## **CONTRACT PENDING**

56.563 Acres

# **NORTH GEORGETOWN**

SH 130; IH 35

# AVAILABLE FOR IDENTIFIED COMMERCIAL INDUSTRIAL USERS SUBJECT TO OWNERSHIP REVIEW & PRICE DETERMINATION

Larry D. Kokel
TexAg Real Estate Services, Inc.
404 West 9<sup>th</sup> Street, Suite 201
Georgetown, Texas 78626
(512) 930-5258 Office
(512) 924-5717 Cell
(512) 943-4539 Fax
info@texag.com
www.texag.com

TEXAG Real Estate Services, Inc.

Tx Corp Lic. #0368153 404 W. 9<sup>th</sup> Street, Suite 201 Georgetown, Texas 78626 Phone: 512-930-5258

Fax: 512-930-5348 www.texag.com



BROKER: Larry D. Kokel #0216754 Cell: 512-924-5717 info@texag.com

# PROPERTY FOR SALE: 56.563 ACRES WILLIAMSON COUNTY, TEXAS 2990 N IH 35 GEORGETOWN, TEXAS

#### **ACCESS-LOCATION:**

±786 feet along IH 35 in Georgetown, Texas.

#### LOCATION:

Located on east side of IH 35 north intersection of IH 35 & SH 130.

#### OWNER:

Das Uber Montney LLC 50% Kokel Legacy LLC 50%

#### **GROUND LEASE:**

6.43 acres has ground lease to William Scotsman Inc. with 1.033 access easement. Lease ends 2/28/2023 with 2(3) year option to extend. The lease can be terminated by Lessor with 12 month notice.

#### **AG LEASE:**

Land under farm lease for hay and part of land along Berry Creek has wildlife exemption.

#### **TAXES:**

Portions of land is currently under Agriculture Use 1-D-1 taxation (R038938 & R314453).

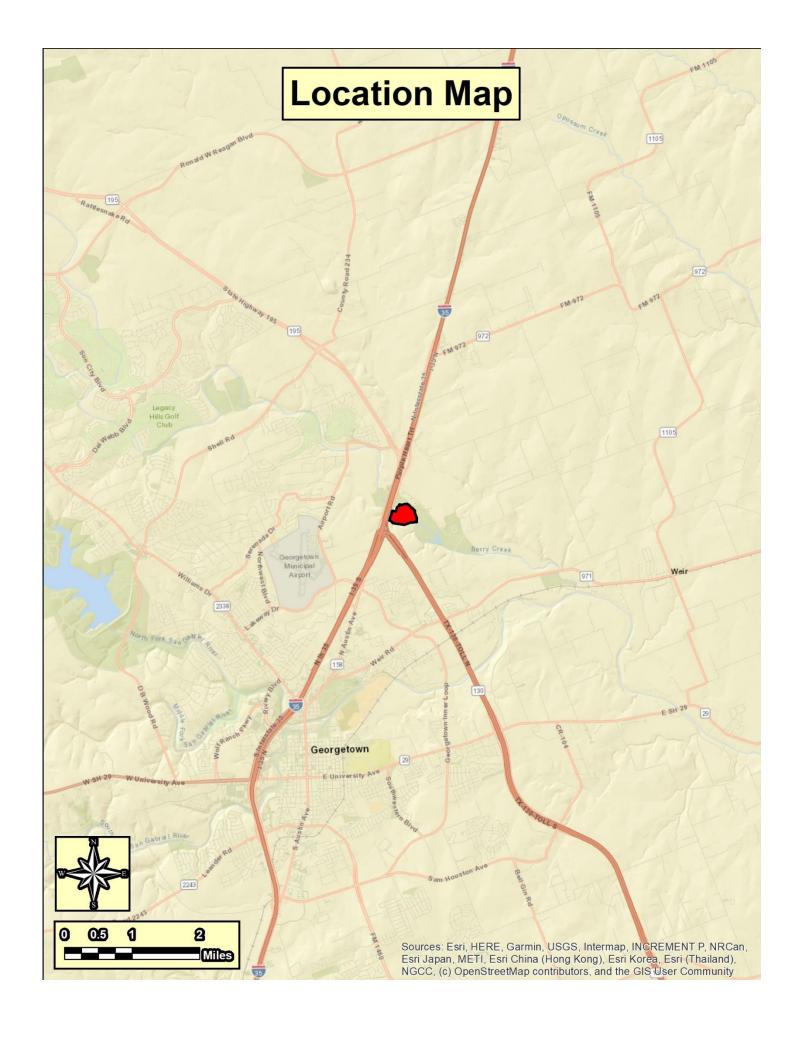
Ag Assessed Value \$14,742 Annual Taxes ± \$10,492 year Market Value 2021 \$1,356,061

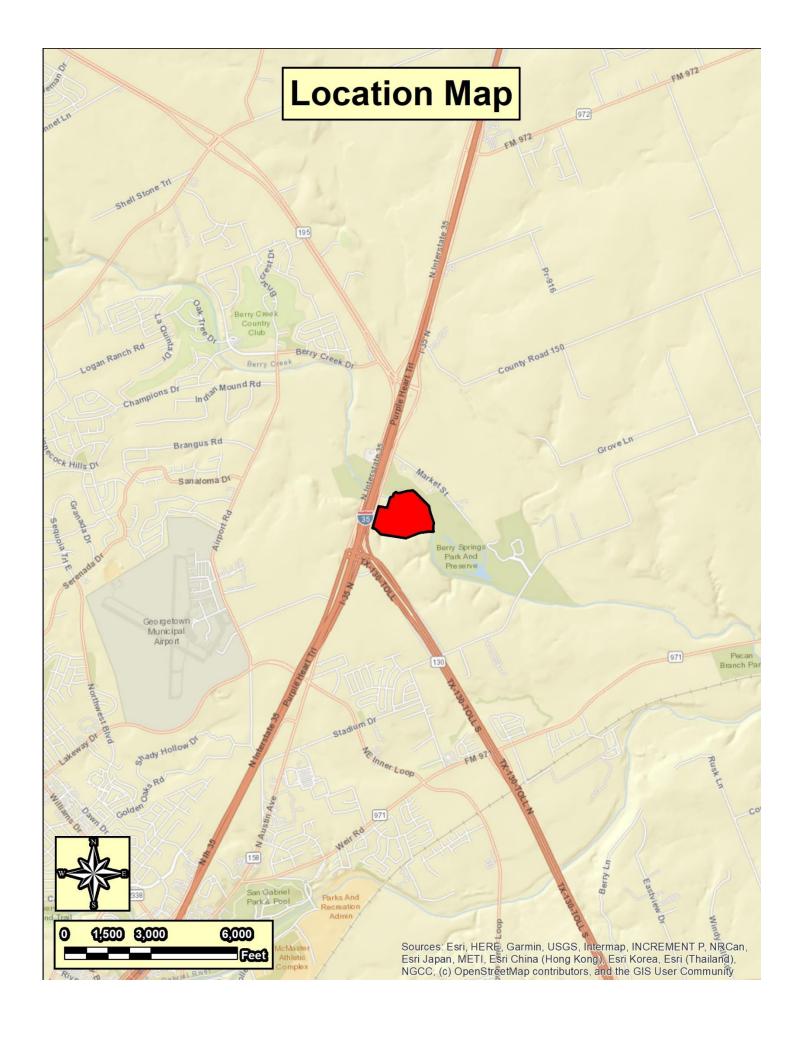
Future rollback taxes responsibility of Buyer. Estimated roll-back if conducted in 2022 is  $\pm$  \$64,000 (subject to Buyer verification with taxing entities).

