

PRAIRIE COUNTY 140± ACRE ABSOLUTE RECREATIONAL LAND AUCTION



- 140± Acres w/ 675± Ft. HWY 33 Frontage
- 3 Miles East of Des Arc ~ In the Mid Delta Flyway
- All in WRP ~ Reforested to Bottomland Hardwoods in 2015
- 3 Wells can Flood for Waterfowl
- Selling Regardless of Price to the Highest Bidder!

140± AC

HWY 33

HWY 38

Wednesday, October 24, 2018 • 2:00 P.M.
HWY 33 North • Des Arc, Arkansas



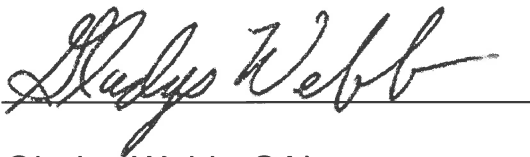
September 25, 2018

Dear Prospective Buyer:

Located between the White and Cache Rivers, this 140+/- acre surveyed tract of Grand Prairie Hunting Land is only 1 hour from Little Rock and 1.5 hours from Memphis, Tennessee. Located in Zone 9 with modern gun (rifle/ muzzleloader/ shotgun) or archery hunting allowed, and all in the Wetland Reserve Program. This tract of land is lying near a large concentration of WRP easements and public lands, notably Bayou Des Arc WMA and Cache River NWR. The land was in rice production through 2013. This property has 20+/- acres in mature timber, 103+/- acres was reforested to bottomland hardwoods in 2015, and 15+/- acre leveed moist soil unit with water control structure. The (3) wells on this property can rapidly flood for waterfowl. With plentiful water and food sources, this is excellent duck and deer hunting land. ***This 140+/- acre tract is selling regardless of price to the highest bidder on auction day!***

If you're looking for top of the line duck hunting and deer hunting land in the Arkansas Delta, this is it! Don't miss this opportunity to buy an excellent sporting and recreational property at your price!

If you have further questions after reviewing this information packet please don't hesitate to call me, **Gladys Webb, at (501) 766-0605**. We look forward to working with you on auction day at ***Highway 33 North in Des Arc, Arkansas at 2:00 p.m. on October 24th.***

A handwritten signature in cursive script, reading "Gladys Webb", written over a horizontal line.

Gladys Webb, CAI
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 ~ Closing
within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ 10%
Buyer's Premium ~ **Offers Prior to Auction are Welcome.**

CLOSING COMPANY: Robert M. Abney, P.A. Attorney at Law
(abneylaw@centurytel.net) ~ 106 Main Street, Des Arc, Arkansas 72040 ~ (870)
256-4183 ~ Fax/ 256-4184.

GENERAL INFORMATION: Located between the White & Cache Rivers, this
140+/- Acre Surveyed Tract of Grand Prairie Hunting Land is Only 1 hr. from Little
Rock & 1.5 hrs. from Memphis ~ Located in Zone 9 w/Modern Gun (Rifle/
Muzzleloader/ Shotgun) or Archery Hunting Allowed ~ All in Wetland Reserve
Program ~ Lying Near a Large Concentration of WRP Easements & Public Lands,
Notably Bayou Des Arc WMA & Cache River NWR ~ Land was in Rice Production
through 2013 ~ 20+/- Acres in Mature Timber ~ 103+/- Acres was Reforested to
Bottomland Hardwoods in 2015 ~ 15+/- Acre Leveed Moist Soil Unit w/Water
Control Structure ~ (3) Wells on Property can Rapidly Flood for Waterfowl ~ With
Plentiful Water & Food Sources, this is Excellent Duck & Deer Hunting Land ~
Selling Regardless of Price to the Highest Bidder on Auction Day!

REAL ESTATE TAXES FOR YEAR 2017: \$147.30

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.

