

ABSOLUTE MOUNTAIN RANCH DEVELOPMENT LAND AUCTION

**Tuesday
December 12, 2017
10:00 A.M.**

**PROPERTY LOCATION:
N. Mtn. Ranch Rd.
Fayetteville, AR 72704**

**AUCTION LOCATION:
Hilton Garden Inn
1325 N. Palak Dr.
Fayetteville, AR**

- 260± Acres in the Heart of Fayetteville, Arkansas
- MOUNTAIN RANCH • All City Utilities • Interstate 49 Visibility
- Frontage on N. Shiloh Dr., Old Farmington Rd. & W. Persimmon St.
- Near Neighborhoods, Restaurants, Shopping Centers & University of Arkansas Campus
- Offered in Tracts & Combinations
- Selling Regardless of Price to the Highest Bidder!



November 7, 2017

Dear Prospective Buyer:

This 260+/- acre tract is one of the largest remaining tracts in the Fayetteville city limits and has endless potential, with Tracts 1, 2 and 3 being platted and ready to be developed commercial tracts, and Tracts 4, 5, 6 and 7 comprising of 218+/- acres of unrestricted acres.

Tract 1 has 11.77+/- acres zoned C2, being Lot 34 of Mountain Ranch Subdivision Phase 2A, bordered on the north by W. Persimmon Street, on the south by W. Technology Way and the east by N. Shiloh Drive (frontage road for I-49). Included in the sale is a 4.17+/- acre water retention feature, Lot 37 of Phase 2A (15.94+/- gross acres).

Tract 2 has 2.64+/- acres zoned C2, being Lot 41 of Mountain Ranch Subdivision Phase 2A, bordered on the north by W. Technology Way.

Tract 3 has 10.37+/- acres zoned C2, being Lot 33 of Mountain Ranch Subdivision Phase 2A, bordered on the east by N. Shiloh Drive, and on the north by Delta Group Electronics. Included in the sale is a 4.32+/- acre water retention feature, being Lot 38 of Phase 2A (14.69+/- gross acres).

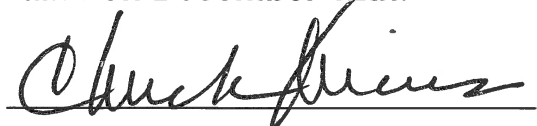
Tract 4 has 84+/- total acres with 5+/- acres zoned RMF12, 8.82+/- acres zoned C1, 52+/- acres zoned RSF2, and the remaining 18+/- acres is zoned RSF4. This acreage has frontage on North Mountain Ranch Road.

Tract 5 has 49.34+/- total acres consisting of two parcels being 39.34+/- acres and 10+/- acres, zoned RSF2 and RSF4. This acreage has access from a 60-foot wide easement from Old Farmington Road.

Tract 6 has 22+/- total acres consisting of three parcels being 16.67+/- acres, 4+/- acres, and 1.33+/- acres, all zoned RSF2. This acreage has 375+/- feet of frontage on Old Farmington Road.

Tract 7 has 73.03+/- total acres consisting of two parcels, one is 40+/- acres, and the other is 33.03+/- acres, all zoned RSF2. This acreage has 814+/- feet of Frontage on Old Farmington Road.

If you have further questions after reviewing this information packet please don't hesitate to call me, **Chuck Dicus**, at (501) 920-7511. We look forward to working with you on auction day at the **(Hilton Garden Inn) 1325 N. Palak Drive in Fayetteville, Arkansas at 10:00 a.m. on December 12th.**



Chuck Dicus, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTIONS: See Attachment

TERMS AND CONDITIONS: **(TRACT 1) \$100,000.00 ~ (TRACTS 3, 4, 5 or 7) \$50,000.00 (Each) ~ (TRACTS 2 or 6) \$25,000.00 (Each)**, All in the Form of a Cashier's Check **(NO EXCEPTIONS)** Down Day of Auction ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Special Warranty Deed Provided at Closing ~ 10% Buyer's Premium ~
Offers Prior to Auction are Welcome!

CLOSING COMPANY: First National Title Company ~ Closing Agent: David Harrison ~ 1420 E. Augustine Lane #1, Fayetteville, Arkansas 72703 ~ (479) 695-6100 ~ Fax/582-8736.

GENERAL INFORMATION: This 260+/- Acre Tract is One of the Largest Remaining Tracts in the Fayetteville City Limits & has Endless Potential, w/Tracts 1, 2 & 3 being Platted, Ready to be Developed Commercial Tracts & Tracts 4, 5, 6 & 7 Comprising of 218+/- Acres of Unrestricted Acres ~ **(TRACT 1) 11.77+/- Acres** Zoned C2, being Lot 34 of Mountain Ranch Subd. Phase 2A, Bordered on the North by W. Persimmon St., on the South by W. Technology Way & on the East by N. Shiloh Dr. (Frontage Road for I-49) ~ Included in the Sale is a 4.17+/- AC Water Retention Feature, Lot 37 of Phase 2A (15.94+/- Gross AC) ~ **(TRACT 2) 2.64+/- Acres** Zoned C2, being Lot 41 of Mountain Ranch Subd. Phase 2A, Bordered on the North by W. Technology Way ~ **(TRACT 3) 10.37+/- Acres** Zoned C2, being Lot 33 of Mountain Ranch Subd. Phase 2A, Bordered on the East by N. Shiloh Dr. & on the North by Delta Group Electronics ~ Included in the Sale is a 4.32+/- AC Water Retention Feature, being Lot 38 of Phase 2A (14.69+/- Gross AC) ~ **(TRACT 4) 84+/- Total Acres** w/ 5+/- AC Zoned RMF12, 8.82+/- AC Zoned C1, 52+/- AC Zoned RSF2 & the Remaining 18+/- AC is Zoned RSF4 ~ Frontage on North Mountain Ranch Rd. ~ **(TRACT 5) 49.34+/- Total Acres** Consisting of Two Parcels being 39.34+/- AC & 10+/- AC, Zoned RSF2 & RSF4 ~ Access from 60 Ft. Wide Easement from Old Farmington Rd. ~ **(TRACT 6) 22+/- Total Acres** Consisting of Three Parcels being 16.67+/- AC, 4+/- AC & 1.33+/- AC, All Zoned RSF2 ~ 375+/- Ft. of Frontage on Old Farmington Rd. ~ **(TRACT 7) 73.03+/- Total Acres** Consisting of Two Parcels, One is 40+/- AC & the Other is 33.03+/- AC, All Zoned RSF2 ~ 814+/- Ft. of Frontage on Old Farmington Rd.

