

# **BATESVILLE**

**Tues. | Nov. 12, 2019 | 12:30 P.M.**

## **2± ACRES & HOME**

**2399 Batesville Boulevard**

## **ABSOLUTE AUCTION**

**Batesville, Arkansas 72501**

2± Surveyed Acres | 2,200± SF Older Brick Home | 3BR | 2BA  
& 680± SF Older Wood Frame Home  
296± Ft. of US 167 Frontage | Across from Southside Elem. School  
Excellent Location for a New Business | 10,000± VPD Traffic Count  
Selling Regardless of Price to the Highest Bidder!

**2± ACRES  
w/ 2,200± SF HOME**



**BATESVILLE BLVD. (US 167)**



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



October 15, 2019

Dear Prospective Buyer:

This 2+/- acres of choice, newly surveyed land is within the Incorporated City of Southside, Arkansas, across from Southside Elementary School. A prime, level site for a new business where 10,000+/- vehicles pass by each day. This property has 296+/- feet of US 167 (Batesville Blvd.) frontage with a 2,200+/- square foot, 3 bedroom/ 2 bath brick home, built in 1962, that could be updated for immediate income as a residence or an office. Plus, there is a 680+/- square foot older frame home that could be utilized or removed to allow for new construction. This property could be an ideal location for a dental clinic, insurance office, retail shopping, or automotive-related business. Southside is growing at an accelerated pace and has an excellent school system. All municipal utilities including electricity, water, sewer, and natural gas are available. There is no zoning in place for this property. Don't miss the opportunity to own choice investment real estate on this major highway. **This property is selling regardless of price to the highest bidder on auction day!**

If you have further questions after reviewing this information packet, please don't hesitate to call me, **Gladys Webb, at (501) 766-0605**. We look forward to working with you on auction day at **2399 Batesville Boulevard in Batesville, Arkansas at 12:30 p.m. on November 12th.**

A handwritten signature in cursive script, reading "Gladys Webb", is written over a horizontal line.

Gladys Webb, CAI  
Wilson Real Estate Auctioneers, Inc.

## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** \$15,000.00 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 Prior to Auction Day are Welcome!**

**CLOSING COMPANY:** Independence County Abstract Company, Inc. ~ Closing Agent: Regina Whiteside ~ 150 S. Broad Street, Batesville, Arkansas 72015 ~ (870) 793-3333 ~ Fax/ 793-3343.

**GENERAL INFORMATION:** 2+/- Acres of Choice, Newly Surveyed Land within the Incorporated City of Southside ~ Located Across from Southside Elementary School ~ A Prime, Level Site for a New Business where 10,000+/- Vehicles Pass by Each Day ~ 296+/- Ft. of US 167 (Batesville Blvd.) Frontage ~ Property has a 2,200+/- SF, 3 Bedroom/ 2 Bath Brick Home, Built in 1962, that Could be Updated for Immediate Income as a Residence or Office ~ Also, a 680+/- SF Older Frame Home that Could be Utilized or Removed to Allow for New Construction ~ This Could be an Ideal Location for a Dental Clinic, Insurance Office, Retail Shopping or Automotive Related Business ~ Southside is Growing at an Accelerated Pace & has an Excellent School System ~ All Municipal Utilities Including Electricity, Water, Sewer & Natural Gas ~ No Zoning in Place ~ Don't Miss this Opportunity to Own Choice Investment Real Estate on this Major Highway ~ **REMEMBER, THIS PROPERTY IS SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!** ~ Offers Prior to Auction are Welcome.

**REAL ESTATE TAXES FOR YEAR 2018:** \$1,139.97

**SCHOOL DISTRICT:** Southside

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 as Surveyed October 17, 2019.**

**A part of the Northeast Quarter of the Northeast Quarter of Section 10, Township 12 North, Range 06 West, Independence County, Arkansas and more particularly described as follows:**

**Commencing at a found 1.25-inch iron shaft being used for the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 10, Township 12 North, Range 06 West, Independence County, Arkansas; thence S 87°22'57" E along the South line of the said Northeast Quarter of the Northeast Quarter a distance of 246.98 feet to a point, thence N 22°18'33" W along the East Right of Way line of U.S. Highway 167 a distance of 41.05 feet to a set ½-inch iron reinforcement bar with an identification cap at the Point of Beginning, thence leave the East Right of Way line of U.S. Highway 167 and run N 81°32'16" E a distance of 238.84 feet to a set ½-inch iron reinforcement bar with an identification cap, thence N 01°42'22" W a distance of 288.99 feet to a set ½-inch iron reinforcement bar with an identification cap, thence S 79°39'51" W a distance of 56.20 feet to a set ½-inch iron reinforcement bar with an identification cap, thence S 82°01'33" W a distance of 287.57 feet to a set ½-inch iron reinforcement bar with an identification cap, thence S 22°18'33" E along the East Right of Way line of U.S. Highway 167 a distance of 296.20 feet to the point of beginning.**

**The above-described tract contains 1.91 acres more or less and is subject to easements and rights of way of record, permissive and prescriptive.**



SEE DRAWING 1 OF 2 FOR PLAT DRAWING.