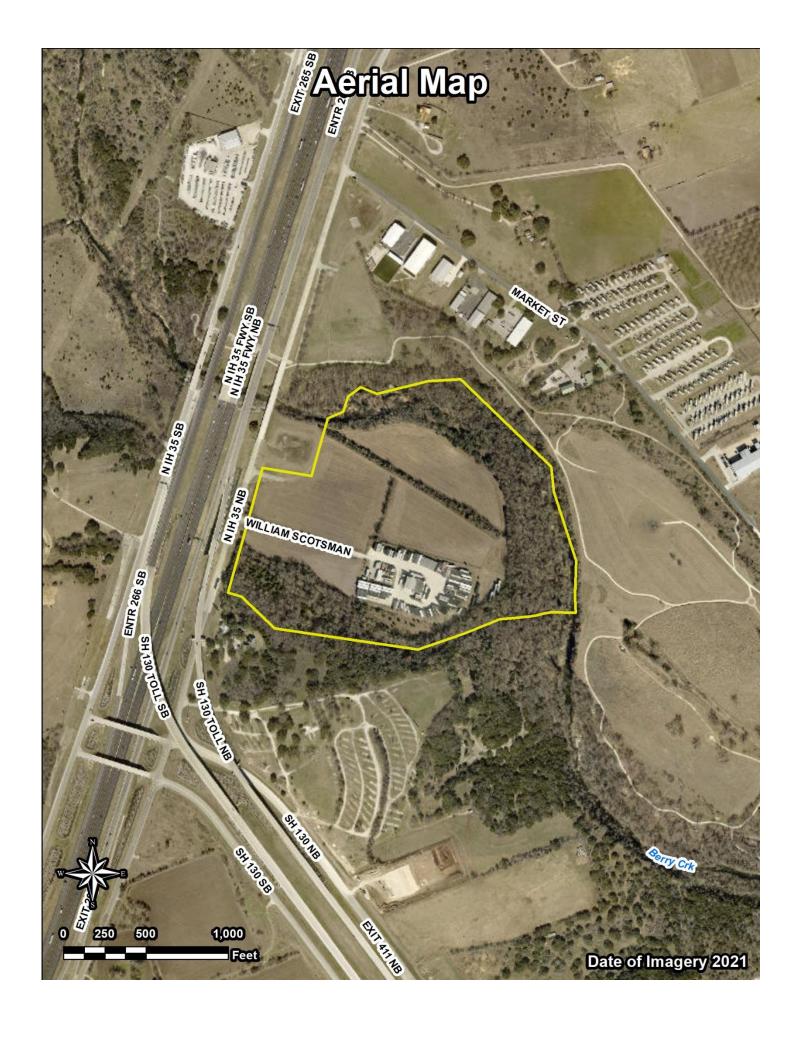
Larry Kokel is Texas Real Estate Broker and 50% owner of the 56.563 acres of land.

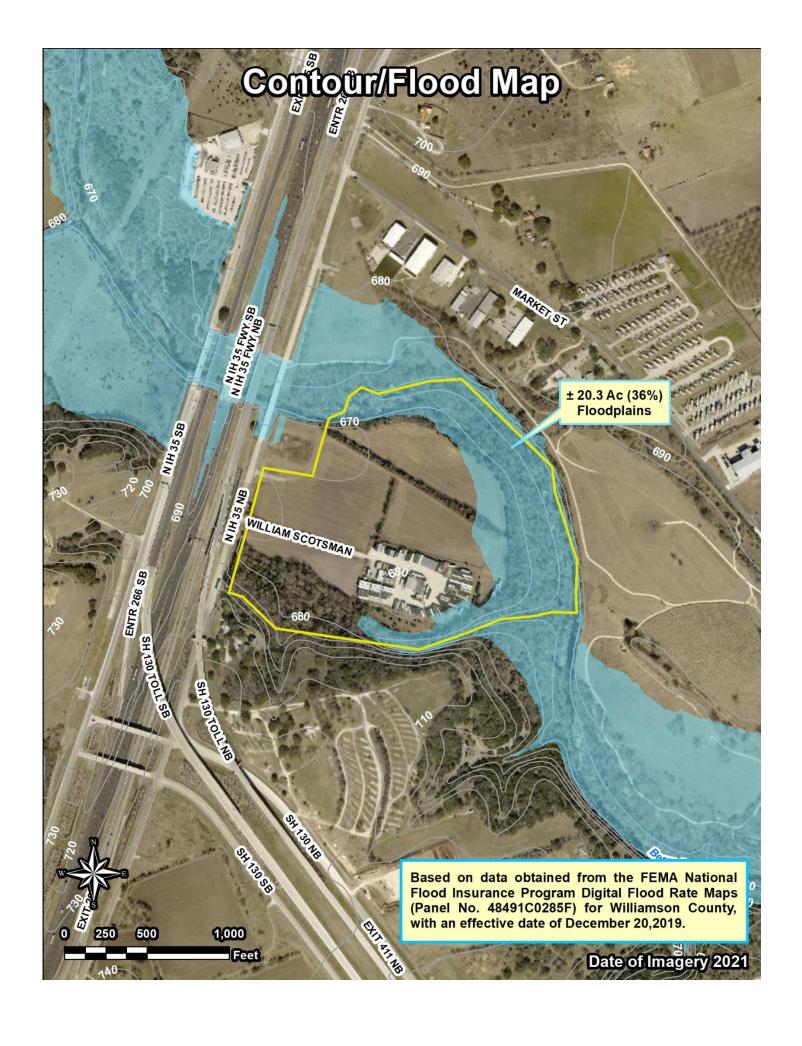
Contact: TEXAG Real Estate Services, Inc. www.texag.com Larry D. Kokel Ph: 512-930-5258 Cell# 512-924-5717

