

# 144± ACRE ABSOLUTE CAMDEN LAND AUCTION

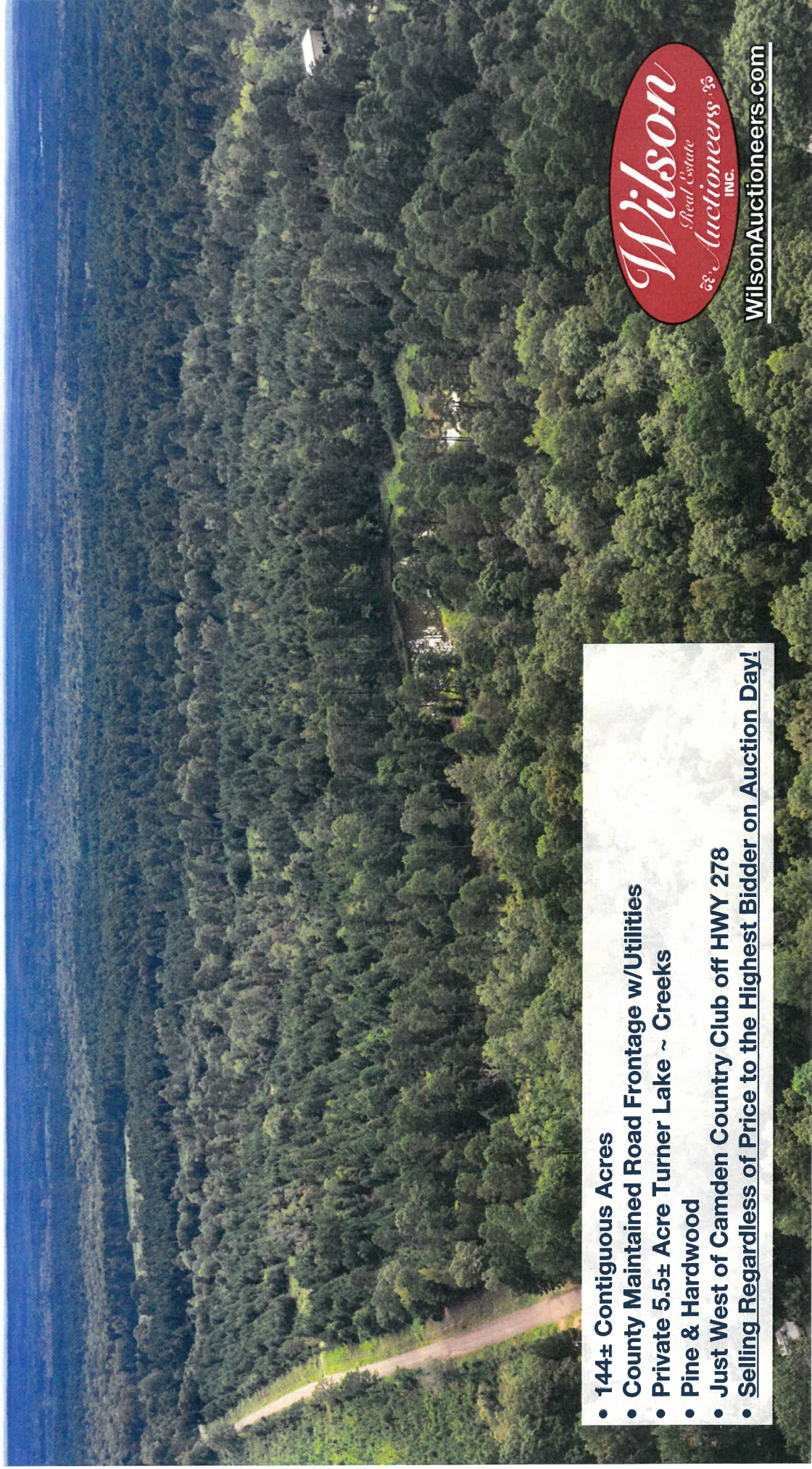
Thursday  
October 25, 2018  
11:00 A.M.

Bensberg Road  
Camden, Arkansas

- 144± Contiguous Acres
- County Maintained Road Frontage w/Utilities
- Private 5.5± Acre Turner Lake ~ Creeks
- Pine & Hardwood
- Just West of Camden Country Club off HWY 278
- Selling Regardless of Price to the Highest Bidder on Auction Day!



