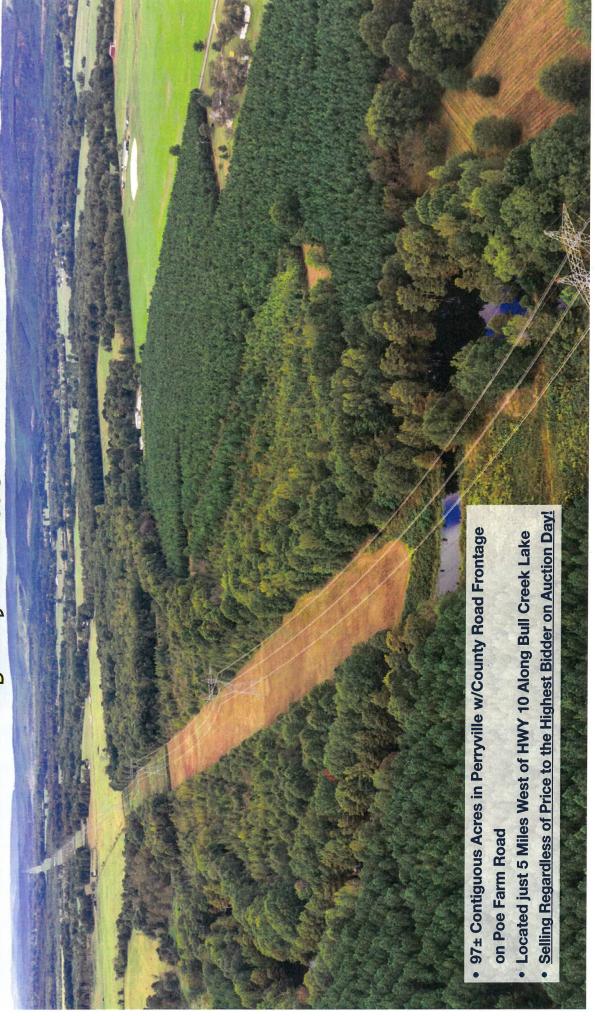
97± ACRE PERRY COUNTY ABSOLUTE AUCTION

Twesday \approx March 26, 2019 \approx 8100 PM.

Poe Ferm Roed ~ Perryville, Arkenses





Dear Prospective Buyer:

This 97+/- acre sportsman's paradise is conveniently located 30 minutes from Conway, Little Rock, and Morrilton! This beautiful farm was managed for the last 14 years for wildlife habitat. The property features 1,200+/- feet of Poe Farm Road frontage with an additional gated entrance easement. There are 40+/-acres of 13-year-old loblolly pines ready for the first cut. A 3/4 mile of Bull Lake and Bull Lake Slough surrounds the property on 2 sides and includes several oxbows for great fishing year-round and seasonal duck hunting. Plus, there are multiple large food plots on this acreage. The 14+/- acres in CRP-22 includes hardwoods and will pay you yearly until enrollment ends in 2022. The large hardwoods create great deer travel corridors along the water, and there is an established road/trail system. This property has deer, turkey, duck, and small game hunting! There are several areas level and cleared for future cabin or home sites. This property is selling regardless of price to the highest bidder on auction day!

Pieces of land like this do not come available often! Much work has been done during the years to make it a great hunting getaway, but could also be great for future home sites, cabins, or multiple homes along Poe Farm Road! The convenience of this farm to Conway, Little Rock, and Morrilton will make it hard to pass up! Remember, this farm will sell regardless of price on auction day! Any offers before auction day are welcome; please contact agent, Peter Guerin for more information.

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 **Poe Farm Road in Perryville**, **Arkansas at 3:00 p.m.** on **March 26th**.

Peter Guerin, Agent

Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: Exhibit A

TERMS AND CONDITIONS: \$25,000.00 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: Lenders Title Company ~ 1301 Main Street, Conway, Arkansas 72034 ~ (501) 327-6811 ~ Fax/ 329-4962.

