

DAYCO CONSTRUCTION ABSOLUTE RETIREMENT LIQUIDATION AUCTION

Thursday
November 8, 2018
10:00 A.M.
30 North Road
Damascus, Arkansas



- After Many Successful Years of Doing Business in Central Arkansas, the Owners of Dayco Construction are Retiring & Liquidating the 4.44± Acre Prime Business Location w/an Office Building & (2) Shops on HWY 65 & All the Construction Equipment, Farming Equipment, Vehicles, Trailers & Tools at Absolute Auction
- Everything is Selling Regardless of Price to the Highest Bidder!




WilsonAuctioneers.com

October 11, 2018

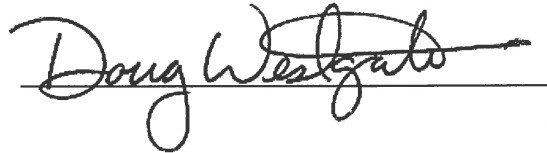
Dear Prospective Buyer:

This 4.44+/- prime commercial fenced acres, with frontage along US Highway 65 inside the city limits of Damascus with all city utilities, contains a 2,340+/- square foot office building consisting of (5) offices, a conference room, reception lobby, break room, and restrooms, built in 2004 with a paved parking lot. There are (2) 3,000+/- square foot metal shop buildings on reinforced concrete slabs with overhead doors built in 2004 and 2015, plus a covered equipment canopy. **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, **Chuck Dicus, at 501-920-7511 or Doug Westgate, at (501) 815-4004.** We look forward to working with you on auction day at ***30 North Road in Damascus, Arkansas at 10:00 a.m. on November 8th.***

A handwritten signature in black ink, appearing to read "Chuck Dicus", written over a horizontal line.

Chuck Dicus, Agent
Wilson Real Estate Auctioneers, Inc.

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

Doug Westgate, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: \$25,000.00 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 ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

CLOSING COMPANY: Cannaday Abstract & Title Company ~ Closing Agent: Valerie Holcomb ~ 232 Griggs Street, Clinton, Arkansas 72031 ~ (501) 745-2115 ~ Fax/ 745-6232.

GENERAL INFORMATION: 4.44+/- Prime Commercial Fenced Acres, w/Frontage Along US HWY 65 inside the City Limits of Damascus w/All City Utilities, Containing a 2,340+/- SF Office Building Consisting of (5) Offices, Conference Room, Reception Lobby, Break Room & Restrooms; Built in 2004 w/Paved Parking Lot ~ (2) 3,000+/- SF Metal Shop Buildings on Reinforced Concrete Slabs w/Overhead Doors Built in 2004 & 2015, Plus a Covered Equipment Canopy ~ **Selling Regardless of Price to the Highest Bidder on Auction Day!**

REAL ESTATE TAXES FOR YEAR 2017: \$2,934.00

The information in this packet is believed to be accurate and from reliable sources, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. All references to age, square footage, income, taxes, 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.

EXHIBIT A**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (PT. SW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION THIRTY TWO (32), TOWNSHIP NINE (9) NORTH, RANGE THIRTEEN (13) WEST, VAN BUREN COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, SECTION 32, T-9-N, R-13-W, RUN THENCE WEST 461 FEET TO A CORNER STAKE; RUN THENCE NORTH 472.45 FEET TO A CORNER STAKE; RUN THENCE EAST 461 FEET TO A CORNER STAKE; RUN THENCE SOUTH 472.45 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 5 ACRES, MORE OR LESS.