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



September 26, 2018

Dear Prospective Buyer:

This 144+/- surveyed acres has 1/2 mile of Bensberg Road frontage. The land consists of mixed pine and hardwood, thinned in 2013. This property has a private 5.5+/- acre lake "Turner Lake" and wet weather creeks. There are food plot areas and a trail system on this property, and electric and water service along Bensberg Road. Buyers will have immediate hunting rights upon signing of the sales contract. **This property is selling regardless of price to the highest bidder on auction day.**

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 ***Bensberg Road in Camden, Arkansas at 11:00 a.m. on October 25th.***

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

Peter Guerin, Agent  
Wilson Real Estate Auctioneers, Inc.

## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** \$20,000.00 Cashier's Check (NO EXCEPTIONS)  
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 ~ **Offers Prior to Auction are Welcome.**

**CLOSING COMPANY:** Title Guaranty Co ~ 100 E. North Street, Magnolia,  
Arkansas 71753 ~ (870) 234-1291.

**GENERAL INFORMATION:** 144+/- Surveyed Acres with 1/2 Mile of Bensberg  
Road Frontage ~ Land Consists of Mixed Pine & Hardwood ~ Thinned in 2013 ~  
Private 5.5+/- Acre Turner Lake ~ Wet Weather Creeks ~ Trail System & Food  
Plot Areas ~ Electric & Water Service Along Bensberg Road ~ Buyers Will have  
Immediate Hunting Rights Upon Signing of Sales Contract.

**REAL ESTATE TAXES FOR YEAR 2017:** \$225.12

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.

## Bensberg Land Company

A part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 19, a part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 20, the W $\frac{1}{2}$  NW $\frac{1}{4}$  Section 29, and a part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 30, Township 13 South, Range 17 West, Ouachita County, Arkansas being more particularly described as follows:

Commence at a 2" pipe as the Northeast corner of said W $\frac{1}{2}$  NW $\frac{1}{4}$  Section 29 for the POINT OF BEGINNING of the tract herein described;

Thence, run S03°37'34"W along the East line of said W $\frac{1}{2}$  NW $\frac{1}{4}$  2696.60 feet to a ½" pipe as the Southeast corner of said W $\frac{1}{2}$  NW $\frac{1}{4}$ ;

Thence, N85°03'15"W along a blue-painted line 1295.62 feet to a ½" pipe as the Southwest corner of said W $\frac{1}{2}$  NW $\frac{1}{4}$ ;

Thence, N02°30'03"E along a fence and a blue-painted line 1348.74 feet to a ½" pipe as the Southeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 30;

Thence, N88°06'52"W along a fence and a blue-painted line 1298.97 feet to a ½" pipe as the Southwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Thence, N00°14'49"E along a fence and a blue-painted line on the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  438.32 feet to a ½" pipe as the Southwest corner of a tract previously conveyed from G. J. Bensberg to Ritchie Dale Sessoms and Margaret Bensberg Sessoms by a Warranty Deed recorded in Book 167 at page 177 on September 1, 1948;

Thence, N89°31'32"E 315.00 feet to a ½" pipe as the Southeast corner of said Sessoms tract;

Thence, N00°14'49"E 908.82 feet to a ½" pipe as an angle point on the East line of said Sessoms tract;

Thence, N01°41'03"E 473.18 feet to a ½" pipe as the Northeast corner of said Sessoms tract, said point being in the centerline of the Old Camden-Lewisville Road;

Thence, N79°22'25"E along said centerline 170.60 feet to a ½" pipe;

Thence, N79°19'36"E along said centerline 138.56 feet to a ½" pipe;

Thence, N57°51'39"E along said centerline 253.09 feet to a 5/8" rod as the Northwest corner of a tract previously conveyed from William A. Mahan and Nancy Mahan to Charles O. Self and Shelia D. Self by a Warranty Deed recorded in Book 648 at page 477;

Thence, S32°54'20"E along a fence and a yellow-painted line 95.12 feet to a 5/8" rod as the Southwest corner of said Self tract, said point also being an angle point on the West line of a tract previously conveyed from William Cass Bensberg to Kenneth R. Thompson and Teresia A. Thompson by a Warranty Deed recorded as Document Number D 2007-189;

Thence, S04°44'29"W along a fence and a yellow-painted line 582.48 feet to a ½" pipe as the Southwest corner of said Thompson tract;

Thence, N89°54'48"E along a yellow-painted line 618.44 feet to a 5/8" rod as the Southeast corner of said Thompson tract;