SCHEDULE A – LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 4 WEST; AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 4 WEST; ALL IN PRAIRIE COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, THENCE NORTH 01 DEGREES 01 MINUTES 12 SECONDS WEST A DISTANCE OF 217.75 FEET ALONG THE WEST LINE OF SECTION 8 TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01 DEGREES 01 MINUTES 12 SECONDS WEST A DISTANCE OF 750.83 FEET,
THENCE LEAVING SAID WEST LINE, NORTH 89 DEGREES 35 MINUTES 18 SECONDS WEST A DISTANCE OF 1130.11 FEET;
THENCE NORTH 01 DEGREES 07 MINUTES 31 SECONDS WEST A DISTANCE OF 221.77 FEET;
THENCE NORTH 88 DEGREES 57 MINUTES 15 SECONDS EAST A DISTANCE OF 26.69 FEET;
THENCE NORTH 03 DEGREES 13 MINUTES 58 SECONDS EAST A DISTANCE OF 840.97 FEET;
THENCE NORTH 04 DEGREES 00 MINUTES 15 SECONDS WEST A DISTANCE OF 435.50 FEET;
THENCE NORTH 00 DEGREES 37 MINUTES 53 SECONDS WEST A DISTANCE OF 166.26 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7;
THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 36 MINUTES 01 SECONDS EAST A DISTANCE OF 1062.98 FEET TO THE NORTHEAST CORNER THEREOF;
THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 8, SOUTH 89 DEGREES 10 MINUTES 26 SECONDS EAST A DISTANCE OF 1826.64 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 46 MINUTES 06 SECONDS EAST A DISTANCE OF 2412.65 FEET;
THENCE NORTH 89 DEGREES 08 MINUTES 39 SECONDS WEST A DISTANCE OF 279.11 FEET;
THENCE SOUTH 00 DEGREES 30 MINUTES 39 SECONDS EAST A DISTANCE OF 187.10 FEET TO THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 33;
THENCE NORTH 89 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 345.94 FEET;
THENCE NORTH 89 DEGREES 04 MINUTES 59 SECONDS WEST A DISTANCE OF 329.56 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 00 DEGREES 54 MINUTES 31 SECONDS WEST A DISTANCE OF 745.74 FEET;
THENCE NORTH 78 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 210.33 FEET;
THENCE SOUTH 77 DEGREES 51 MINUTES 51 SECONDS WEST A DISTANCE OF 247.78 FEET;
THENCE SOUTH 02 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE OF 306.31 FEET;
THENCE SOUTH 18 DEGREES 49 MINUTES 53 SECONDS EAST A DISTANCE OF 175.54 FEET;
THENCE SOUTH 80 DEGREES 49 MINUTES 17 SECONDS WEST A DISTANCE OF 127.86 FEET;
THENCE SOUTH 67 DEGREES 38 MINUTES 33 SECONDS WEST A DISTANCE OF 150.98 FEET;
THENCE NORTH 86 DEGREES 10 MINUTES 06 SECONDS WEST A DISTANCE OF 208.93 FEET TO THE POINT OF BEGINNING, CONTAINING 138.90 ACRES, MORE OR LESS.



Wetlands Reserve Program Boundary Survey
Ralph Cawthorn
Contract No. 66-7103-12-019HK
Plat Revision Dated 11/4/13
2052 87' (21.0)



LINE	WARNING	DISTANCE
1	N 007°43'31" W	743.74'
2	N 78°47'09" W	210.37'
3	S 77°13'31" W	247.78'
4	S 02°48'05" E	306.31'
5	S 18°49'33" E	175.54'
6	S 80°46'17" W	127.86'
7	S 67°38'33" W	150.84'
8	N 04°10'06" W	208.33'
9	N 01°07'31" W	221.77'
10	N 83°57'13" E	26.69'
11	N 02°13'36" E	840.37'
12	N 04°00'15" W	43.95'

This is to certify that the survey was done by the undersigned, in accordance with the most recent minimum standards for boundary surveying surveys as set forth by the Arkansas State Board of Licensure for Professional Engineers and Land Surveyors. The accuracy and position tolerances also are in accordance with said surveys.