ARKANSAS DIVISION OF LAND SURVEYS CODE:  
500-12N-06W-0-10-110-32-1814

**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 SURVEY FOR  
STEPHEN AND VICKIE D. THOMAS

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 10,  
TOWNSHIP 12 NORTH, RANGE 06 WEST, INDEPENDENCE  
COUNTY, ARKANSAS.

FILE: THOMAS, STEPHEN 10-17-2019

DRAWN BY: D.L.R.

DATE:

ORIGINAL SCALE:

FIELD BOOK:

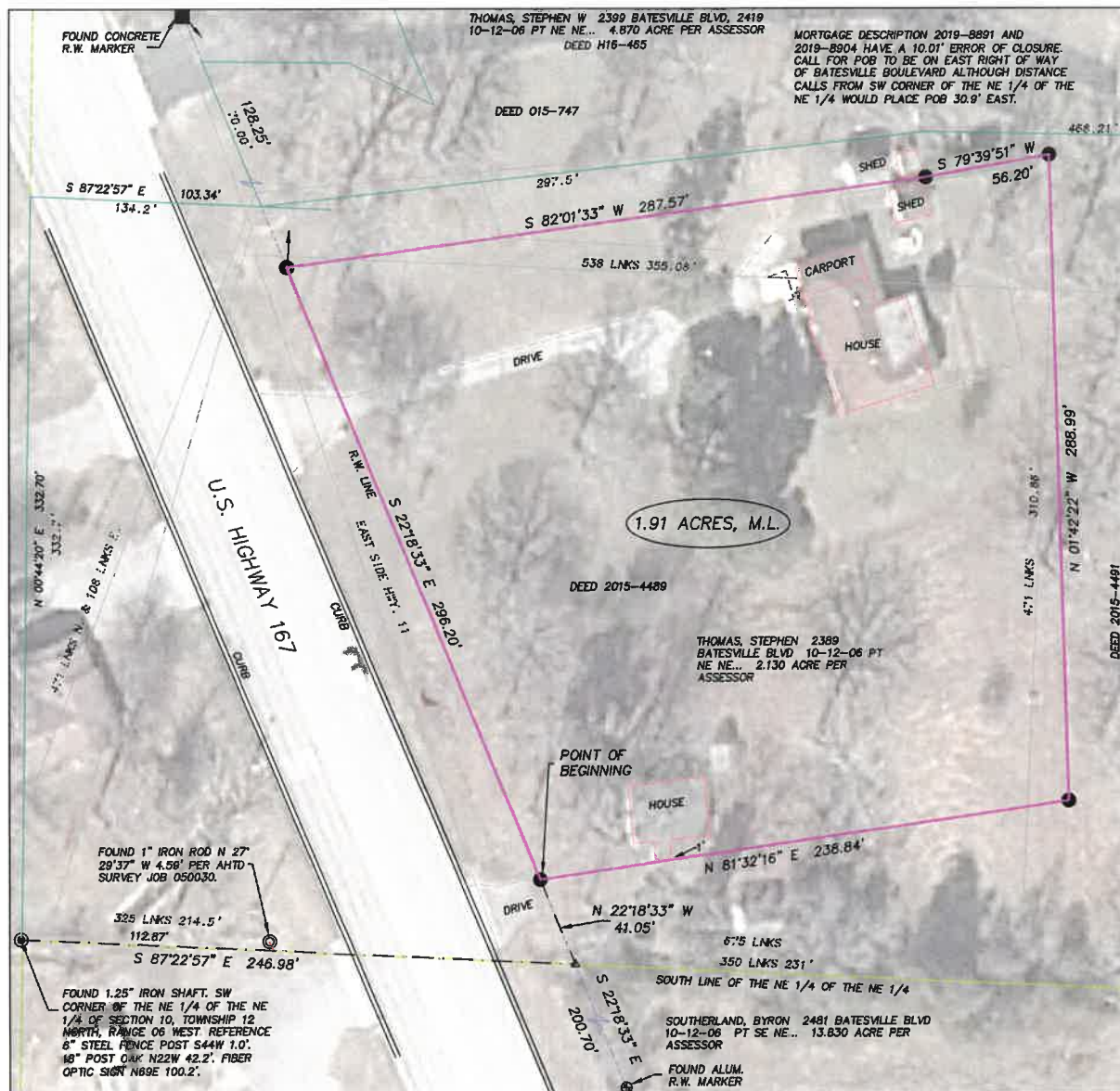
DRAWING NO.