Thence, N00°42'34"W along a yellow-painted line on the East Boundary of said Thompson tract 459.55 feet to a ¾" pipe as the Southwest corner of a tract previously conveyed from Leone Bensberg to David and Linda Vaughan by a Warranty Deed recorded as Document Number D38-288;

Thence, S88°33'16"E along a yellow and blue-painted line 495.86 feet to a 5/8" rod as the Southeast corner of said Vaughan tract, said point also being on the West line of a tract previously conveyed from Leone Bensberg to Thomas E. Bensberg and Gloria T. Bensberg by a Warranty Deed recorded in Book 499 at page 203;

Thence, S00°03'44"W along the West line of said Bensberg tract 277.47 feet to a ½" pipe;

Thence, S88°57'41"E 331.46 feet to a ½" pipe;

Thence, S00°15'23"W 131.42 feet to a ½" pipe in the South line of said Bensberg tract;

Thence, S88°50'41"E along a yellow-painted line 403.28 feet to a ½" pipe as the Southeast corner of said Bensberg tract, said point being on the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 20;

Thence, S00°08'13"E 194.63 feet to the point of beginning, containing 134.02 acres more or less.

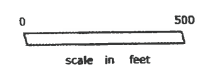
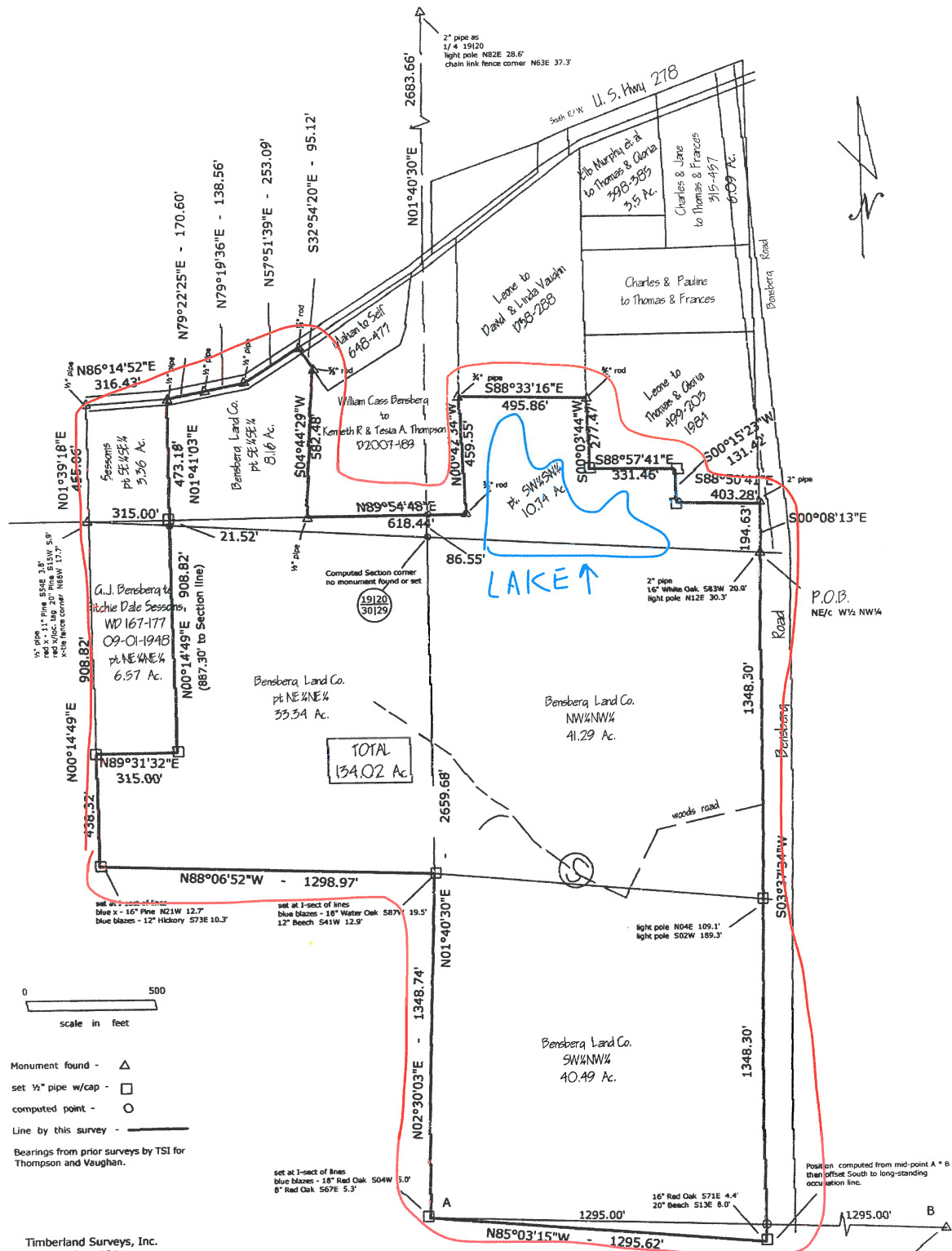
AND