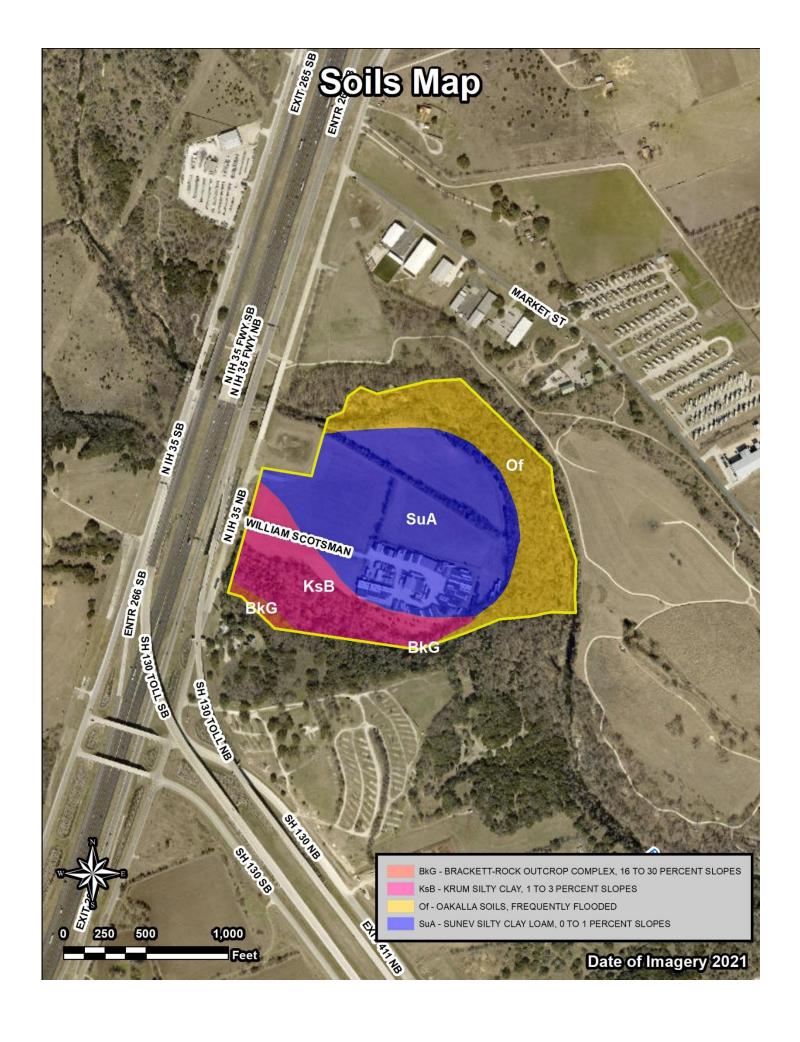
The information contained herein is from sources deemed reliable by the broker, but not guaranteed. All offerings are subject to errors, omission, prior sale, change or withdrawal without notice. In accordance with the rules promulgated by the Texas Real Estate License Act (TRELA), you are notified that the information "About Brokerage Services" form is provided herein. TexAg Real Estate Services, Inc. represents the Sellers of this property. This property is offered for sale without regard to race, color, creed, familial status, national origin, religion or handicap status.