I hereby certify that the above plot represents a survey made by me on _____, 20____, and all easements, encroachments, and improvements disclosed by this survey are shown. An independent search for easements, covenants, encroachments, or other facts which an accurate title

Surveyors' Notes:

1. Javelin Triangles RTK, GPS was used to perform the survey.
2. All distances shown are measured unless otherwise noted.
3. The property was surveyed based on deeds provided by the NCRS.
4. Legal descriptions within the conservation easement are platted and recorded in the public records of the county.
5. The right of way for Highway 825 was based on plans provided by the Missouri Department of Transportation.
6. Missouri Highway Transportation Department.
7. The plat incorporates any earlier plat(s).

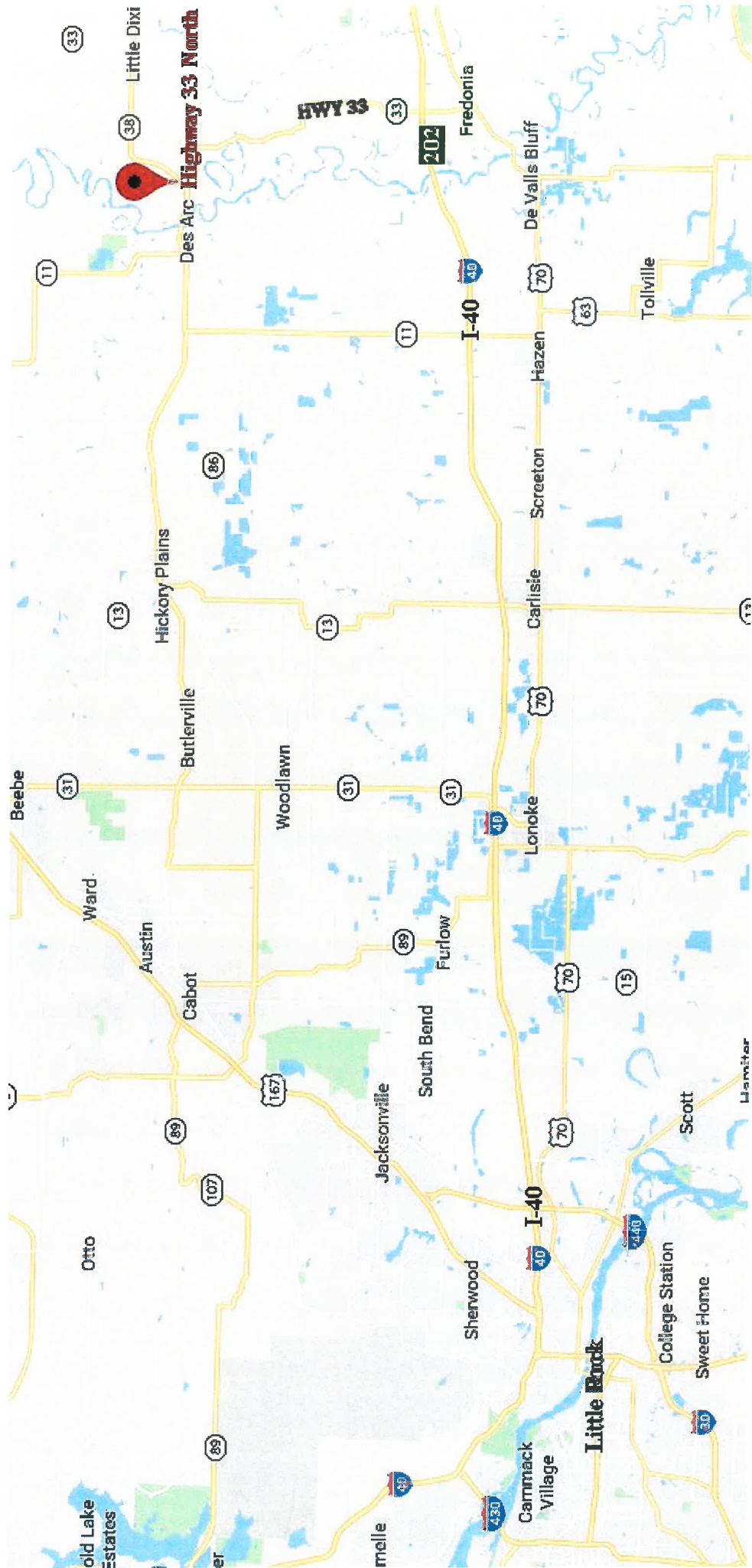
with 51 degrees East
40 feet to 14" up Elm
Shown on Survey by
P.L.S. #1332, dated
4/2008.