EXHIBIT A

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A part of the Southeast Quarter of the Southeast Quarter of Section 19, and a part of the Northeast Quarter of the Northeast Quarter of Section 30, all in Township 13 South, Range 17 West, described as follows: Begin where the South line of the Camden-Prescott Road intersects the West boundary line of the said Southeast Quarter of the Southeast Quarter of Section 19; thence East 315 feet; thence South 1,382 feet; thence West 315 to the West boundary of the said Northeast Quarter of the Northeast Quarter of Section 30; thence North along the West boundary of the said Northeast Quarter of the Northeast Quarter and along the West boundary of the said Southeast Quarter of the Southeast Quarter a distance of 1,382 feet to the point of beginning, containing 10 acres, more or less.

# Plat of Survey for Bensberg Land Company



- Monument found -  $\Delta$
- set 1/2" pipe w/cap -  $\square$
- computed point -  $\circ$
- Line by this survey -  $\text{---}$
- Bearings from prior surveys by TSI for Thompson and Vaughan.

Timberland Surveys, Inc.  
160 Ouachita 164  
Camden, AR 71701  
870.807.2916  
timberlandsurveys@yahoo.com  
drawing title: Bensberg Land Co.  
index: #500-135-17W-0-19-220-52-1014

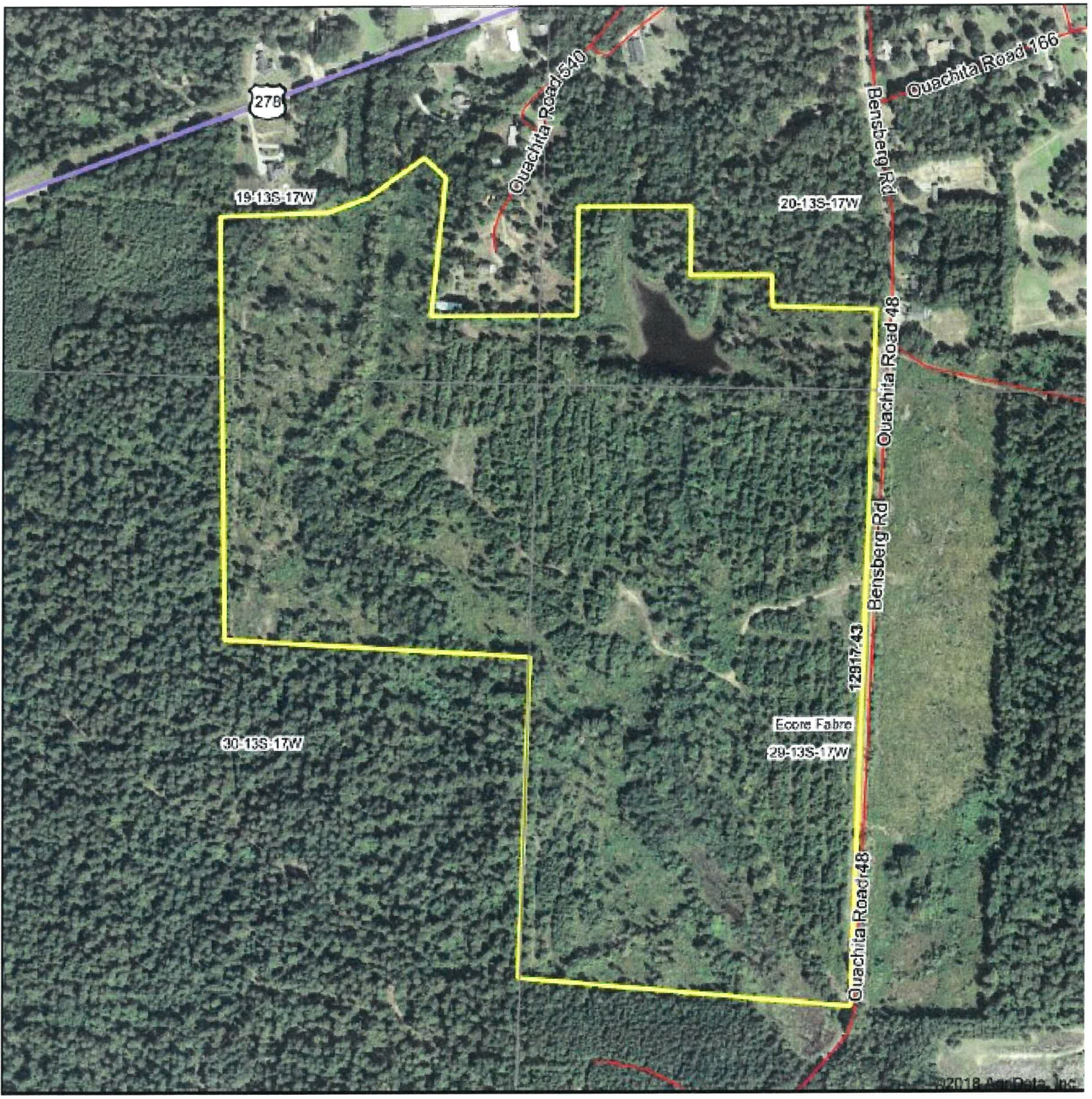
*Lamen Kelly*

05.21.15

6-05-15

NOTE:  
Longmeadow Nursing Home has a 2" PVC pipe sewer line that crosses this property. The only known location is denoted on this map at  $\odot$ . See maps for approximate location.

1/2" pipe as  
C 1/4" Section 29  
x - 7" Holly S10E 3.5'  
15" Pine S86W 10.9'  
E-W fence South 119'