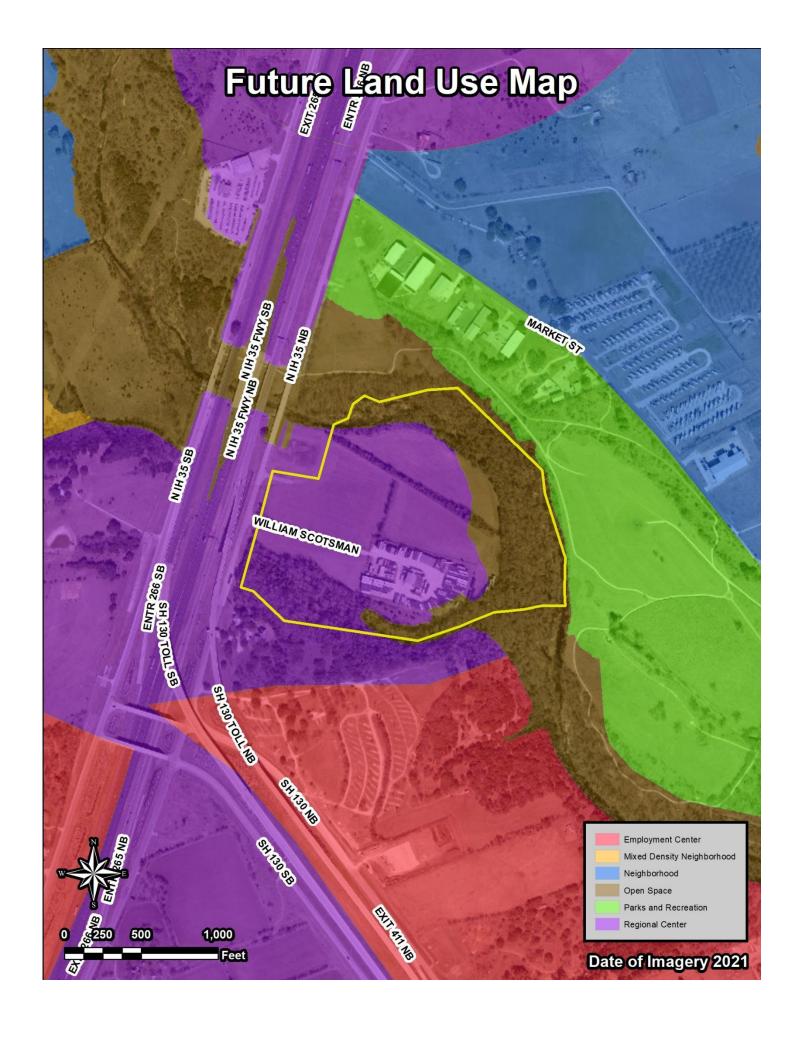


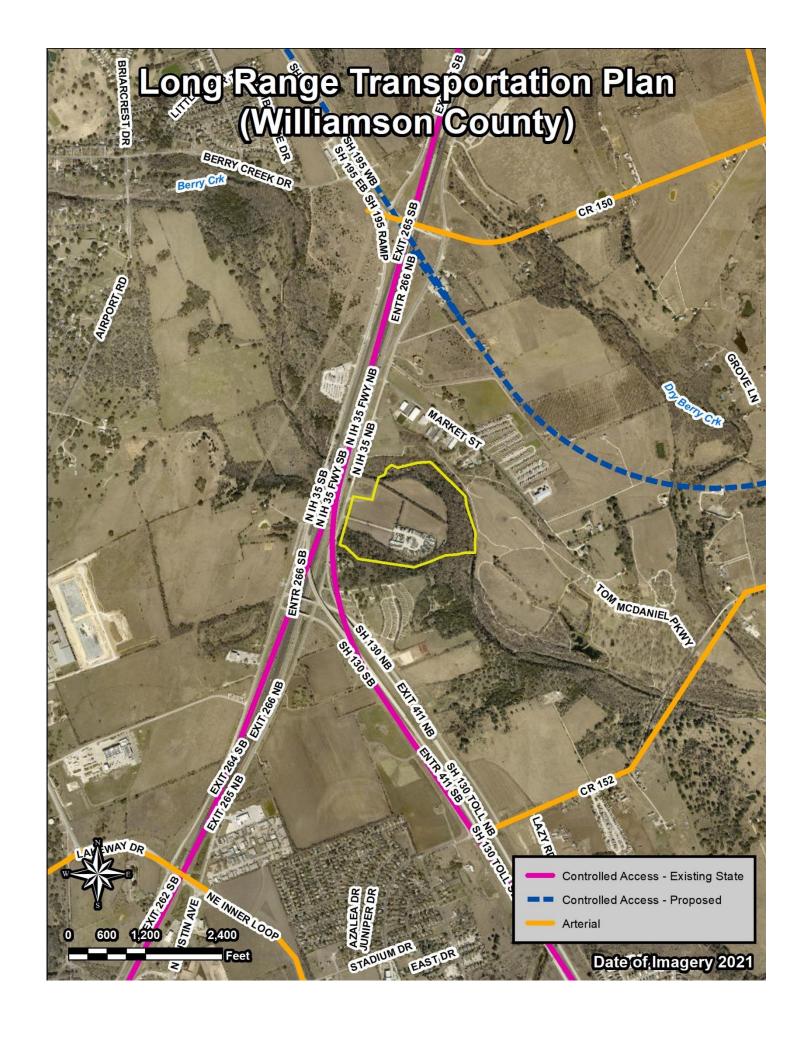


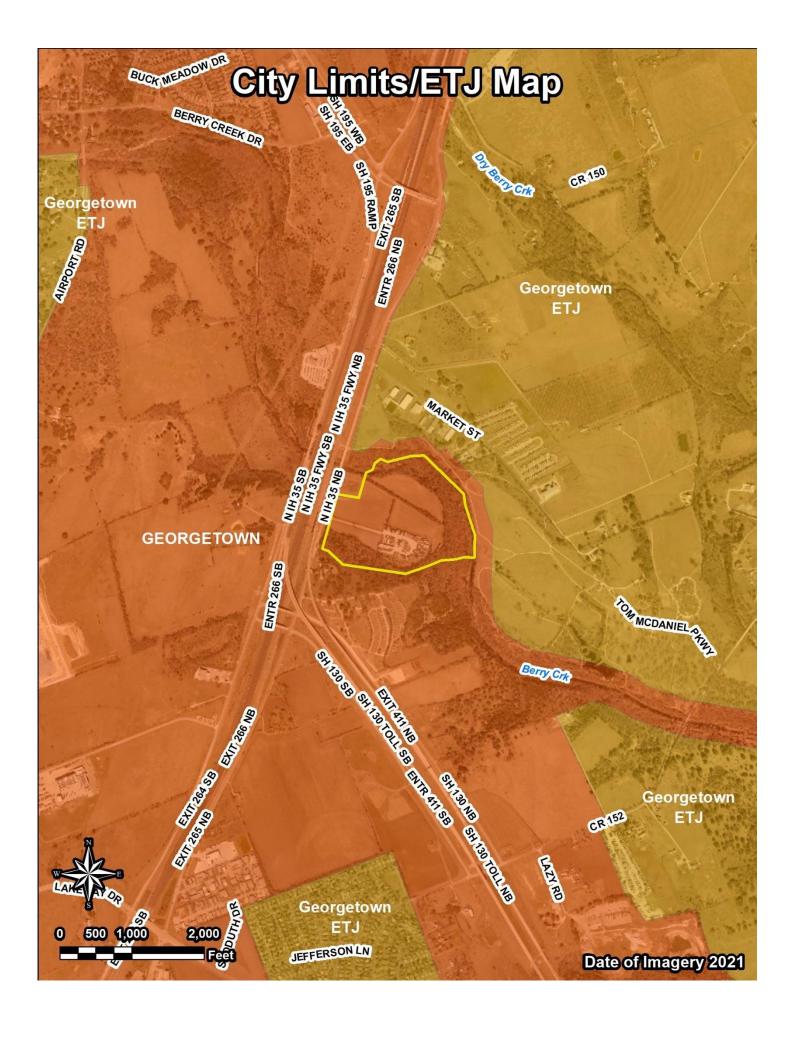


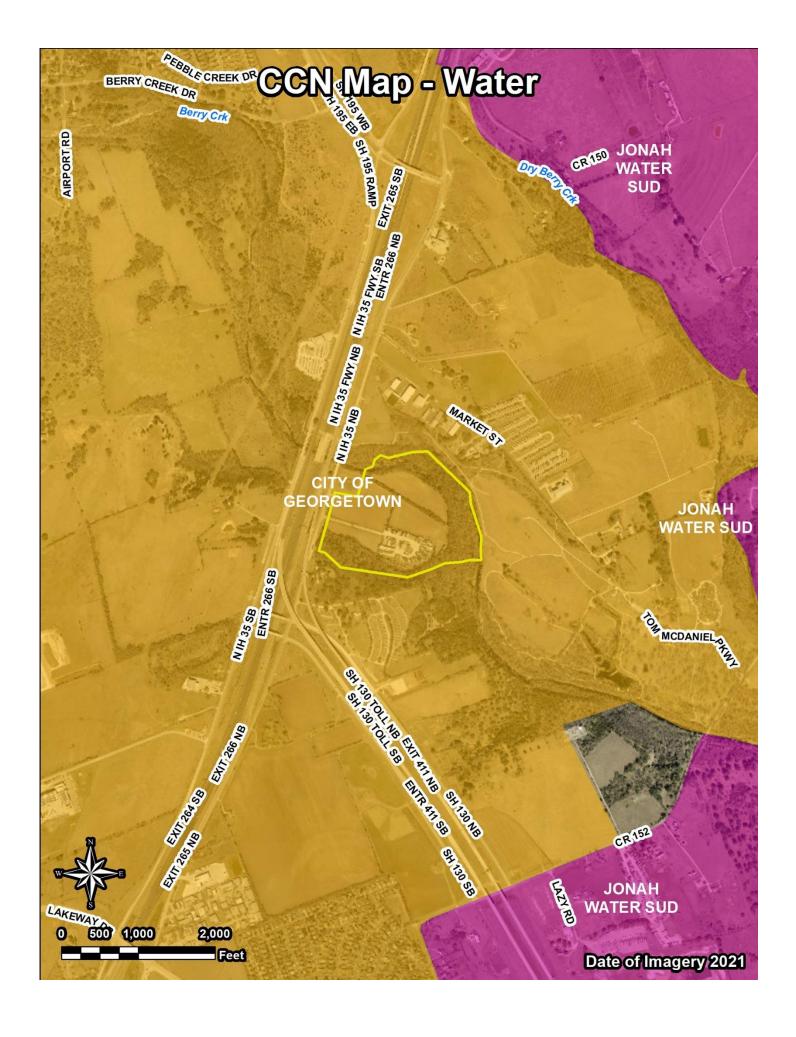


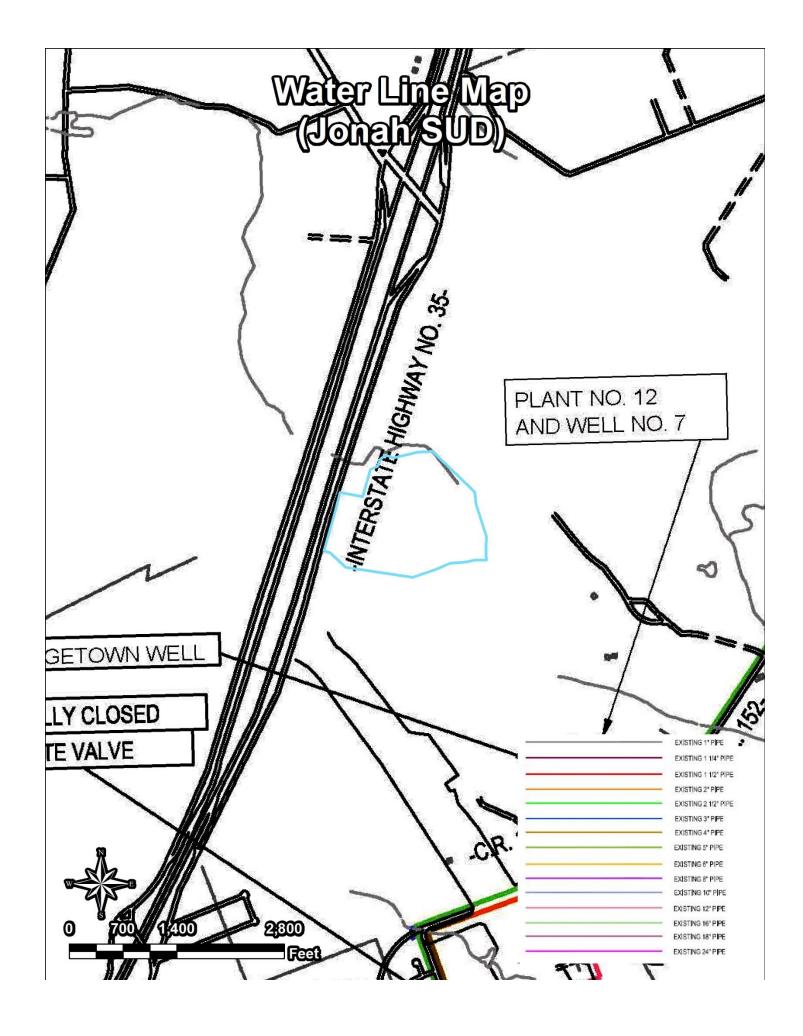


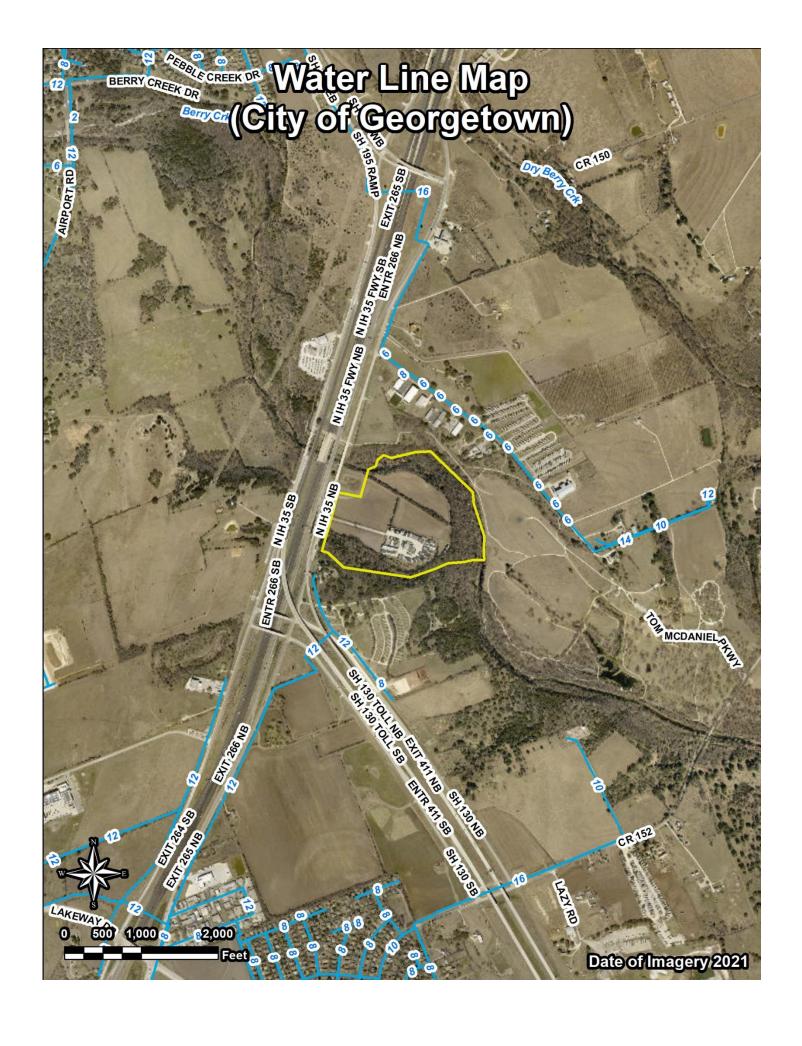




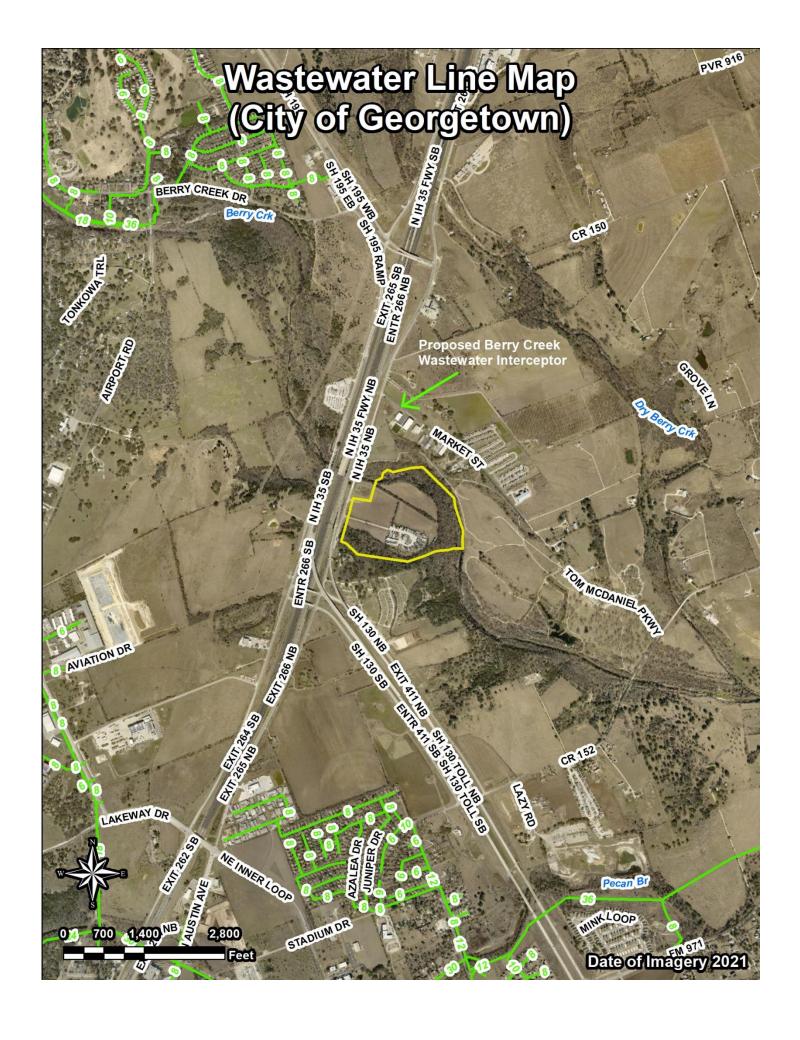


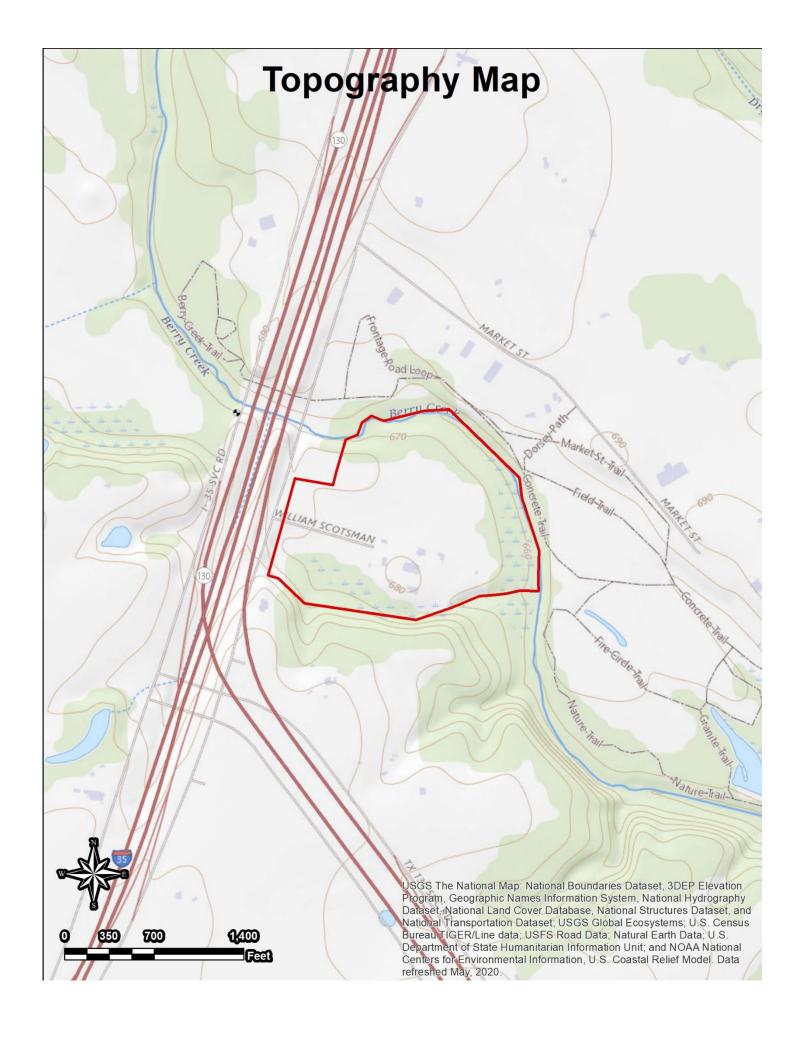


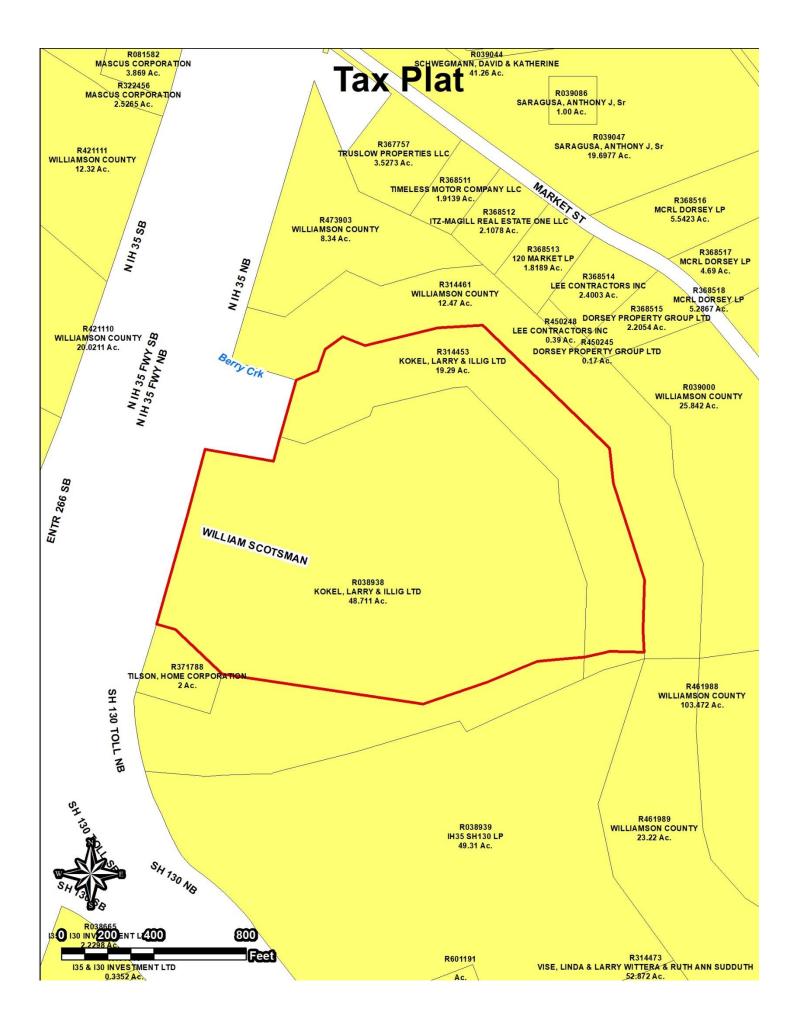












Property	Owner	Property Address	Tax Year	2021 Market Value
R314453	KOKEL LARRY & ILLIGITD	N IH 35 GEORGETOWN TX 78626	2021 -	CERTIFIED \$63 119

2021 GENERAL I	NFORMATION	2021 VALUE INFORMATION	
Property Status	Active	Improvement Homesite Value	\$0
