

COMMERCIAL REAL ESTATE AUCTION

Wed. | June 19th | 3:00 P.M.

3390 Harrison Street

Batesville, Arkansas 72501

4.15± Acres Zoned C-1 | Offered in (2) Tracts
High Traffic Area w/515± Ft. of Harrison St. Frontage
Across from New Tractor Supply Store
1/4 Mile from Walmart Supercenter

**EAGLE MOUNTAIN
SHOPPING CENTER**

WALMART

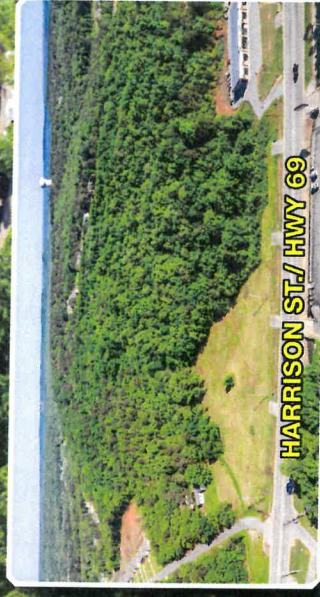
GOODWILL

**TRACTOR
SUPPLY**

PROPERTY



WilsonAuctioneers.com



May 21, 2019

Dear Prospective Buyer:

This property has 4.15+/- acres Zoned C-1 on Harrison Street in Batesville, Arkansas. Prime commercial land in a high traffic area with 515+/- feet of Harrison Street (Highway 69) frontage. The property is across from the new Tractor Supply Store and just a 1/4 mile from the Walmart Supercenter. There are (3) turn-ins already installed to access this property from the highway, and it is being offered in (2) tracts. Any offers made before auction day are welcome.

Tract 1, 1.55+/- acre lot with 364+/- feet of Harrison Street frontage and 160+/- feet of Frontage on Stone Flag Road.

Tract 2, 2.6+/- acres with 150+/- feet of Harrison Street frontage.

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 **3390 Harrison Street in Batesville, Arkansas at 3:00 p.m. on June 19th**.

A handwritten signature in black ink, appearing to read 'Peter Guerin', is written over a horizontal line.

Peter Guerin, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: \$15,000.00 (PER TRACT) Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* 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 Made Prior to Auction Day are Encouraged & Welcome.**

CLOSING COMPANY: Independence County Abstract Company, Inc. ~ Closing Agent: Kyle McMullin ~ 150 S. Broad Street, Batesville, Arkansas 72501 ~ (870) 793-3333 ~ Fax/ 793-3343.

GENERAL INFORMATION: 4.15+/- Acres Zoned C-1 on Harrison Street in Batesville, Arkansas ~ High Traffic Area w/ 515+/- Ft. of Harrison Street (HWY 69) Frontage ~ Located Across from the New Tractor Supply Store & just 1/4 Mile from Walmart Supercenter ~ (3) Turn-ins Already Installed to Access Property from the Highway ~ Property being Offered in (2) Tracts ~ **(TRACT 1)** 1.55+/- Acre Lot w/ 364+/- Ft. of Harrison St. Frontage & 160+/- Ft. of Frontage on Stone Flag Rd. ~ **(TRACT 2)** 2.6+/- Acres w/ 150+/- Ft. of Harrison St. Frontage ~ Offers Made Prior to Auction Day are Welcome! ~ Call Agent, Peter Guerin w/Questions & Drive by Anytime to View this Property!