27B

Quachita Road 160

Quachita Road 166

19-13S-17W

20-13S-17W

Bensberg Rd

Quachita Road 48

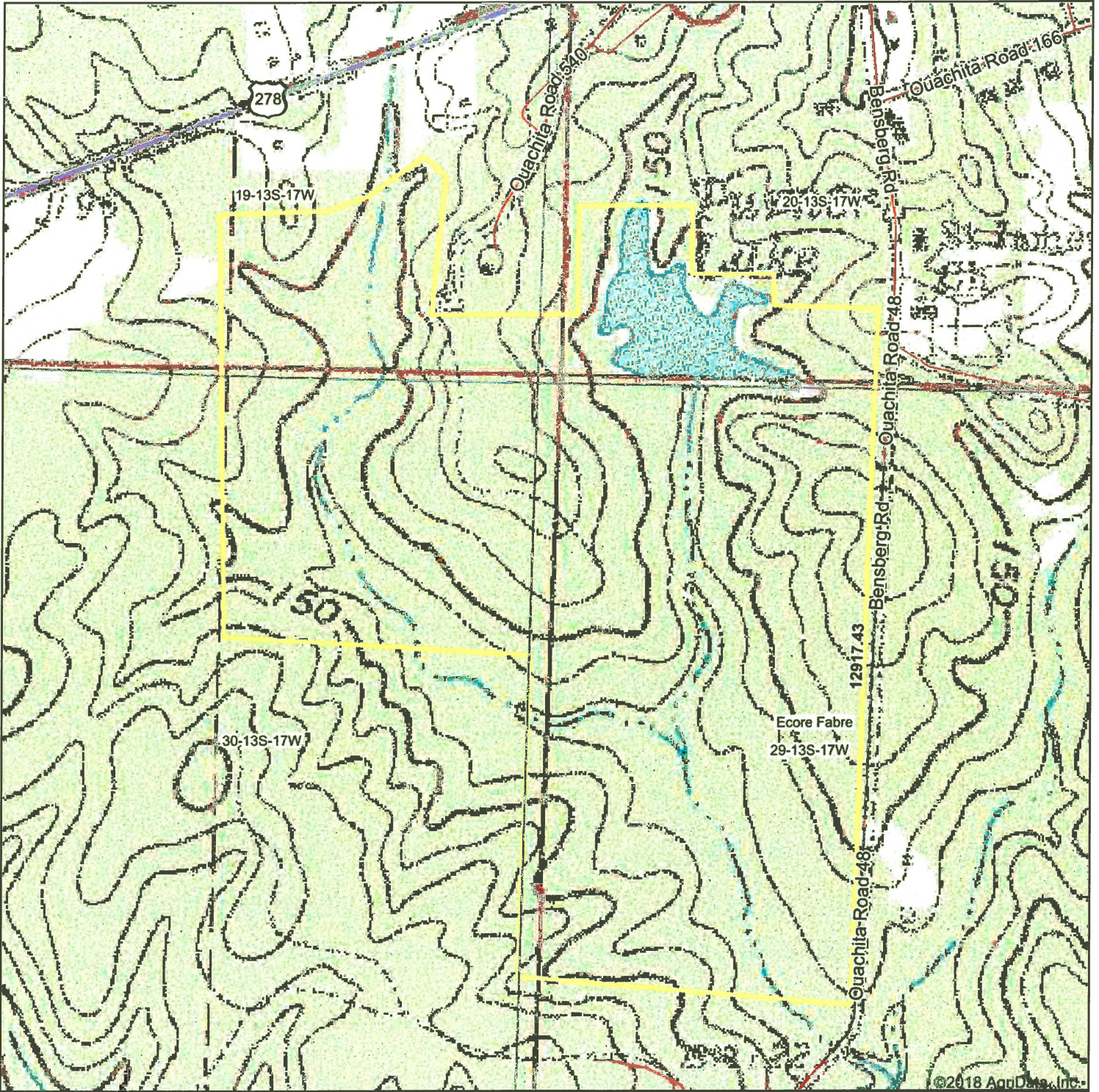
30-13S-17W

Ecore Fabre  
29-13S-17W

1281743

Quachita Road 48

# Bensberg 144



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map center: 33° 34' 39.37, -92° 53' 7.17