Property Type	Land - Transitional	Improvement Non-Homesite Value	\$0
Legal Description	AW0051 AW0051 - Berry, J. Sur., ACRES 19.29	Total Improvement Market	
Neighborhood	G90TR - GEORGETOWN TRANSITIONAL, EAST OF IH 35	Value	\$0
Account	R-20-0051-0000-0009A		
Related Properties	R038938	Land Homesite Value	\$0
Map Number	2-0826	Land Non-Homesite Value	\$0
2021 OWNER IN	FORMATION	Land Agricultural Market Value	\$63,119
Owner Name	KOKEL, LARRY & ILLIG LTD	Total Land Market Value	\$63,119
Owner ID	00473774		Print
Exemptions	Agriculture Use	Total Market Value	\$63,999rty information
Percent Ownership	100%	Agricultural Use	\$5,845
Mailing Address	404 W 9TH ST #STE 201 GEORGETOWN, TX 78626-5553	Timber Use	\$0
Agent	-	Total Appraised Value	\$0
0.1		Homestead Cap Loss	-\$0
		Total Assessed Value	\$5,845

#### 2021 ENTITIES & EXEMPTIONS

#### Special Exemptions AG - Agriculture Use

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT		TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD			\$0	\$5,845	0	0
CGT- City of Georgetown			\$0	\$5,845	0.401	0
GWI- Williamson CO			\$0	\$5,845	0.400846	0
€ RFM- Wmsn CO FM/RD			\$0	\$5,845	0.04	0
SGT- Georgetown ISD			\$0	\$5,845	1.231	0
TOTALS					2.072846	

Improvement square footage on this page is NOT representative of leasable area utilized for income valuation of commercial properties. For that data please contact our office.