REAL ESTATE TAXES FOR YEAR 2018: \$1,057.00

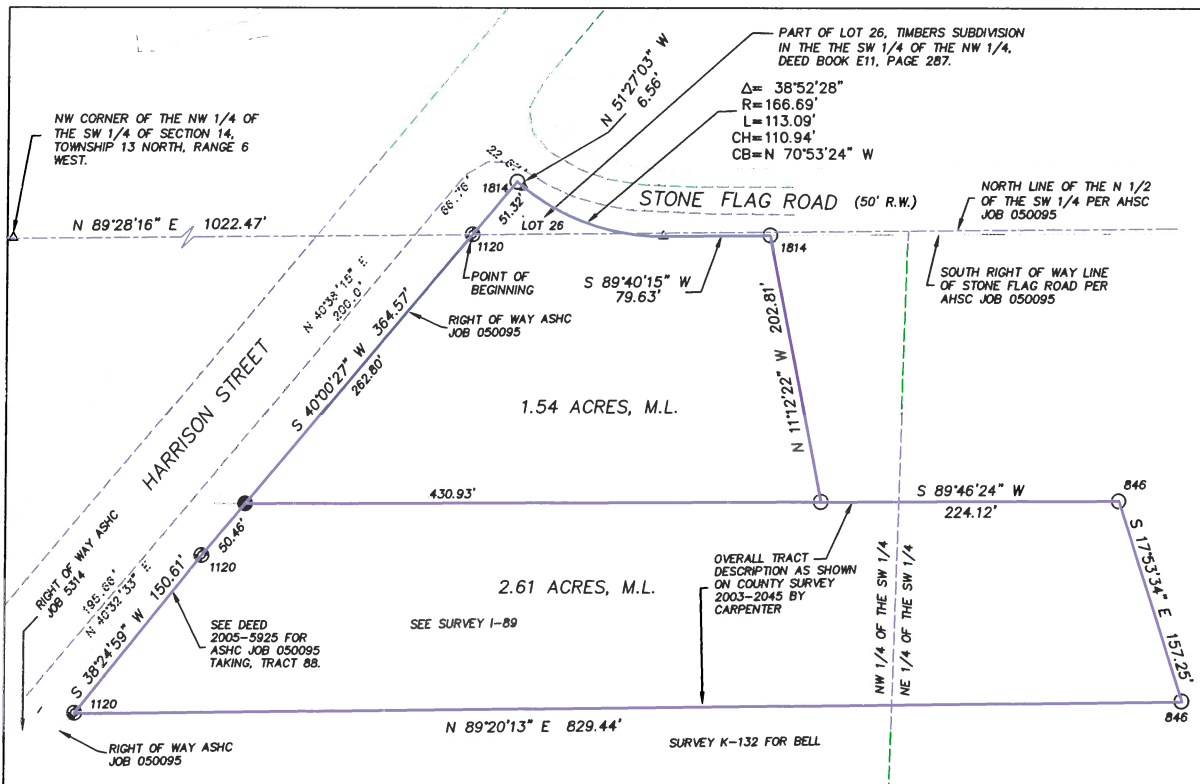
The information in this packet is believed to be accurate and from reliable sources, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. All references to age, square footage, income, taxes, aerals, plats, surveys and expenses, but not limited to, 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 as Shown on a Survey Dated November 21, 2016 and Recorded at the Arkansas Division of Land Surveys as Document Number 201612087895.

A part of Lot 26, Timbers Subdivision to the City of Batesville containing approximately 0.04 acres, a part of the Northwest Quarter of the Southwest Quarter containing approximately 3.45 acres and a part of the Northeast Quarter of the Southwest Quarter containing approximately 0.66 acres, all in Section 14, Township 13 North, Range 06 West, Independence County, Arkansas and more particularly described as follows:

Commencing at the remains of a 24-inch Black Oak Tree being used for the Northwest corner of Northwest Quarter of the Southwest Quarter of Section 14, Township 13 North, Range 06 West, Independence County, Arkansas; thence N 89°28'16" E along the North line of the said Northwest Quarter of the Southwest Quarter a distance of 1,022.47 feet to a found 5/8-inch iron reinforcement bar with an aluminum identification cap at the Point of Beginning, thence S 40°00'27" W along the Easterly right of way line of Harrison Street as established by Arkansas State Highway Commission Job No. 050095 a distance of 313.26 feet to a found 5/8-inch iron reinforcement bar with an aluminum identification cap, thence S 38°24'59" W a distance of 150.61 feet to a found 5/8-inch iron reinforcement bar with an aluminum identification cap, thence leave the said Easterly right of way line of Harrison Street and run N 89°20'13" E a distance of 829.44 feet to a found 1/2-inch iron reinforcement bar with an identification cap, thence N 17°53'34" W a distance of 157.25 feet to a found 1/4-inch iron reinforcement bar with an identification cap, thence S 89°46'24" W a distance of 224.12 feet to a found 1/2-inch iron reinforcement bar, thence N 11°12'22" W a distance of 202.81 feet to a set 1/2-inch iron reinforcement bar with an identification cap, thence S 89°40'15" W along the South right of way line of Stone Flag Road a distance of 79.63 feet to the beginning of a curve which has a chord bearing N 70°53'24" W a distance of 110.94 feet, the radius point of which bears N 00°19'38" W a distance of 166.69 feet, thence westerly along the arc of said curve, through a central angle of 38°52'28" a distance of 113.09 feet to a point, thence N 51°27'03" W a distance of 6.56 feet to a set 1/2-inch iron reinforcement bar with an identification cap, thence leave the said South right of way line of Stone Flag Road and run S 40°00'27" W along the said Easterly right of way line of Harrison Street a distance of 51.32 feet to the point of beginning.