GENERAL INFORMATION: 97+/- Acre Sportsman's Paradise Conveniently Located 30 Minutes from Conway, Little Rock & Morrilton! ~ This Beautiful Farm has been Managed for the Last 14 Years for Wildlife Habitat ~ Property Features 1,200+/- Ft. of Poe Farm Road Frontage w/Additional Gated Entrance Easement ~ 40+/- Acres of 13-Year-Old Loblolly Pines Ready for First Cut ~ 3/4 Mile of Bull Lake & Bull Lake Slough Surrounds the Property on 2 Sides & Includes Several Oxbows for Great Fishing Year-round & Seasonal Duck Hunting ~ Multiple Large Food Plots ~ 14+/- Acres in CRP-22 Includes Hardwoods & will Pay Yearly Until Enrollment Ends in 2022 ~ Large Hardwoods Create Great Deer Travel Corridors Along the Water ~ Established Road/Trail System ~ Deer, Turkey, Duck & Small Game Hunting! ~ Several Areas Level & Cleared for Future Cabin/Home Sites ~ Selling Regardless of Price to the Highest Bidder on Auction Day!

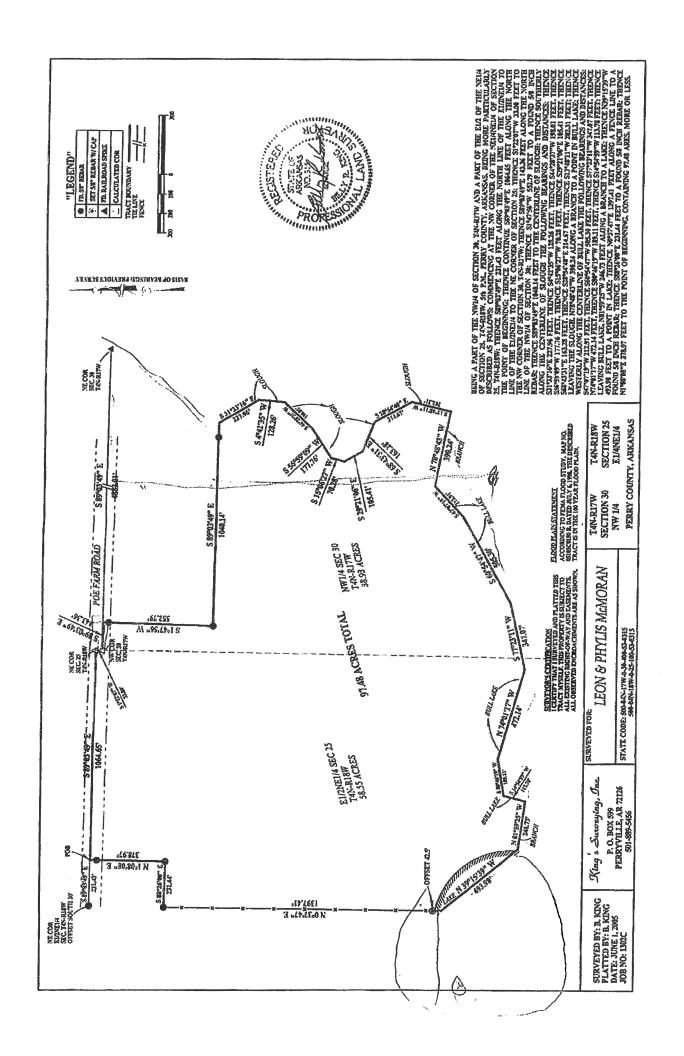
REAL ESTATE TAXES FOR YEAR 2018: \$184.86

