

## 3.4 AC LAND TRACT ON PLEASANTON

HWY 97 EAST | PLEASANTON, TEXAS 78064



### LOCATION

3.422 AC Next to the Valero, Corner Store and Across HWY 97 / West Oaklawn road from Chili's, Whataburger and Walmart.

### FRONTAGE

467 FT on HWY 97.

### UTILITIES

All utilities are available.

### USES

Best for restaurant, retail, hotel or service business.

### DEED RESTRICTIONS

3.422 AC: See title policy; No "C" stores, car washes or store selling alcohol for take-out, among other restrictions.

### DEPTH

318 FT.

### PRESENT USE

Agricultural, subject to rollback taxes.

### TRAFFIC COUNT

16,800 - 21,000 VPD on HWY 97 / West Oaklawn road  
Source: MPSI, 2015.

### DEMOGRAPHICS SUMMARY

- Pleasanton, TX 2016.  
Total Population: 8,943.
- Median Age: 35.
- Average Income: 74,999.

### PRICE

\$9.00 PSF

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## MAP OF SITE LOCATION



**DH Realty Partners, Inc. Recommends that Prospective Buyer(s) take the following actions:**

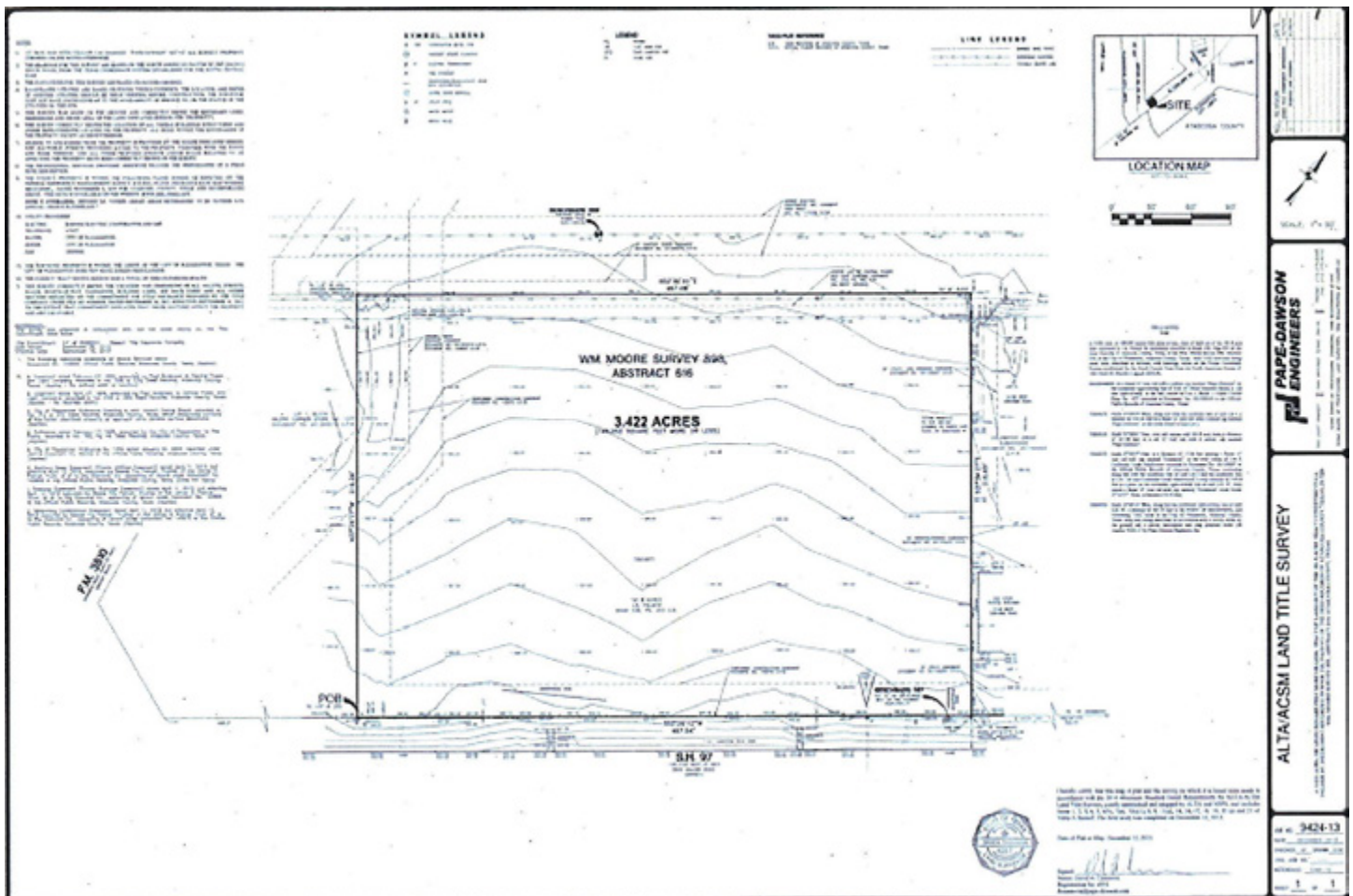
1. Consult with an Engineer to verify the location, accessibility and capacity of all the property's utilities.
2. Obtain an Environmental Site Assessment; and
3. Purchase a written Zoning Verification Letter from the appropriate Governmental Authority

