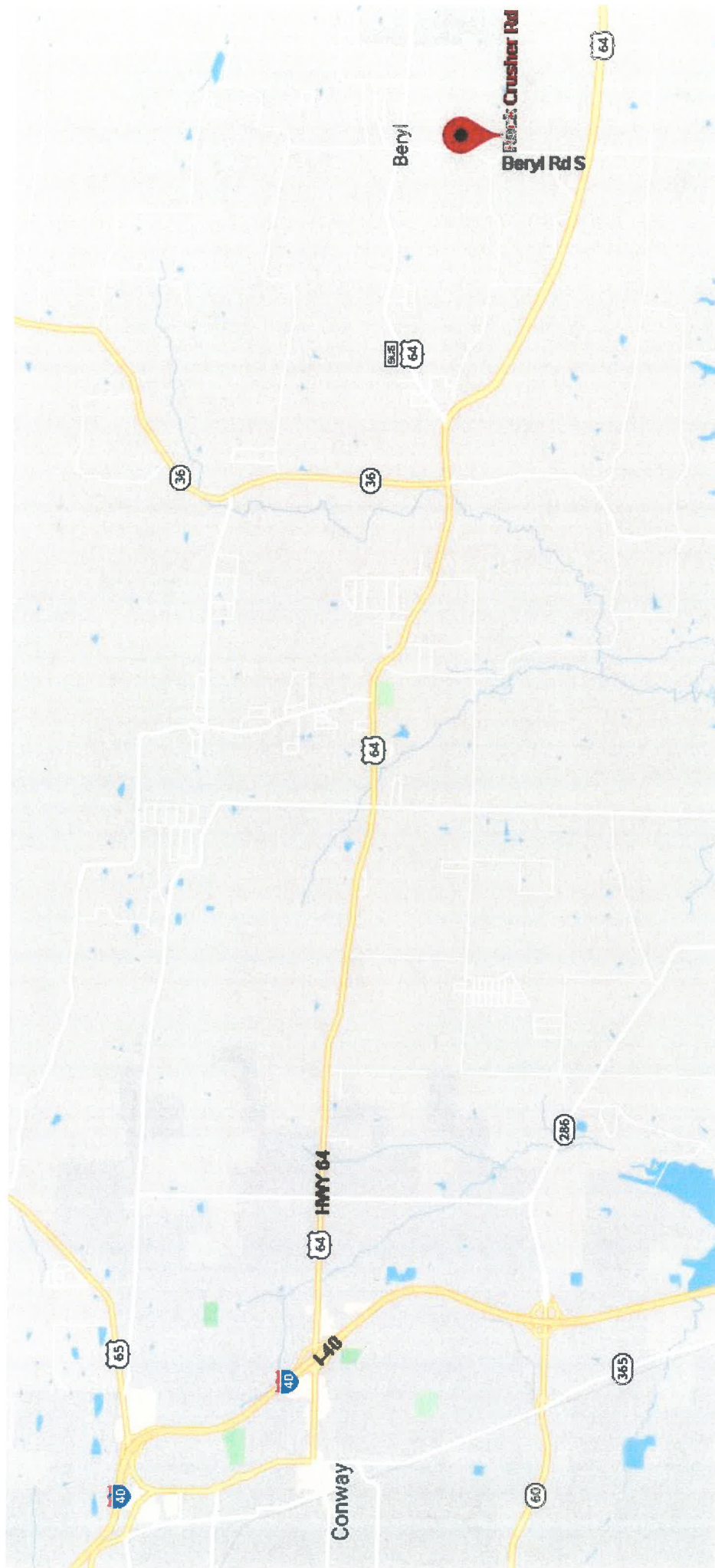
64

64

64

Bypass





Multi-Par Auction Method

The Multi-Parcel (multi-par) auction method allows the buyer to maintain control of any tracts or parcel throughout the auction, regardless of the combination of the tracts.

With the multi-par you select the lots you wish to purchase and bid on them, first by the acre and then in whole dollars.

After a per acre price has been established by individual tracts, for the entire acreage, any bidder may add to the total amount bid on any tracts in the preset dollar amount established at the beginning of the auction or as new bids are posted.

If no advance of bid is made within a specified time frame, then the lots will be announced closed.

Advantage of the Multi-Par Method

- No one is knocked out of bidding at any time. In phase II, you may bid on any tract or combination of tracts.
- You may combine any or all tracts in any grouping throughout phase II of the auction as well post new bids on any single tract bid or combination bids already posted.
- At any time you can look at the lots displayed on large boards and see the high bid and whether you have control of that tract. The High Bidders will have a star (*) beside their winning bid or combination.
- Since everyone who is participating in the auction event can choose which property they want to buy and the price is set by the bidder, everyone has the same opportunity to buy regardless of the other bidder's possible wealth or bidding strength.