REAL ESTATE TAXES FOR YEAR 2016:

| | | |
|------------------------------|-----------------------------|---------------------------|
| (TRACT 1) \$11,137.26 | (TRACT 4) \$141.39 | (TRACT 7) \$630.24 |
| (TRACT 2) \$4,253.02 | (TRACT 5) \$2,112.97 | |
| (TRACT 3) \$10,081.33 | (TRACT 6) \$25.35 | |

SCHOOL DISTRICT: Fayetteville

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.

LEGAL DESCRIPTION: (TRACT 1)

Lot 34 of Mountain Ranch Subdivision Phase 2-A in Fayetteville, Arkansas, as per plat of said subdivision file #023A-00000361 recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LEGAL DESCRIPTION: (TRACT 1A)

Lot 37 of Mountain Ranch Subdivision Phase 2-A in Fayetteville, Arkansas, as per plat of said subdivision file #023A-00000361 recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LEGAL DESCRIPTION: (TRACT 2)

Lot 41 of Mountain Ranch Subdivision Phase 2-A in Fayetteville, Arkansas, as per plat of said subdivision file #023A-00000361 recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LEGAL DESCRIPTION: (TRACT 3)

Lot 33 of Mountain Ranch Subdivision Phase 2-A in Fayetteville, Arkansas, as per plat of said subdivision file #023A-00000361 recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LEGAL DESCRIPTION: (TRACT 3A)

Lot 38 of Mountain Ranch Subdivision Phase 2-A in Fayetteville, Arkansas, as per plat of said subdivision file #023A-00000361 recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LEGAL DESCRIPTION: (TRACT 4)

A part of the NW1/4 of Section 18 and all of the NE1/4 of the SW1/4 of Section 18, T16N, R30W in Washington County, Arkansas, and being described as follows: Beginning at the SE Corner of said NE1/4, SW1/4, said point being the POINT OF BEGINNING, thence N86°17'21"W 1,287.93 feet, thence N02°27'35"E 1,322.47 feet, thence N87°56'12"W 328.51 feet, thence N02°03'48"E 902.75 feet, thence N36°46'45"E 416.81 feet, thence N51°14'06"W 19.39 feet, thence N23°37'01"E 313.74 feet, thence N66°22'59"W 80.09 feet, thence along a curve to the right 64.16 feet, said curve having a radius of 40.00 feet and a chord bearing and distance of N20°26'06"W 57.50 feet, thence along a curve to the right 116.37 feet said curve having a radius of 475.00 feet and a chord bearing and distance of N32°31'53"E 116.08 feet, thence S66°22'59"E 124.55 feet, thence along a curve to the right 1,347.16 feet, said curve having a radius of 1,275.00 feet and a chord bearing and distance of S36°06'50"E 1,285.36 feet, thence N84°09'20"E 430.06 feet, thence S02°57'58"W 772.98 feet, thence S02°47'31"W 1,321.02 feet to the POINT OF BEGINNING: Containing 84.0205 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (TRACT 5)

All of the SE1/4 of the SW1/4 and a part of the SW1/4 of the SE1/4 of Section 18, T16N, R30W in Washington County, Arkansas, and being described as follows: Beginning at the NE Corner of said SE1/4, SW1/4, said point being the POINT OF BEGINNING, thence S86°56'08"E 330.00 feet, thence S02°49'40"W 1,320.42 feet, thence N87°24'11"W 330.00 feet, thence N87°10'43"W 1,257.55 feet, thence N87°16'29"W 65.41 feet, thence N02°44'21"E 1,342.93 feet, thence S87°36'29"E 37.26 feet, thence S86°17'21"E 1,287.93 feet to the POINT OF BEGINNING: Containing 50.5411 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (TRACT 6)

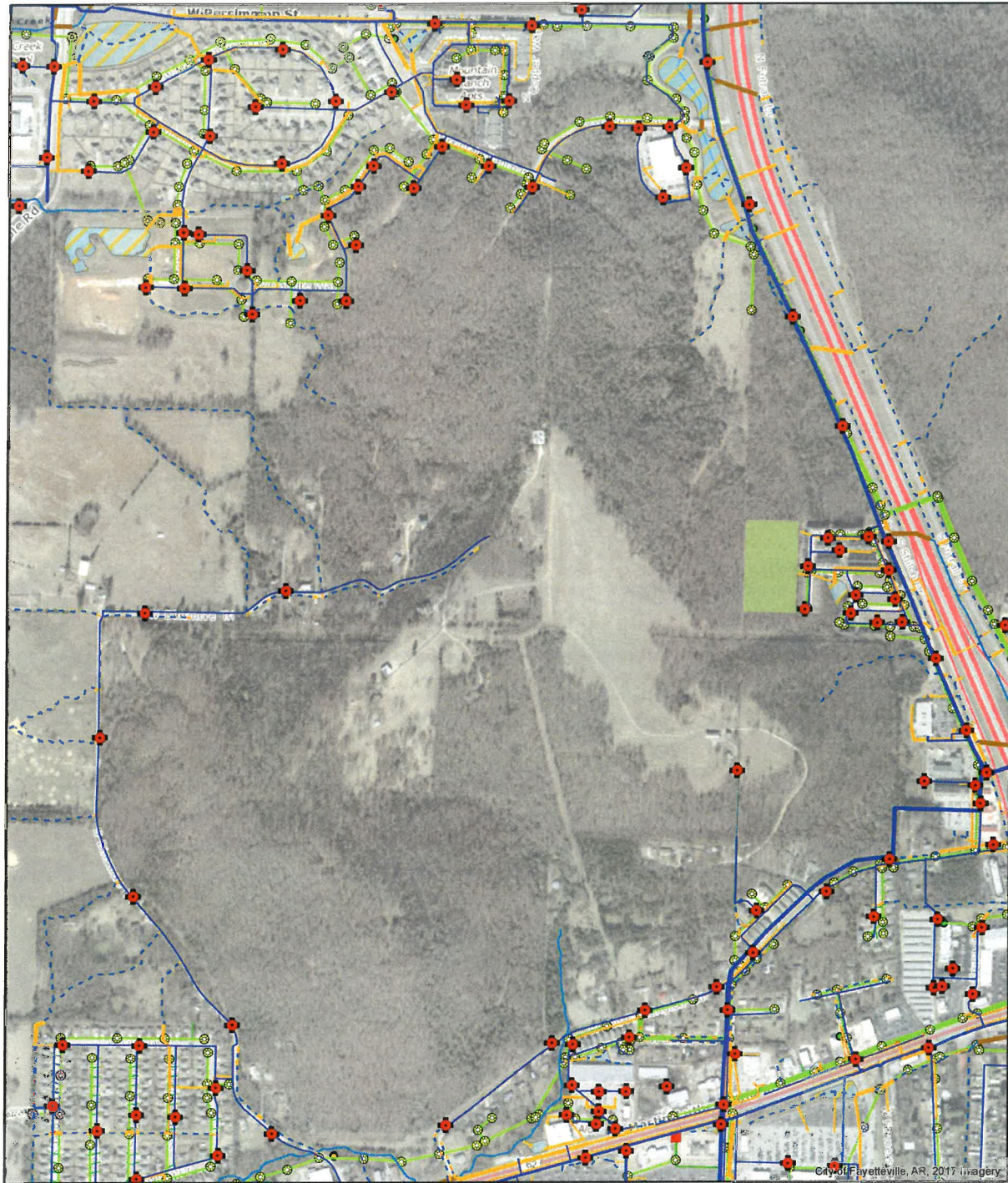
A part of the SW1/4 of the SE1/4 of Section 18, and a part of the NW1/4 of the NE1/4 of Section 19 all in T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said SW1/4, SE1/4, thence S86°56'08"E 330.00 feet to the POINT OF BEGINNING; thence S86°56'08"E 546.47 feet, thence S17°15'02"E 351.25 feet, thence S00°04'03"E 744.83 feet, thence S00°38'13"W 241.10 feet, thence S03°55'45"W 86.34 feet, thence S81°24'54"W 176.54 feet, thence S72°24'21"W 128.62 feet, thence S61°55'37"W 77.62 feet, thence N02°44'25"E 203.96 feet, thence N87°24'11"W 351.74 feet, thence N02°49'40"E 1,320.42 feet to the POINT OF BEGINNING: Containing 21.3639 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (TRACT 7)

