



**BRINKMAN**  
COMMERCIAL PROPERTIES

Kerrville, Texas  
821A Earl Garrett  
Tel: 830.896.8888

**LEGAL:**

Banta Subd.,  
Sec. 2, Block 1,  
Lot 2, 0.50  
acres

Dunn Addition,  
Block 1, Lot 2,  
11.68 acs

MH Serial  
#4390112446A  
Label  
#TEX0066476

Owner:  
Tularosa  
Interests, Inc.

**TAXES:**  
2011  
Co \$2,089.42  
KISD \$2,375.51

**TITLE CO:**  
Kerr County  
Abstract & Title

**UTILITIES:**  
City

**ZONING:**  
W2  
(many uses)

**2101 Junction Highway**

**12.18± Acres**  
**\$595,000**



Platted lots with city water & sewer

Irregularly shaped  
with both sides of Goat Creek

Access from both  
Junction Hwy and Arcadia Loop  
Over 700 FT Highway 27 frontage

3.4± acres is in flood plain

All information provided herein is from sources deemed reliable. However, no warranty of representation is made by Brinkman Commercial Properties or Harvey Brinkman. All measurements and figures are approximate. The information provided is subject to errors, omissions, price changes, withdrawal from the market, or other conditions that may affect the value or suitability of the property.



## Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

### **IF THE BROKER REPRESENTS THE OWNER:**

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

### **IF THE BROKER REPRESENTS THE BUYER:**

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

### **IF THE BROKER ACTS AS AN INTERMEDIARY:**

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The

broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salesmen are licensed and regulated by the Texas Real Estate Commission (TREC), if you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, TX 78711 or 512-459-6544.

### **"AS IS" DISCLAIMER**

Seller has not made and does not make and hereby expressly negates and disclaims any representations or warranties, either express or implied, either under common, statute or otherwise, as to the physical condition, layout, footage, expenses, operation or any other matter affecting or relating to the property (except as to title as herein provided and limited), and by acceptance of this deed, grantee hereby expressly acknowledges that no such representations or warranties have been made, that grantee has inspected the property and accordingly grantee expressly agrees, that to the maximum extent permitted by law, the property is conveyed "AS, WHERE IS, AND WITH ALL FAULTS".