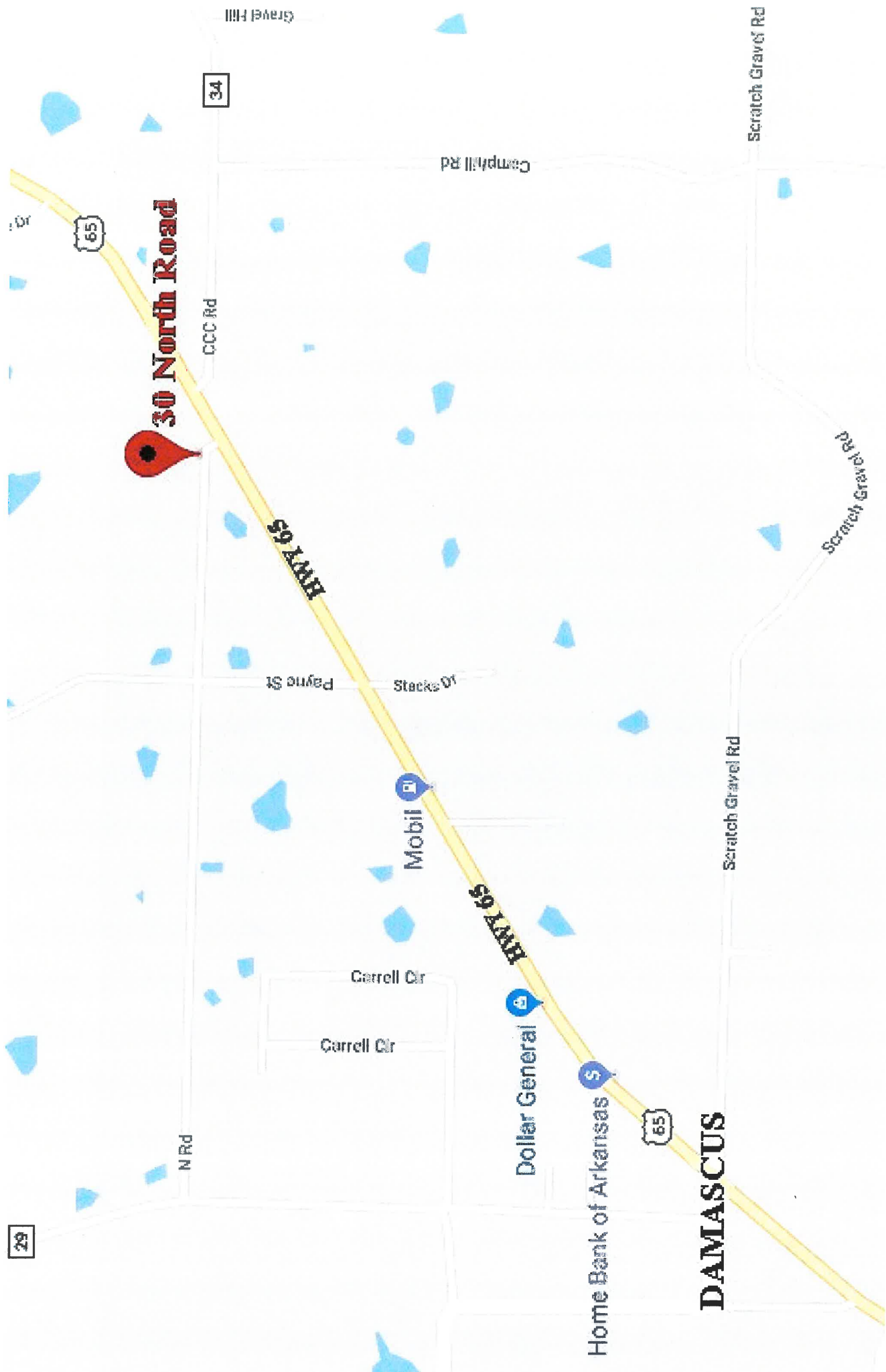
LESS AND EXCEPT:

PART OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 32, T-9-N, R-13-W, VAN BUREN COUNTY, ARKANSAS, DESCRIBED AS: STARTING AT THE SE CORNER OF SW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 32, SAID CORNER BEING A POINT ON THE CENTERLINE STATION 67+63.50 OF U.S. HIGHWAY 65; THENCE N 02°40' E ALONG THE EAST LINE THEREOF A DISTANCE OF 47.1 FEET TO A POINT ON THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY FOR THE POINT OF BEGINNING; THENCE S 60°51' WEST ALONG SAID EXISTING RIGHT OF WAY LINE A DISTANCE OF 89.7 FEET TO A POINT ON THE SOUTH LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$, THENCE N 87°30' W ALONG THE SOUTH LINE OF THE SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ A DISTANCE OF 113.3 FEET TO A POINT ON THE PROPOSED NORTHWESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY; THENCE N 74°53'10" E ALONG SAID PROPOSED RIGHT OF WAY LINE A DISTANCE OF 199.1 FEET TO A POINT ON THE EAST LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE S 02°40' W ALONG THE EAST LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ A DISTANCE OF 13.2 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRE, MORE OR LESS;

ALSO LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (PT. SW $\frac{1}{4}$ NE $\frac{1}{4}$), SECTION THIRTY-TWO (32), TOWNSHIP NINE (9) NORTH, RANGE THIRTEEN (13) WEST, VAN BUREN COUNTY, ARKANSAS, DESCRIBED AS: COMMENCING AT THE SE CORNER OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 32, THENCE WEST 341.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST 120.00 FEET, THENCE NORTH 170.00 FEET, THENCE EAST 120.00 FEET, THENCE SOUTH 170.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.47 ACRE, 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, 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.