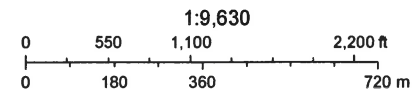
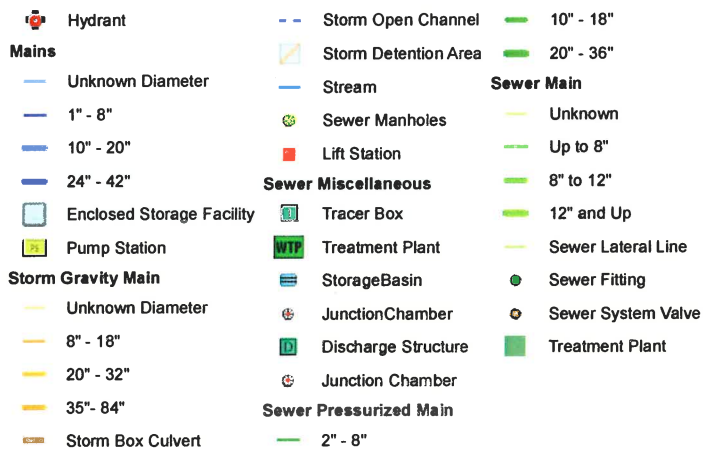
A part of the Fractional NW1/4 of Section 19, T16N, R30W in Washington County, Arkansas, and being described as follows: Beginning at the NE Corner of said Fractional NW1/4, said point being the POINT OF BEGINNING, thence S87°10'08"E 65.39 feet, thence S02°23'23"W 1,452.13 feet, thence S54°11'43"W 67.19 feet, thence S52°36'01"W 442.08 feet, thence S54°18'57"W 305.08 feet, thence S81°32'45"W 8.56 feet, thence N02°09'19"W 294.74 feet, thence N89°34'10"W 214.65 feet, thence S01°56'49"W 331.56 feet, thence S81°32'45"W 28.18 feet, thence N88°56'16"W 367.34 feet, thence N01°56'53"E 718.48 feet, thence N86°28'58"W 658.72 feet, thence N02°15'53"E 1,309.63 feet, thence S87°08'30"E 1,872.97 feet to the POINT OF BEGINNING: Containing 72.9341 acres more or less subject to easements and right of way of record as per survey by Crafton, Tull & Associates, Inc. for Terminella Inc. file #2004-00040260.