#### **2021 LAND SEGMENTS**

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Wildlife Mgmt. Dry Crop II	D3 - Dry Crop Or Farmland	No	\$63,119	\$5,845	\$0	19.290000 acres
TOTALS						840,272 Sq. ft / 19.290000 acres

#### **VALUE HISTORY**

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	ASSESSED
2020	\$0	\$0	\$0	\$72,701	\$3,704	\$3,704	\$0	\$3,70₽
2019	\$0	\$0	\$0	\$86,805	\$4,861	\$4,861	\$0	\$4,86
2018	\$0	\$0	\$0	\$86,805	\$7,272	\$7,272	\$0	\$7,272

2017	\$0	\$0	\$0	\$86,805	\$7,697	\$7,697	\$0	\$7,697
2016	\$0	\$0	\$0	\$86,805	\$10,841	\$10,841	\$0	\$10,841

#### SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR#	VOLUME/PAGE
3/14/2013	KOKEL,LARRY D & DALE ILLIG	KOKEL, LARRY & ILLIG LTD	2013032595	
3/1/2013	KOKEL,LARRY D & DALE ILLIG	KOKEL, LARRY & DALE ILLIG TR	2014022190	
12/5/1996	BISHOP, LOYOLA ESTATE	KOKEL,LARRY D & DALE ILLIG	9663744	

Property	Owner	Property Address	Tax Year		2021 Market Value
R038938	KOKEL, LARRY & ILLIG LTD	2990 N IH 35, GEORGETOWN, TX 78626	2021 🔻	CERTIFIED	\$1,386,759

	2021 VALUE INFORMATION	NFORMATION	2021 GENERAL II
\$0	Improvement Homesite Value	Active	Property Status
\$93,817	Improvement Non-Homesite Value	C4	Property Type
		AW0051 AW0051 - Berry, J. Sur., ACRES 48.711	Legal Description
\$93,817	Total Improvement Market Value	G90MX - Other-east Georgetown	Neighborhood
		R-20-0051-0000-0009	Account
\$0	Land Homesite Value	P384890, R314453, P491191	Related Properties
\$397,605	Land Non-Homesite Value	2-0826,2-0226	Map Number
\$895,337	Land Agricultural Market Value	FORMATION	2021 OWNER IN
\$1,292,942	Total Land Market Value	KOKEL, LARRY & ILLIG LTD	Owner Name
	Pri	00473774	Owner ID
ormation	Total Market Value <sup>PC</sup> info	Agriculture Use	Exemptions
\$8,897	Agricultural Use	100%	Percent Ownership
\$0	Timber Use	404 W 9TH ST #STE 201 GEORGETOWN, TX 78626-5553	Mailing Address
\$491,422	Total Appraised Value	_	Agent
-\$0	Homestead Cap Loss		Agent
\$500,319	Total Assessed Value		

#### 2021 ENTITIES & EXEMPTIONS

Improvement #1 State Code

#### Special Exemptions AG - Agriculture Use

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		\$0	\$500,319	0	0
CGT- City of Georgetown		\$0	\$500,319	0.401	0
GWI- Williamson CO		\$0	\$500,319	0.400846	0
RFM- Wmsn CO FM/RD		\$0	\$500,319	0.04	0
SGT- Georgetown ISD		\$0	\$500,319	1.231	0
TOTALS				2.072846	

Improvement square footage on this page is NOT representative of leasable area utilized for income valuation of commercial properties. For that data please contact our office.

#### **2021 IMPROVEMENTS** ¥ Expand/Collapse All Homesite

Total Main Area (Exterior Measured) Market Value

-	F1 - Real, Commercial	No	-	\$93	3,817
RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Canopy	1998	4,200	\$37,800	∀ Details
2	Fence Metal	1998	-	\$5,000	¥ Details
3	Open Porch	2012	-	\$1,000	¥ Details
4	Out Bldg	2012	-	\$1,000	∀ Details
5	Canopy	2015	448	\$1,613	∀ Details
6	Base/Gravel Parking	2000	112,000	\$28,000	∀ Details
7	Concrete	2000	5,910	\$11,820	★ Details
8	Concrete	2013	1,896	\$7,584	▼ Details

#### **2021 LAND SEGMENTS**

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Commercial	F1 - Real, Commercial	No	\$325,132	\$0	\$0	325,132 Sq. ft
2 - Vacant Land	E4 - Vacant Acreage (unless platted)	No	\$72,473	\$0	\$0	517,667 Sq. ft
3 - Dry Crop II	D3 - Dry Crop Or Farmland	No	\$579,348	\$5,757	\$0	827,640 Sq. ft
4 - Wildlife Mgmt. Dry Crop II	D3 - Dry Crop Or Farmland	No	\$315,989	\$3,140	\$0	451,412 Sq. ft
TOTALS						2,121,851 Sq. ft / 48.711000 acres

#### VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	ASSESSED
2020	\$44,092	\$377,724	\$421,816	\$850,570	\$5,638	\$427,454	\$0	\$427,454
2019	\$46,413	\$397,605	\$444,018	\$895,336	\$7,399	\$451,417	\$0	\$451,417
2018	\$44,800	\$397,605	\$442,405	\$895,336	\$11,070	\$453,475	\$0	\$453,475
2017	\$44,800	\$397,605	\$442,405	\$895,336	\$11,716	\$454,121	\$0	\$454,121
2016	\$27,000	\$397,605	\$424,605	\$895,336	\$16,502	\$441,107	\$0	\$441,107

#### SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR#	VOLUME/PAGE
3/14/2013	KOKEL,LARRY D & DALE ILLIG	KOKEL, LARRY & ILLIG LTD	2013032595	
3/1/2013	KOKEL, LARRY D & DALE ILLIG	KOKEL, LARRY & DALE ILLIG TR	2014022190	
12/5/1996	BISHOP, LOYOLA ESTATE	KOKEL, LARRY D & DALE ILLIG	9663744	
7/24/1990	BISHOP, LOYOLA	BISHOP, LOYOLA ESTATE	-	PROBATE # 12,923/TEST LETTER

After Recording, Return To: Baird, Crews, Schiller & Whitaker, P.C. 15 North Main Street Temple, Texas 76501

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### SPECIAL WARRANTY DEED

Effective Date:

March 31, 2021

Grantor

(whether one or more):

LARRY KOKEL, also known as LARRY D. KOKEL, a married person, not joined herein by spouse as the below described Property is not now nor has it ever been used, claimed or occupied as our homestead

Grantor's Mailing Address:

LARRY D. KOKEL

404 West 9th Street, Suite 201

Georgetown, Texas 78626-5553 (Williamson County)

Grantee

(whether one or more):

DAS UBER MONTNEY, LLC,

a Texas limited liability company

Grantee's Mailing Address:

DAS UBER MONTNEY, LLC

707 South Rock Street

Georgetown, Texas 78626-5718 (Williamson County)

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, and for which no lien, either express or implied, is retained.

