

# ASHLEY COUNTY 38± ACRE ABSOLUTE LAND AUCTION

Tuesday ~ March 12, 2019 ~ 1:00 P.M.  
1901 US Highway 425 ~ Hamburg, AR



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

**TRACT 2 ~ 18.17± Acres**

**TRACT 1 ~ 19.5± Acres**

- 37.67± Wooded Acres Offered in (2) Newly Surveyed Tracts Along Both Sides of US Highway 425 in Hamburg w/Additional Frontage Along Ashley County Road 72
- Selling Regardless of Price to the Highest Bidder on Auction Day!



February 13, 2019

Dear Prospective Buyer:

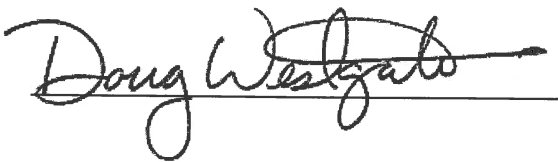
This 37.67+/- acres of wooded, un-zoned and unrestricted land is less than 1 mile north of Hamburg, Arkansas city limits, with paved road frontage on Highway 425 and Ashley Road 72 **selling regardless of price to the highest bidder on auction day!** The property will be offered in (2) newly surveyed, individual tracts and its entirety. We will conduct this auction at the west end of Tract 1. There are city water and electricity to the property, and it is in the Hamburg School District. Offers made prior to auction day are welcome. **Remember, both tracts will be sold regardless of price to the highest bidder!**

**Tract 1** consists of 19.5+/- acres lying west of Highway 425 and north of Ashley Road 72.

**Tract 2** consists of 18.17+/- acres lying east of Highway 425.

If you are looking for a beautiful building site for a home, a tract of land to develop, recreational property or just a real estate investment in an excellent location, you have found it! Don't miss this opportunity!

If you have further questions after reviewing this information packet please don't hesitate to call me, **Doug Westgate, at (501) 815-4004**. We look forward to working with you on auction day at **1901 US Highway 425 in Hamburg, Arkansas at 1:00 p.m. on March 12th**.

A handwritten signature in black ink that reads "Doug Westgate". The signature is written in a cursive style with a horizontal line underneath the name.

Doug Westgate, Agent  
Wilson Real Estate Auctioneers, Inc.

## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** **(TRACTS 1 & 2) \$5,000.00 (Each)**, in the Form of a 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 Day are Welcome!**

**CLOSING COMPANY:** Byrd-Mills Title Company LLC ~ Closing Agent: Janet Mills ~ 204 E. Lincoln Street, Hamburg, Arkansas 71646 ~ (870) 853-4010.

**GENERAL INFORMATION:** 37.67+/- Acres of Wooded, Un-zoned & Unrestricted Land Located Less than 1 Mile North of Hamburg, Arkansas City Limits w/Paved Road Frontage on HWY 425 & Ashley Road 72 **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!** ~ This Property will be Offered in (2) Newly Surveyed, Individual Tracts & its Entirety ~ Auction will be Conducted at the West End of Tract 1 ~ **(TRACT 1)** Consists of 19.5+/- Acres lying West of HWY 425 & North of Ashley Road 72 ~ **(TRACT 2)** Consists of 18.17+/- Acres lying East of HWY 425 ~ City Water & Electricity to the Property ~ Hamburg School District ~ **Offers Made Prior to Auction Day are Welcome ~ Remember, Both Tracts will be Sold Regardless of Price to the Highest Bidder!**

**REAL ESTATE TAXES FOR YEAR 2018:** \$55.00

**SCHOOL DISTRICT:** Hamburg

The information in this packet is believed to be accurate and from reliable sources, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. All references to age, square footage, income, taxes, aerals, plats, surveys and expenses, but not limited to, are approximate. Buyers should conduct their own independent investigations and rely only on those results. Neither Wilson Real Estate Auctioneers, Inc. nor the Seller assumes liability for the information provided.