Fayetteville, AR

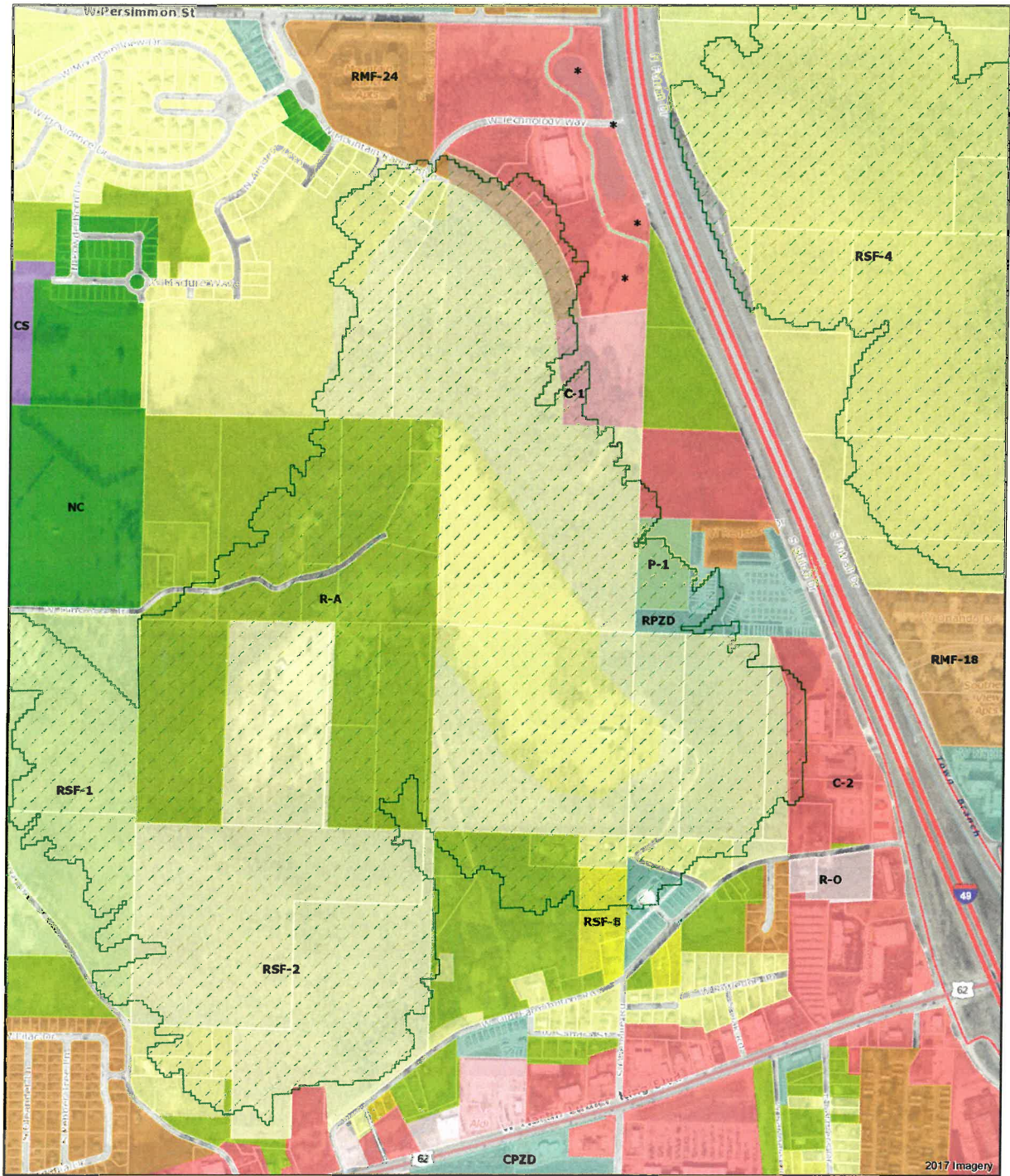


November 7, 2017



The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Fayetteville, AR

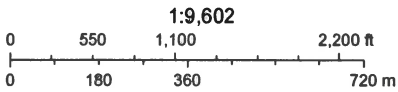


November 7, 2017

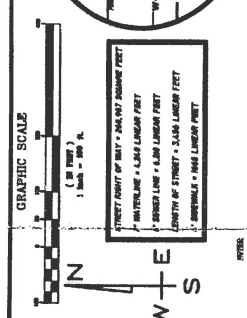
- Hillside/Hilltop Overlay District
- Planning Area
- Master Plan Area

Zoning

- | | | |
|--------|--------|--------|
| R-A | RMF-6 | MSC |
| RSF-5 | RMF-12 | DG |
| RSF-1 | RMF-18 | CS |
| RSF-2 | RMF-24 | NS-L |
| RSF-4 | RMF-40 | NS-G |
| RSF-7 | I-1 | NC |
| RSF-8 | I-2 | PZD |
| RSF-18 | E-1 | P-1 |
| RI-12 | R-O | Parcel |
| RI-U | C-1 | |
| | C-2 | |
| | C-3 | |
| | DC | |
| | UT | |



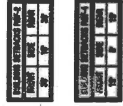
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File Copy
Revised from FD-302C
FBI - Memphis Branch E-A

| | |
|--------|-------------|
| REF-4 | 1-4 |
| REF-2 | 9-30 |
| G-1 | 31 |
| REF-22 | 32 |
| C-2 | 33,34,40,41 |







BEARINGS ARE BASED ON THE
ARKANSAS STATE PLANE
COORDINATE SYSTEM.

- LEGEND**
- PROPERTY LINE
 - SECTION BREAKING LINES
 - RIGHT-OF-WAY LINE
 - CENTERLINE ROAD
 - WIRE FENCE LINE
 - FOUND STONE
 - FOUND IRON PIN OR PIPE
 - FOUND RAILROAD SPIKE
 - FOUND MAG NAIL
 - FOUND ALUMINUM MONUMENT
 - SET IRON PIN W/ PLASTIC CAP
 - FENCE CORNER POST

SURVEY DESCRIPTION:

The SE 1/4 of the Fractional SW 1/4 of Section 18, a part of the SW 1/4 of the SE 1/4 of Section 18, and a part of the NW 1/4 of the NE 1/4 of Section 18, all of Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Beginning at the Northwest corner of the SE 1/4 of the Fractional SW 1/4 of said Section 18, thence S 87°50'00"E 85.85 feet; thence S 88°18'38"E 128.25 feet to the Northwest corner of said SW 1/4 of the SE 1/4; thence S 65°34'22"E 876.88 feet; thence S 17°15'15"E 333.32 feet; thence S 02°02'42"E 744.59 feet; thence S 01°05'57"W 248.87 feet; thence S 02°38'12"W 111.28 feet to the centerline of Old Farmington Road, thence along said centerline, S 87°29'27"W 189.59 feet; thence S 72°24'26"W 124.37 feet; thence S 81°42'35"W 90.38 feet; thence S 87°23'45"W 651.69 feet; thence S 87°10'08"W 132.24 feet to the Southwest corner of said SE 1/4 of the Fractional SW 1/4; thence S 02°47'01"E 1362.40 feet to the Point of Beginning, containing 72.11 acres, more or less. Subject to the right-of-way of Old Farmington Road along the Southeast corner thereof and any other easements and/or rights-of-way of record or fact.

Together with a roadway easement 60 feet in width, being 30 feet on each side of the following described centerline: A part of the NW 1/4 of the NE 1/4 of Section 18, Township 18 North, Range 30 West, beginning at a point of intersection of the centerline of Old Farmington Road and said 80' roadway easement which is S 02°44'43"W 333.54 feet and S 87°23'45"W 557.35 feet from the Northwest corner of said NW 1/4 of the NE 1/4; thence along the centerline of the roadway easement, N 63°18'45"W 226.04 feet; thence N 71°20'45"W 253.09 feet; thence N 42°21'48"W 57.40 feet; thence N 31°17'12"E 38.81 feet; thence N 57°37'12"E 81.71 feet; thence N 48°33'12"E 74.82 feet to the South line of the property being served.