SCHOOL DISTRICT: Perryville

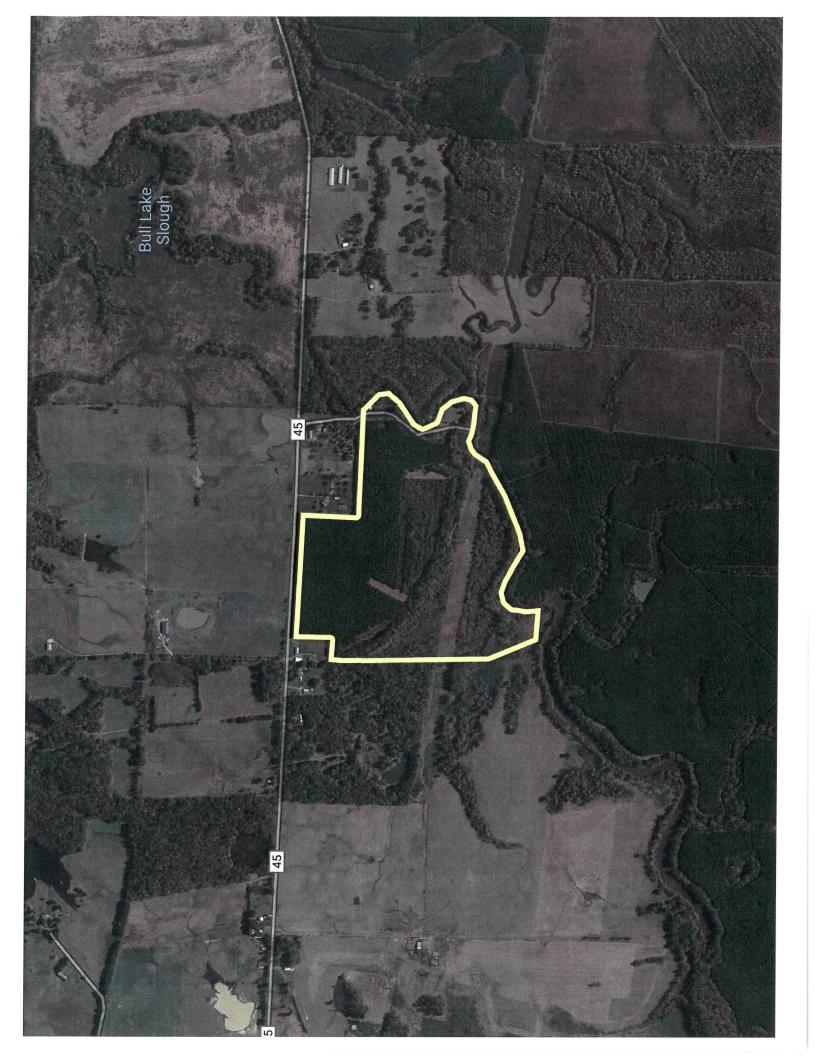
The information in this packet is believed to be accurate and from reliable sources, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. All references to age, square footage, income, taxes, aerials, plats, surveys and expenses, but not limited to, 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.

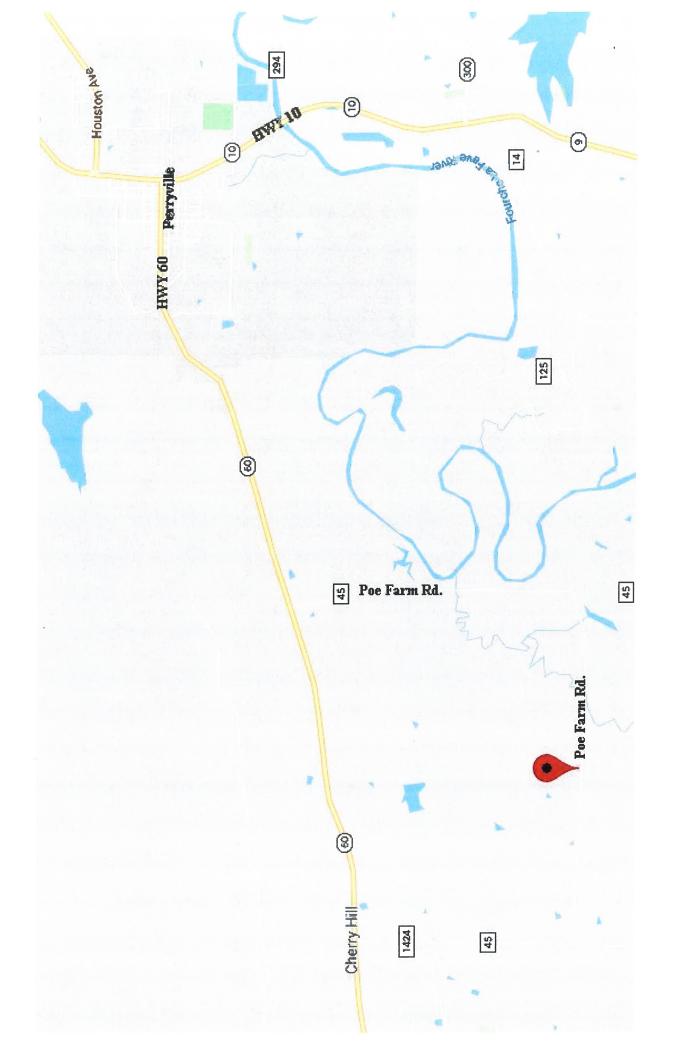
EXHIBIT "A"

