



GBA OF 76,730 SF ON 6 ACRES

OFFERING MEMORANDUM

LARGE SCALE INDUSTRIAL

403 N. MAIN STREET . EVERGREEN . AL . 36401

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403 N. MAIN STREET
EVERGREEN, AL 36401

LISTING AGENTS

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THE McENERY COMPANY

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The information contained herein has been obtained from sources that we deem reliable. No representation or warranty is made as to the accuracy thereof, and it is submitted subject to errors, omissions, change of price, or other conditions, or withdrawal without notice. Licensed in Louisiana.

OFFERING SUMMARY



Address: 403 N. Main Street & 126 Salter Street, Evergreen, AL 36401

Sale Price: \$699,000

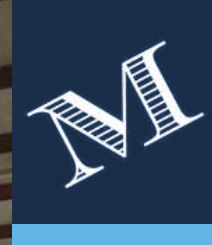
Site Size: 5.9 Acres

Gross Building Area: 76,730 SF

Offering Overview: Great opportunity to purchase a 5.9 acre industrial site with frontage along North Main Street and Salter Street in Evergreen, Alabama, only minutes away from I-65. Site includes nearly 77,000 square feet of improvements spread across six industrial buildings, nine storage sheds and a fully finished office building. There are also three kilns with two control rooms on site. Previously used by Bozovich as a lumber yard. Motivated Seller!



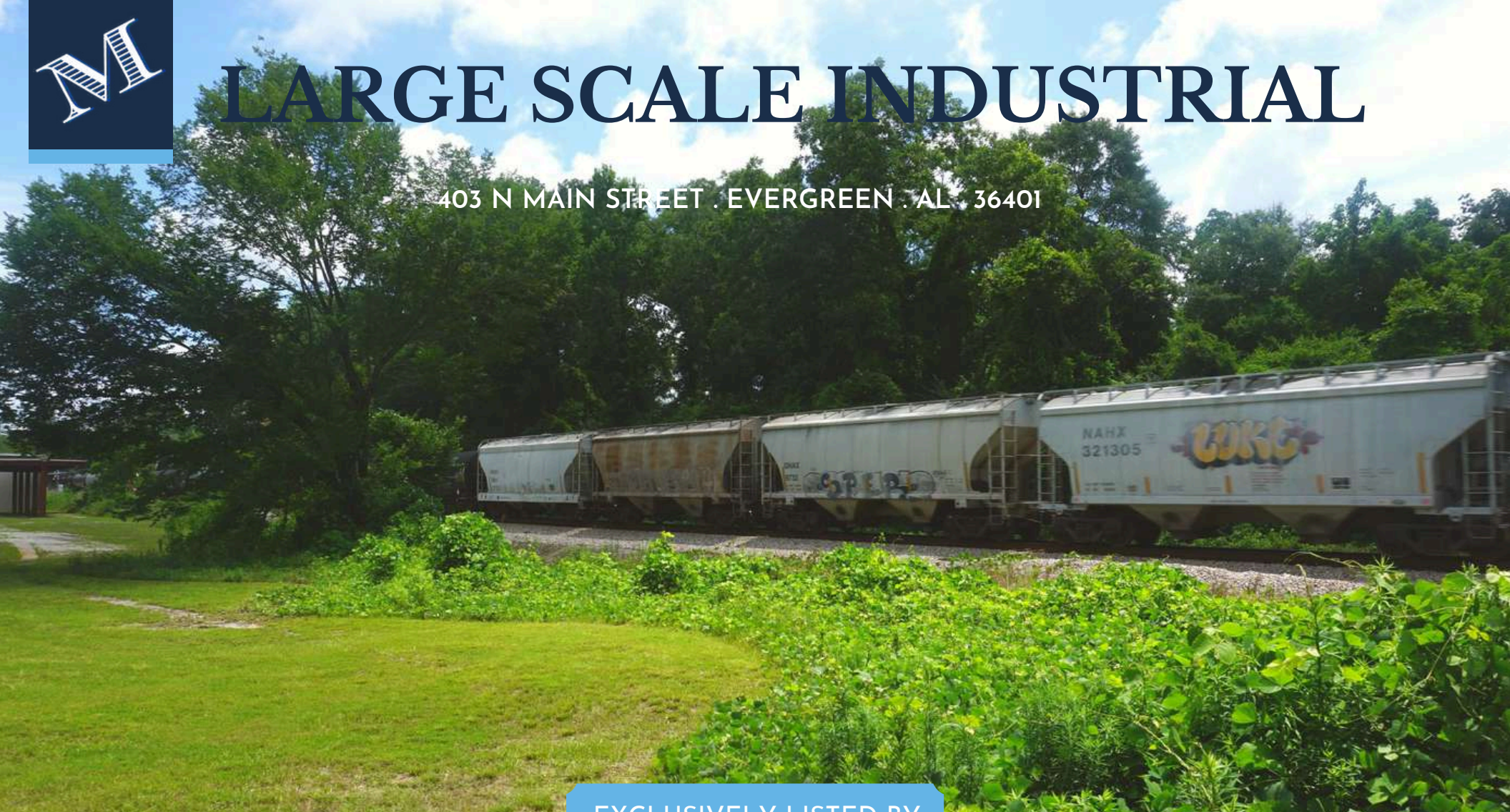






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EXCLUSIVELY LISTED BY



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**THIS IS FOR INFORMATION PURPOSES
THIS IS NOT A CONTRACT
REAL ESTATE BROKERAGE SERVICES DISCLOSURE**

*Alabama law requires you, the consumer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A SINGLE AGENT is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A SUBAGENT is another agent/licensee who also represents only one party in a sale. A subagent helps the agent represent the same client. The client may be either the seller or the buyer. A subagent must also be completely loyal and faithful to the client.