10-17-2019

1"= 50'

51-12

2 OF 2



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.

RELATIVE ACCURACY, CLASS A, URBAN PROPERTY DESIGNATION.

DOCUMENTS CONSULTED IN THE PREPARATION OF THIS SURVEY INCLUDE DEEDS RECORDED AT THE COUNTY CIRCUIT CLERK'S OFFICE AS DOCUMENT NUMBER 2019-3270, 2015-4489, 2015-4491, 2004-1455, 015-747, N15-217, H16-465; SURVEYS RECORDED AT THE ARKANSAS DIVISION OF LAND SURVEYS AS DOCUMENT NUMBER 2201802276287, 201602259521, 200909090013, 201411180025; SURVEY RECORDED AT THE COUNTY CIRCUIT CLERK'S OFFICE IN PLAT BOOK L, PAGE 694; ARKANSAS HIGHWAY AND TRANSPORTATION JOB NUMBER 050030; AND TAX ASSESSOR RECORDS.

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: 1.000077145708.

NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS. ALL IMPROVEMENTS MAY NOT BE SHOWN. THE SURVEYED TRACT SHOWN HEREON IS SUBJECT TO RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, PRESCRIPTIVE AND PERMISSIVE. PROPERTY IS ALSO SUBJECT TO SUCH FACTS AS AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.



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

SCALE: 1"=50 FEET



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

#### LEGEND

- FENCE
- △ COMPUTED POINT
- 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

SEE DRAWING 2 OF 2 FOR LEGAL DESCRIPTION.

ARKANSAS DIVISION OF LAND SURVEYS CODE:  
500-12N-06W-0-10-110-32-1814

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BOUNDARY SURVEY FOR  
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PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 10,  
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COUNTY, ARKANSAS.

FILE: THOMAS, STEPHEN 10-17-2019

DRAWN BY: D.L.R.

DATE:

10-17-2019

ORIGINAL SCALE:

1"= 50'

FIELD BOOK:

51-12

DRAWING NO.

1 OF 2



# 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.
14. **OFFERS:** If an offer is submitted to the seller during the marketing period or the online bidding time period, the seller reserves the right to cancel the auction at his / her discretion.

**ATTENTION: BUSINESS OWNERS, HOME BUYER & COMMERCIAL DEVELOPERS!**

2+/- Surveyed Acres ~ 2,200+/- SF, 3BR/ 2BA Older Brick Home & 680+/- SF Older Wood Frame Home ~ 296+/- Ft. of US 167 Frontage ~ Across from Southside Elementary School ~ Excellent Location for a New Business ~ 10,000+/- Vehicles Per Day Traffic Count ~ Selling On-Site w/Live, Online Bidding Available ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

# **BATESVILLE 2+/- ACRES & HOME ABSOLUTE AUCTION**

**TUESDAY ~ NOVEMBER 12, 2019 ~ 12:30 P.M.**

**2399 BATESVILLE BLVD. ~ BATESVILLE, AR 72501**

**REAL ESTATE DESCRIPTION:** 2+/- Acres of Choice, Newly Surveyed Land within the Incorporated City of Southside ~ Located Across from Southside Elementary School ~ A Prime, Level Site for a New Business where 10,000+/- Vehicles Pass by Each Day ~ 296+/- Ft. of US 167 (Batesville Blvd.) Frontage ~ Property has a 2,200+/- SF, 3 Bedroom/ 2 Bath Brick Home, Built in 1962, that Could be Updated for Immediate Income as a Residence or Office ~ Also, a 680+/- SF Older Frame Home that Could be Utilized or Removed to Allow for New Construction ~ This Could be an Ideal Location for a Dental Clinic, Insurance Office, Retail Shopping or Automotive Related Business ~ Southside is Growing at an Accelerated Pace & has an Excellent School System ~ All Municipal Utilities Including Electricity, Water, Sewer & Natural Gas ~ No Zoning in Place ~ Don't Miss this Opportunity to Own Choice Investment Real Estate on this Major Highway ~ **REMEMBER, THIS PROPERTY IS SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!** ~ Offers Prior to Auction are Welcome ~ For Additional Information, Photos, Survey & Online Bidding Instructions, Visit [WilsonAuctioneers.com](http://WilsonAuctioneers.com) or Contact our Office at 501-624-1825.

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**INSPECTION:** Drive by Anytime or Contact Agents, *Gladys Webb* at 501-766-0605/ [gladys@wilsonauctioneers.com](mailto:gladys@wilsonauctioneers.com) or *Peter Guerin* at 501-733-6795/ [peter@wilsonauctioneers.com](mailto:peter@wilsonauctioneers.com) for More Information ~ Registration will begin at 11:30 a.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