This tract contains 4.15 Acres, more or less and is subject to easements and rights of way of record, permissive and prescriptive.



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NOTE THAT ONLY ONE MONUMENT WAS SET CURRENTLY AND THIS IS A RETRACEMENT OF A SURVEY PERFORMED ON 11-21-2016 AND RECORDED AT THE ARKANSAS DIVISION OF LAND SURVEYS AS DOCUMENT NUMBER 201612087895. CORNER MONUMENTS WERE RECOVERED AT THE REQUEST OF BOBBY BARR. SEE SAID SURVEY FOR ADDITIONAL DETAILS.

I, CARROLL LYNN MORELAND JR., LICENSED PROFESSIONAL LAND SURVEYOR NUMBER 1814, STATE OF ARKANSAS, DO HEREBY CERTIFY THAT A SURVEY CREW UNDER MY SUPERVISION DID PERFORM THE FIELD WORK AND THIS PLAT IS A CORRECT REPRESENTATION OF THE SURVEY RESULTS. ALL CORNER MONUMENTS ARE AS SHOWN AND THE SURVEY IS BASED ON EXISTING AREA MONUMENTS FOUND, READILY AVAILABLE RECORDED PLATS, SURVEYS AND DEEDS OF RECORD.

DISTANCES SHOWN ARE GROUND DISTANCES. BEARINGS ARE BASED ON GRID NORTH, NAD 83, ARKANSAS STATE PLANE COORDINATES, NORTH ZONE, AS REPORTED BY CARLSON SOFTWARE AT A LOCAL GPS OBSERVATION. GRID TO GROUND COMBINED GPS SCALE FACTOR USED: 1.000073427267.

RELATIVE ACCURACY, CLASS A, URBAN PROPERTY DESIGNATION.

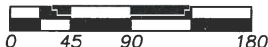


LEGEND

- △ COMPUTED POINT
- FOUND 5/8" IRON REINFORCEMENT BAR WITH ALUM. CAP I.D. NUMBER 1120.
- FOUND 1/2" IRON REINFORCEMENT BAR UNLESS OTHERWISE NOTED. I.D. NUMBER INDICATED IF CAP IS ATTACHED.
- SET 1/2" IRON REINFORCEMENT BAR WITH IDENTIFICATION CAP NO. 1814
- ⚡ POWER POLE

IF BAR SCALE DOES NOT MEASURE 2" LONG DRAWING IS NOT ORIGINAL SIZE.

SCALE: 1"=90 FEET



N 89°52'42" E RECORD BEARING AND DISTANCE 650.00'

ARKANSAS DIVISION OF LAND SURVEYS CODE:
500-13N-06W-0-14-300-32-1814

ROBERSON & MORELAND LAND SURVEYING
900 EAST CRAIG STREET 3229 PANGBURN RD.
BATESVILLE, AR 72501 HEBER SPRINGS, AR 72543
VOICE: 870-251-3448 OR 501-825-8179
E-MAIL: droberson@dr.com or cl.morelandjr@gmail.com

BOUNDARY RETRACEMENT SURVEY FOR BOBBY BARR

PART OF THE N 1/2 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 06 WEST, INDEPENDENCE COUNTY, ARKANSAS.