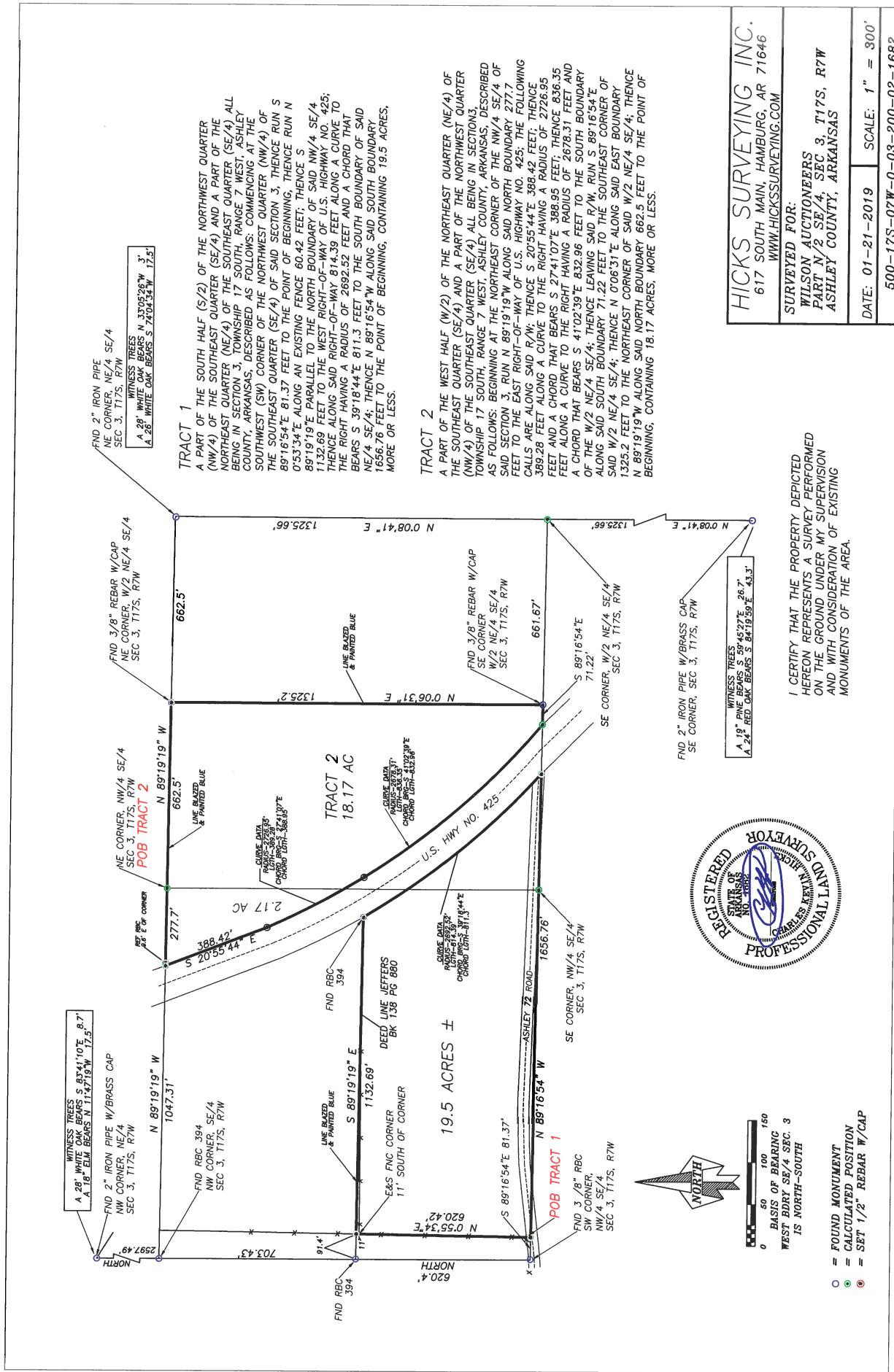
## LEGAL DESCRIPTION:

### TRACT 1

A PART OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) AND A PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) ALL BEING IN SECTION 3, TOWNSHIP 17 SOUTH, RANGE 7 WEST, ASHLEY COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 3, THENCE RUN S 89°16'54"E 81.37 FEET TO THE POINT OF BEGINNING, THENCE RUN N 0°53'34"E ALONG AN EXISTING FENCE 60.42 FEET; THENCE S 89°19'19"E PARALLEL TO THE NORTH BOUNDARY OF SAID NW/4 SE/4 1132.69 FEET TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 425; THENCE ALONG SAID RIGHT-OF-WAY 814.39 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2692.52 FEET AND A CHORD THAT BEARS S 39°18'44"E 811.3 FEET TO THE SOUTH BOUNDARY OF SAID NE/4 SE/4; THENCE N 89°16'54"W ALONG SAID SOUTH BOUNDARY 1656.76 FEET TO THE POINT OF BEGINNING, CONTAINING 19.5 ACRES, MORE OR LESS.