**29-13S-17W**  
**Ouachita County**  
**Arkansas**



5/2/2018

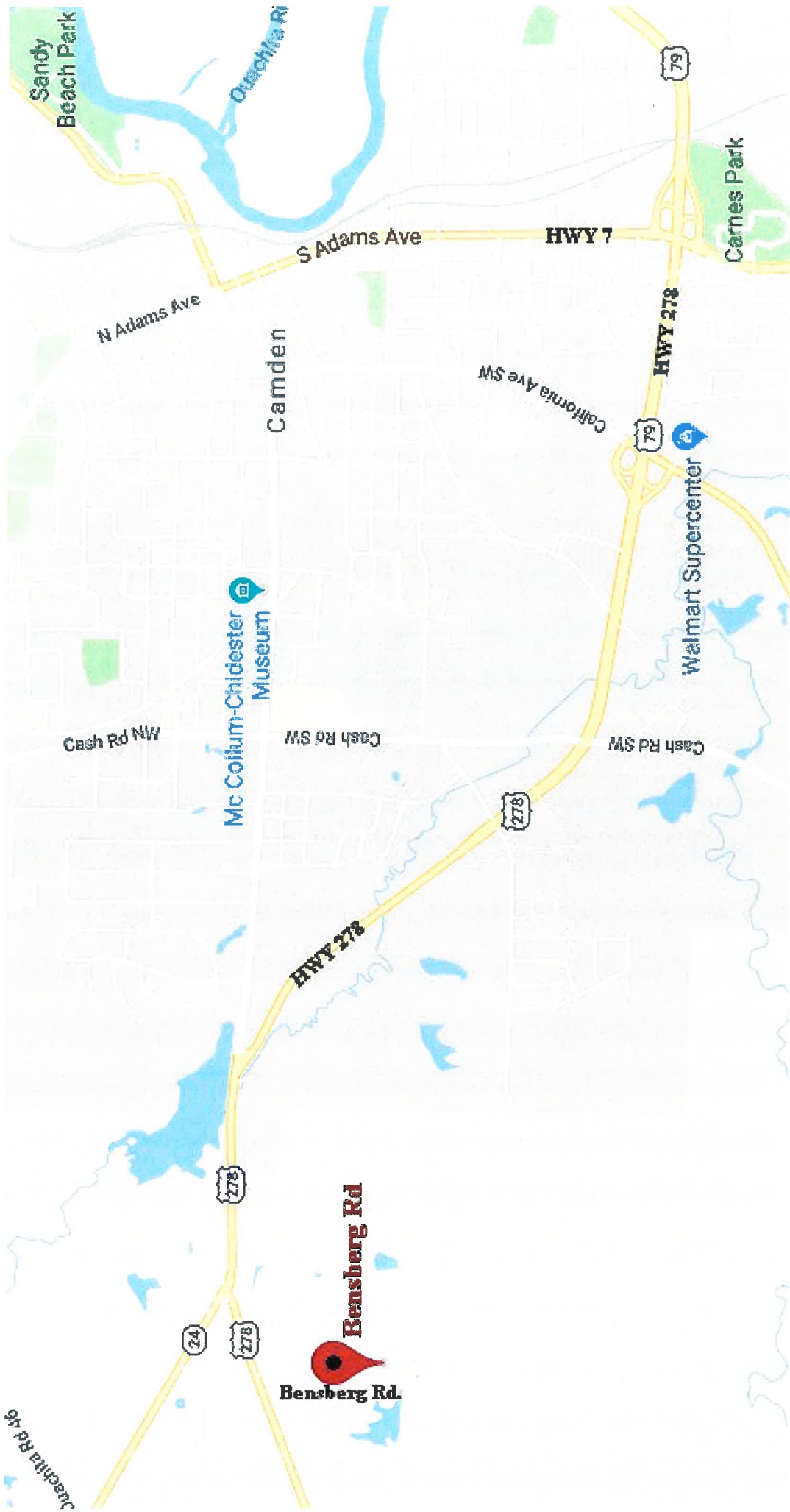


**DAVIS DUBOSE KNIGHT**  
FORESTRY & REAL ESTATE PLLC

Maps Provided By:



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Sandy Beach Park

Mc Colium-Childester Museum

Walmart Supercenter

Bensberg Rd

Bensberg Rd

Jaccinta Rd 46

N Adams Ave

S Adams Ave

Camden

California Ave SW

Carnes Park

HWY 7

HWY 278

79

278

278

24

278

Cash Rd SW

Cash Rd NW

Ousechia Rr

# 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: HUNTERS, DEVELOPERS & TIMBER INVESTORS!**

144+/- Contiguous Acres ~ County Maintained Road Frontage w/Utilities ~ Private 5.5+/- Acre Turner Lake ~ Creeks ~ Pine & Hardwood ~ Just West of Camden Country Club off HWY 278 ~ Live, Online Bidding Available ~ **Selling Regardless of Price to the Highest Bidder on Auction Day!**

# **144 +/- ACRE ABSOLUTE CAMDEN LAND AUCTION**

**THURSDAY ~ OCTOBER 25, 2018 ~ 11:00 A.M.  
BENSBERG ROAD ~ CAMDEN, AR**

**DIRECTIONS:** *From the Intersection of HWY 7 & 278 in Camden, Travel West on HWY 278 3.5 Mi. to Bensberg Road & Turn South ~ Watch for Auction Signs & Property on the West Side of the Road.