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## 3.4 AC LAND TRACT ON PLEASANTON

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### SURVEY



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## DISCLOSURE INFORMATION

### HAZARDOUS MATERIAL DISCLOSURE

Every purchaser, seller, landlord and/or tenant of any interest in real property ("Property") is notified that prior or current uses of the Property or adjacent properties may have resulted in hazardous or undesirable materials being located on the Property. These materials may not be visible or easily detected. Current or future laws may require removal or clean-up of areas containing these materials. In order to determine if hazardous or undesirable materials are present on the Property, expert inspections are necessary and removal or clean-up of these materials will require the services of experts. Real Estate Agents are not qualified experts.

If you are a seller or landlord, it is your responsibility to ensure that the transaction documents include disclosures and/or disclaimers that are appropriate for the transaction and the Property.

If you are a purchaser or tenant, it is your responsibility to ensure that the transaction documents include provisions to permit consultation with attorneys, environmental consultants and others to make prudent investigations, and further that such inspections are conducted.

### ADA DISCLOSURE

In order to ensure that all business establishments are accessible to persons with a variety of disabilities, the Americans with Disabilities Act was enacted under federal law and there are also state and local laws that may require alterations to a Property in order to allow access. Texas has enacted the Architectural Barriers Removal Act to also accommodate persons with disabilities. Real Estate Agents are not qualified to advise you if the Property complies with these laws or what changes may be necessary. You should consult with attorneys, engineers and other experts to determine if the Property is in compliance with these laws.

### FLOODPLAIN INFORMATION DISCLOSURE

It is the sole responsibility of every purchaser, seller, landlord and/or tenant of any interest in Property to independently review the appropriate flood plain designation maps proposed and adopted by federal, state, and local resources including, but not limited to, the Federal Emergency Management Association ("FEMA") and the San Antonio River Authority ("SARA"), in order to determine the potential flood risk of their Property. Real Estate Agents are not qualified to assess and cannot warrant, guarantee, or make any representations about the flood risk of a particular piece of Property. All decisions made or actions taken or not taken by a purchaser, seller, landlord and/or tenant with respect to the flood risk of a particular piece of Property shall be the sole responsibility of such party.



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# INFORMATION ABOUT BROKERAGE SERVICES

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

**TYPES OF REAL ESTATE LICENSE HOLDERS**

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW** (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or sub-agent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing, not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>DH REALTY PARTNERS, INC</u> <small>LICENSED BROKER / BROKER FIRM NAME OR PRIMARY ASSUMED BUSINESS NAME</small>	<u>147342</u> <small>LICENSE #</small>	<u>dhrp.us</u> <small>E-MAIL</small>	<u>210.222.2424</u> <small>PHONE</small>
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BUYER / TENANT / SELLER / LANDLORD  
INITIALS

\_\_\_\_\_  
DATE

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