Being a part of the NW 1/4 of Section 30, T4N, R17W, and a part of the E 1/2 of the NE 1/2 of Section 25, T4N, R18W, 5th P. M., Perry County, Arkansas, being more particularly described as follows: Commencing at the northwest corner of the NE 1/2 NE 1/2 of Section 25, T4N, R18W; thence south 89 degrees 03 minutes 49 seconds east 231.43 feet along the north line of the E ½ NE ¼ to the point of beginning; thence continue south 89 degrees 03 minutes 49 seconds east, 1064.65 feet along the north line of the E ½ NE ½ to the northeast corner of section 25; thence south 01degree 22 minutes 07 seconds west, 33 feet to the northwest corner of section 30 T4N, R17W; thence south 89 degrees 03 minutes 49 seconds east, 143.36 feet along the north line of the northwest 1/4 of section 30; thence south 1 degree 47 minutes 56 seconds 552.79 feet to a found 5/8 inch rebar; thence south 89 degrees 03 minutes 49 seconds east, 1040.14 feet to the center line of slough; thence southerly along the centerline of slough the following bearings and distances; thence south 31 degrees 33 minutes 16 seconds east, 227.96 feet; thence south 4 degrees 42 minutes 35 seconds west; 128.26 feet; thence south 44 degrees 28 minutes 37 seconds west, 198.01 feet; thence south 56 degrees 59 minutes 09 seconds west, 177.76 feet; thence south 15 degrees 06 minuets 27 seconds west, 70.28 feet; thence south 29 degrees 21 minutes 06 seconds east, 105.41 feet; thence south 68 degrees 43 minutes 31 seconds east, 163.28feet; thence south 28 degrees 54 minutes 40 seconds east 214.67 feet; thence south 13 degrees 48 minutes 11 seconds west, 202.31 feet; thence leaving the slough, north 78 degrees 48 minutes 43 seconds west, 390.24 feet along a branch to a point in bull lake; thence westerly along the centerline of Bull Lake the following bearings and distances; south 47degrees 07 minutes 19 seconds west 212.91 feet; thence south 60 degrees 54 minutes 47 seconds west, 505.30 feet; thence south 77degrees 23 minutes 11 seconds west, 347.07 feet; thence north 74 degrees 01minutes 17 seconds west, 472.14feet; thence south 80 degrees 46 minutes 19 seconds west, 189.11 feet; thence south 14 degrees 54 minutes 59 seconds west, 113.78 feet; thence north 81 degrees 59 minutes 25 seconds west, 246.73 feet; thence north 39 degrees 15 minutes 39 seconds west, 493.98 feet to a point in lake; thence north 0 degrees 37 minutes 47 seconds east 1397.41 feet along a fence line to a found 5/8 inch rebar; thence south 88 degrees 26 minutes 00 seconds east, 231.44 feet to a found 5/8 inch rebar; thence north 1 degree 08 minutes 88 seconds east, 378.97 feet to the point of beginning, less and except a part of the NW 1/4 of the NW 1/4 of section 30, T4N, R17W, Perry County, Arkansas, and being more particularly described as follows; commence at the northwest corner of said E 1/2 of NE 1/4 section 25 T4N R18W; thence south 88 degrees 26 minutes 00 seconds east, 1358,68 feet to the point of beginning; thence continue south 88 degrees 26 minutes 00 seconds east, 273.45 feet ;thence south 01 degree 34 minutes 00 seconds west, 557.55 feet; thence north 88 degrees 26 minutes 00 seconds west 273.45 feet thence north 1 degree 34 minutes 00 seconds east 557.55 feet to the point of beginning. Subject to a 40 foot easement being 20 feet each side of a centerline described as follows: A part of the E ½ NE ¼ of Section 25, T4N, R18W, and being more particularly described as follows: Commence at the northwest corner of said E 1/2 NE 1/4; thence south 88 degrees 26 minutes 00 seconds east 2185.98 feet to the point of beginning; thence south 7 degrees 27 minutes 50 seconds east 484.92 feet; thence south 0 degrees 15 minutes 25 seconds west 450.48 feet; thence south 33 degrees 42 minutes 05 seconds west 233,50 feet; thence south 10 degrees 09 minutes 05 seconds east 408.46 feet; thence south 10 degrees 56 minutes 30 seconds west 112.79 feet to the point of termination of said easement.