FILE: Barr, Bobby 06-04-2019

DRAWN BY: D.L.R.

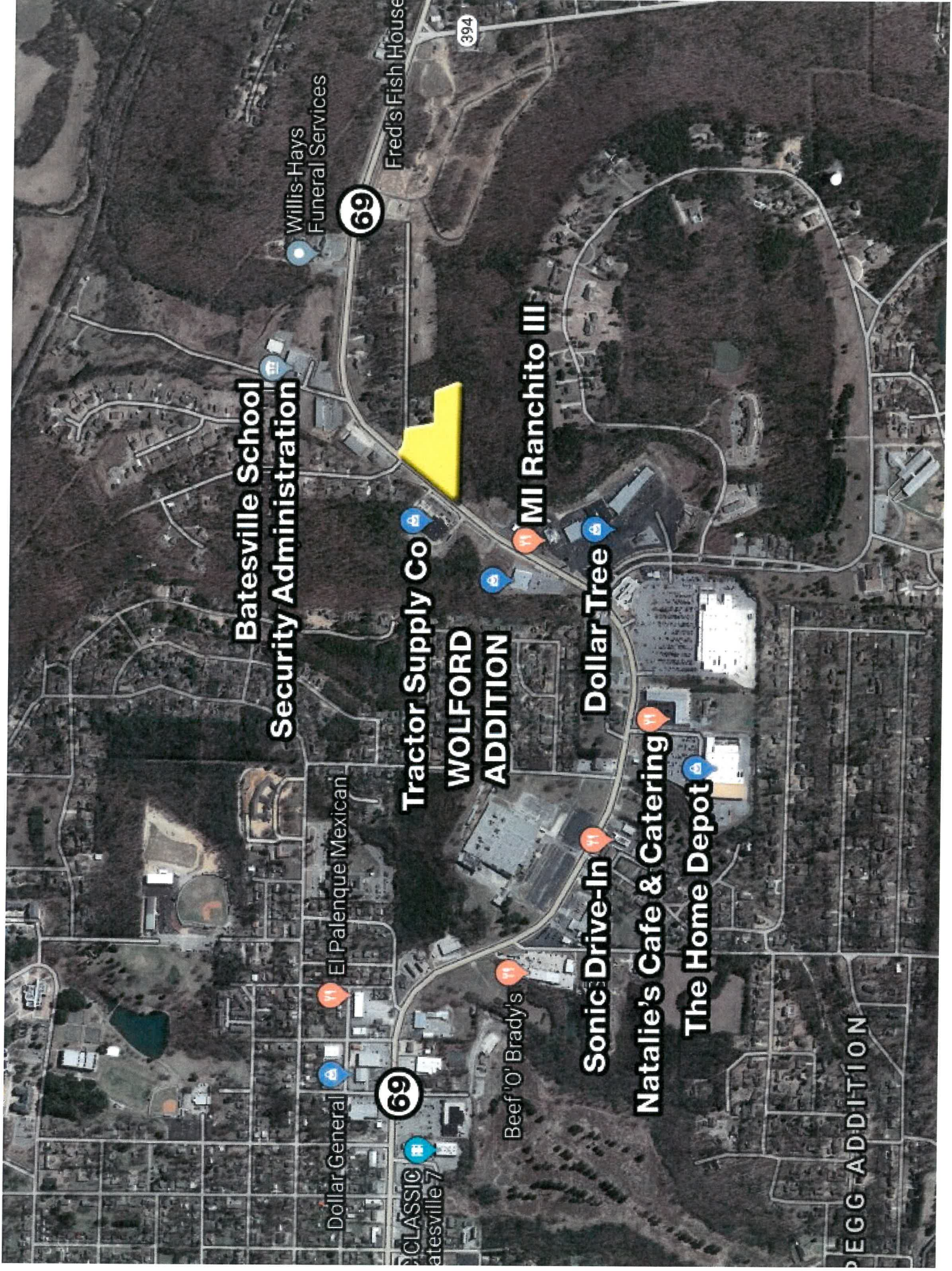
DATE:
06-04-2019

ORIGINAL SCALE:
1"= 90'