### TRACT 2

A PART OF THE WEST HALF (W/2) OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) AND A PART OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) ALL BEING IN SECTION 3, TOWNSHIP 17 SOUTH, RANGE 7 WEST, ASHLEY COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NW/4 SE/4 OF SAID SECTION 3, RUN N 89°19'19"W ALONG SAID NORTH BOUNDARY 277.7 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 425; THE FOLLOWING CALLS ARE ALONG SAID R/W; THENCE S 20°55'44"E 388.42 FEET; THENCE 389.28 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2726.95 FEET AND A CHORD THAT BEARS S 27°41'07"E 388.95 FEET; THENCE 836.35 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2678.31 FEET AND A CHORD THAT BEARS S 41°02'39"E 832.96 FEET TO THE SOUTH BOUNDARY OF THE W/2 NE/4 SE/4; THENCE LEAVING SAID R/W, RUN S 89°16'54"E ALONG SAID SOUTH BOUNDARY 71.22 FEET TO THE SOUTHEAST CORNER OF SAID W/2 NE/4 SE/4; THENCE N 0°06'31"E ALONG SAID EAST BOUNDARY 1325.2 FEET TO THE NORTHEAST CORNER OF SAID W/2 NE/4 SE/4; THENCE N 89°19'19"W ALONG SAID NORTH BOUNDARY 662.5 FEET TO THE POINT OF BEGINNING, CONTAINING 18.17 ACRES, MORE OR LESS.





**Tract 2 ~ 18.17+/- Acres**

**Tract 1 ~ 19.5+/- Acres**

8

425

72

72

72

72

8



1901 US Highway 425

US HWY 425

425

N Main St

Sonic Drive-In

Hamburg

82

82

8



# 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: HOME BUILDERS, LAND BUYERS & INVESTORS!**

37.67+/- Wooded Acres Offered in (2) Newly Surveyed Tracts Along Both Sides of US Highway 425 in Hamburg w/Additional Frontage Along Ashley County Road 72 ~ Live, Online Bidding Available ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

**ASHLEY COUNTY 38+/- ACRE  
ABSOLUTE LAND AUCTION**

**TUESDAY ~ MARCH 12, 2019 ~ 1:00 P.M.  
1901 US HIGHWAY 425 ~ HAMBURG, AR**

**DIRECTIONS:** *From the Sonic Drive-in in Hamburg, go 2 Miles North on US HWY 425 ~ Watch for Property & Auction Signs on both sides of the Highway.*

**LAND DESCRIPTION:** 37.67+/- Acres of Wooded, Un-zoned & Unrestricted Land Located Less than 1 Mile North of Hamburg, Arkansas City Limits w/Paved Road Frontage on HWY 425 & Ashley Road 72  
**SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!** ~ This Property will be Offered in (2) Newly Surveyed, Individual Tracts & its Entirety ~ Auction will be Conducted at the West End of Tract 1 ~ **(TRACT 1)** Consists of 19.5+/- Acres lying West of HWY 425 & North of Ashley Road 72 ~ **(TRACT 2)** Consists of 18.17+/- Acres lying East of HWY 425 ~ City Water & Electricity to the Property ~ Hamburg School District ~ **Offers Made Prior to Auction Day are Welcome ~ Remember, Both Tracts will be Sold Regardless of Price to the Highest Bidder!** ~ For Additional Information, Aerial Photos & Online Bidding Instructions, Visit [WilsonAuctioneers.com](http://WilsonAuctioneers.com) or Contact our Office at 501-624-1825.

**AUCTIONEER'S NOTE:** If you are looking for a beautiful building site for a home, a tract of land to develop, recreational property or just a real estate investment in an excellent location, you have found it! Don't miss this opportunity!

**TERMS ON REAL ESTATE:** **(TRACTS 1 & 2) \$5,000.00 (Each),** in the Form of a 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 Day are Welcome!**

**INSPECTION:** Drive by Anytime or Contact Agent, ***Doug Westgate*** at 501-815-4004/[doug@wilsonauctioneers.com](mailto:doug@wilsonauctioneers.com) ~ Registration will begin at 12:00 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](http://WilsonAuctioneers.com) - AAL #4