LEGEND Found Monument as labeled DESCRIPTION (INGRESS/EGRESS EASEMENT) Set No. 4 Rebar with surveyor's id cap (rls #1430) An easement for the purposes for ingress/egress being 40' wide (20' both sides of the described centerline and following an existing road/drive that has been in use for a period of more than 7 years) and being a part of the NW ½ Section 30, T-4-N, R-17-W, Perry County, Arkansas. More particularly described as: COMMENCING at the NW Corner of said NW ½; thence N 01*22'07" E 18.91; thence S 88*28'00" E 889.93' to the POINT OF BEGINNING of said 40' POB Point of Beginning Line not to scale (NTS) ingress/egress easement; thence along the centerline of an existing road the following bearings and distances: S 07°27′50″ E 484.92′; S 00°15′28″ W 81.97′ more or less to the property owned by HPT Farms, LLC and the POINT OF TERMINATION of said 40′ ingress/egress easement. Subject to any easements that are of record or physically in place. NOTE: This line taken from a "sche SCALE 1" = 300 NO FIELDWORK PERFORMED FOR THIS PROJECT description furnished to me by Greg Pillow. The description of this easement had been added to NE Corner Section 25, T-4-N, R-18-W, Perry the description that King had written on his survey.
It does not appear that it is on the same basis of bearings. NW Comer NE 1/2 NE 1/2 right of way is "approximate" County, Arkansas KING SURVEY] finformation taken from the Perry County, Arkansas King survey] [KING SURVEY] Poe Farm Road △ \$89'03'49" E POBEASEMEN NW Comer Section 30. T-4-N, R-17-W, Perry County, Arkansas IKING SURVEY S 88°26'00' 231.44 40' ingress/egress easement (nev description) \$ 00°15'25" W 81,97' S 89°03'49" E POINT OF TERMINATION Line referred to in the ingress/egress description OF EASEMENT NO FIELDWORK PERFORMED FOR THIS PROJECT N 81°59'25" W 246.73' For use and benefit of: Greg Pillow BASIS OF BEARINGS: Line shown labeled "basis of bearings" Address of Property: Poe Farm Road Date of Drawing: 4-25-2014 Scale 1" = 300' SURVEYOR'S BASIS OF ACCEPTANCE: NO FIELDWORK FOR THIS PROJECT. DESCRIPTION (RECORD)
SEE PREVIOUS SURVEY BY BILLY KING NO FIELDWORK FOR THIS PROJECT FLOOD STATEMENT: FLOOD HAZARD AREA WAS NOT DETERMINED FOR THIS PROPERTY HATEOF TATE OF OF AUTOMOTION OF AUTOMOTION OF AUTOMOTION OF ARKANSAS **GENERAL NOTES:** ents are as shown. (NONE WERE LOCATED) Initiative them as a sale as shown, (NONE WERE DOWN)
 Encreachments, if any, are as shown, (AS SHOWN)
 Utilities were located from above ground evidence only,
 (NONE LOCATED)
 THE PURPOSE OF THIS DRAWING IS TO SHOW HOW NOITAL B SIGNATURE SON THE INGRESS/EGRESS EASEMENT (ATTACHED TO SCHEDULE A) EXISTS IN RELATION TO THE PREVIOUS SURVEY BY BILLY KING. CALL BEFORE YOU DIG: Arkansas One Call
Arkansas One Call is the state-wide call before you dig center.
If you need to dig, drill, or do any type of excevation, simply give us a call at 1
(800) 482-8998 or simply 811 and speak with one of our professional customer
service representatives. AOC takes cells 24/7, making a CSR available to you
when you need one. To ensure your after hours emergencies are handed as
cuickly as possible, please call in your normal locate requests between the hours
of 6 am and 5 cm. ARKANSAS HAN **ARKANSAS LAND SURVEYING** 1300 Tony Circle Conway, Arkansas 72034 STATE CODE: 500-04N-17W-0-30-400-53-1430 STATE CODE: 500-04N-18W-0-25-100-53-1430 FILENAME: PILLOW 2014.dwg printed: 4-25-2014 color bit 501-450-8587 cf 6 am and 6 pm bart@conwaycorp.ne