FIELD BOOK:
50-9

DRAWING NO.
1 OF 1





Batesville School
Security Administration

Tractor Supply Co
WOLFORD
ADDITION

MI Ranchito III

Dollar Tree

Sonic Drive-In

Natalie's Cafe & Catering

The Home Depot

Beef 'O' Brady's

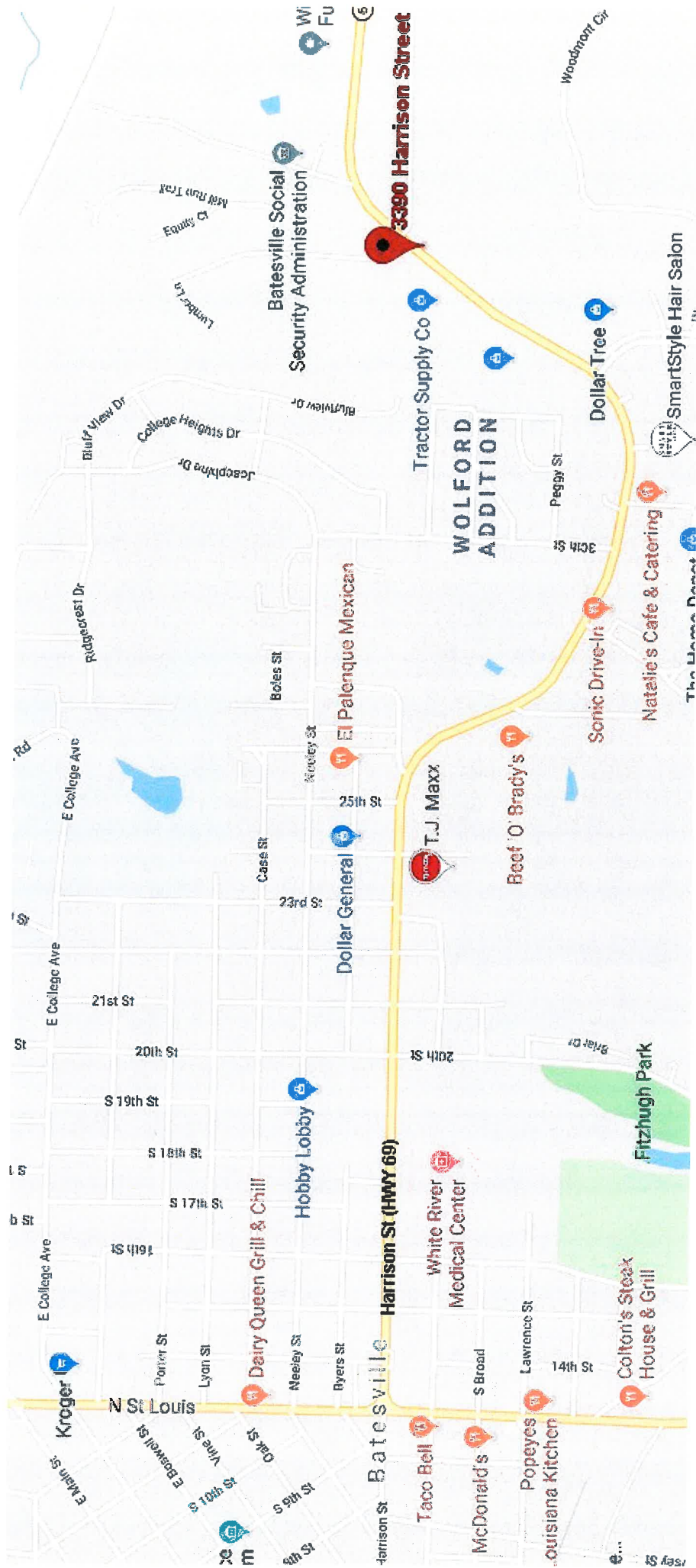
Willis-Hays
Funeral Services

Fred's Fish House

Dollar General
El Palenque Mexican

CLASSIC
Batesville 7

PEGG ADDITION



WILSON REAL ESTATE AUCTIONEERS, INC.