FLOOD NOTE:

No portion of the property lies within "ZONE A" (Special Flood Hazard Areas Insured by 100-Year Flood) as shown on the FEMA Flood Insurance Rate Map Number 031430001 D. Map revised July 21, 1999.

GENERAL NOTES:

BUILDINGS, UTILITIES AND OTHER IMPROVEMENTS ARE NOT SHOWN. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH MAY AFFECT THE ACCURACY AND CURRENT TITLE. SEARCH MAY DISCLOSE.

© 2004 by Craighen, Tull & Associates, Inc.

| REVISIONS | |
|-----------|-------------|
| DATE | DESCRIPTION |
| | |
| | |
| | |

| | |
|---|--------------------------|
| PLAT OF SURVEY PART OF THE SOUTH 1/2 OF SECTION 18-16-30 Prepared For TERMINELLA, INC. WASHINGTON COUNTY, ARKANSAS | |
| Craighen, Tull & Associates, Inc. 2004 State of Arkansas Professional Land Surveyor License No. 0000000000 2004 State of Arkansas Professional Land Surveyor License No. 0000000000 | |
| DATE 08/13/04 | PROJECT NO. 041053-00 |
| DRAWN LGD | CHECKED AGH |

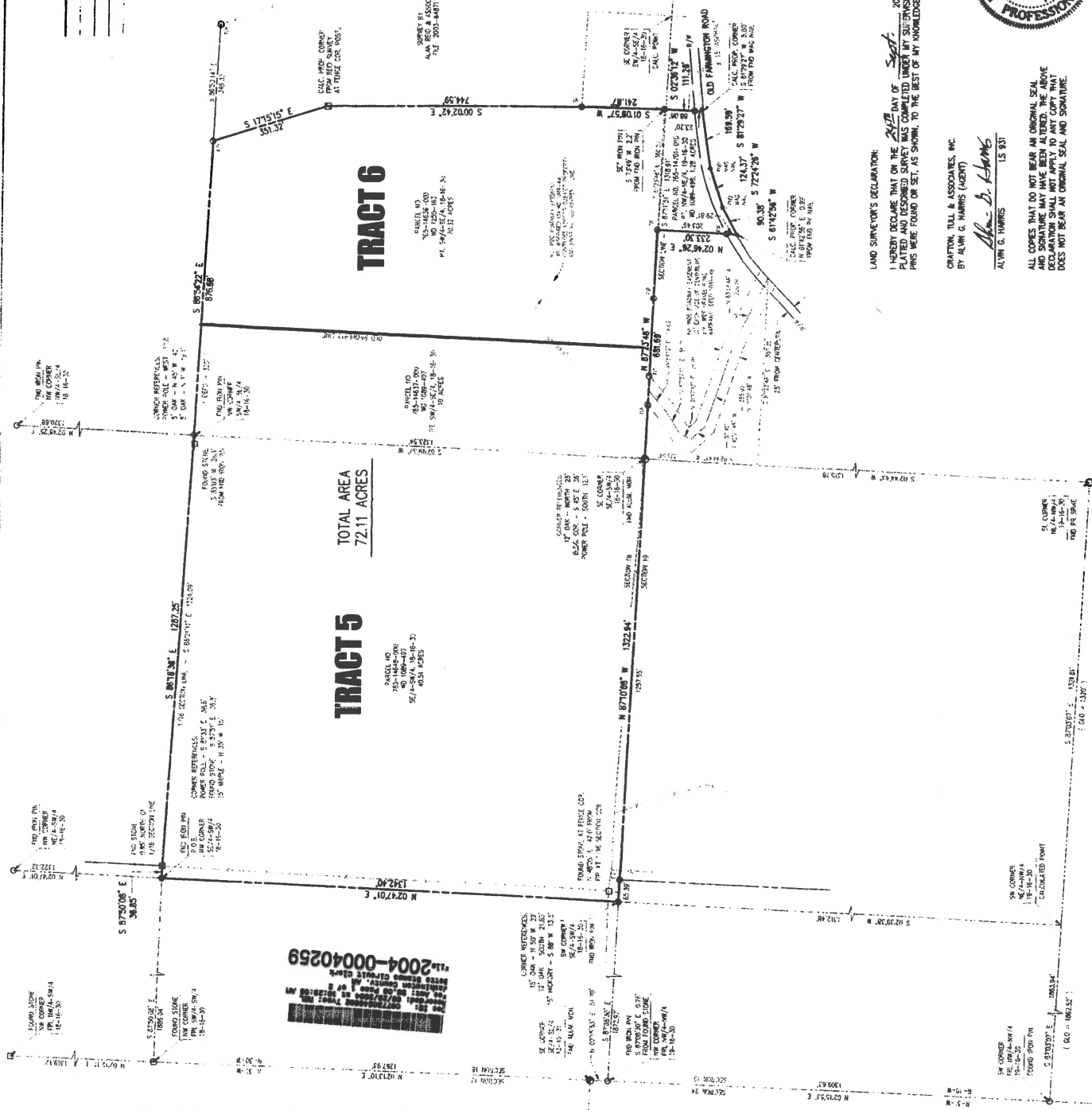


LAND SURVEYOR'S DECLARATION:
I HEREBY DECLARE THAT ON THE 29th DAY OF Sept. 2004 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND ON SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAIGHEN, TULL & ASSOCIATES, INC.
BY ALVIN G. HARRIS (AGENT)
Alvin G. Harris
ALVIN G. HARRIS 13 931

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALIENED. THE ABOVE DOCUMENT IS THE ORIGINAL OF THIS SURVEY. IT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