A LIMITED CONSENSUAL DUAL AGENT is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients conflict with one another.

A TRANSACTION BROKER assists one or more parties, who are customers, in a sale. A transaction broker is not an agent and does not perform the same services as an agent.

*Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:

1. To provide services honestly and in good faith;
2. To exercise reasonable care and skill;
3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge, or disclosure is authorized in writing;
4. Present all written offers promptly to the seller;
5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things the licensee may do to assist you. Some examples are:

1. Provide information about properties;
2. Show properties;
3. Assist in making a written offer;
4. Provide information on financing.

You should choose which type of service you want from a licensee, and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Name of licensee _____

Signature _____

Date _____

Consumer name _____

Signature _____
(Acknowledgment for Receipt Purposes, Only)

Date _____

**THE MCENERY COMPANY
POLICY STATEMENT SUMMARY**

The Real Estate Consumers Agency and Disclosure Act (RECAD) requires the qualifying broker to adopt and maintain an agency disclosure office policy which sets out the types of brokerage services which his or her company and licensee may offer or accept.

The McEnery Company has chosen to offer the following services: Single Agency, Limited Consensual Dual Agency and Transaction Brokerage, as defined in the Real Estate Brokerage Service Disclosure, a copy of which is part of this brochure.

BROKERAGE SERVICE AGREEMENT

I acknowledge that the services offered by The McEnery Company have been explained to me and request the following service(s) as indicated below.

- ☐ Single Agency – Seller
☐ Single Agency – Buyer
☐ Limited Consensual Dual Agency
☐ Transaction Broker

Consumer name _____

Signature _____

Date _____

Name of licensee _____

Signature _____

Date _____



THE McENERY COMPANY

LIMITED CONSENSUAL DUAL AGENCY AGREEMENT

Property Address:

Approximately 26.1 acres with approximately 1,200 linear feet of frontage on the East Bank of the Mobile River, Mobile, Alabama 36610 ("Parcel A"), as well as an approximately 4.12 acre parcel of land across Highway 90/98 on the east side of Cochran Bridge Causeway ("Parcel B") also further identified by Exhibit A attached hereto.

Buyer (s): _____ (hereafter called Buyer)

Seller(s): _____ (hereafter called Seller)

Buyer and Seller have previously been informed of and consented to the possibility of dual representation should a buyer client become interested in a seller client's property.

Buyer and Seller hereby acknowledge and agree that The McEnery Company and listing and selling Sales Associates (hereafter referred to collectively as "Agent") are representing both Buyer and Seller and that agent has been and is now the Agent of both Buyer and Seller with respect to this transaction. Buyer and Seller hereby consent to this dual representation.

Buyer, Seller and agent understand that Limited Consensual Dual Agency can create conflicts of interest. Therefore, it is understood that Agent will not represent the interests of one party to the exclusion or detriment of the other party. Buyer and Seller hereby acknowledge that Agent's relationship with them is one of a limited fiduciary, and hereby indemnify and hold the Agent harmless against any claims, damages, and losses arising from this Limited dual agency relationship.

The Buyer and Seller understand that because Agent represents both parties, Agent must endeavor to be impartial between Buyer and Seller. Except as expressly provided below, Agent in his/her capacity as Limited Consensual Dual Agent will disclose to both Buyer and Seller all facts and information which would not be confidential except for the Limited Consensual Dual agency.

The Buyer agrees that Agent has not, and will not, without the express written permission of the Seller, disclose to Buyer the Seller's motivation for selling or that Seller is willing to sell the property for less than the listed price or any lower price unless offered in writing by the Seller. The Buyer agrees that Agent has not, and will not, without the express written permission of the Buyer, disclose to Seller the Buyer's motivation for buying or that Buyer is willing to pay more than any price offered in writing by the Buyer.

Both Buyer and Seller understand and agree that the Agent shall have the right to collect a commission or fee from Seller or from Buyer, or from both, provided that such dual collection of commissions or fees is disclosed to the parties.

Both Buyer and Seller are advised to seek competent tax and/or legal advice with regard to this transaction and to all documents executed in connection with this transaction.

This Limited Consensual Dual Agency Agreement does not substitute for any document previously signed by Buyer or Seller, except however, where this Limited Consensual Dual Agency agreement contradicts or conflicts with any other documents, the Language of this Limited Consensual Dual Agency agreement shall control.

I have read and understand this agreement.

Buyer: _____ Buyer: _____

Date: _____ Sales Associate: _____

Seller: _____ Seller: _____

Date: _____ Sales Associate: _____