TERMS OF AUCTION

Wilson Real Estate Auctioneers, Inc., an Arkansas corporation headquartered at 929 Airport Road, Hot Springs, Arkansas 71913 (telephone 877-243-2289 or 501-624-1825 and facsimile 501-624-3473) and its Arkansas broker, Joe R. Wilson (“Broker”) whose address is 929 Airport Road, Hot Springs, Arkansas 71913 (these parties collectively “Auctioneer”) have contracted with (“Seller”) to offer to sell at public auction (“Auction”) certain real property (“Property”). These terms, plus any additions, deletions, and/or revisions announced by Auctioneer before the commencement of the Auction, represent the exclusive terms for the Auction (“Terms of Auction”).

1. **AGENCY:** Auctioneer is acting exclusively as an agent for Seller and not as an agent for any Bidder or Buyer. No third-party broker is acting as a sub-agent of Auctioneers.
2. **PROPERTY:** The Property is described in the Property Information Packet (“Information Packet”), a copy of which is available from Auctioneer and posted at the Auction.
3. **DUE DILIGENCE:** Seller and Auctioneer do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice and conduct due diligence on the Property, title commitment (available from Auctioneer and posted at the Auction), surrounding area, all information provided by Seller or Auctioneer, “Property Information Packet” (available from Auctioneer, online at www.wilsonauctioneers.com, and posted at the Auction), public records, Terms of Auction, Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, matters, problems, and other relevant matters (collectively “Property Issues”). All information provided by Auctioneer came from Seller and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Seller and Auctioneer are not required to update any information provided or published and shall have no liability on any basis for failing to do so.
4. **DISCLAIMER:** Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors and employees, shall have no liability on any basis. The Property will be offered in “**AS IS, WHERE IS**” condition. To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the Terms of Auction and the Sale Contract.
5. **DISCLOSURES:** The Property will be offered for sale and conveyed subject to all conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions and matters of record. Maps, depictions and sketches in any materials related to the Property are for illustration purposes only and Seller and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness, Residential dwellings built prior to 1978 may include lead-based paint. Buyer of such property must immediately execute a “Lead-Based Paint Waiver” in favor of Seller to be made part of the Sale Contract, thereby waiving Buyer’s right to conduct any risk assessment or inspection for lead-based paint hazards. Every Bidder should read and understand the lead hazard information pamphlet provided and the “Lead Warning Statement” in the Sale Contract.
6. **REGISTRATION:** Any competent adult with a satisfactory photo identification who properly registers and complies with the Terms of Auction may bid. Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem for Seller or Auctioneer. Bidder must present a cashier’s check in the amount specified under “Terms on Real Estate” to Auctioneer at registration. This must be in the form of cashier’s check, made payable to Bidder. Any person intending to bid on behalf of another must present Auctioneer with an executed, enforceable, recorded and unexpired power of attorney which is subject to Auctioneer’s approval. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