Property:

All Grantor's undivided interest in and to the following described real property:

73.153 acre tract of land being more particularly described in a deed from Donnell Bishop et al to Larry D. Kokel and Dale Illig recorded under Document Number 9663744, Official Public Records, Williamson County Texas; SAVE AND EXCEPT that certain real property being described in a Warranty Deed to Tilson Home Corporation dated June 17, 1997, recorded under Document Number 9727454, described as Lot One, Tilson Subdivision according to a plat recorded in Cabinet O, Slides 263-264, of the Plat Records of Williamson County, Texas; and further SAVE AND EXCEPT that certain real property described in a Special Warranty Deed to the State of Texas dated August 3, 2004, recorded under Document Number 2004086845, Official Public Records, Williamson County, Texas, conveying Part 1 of 0.469 acres and Part 2 of 2.683 acres of land more particularly described in said Special Warranty Deed, known as the "Bishop Property";

SPECIAL WARRANTY DEED

TOGETHER WITH, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise) all right, title and interest, if any, of Grantor as owner of the Property, but not as owner of any other property, in and to:

(i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) all right, title, and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property, and (d) any and all reversionary interests in and to said real property; (viii) any and all of Grantor's undivided interest in the oil, gas and other hydrocarbons and minerals (collectively the "Minerals") that are in and under and that may be produced from the Property (present or reversionary).

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken, if any; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or protrusions or overlapping of improvements; taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

Grantor is conveying the Property and initiating a tax-deferred like-kind exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code, as amended.

When the context requires, singular nouns and pronouns include the plural. Grantor includes Grantor's heirs, successors, and assignees, and Grantee includes Grantee's heirs, successors, and assignees.

By acceptance of this deed, Grantor and Grantee acknowledge that Baird, Crews, Schiller & Whitaker, P.C. ("BCSW") (1) has not ordered or examined title to the Property, (2) has made no other independent investigation of the title to the Property but has prepared this deed based on information and documents furnished to BCSW, and (3) makes no representation or warranty, express or implied, regarding the Property or the validity or quality of its title.

This deed is executed by a party as of the date of his/her/its respective Acknowledgment but is effective as of the Effective Date.

(Signature follows on next page.)

GRANTOR:

(Acknowledgment)

STATE OF TEXAS COUNTY OF WILLIAMSON

This instrument was acknowledged before me on \_ KOKEL.

, 2021, by LARRY D.

Notary Public, State of Texas

PREPARED IN THE LAW OFFICES OF:

Baird, Crews, Schiller & Whitaker, P.C.

Attn: Thomas C. Baird / crm

15 North Main Street

Temple, Texas 76501 www.bcswlaw.com

JEANNIE C. COFFMAN Notary Public, State of Texas Comm. Expires 02-02-2024 Notary ID 1626743

SPECIAL WARRANTY DEED

015208/62616 / 151704/62614

After Recording, Return To: Baird, Crews, Schiller & Whitaker, P.C. 15 North Main Street Temple, Texas 76501

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### SPECIAL WARRANTY DEED

Effective Date:

March 31, 2021

Grantor

ILLIG, LTD.,

(whether one or more):

a Texas limited partnership

Grantor's Mailing Address:

ILLIG, LTD.

707 South Rock Street

Georgetown, Texas 78626-5718 (Williamson County)

Grantee

KOKEL LEGACY, LLC,

(whether one or more):

a Texas limited liability company

Grantee's Mailing Address:

KOKEL LEGACY, LLC

404 West 9th Street, Suite 201

Georgetown, Texas 78626-5553 (Williamson County)

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, and for which no lien, either express or implied, is retained.

#### Property:

All Grantor's undivided interest in and to the following described real property:

73.153 acre tract of land being more particularly described in a deed from Donnell Bishop et al to Larry D. Kokel and Dale Illig recorded under Document Number 9663744, Official Public Records, Williamson County Texas; SAVE AND EXCEPT that certain real property being described in a Warranty Deed to Tilson Home Corporation dated June 17, 1997, recorded under Document Number 9727454, described as Lot One, Tilson Subdivision according to a plat recorded in Cabinet O, Slides 263-264, of the Plat Records of Williamson County, Texas; and further SAVE AND EXCEPT that certain real property described in a Special Warranty Deed to the State of Texas dated August 3, 2004, recorded under Document Number 2004086845, Official Public Records, Williamson County, Texas, conveying Part 1 of 0.469 acres and Part 2 of 2.683 acres of land more particularly described in said Special Warranty Deed, known as the "Bishop Property";

TOGETHER WITH, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise) all right, title and interest, if any, of Grantor as owner of the Property, but not as owner of any other property, in and to:

SPECIAL WARRANTY DEED

(i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to of benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) all right, title, and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property, and (d) any and all reversionary interests in and to said real property; (viii) any and all of Grantor's undivided interest in the oil, gas and other hydrocarbons and minerals (collectively the "Minerals") that are in and under and that may be produced from the Property (present or reversionary).

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken, if any; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or protrusions or overlapping of improvements; taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural. Grantor includes Grantor's heirs, successors, and assignees, and Grantee includes Grantee's heirs, successors, and assignees.

By acceptance of this deed, Grantor and Grantee acknowledge that Baird, Crews, Schiller & Whitaker, P.C. ("BCSW") (1) has not ordered or examined title to the Property, (2) has made no other independent investigation of the title to the Property but has prepared this deed based on information and documents furnished to BCSW, and (3) makes no representation or warranty, express or implied, regarding the Property or the validity or quality of its title.

This deed is executed by a party as of the date of his/her/its respective Acknowledgment but is effective as of the Effective Date.

(Signature follows on next page.)

ILLIG, LTD.,

A Texas Limited Partnership

By Illig Management, L.C.,

A Texas Limited Liability Company,

General Partner

By: Dale Illig, President

(Acknowledgment)

STATE OF TEXAS COUNTY OF WILLIAMSON

This instrument was acknowledged before me on \_\_\_\_\_\_\_\_, 2021, by Dale Illig, in his capacity as President of Illig Management, L.C., a Texas limited liability company, in its capacity as General Partner of Illig, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

JEANNIE C. COFFMAN

Notary Public, State of Texas

Comm. Expires 02-02-2024

Notary ID 1626743

Notary Public, State of Texas

PREPARED IN THE LAW OFFICES OF:

Baird, Crews, Schiller & Whitaker, P.C.

Attn: Thomas C. Baird / crm

15 North Main Street

Temple, Texas 76501

www.bcswlaw.com

SPECIAL WARRANTY DEED

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### Information About Brokerage Services

Texas law requires all real estate licensees 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 subagent 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:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - 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.

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	Buyer/Tenant/Seller/Landlord Initials	Date		

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