Helpful bidding tips

- Bid on only the tracts or items that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts or none at all then bid when combination of tracts are permitted. Remember, any bid posted is considered active and could be back in winning position at any time during the auction.
- Don't wait to bid at the end... prices don't go down. Waiting only invites more people to jump in at the last moment. Remember, it is better to defend your position than to take it from someone else.
- Prior to the auction determine your buying strategy. Determine what you want to buy and how much you can spend. Use the auction floor staff to help you with the math during the auction event.

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. 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: FAULKNER COUNTY BUILDERS, LAND BUYERS & REAL ESTATE INVESTORS!
100+/- Acres Newly Surveyed ~ East of Conway, just North of HWY 64 Bypass ~ Electricity & 2 Wells
~ Interior Farm Roads ~ Offered in 3 Tracts & its Entirety ~ Live, Online Bidding Available ~
SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!

FAULKNER COUNTY ABSOLUTE 100+/- ACRE LAND AUCTION

FRIDAY ~ SEPTEMBER 6, 2019 ~ 11:00 A.M.

ROCK CRUSHER RD. ~ CONWAY, AR 72032

DIRECTIONS: *At Conway, From I-40 & US HWY 64, Travel East on US HWY 64 Bypass for 9.6 Mi. ~ Turn Left on Beryl Rd. & Travel 0.7 Mi. ~ Then Turn Right on Rock Crusher Rd. & go 0.3 Mi. to End, then Right on access road & Follow around to Open Gate & Auction Sign.*

LAND DESCRIPTION: This Beautiful 100+/- Acre Tract is Located 10 Miles East of Conway & West of the City Limits of Vilonia ~ Lying between HWY 64B (Main St.) & US HWY 64 Bypass ~ The Land Consists of 38+/- Acres of Improved Pastureland & 62+/- Acres of Mature & Young Hardwoods ~ Established Farm/Trail Road System Throughout the Property Provides Easy Access to All Areas ~ Land has been Hunted Many Years for Whitetail & Abundant Small Game ~ The Terrain Varies from Flat Pasture to Rolling Hilltops Covered in Oaks ~ Former Homesite at the Top in the SW NE Provides a Perfect Spot to Build w/Views for Miles ~ Electric Service Throughout the Property & 2 Existing Wells ~ 100% of the Minerals Convey ~ Vilonia School District ~ **EXCELLENT LOCATION FOR FUTURE DEVELOPMENT** ~ This Prime Property is being Offered in (3) Tracts & Any Combination w/Deeded Access from HWY 64 Bypass ~ **(TRACT 1)** NW1/4 NE1/4 of Section 14, Township 5 North, Range 12 West ~ 41.55+/- AC ~ Mix of Improved Pasture & Timber ~ Fencing Along the North, East & West Boundaries ~ Good Farm Road & Trail Road to North Boundary ~ **(TRACT 2)** SW1/4 NE1/4 ~ 42.27+/- AC ~ Mostly Timber w/Small Pasture ~ Former Homesite at the Top w/Electricity & Well ~ Fencing Along East Boundary ~ Farm Road Through Center & Along East Boundary ~ **(TRACT 3)** Pt. East Half SE1/4 NW1/4 ~ 16+/- AC ~ All Improved Pasture ~ Existing Well & Electricity ~ Remember, this Prime Piece of Land is **SELLING TO THE HIGHEST BIDDER ON AUCTION DAY!** ~ Tracts of Land this Large & Close to Conway are Hard to Find! ~ Live, Online Bidding Available ~ ***Offers Prior to Auction are Welcome!*** ~ For Additional Information, New Survey, Aerial Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

AUCTIONEER'S NOTE: If you are looking for land to develop, a beautiful homesite, recreational property, or an exceptional deer hunting property in an excellent location, you have found it! Don't miss this opportunity!

TERMS ON REAL ESTATE: **(TRACTS 1, 2 & 3) \$10,000.00 (Per Tract)**, 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 ~ 100% of Minerals Convey ~ Closing within 30 Days ~ 10% Buyer's Premium ~ **Offers Prior to Auction Day are Welcome!**

INSPECTION: Drive by & Inspect this Property **Anytime**, or Contact Agents, **Peter Guerin at 501-733-6795/ peter@wilsonauctioneers.com** or **Gladys Webb at 501-766-0605/ gladys@wilsonauctioneers.com** ~ Registration will begin at 10:00 a.m. Day of Auction.

Announcements made day of sale take precedence over printed material.

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