7. **BUYER'S PREMIUM:** A ten-percent (10.00%) buyer's premium shall be in effect for the Auction and added to the amount of the highest bid to arrive at the selling price for the Property ("total contract price").
8. **AUCTION:** Auctioneer's discretion includes, but is not limited to, the auction method, bid-calling, bid increments and determining the buyer. The decision of Auctioneer is final regarding all matters that arise before, during, or after the Auction. Seller shall not bid. Bidder shall not retract any bid. Bidder's purchase shall be considered a single transaction whether of the whole or a fraction of the Property. The sale of any fraction of the Property shall not be contingent upon the sale of any other portion thereof, whether purchased by the same Buyer or not.
9. **SALE CONTRACT:** This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer shall immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to the sale of the Property. Any Buyer purchasing on behalf of a business or arm of government ("artificial person") shall immediately execute the Sale Contract in both the artificial person's and buyer's names, until such time as the artificial person presents Auctioneer with acceptable, written evidence of the artificial person's good standing in its state of formation, plus written authority, in a form acceptable to Auctioneer, agreeing to be bound by the Sale Contract. The Terms of Auction are incorporated into the Sale Contract which defines the entire agreement between Seller and Buyer. The Terms of Auction complement the Sale Contract and, in the event of any conflict between them, the Sale Contract shall control in all instances. Buyer shall execute the Sale Contract and no addition, deletion, or revision shall be permitted.
10. **DEPOSIT:** Buyer shall immediately pay to Wilson Real Estate Auctioneers, Inc. a cashier's check in the amount specified under "Terms on Real Estate". If for any reason Buyer fails to timely execute the Sale Contract or pay the deposit, Seller has sole discretion, to: (a) pursue all legal and equitable remedies available against Buyer, or (b) declare Buyer's bid to be immediately forfeited, null and void, without any requirement of notice, and immediately re-sell the Property to another buyer.
11. **ARBITRATION:** Any action, claim, controversy, counterclaim, dispute, or proceeding arising out of the Property Issues and involving Seller, Bidder, Buyer, or Auctioneer, in any combination, whether controlled by federal or state law, and whether an issue of law or equity, including the determination of the scope and applicability of this agreement to arbitrate, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, and decided by a panel of three (3) independent arbitrators. Judgment on the arbitration award may be entered in any court having jurisdiction. The parties waive the right to any legal action and trial by jury. The costs of arbitration, including the fees and expenses of the arbitrators, but not including the parties' attorneys' fees, shall initially be paid equally by them. The prevailing party shall be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees. All aspects of any arbitration shall be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person, and the parties shall jointly move the court entering judgment on the arbitration award to so order. Any arbitration must be commenced within two (2) years from the date when the cause of arbitration accrues or it will be forever barred. The right of arbitration shall accrue, and the two (2) year limitation period shall begin to run on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.
12. **CHOICE OF LAW, JURISDICTION AND VENUE:** Any Auction matter shall be exclusively construed and governed in accordance with the laws of the State of Arkansas without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be the County of Garland in the State of Arkansas.
13. **MISCELLANEOUS:** The Terms of Auction shall bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction shall be made, except by Auctioneer's written revision or announcement at the Auction.

ATTENTION: BUSINESS OWNERS & COMMERCIAL REAL ESTATE INVESTORS!

4.15+/- Acre Prime Commercial Real Estate Lot in an Excellent Location just Past Walmart on Harrison St. in Batesville ~ (3) Turn-ins Already on Property, Ready for Development ~ Property Offered in (2) Tracts ~ Selling On-site w/Live, Online Bidding Available

COMMERCIAL REAL ESTATE AUCTION

WEDNESDAY ~ JUNE 19, 2019 ~ 3:00 P.M.

3390 HARRISON ST. ~ BATESVILLE, AR 72501

DIRECTIONS: *Property is on Harrison Street (HWY 69) Heading East 1/4 Mile Past Walmart on the Right, Across from the Tractor Supply Company ~ Watch for Auction Signs & Property on the Right.*

REAL ESTATE DESCRIPTION: 4.15+/- Acres Zoned C-1 on Harrison Street in Batesville, Arkansas ~ High Traffic Area w/ 515+/- Ft. of Harrison Street (HWY 69) Frontage ~ Located Across from the New Tractor Supply Store & just 1/4 Mile from Walmart Supercenter ~ (3) Turn-ins Already Installed to Access Property from the Highway ~ Property being Offered in (2) Tracts ~ **(TRACT 1)** 1.55+/- Acre Lot w/ 364+/- Ft. of Harrison St. Frontage & 160+/- Ft. of Frontage on Stone Flag Rd. ~ **(TRACT 2)** 2.6+/- Acres w/ 150+/- Ft. of Harrison St. Frontage ~ Offers Made Prior to Auction Day are Welcome! ~ Call Agent, Peter Guerin w/Questions & Drive by Anytime to View this Property! ~ **For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.**

AUCTIONEER'S NOTE: This property is prime for development and is in proximity to many high traffic businesses in Batesville. There are not many vacant lots left in town, and this is one of them! Do not miss this opportunity!

TERMS ON REAL ESTATE: \$15,000.00 (PER TRACT) Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* 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 Made Prior to Auction Day are Encouraged & Welcome.**

INSPECTION: Contact Agent, *Peter Guerin at 501-733-6795/ peter@wilsonauctioneers.com* with Questions Regarding this Property ~ 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