PLAT CODE: 500-16N-30W-0-18-320-72-0831





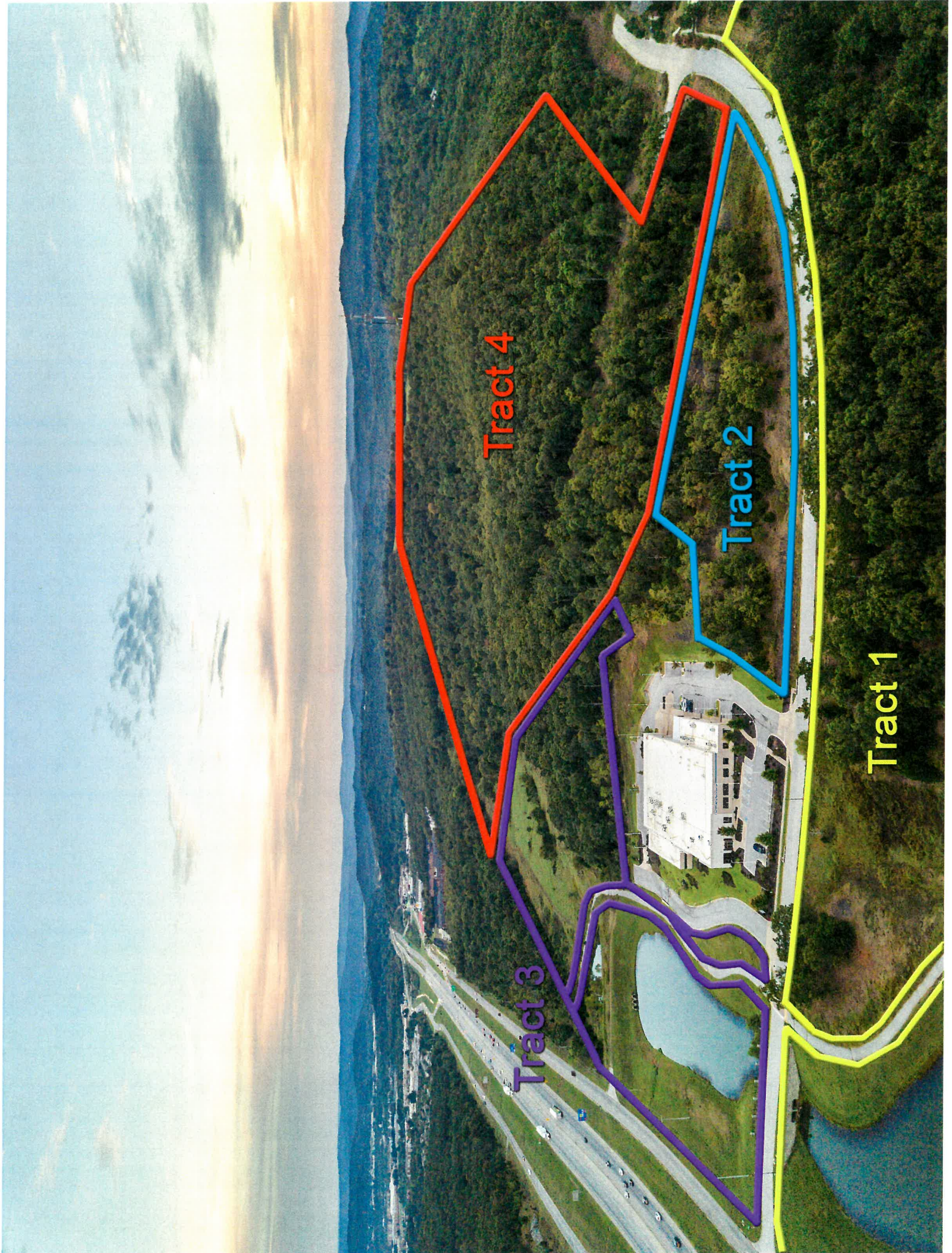


Tract 1

Tract 2

Tract 4

Tract 3



Tract 1

Tract 2

Tract 3

Tract 4

Tract 4

Tract 5



Tract 7

Tract 5

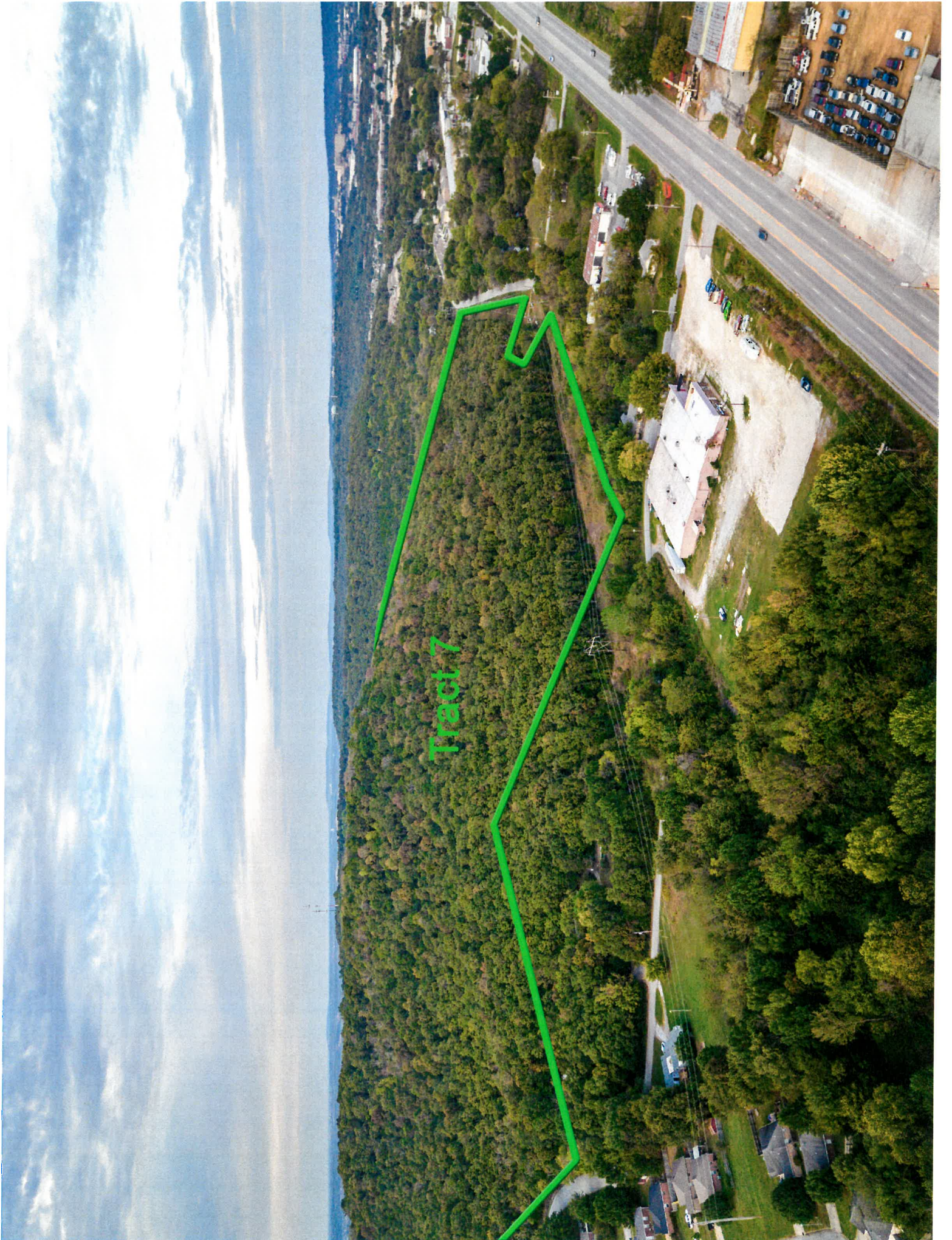
Tract 4

Tract 6









64

Hilton Garden Inn

Woodway Apartments

W Dorothy Jeanne St

N Shiloh Dr

Holiday Inn Express &
Suites Fayetteville...
\$89

Cornerstone Apartments

N Futrell Dr

112

N. Palak Dr.

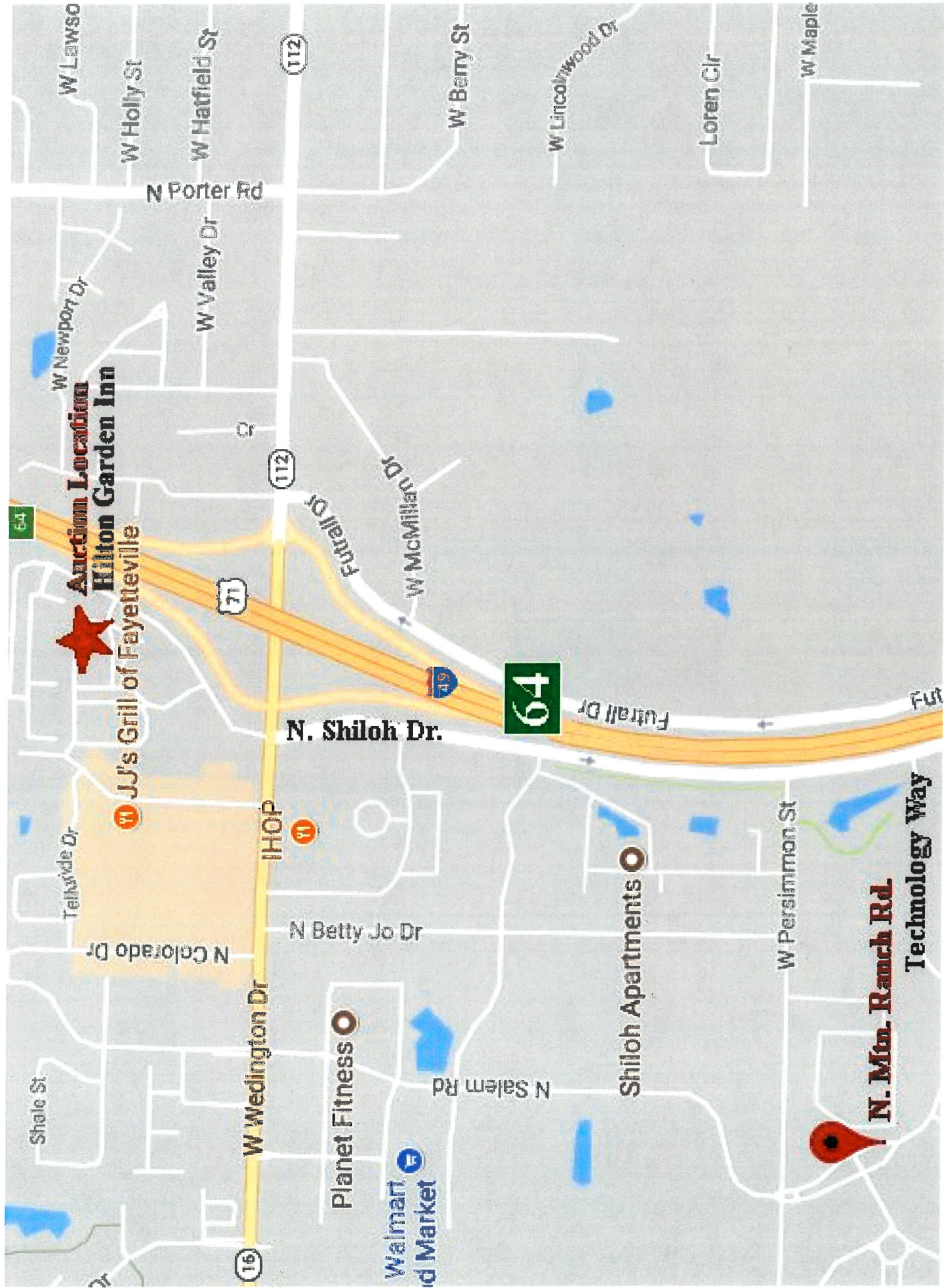
McDonald's

N. Shiloh Drive

W. Wedington Dr.

N Shiloh





Auction Location
Hilton Garden Inn

JJ's Grill of Fayetteville

IHOP

N. Shiloh Dr.

Planet Fitness

**Walmart
Supercenter**

Shiloh Apartments

N. Mtn. Ranch Rd.

Technology Way

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.

Multi-Par Auction Method

The Multi-Parcel (multi-par) auction method allows the buyer to maintain control of any tracts or parcel throughout the auction, regardless of the combination of the tracts.

With the multi-par you select the lots you wish to purchase and bid on them, first by the acre and then in whole dollars.

After a per acre price has been established by individual tracts, for the entire acreage, any bidder may add to the total amount bid on any tracts in the preset dollar amount established at the beginning of the auction or as new bids are posted.

If no advance of bid is made within a specified time frame, then the lots will be announced closed.