After Many Successful Years of Doing Business in Central Arkansas, the Owners of Dayco Construction are Retiring & Liquidating the 4.44+/- Acre Prime Business Location w/ an Office Building & (2) Shops on HWY 65 & All the Construction Equipment, Farming Equipment, Vehicles, Trailers & Tools at Absolute Auction ~ **EVERYTHING IS SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!**

DAYCO CONSTRUCTION ABSOLUTE RETIREMENT LIQUIDATION AUCTION

THURSDAY ~ NOVEMBER 8, 2018 ~ 10:00 A.M.

30 NORTH ROAD ~ DAMASCUS, AR

DIRECTIONS: *Property is Located Along US HWY 65 on the North End of Damascus City Limits ~ Watch for Property & Auction Sign on the West Side of the HWY.*

REAL ESTATE DESCRIPTION: 4.44+/- Prime Commercial Fenced Acres, w/Frontage Along US HWY 65 inside the City Limits of Damascus w/All City Utilities, Containing a 2,340+/- SF Office Building Consisting of (5) Offices, Conference Room, Reception Lobby, Break Room & Restrooms; Built in 2004 w/Paved Parking Lot ~ (2) 3,000+/- SF Metal Shop Buildings on Reinforced Concrete Slabs w/Overhead Doors Built in 2004 & 2015, Plus a Covered Equipment Canopy ~ **Selling Regardless of Price to the Highest Bidder on Auction Day!** ~ For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

PERSONAL PROPERTY DESCRIPTION: Well-Maintained Construction Equipment Including (4) John Deere Backhoes, John Deere Dozer, Skytracks, 45 Ft. Boom Lift, (2) Bobcats, (5) Scissor Lifts, JCB Forklift & (2) Genie Lifts ~ 2017 Ford F-150 Crew Cab w/42K Miles ~ 2006 International Dump Truck ~ 2007 Dodge 3500 SLT Flatbed Diesel Crew Cab ~ Several Trailers of All Types & Sizes Including (5) Office Trailers, (8) Enclosed Cargo Trailers, (5) Flatbed Trailers, (3) Gooseneck Trailers, Cattle Trailers, Utility Trailers, Fuel Trailers, Semi Truck Trailers, Large Generators on Trailers ~ Farming Equipment Including John Deere 6430 Tractor, 12 Ft. Disc, 10 Ft. Bush Hog, Hay Bailer, Hay Cutter, Hay Tetter, Hay Rake, (2) John Deere Mowers, 2015 Kubota RTV 1140 CPX 4x4 Diesel w/ 150 Hrs. ~ Welders, Concrete Saws & Finishing Equipment, Scaffolding, Fencing, Metal Brakes, New Lenox HVAC Units, Ladders, Ice Machine, Tool Boxes, Air Compressors, Portable Generators, Pressure Washers, Shop Heaters & Fans, Nail Guns, Miter Saws, Surveying Equipment, Fire Extinguishers, Shop Vacs, Wheel Barrows, Table Saws, Job Boxes, Yard Tools, Caulking & Painting Supplies, Metal Door Frames, Commercial Door Hardware, Submersible Pumps, Electrical Supplies, Tons of Dewalt Power Tools of All Types & Descriptions, Hard Hats, Hand Tools, Office Furniture & Supplies, I-Beams, Scrap Iron, Steel Cable, Screws, Bolts & Fasteners of All Types & Much More! ~ **REMEMBER, EVERYTHING INCLUDING THE REAL ESTATE IS SELLING REGARDLESS OF PRICE!**

TERMS ON REAL ESTATE: \$25,000.00 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 ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

TERMS ON PERSONAL PROPERTY: Cash, Check & All Major Credit Cards Accepted ~ 10% Buyer's Premium.

SPECIAL INSPECTION: Real Estate & Personal Property can be Viewed on **Tuesday October 23rd thru Friday October 26th between 9:00 a.m. & 4:00 p.m. (Please Check-in at the Dayco Office)** or Contact Agents, **Doug Westgate** at 501-815-4004/ doug@wilsonauctioneers.com or **Chuck Dicus** at 501-920-7511/ chuck@wilsonauctioneers.com to View the Real Estate Today! ~ Doors Open & Auctioneers will be On-site at 8:30 a.m. on Auction Day.

Announcements made day of sale take precedence over printed material.

WILSON REAL ESTATE AUCTIONEERS, INC.

Leading Real Estate Auctioneers "Since 1961"

501-624-1825 * PB00000481, Joe Wilson

WEBSITE: WilsonAuctioneers.com - AAL #4