*

**REAL ESTATE DESCRIPTION:** 144+/- Surveyed Acres with 1/2 Mile of Bensberg Road Frontage ~ Land Consists of Mixed Pine & Hardwood ~ Thinned in 2013 ~ Private 5.5+/- Acre Turner Lake ~ Wet Weather Creeks ~ Trail System & Food Plot Areas ~ Electric & Water Service Along Bensberg Road ~ Buyers Will have Immediate Hunting Rights Upon Signing of Sales Contract ~ **For Additional Information, Photos & Online Bidding Instructions, Visit [WilsonAuctioneers.com](http://WilsonAuctioneers.com) or Contact our Office at 501-624-1825.**

**AUCTIONEER'S NOTE:** This property is a fantastic opportunity to own a large contiguous piece of land just on the outskirts of Camden city limits! The land is perfect for hunting, timber investment land, or potential development with Bensberg Road running the length of the property. It is conveniently located off Highway 278, on the west edge of Camden, just minutes from Walmart and other amenities of Camden. Do not miss the opportunity to own this great piece of property!

**TERMS ON REAL ESTATE:** \$20,000.00 Cashier's Check (**NO EXCEPTIONS**) 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 ~ **Offers Prior to Auction are Welcome.**

**INSPECTION:** Land can be Inspected Anytime ~ For Questions, Contact Agent, *Peter Guerin a 501-733-6795/ [peter@wilsonauctioneers.com](mailto:peter@wilsonauctioneers.com)* ~ Auctioneers will be On-site 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