Advantage of the Multi-Par Method

- No one is knocked out of bidding at any time. In phase II, you may bid on any tract or combination of tracts.
- You may combine any or all tracts in any grouping throughout phase II of the auction as well post new bids on any single tract bid or combination bids already posted.
- At any time you can look at the lots displayed on large boards and see the high bid and whether you have control of that tract. The High Bidders will have a star (*) beside their winning bid or combination.
- Since everyone who is participating in the auction event can choose which property they want to buy and the price is set by the bidder, everyone has the same opportunity to buy regardless of the other bidder's possible wealth or bidding strength.

Helpful bidding tips

- Bid on only the tracts or items that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts or none at all then bid when combination of tracts are permitted. Remember, any bid posted is considered active and could be back in winning position at any time during the auction.
- Don't wait to bid at the end... prices don't go down. Waiting only invites more people to jump in at the last moment. Remember, it is better to defend your position than to take it from someone else.
- Prior to the auction determine your buying strategy. Determine what you want to buy and how much you can spend. Use the auction floor staff to help you with the math during the auction event.

ATTENTION: REAL ESTATE DEVELOPERS, HOME BUILDERS & INVESTORS!

260+/- Acres in the Heart of Fayetteville, Arkansas ~ MOUNTAIN RANCH ~ All City Utilities ~ Interstate 49 Visibility ~ Frontage on N. Shiloh Dr., Old Farmington Rd. & W. Persimmon St. ~ Near Neighborhoods, Restaurants, Shopping Centers & University of Arkansas Campus ~
OFFERED IN TRACTS & COMBINATIONS ~ SELLING REGARDLESS OF PRICE!

ABSOLUTE MOUNTAIN RANCH DEVELOPMENT LAND AUCTION

TUESDAY ~ DECEMBER 12, 2017 ~ 10:00 A.M.

PROPERTY LOCATION: N. MTN. RANCH RD., FAYETTEVILLE, AR 72704

AUCTION LOCATION: HILTON GARDEN INN, 1325 N. PALAK DR., FAYETTEVILLE, AR

DIRECTIONS TO AUCTION LOCATION: From Interstate 49, take Exit 64 (W. Wedington Dr.) & Travel West, Turn Right onto N. Shiloh Dr., then Turn Left onto N. Palak Dr. to Hilton Garden Inn.

DIRECTIONS TO PROPERTY: From Interstate 49, take Exit 64 (W. Wedington Dr.) & Turn South onto N. Shiloh Drive., Turn Right onto W. Persimmon Street for Tract 1, Turn Right onto Technology Way for Tracts 2, 3 or 4, & Turn Right onto Old Farmington Road for Tracts 5, 6 or 7 ~ Watch For Auction Signs on the West Side of Shiloh Drive.

REAL ESTATE DESCRIPTION: This 260+/- Acre Tract is One of the Largest Remaining Tracts in the Fayetteville City Limits & has Endless Potential, w/Tracts 1, 2 & 3 being Platted, Ready to be Developed Commercial Tracts & Tracts 4, 5, 6 & 7 Comprising of 218+/- Acres of Unrestricted Acres.

(TRACT 1) 11.77+/- Acres Zoned C2, being Lot 34 of Mountain Ranch Subd. Phase 2A, Bordered on the North by W. Persimmon St., on the South by W. Technology Way & on the East by N. Shiloh Dr. (Frontage Road for I-49) ~ Included in the Sale is a 4.17+/- AC Water Retention Feature, Lot 37 of Phase 2A (15.94+/- Gross AC).

(TRACT 2) 2.64+/- Acres Zoned C2, being Lot 41 of Mountain Ranch Subd. Phase 2A, Bordered on the North by W. Technology Way.

(TRACT 3) 10.37+/- Acres Zoned C2, being Lot 33 of Mountain Ranch Subd. Phase 2A, Bordered on the East by N. Shiloh Dr. & on the North by Delta Group Electronics ~ Included in the Sale is a 4.32+/- AC Water Retention Feature, being Lot 38 of Phase 2A (14.69+/- Gross AC).

(TRACT 4) 84+/- Total Acres w/ 5+/- AC Zoned RMF12, 8.82+/- AC Zoned C1, 52+/- AC Zoned RSF2 & the Remaining 18+/- AC is Zoned RSF4 ~ Frontage on North Mountain Ranch Rd.

(TRACT 5) 49.34+/- Total Acres Consisting of Two Parcels being 39.34+/- AC & 10+/- AC, Zoned RSF2 & RSF4 ~ Access from 60 Ft. Wide Easement from Old Farmington Rd.

(TRACT 6) 22+/- Total Acres Consisting of Three Parcels being 16.67+/- AC, 4+/- AC & 1.33+/- AC, All Zoned RSF2 ~ 375+/- Ft. of Frontage on Old Farmington Rd.

(TRACT 7) 73.03+/- Total Acres Consisting of Two Parcels, One is 40+/- AC & the Other is 33.03+/- AC, All Zoned RSF2 ~ 814+/- Ft. of Frontage on Old Farmington Rd. ~ **For Additional Information, Aerial, Survey, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.**

AUCTION DETAILS: This Auction will be Conducted using a Multi-Par Auction Method in (7) Tracts & Any Combination of Tracts ~ **Every Tract to be Sold Regardless of Price to the Highest Bidder on Auction Day!**

AUCTIONEER'S NOTE: Northwest Arkansas and Fayetteville enjoy a robust economy; low unemployment, a highly active housing market, quality private and public schools, major employers such as the University of Arkansas, JB Hunt Transport, Tyson Foods, Walmart, numerous hospitals, and retail centers. The quality of life in Fayetteville ranks near the top in most publications. Growth here is dynamic! Don't miss this tremendous investment opportunity to own an excellent, ready to go development property!

TERMS ON REAL ESTATE: (TRACT 1) \$100,000.00 ~ (TRACTS 3, 4, 5 or 7) \$50,000.00 (Each) ~ (TRACTS 2 or 6) \$25,000.00 (Each), All in the Form of a Cashier's Check (NO EXCEPTIONS) Down Day of Auction ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Special Warranty Deed Provided at Closing ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

INSPECTION: Inspect this Property Anytime or Contact Agent, **Chuck Dicus at 501-920-7511/ chuck@wilsonauctioneers.com for Additional Information ~ **Auctioneers will be at the Hilton Garden Inn at 8:00 a.m. Day of Auction.****

Announcements made day of sale take precedence over printed material.

WILSON REAL ESTATE AUCTIONEERS, INC.

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