140± AC

HWY 38

HWY 33



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: DUCK HUNTERS, DEER HUNTERS & RECREATIONAL LAND BUYERS!

140+/- Acres w/ 675+/- Ft. HWY 33 Frontage ~ 3 Miles East of Des Arc ~ In the Mid Delta Flyway ~
All in WRP ~ Reforested to Bottomland Hardwoods in 2015 ~ 3 Wells can Flood for Waterfowl ~
Selling On-site ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!**

**PRAIRIE COUNTY 140+/- ACRE
ABSOLUTE RECREATIONAL LAND AUCTION
WEDNESDAY ~ OCTOBER 24, 2018 ~ 2:00 P.M.
HIGHWAY 33 NORTH ~ DES ARC, AR**

DIRECTIONS: (From Little Rock) Travel East on I-40 for 48 Mi. ~ Take Exit 202 (AR HWY 33 North), Turn Left (North) on HWY 33 & Travel 10.7 Mi. ~ Watch for Auction Sign & Property on the Right ~ (From Des Arc) Travel East on HWY AR 38 for 2 Mi. ~ Turn Right on AR HWY 33 & Travel 1 Mi. ~ Watch for Auction Sign & Property on the Left.

REAL ESTATE DESCRIPTION: Located between the White & Cache Rivers, this 140+/- Acre Surveyed Tract of Grand Prairie Hunting Land is Only 1 hr. from Little Rock & 1.5 hrs. from Memphis ~ Located in Zone 9 w/Modern Gun (Rifle/ Muzzleloader/ Shotgun) or Archery Hunting Allowed ~ All in Wetland Reserve Program ~ Lying Near a Large Concentration of WRP Easements & Public Lands, Notably Bayou Des Arc WMA & Cache River NWR ~ Land was in Rice Production through 2013 ~ 20+/- Acres in Mature Timber ~ 103+/- Acres was Reforested to Bottomland Hardwoods in 2015 ~ 15+/- Acre Leveed Moist Soil Unit w/Water Control Structure ~ (3) Wells on Property can Rapidly Flood for Waterfowl ~ With Plentiful Water & Food Sources, this is Excellent Duck & Deer Hunting Land ~ **Selling Regardless of Price to the Highest Bidder on Auction Day!**

AUCTIONEER'S NOTE: If you're looking for top of the line duck hunting and deer hunting land in the Arkansas Delta, this is it! Don't miss this opportunity to buy an excellent sporting and recreational property at your price! For additional information, legal description, survey, aerials and photos, visit WilsonAuctioneers.com or contact our office at 501-624-1825.

TERMS ON REAL ESTATE: \$20,000.00 Cashier's Check (NO EXCEPTIONS) Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

INSPECTION: Drive Out & Inspect Anytime at your Discretion ~ Contact Broker, **Gladys Webb at 501-766-0605/ gladys@wilsonauctioneers.com** ~ Auctioneers will be On-site at 1:00 p.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 - AAL #4