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 administrated 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, HOME BUILDERS & TIMBER INVESTORS!

97+/- Contiguous Acres in Perryville w/County Road Frontage on Poe Farm Road ~ Located just 5 Miles West of HWY 10 Along Bull Creek Lake ~ Live Online Bidding Available ~ SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!

97+/- ACRE PERRY COUNTY ABSOLUTE AUCTION

TUESDAY ~ MARCH 26, 2019 ~ 3:00 P.M. POE FARM ROAD ~ PERRYVILLE, AR

<u>DIRECTIONS:</u> From the Junction of HWY 10 & HWY 60 in Perryville, Travel West on HWY 60 Approx. 2.5 Mi. ~ Turn Left onto Poe Farm Rd. & Travel Approx. 2.3 Mi. ~ Watch for Auction Signs & Property on the Left ~ *Property can also be Accessed from Cherry Hill Loop Rd.

REAL ESTATE DESCRIPTION: 97+/- Acre Sportsman's Paradise Conveniently Located 30 Minutes from Conway, Little Rock & Morrilton! ~ This Beautiful Farm has been Managed for the Last 14 Years for Wildlife Habitat ~ Property Features 1,200+/- Ft. of Poe Farm Road Frontage w/Additional Gated Entrance Easement ~ 40+/- Acres of 13-Year-Old Loblolly Pines Ready for First Cut ~ 3/4 Mile of Bull Lake & Bull Lake Slough Surrounds the Property on 2 Sides & Includes Several Oxbows for Great Fishing Year-round & Seasonal Duck Hunting ~ Multiple Large Food Plots ~ 14+/- Acres in CRP-22 Includes Hardwoods & will Pay Yearly Until Enrollment Ends in 2022 ~ Large Hardwoods Create Great Deer Travel Corridors Along the Water ~ Established Road/Trail System ~ Deer, Turkey, Duck & Small Game Hunting! ~ Several Areas Level & Cleared for Future Cabin/Home Sites ~ 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.

<u>AUCTIONEER'S NOTE:</u> Pieces of land like this do not come available often! Much work has been done during the years to make it a great hunting getaway, but could also be great for future home sites, cabins, or multiple homes along Poe Farm Road! The convenience of this farm to Conway, Little Rock, and Morrilton will make it hard to pass up! Remember, this farm will sell regardless of price on auction day! Any offers before auction day are welcome; please contact agent, Peter Guerin for more information.

TERMS ON REAL ESTATE: \$25,000.00 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.

<u>INSPECTION:</u> Property can be Inspected Anytime by Appointment ~ Contact Agent, *Peter Guerin at 501-733-6795/* <u>peter@wilsonauctioneers.com</u> for Additional Information ~ Auctioneers will be On-site at 2:00 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