

# 77 Acres for Sale—All or Part On Hwy 46 in Seguin

## Ideal logistics location for all of South Central Texas

Ideal site for industrial and/or distribution facility. At the heart of bustling regional development on Hwy 46 in Seguin, less than 1 mile from IH-10, and under 10 miles to IH-35 in New Braunfels.

- Zoned industrial with 5-10 acres of commercial zoning facing Hwy 46
- Rail spur along property edge
- +/- 300' of highly visible frontage on busy Highway 46— +/-15,000 cars/day (TxDOT)



Capital  
Asset  
Properties, L.C.

Call Roger Gray today discuss sales terms:

210-240-4319

Fax: 210-930-1032

Roger@CAProp.net

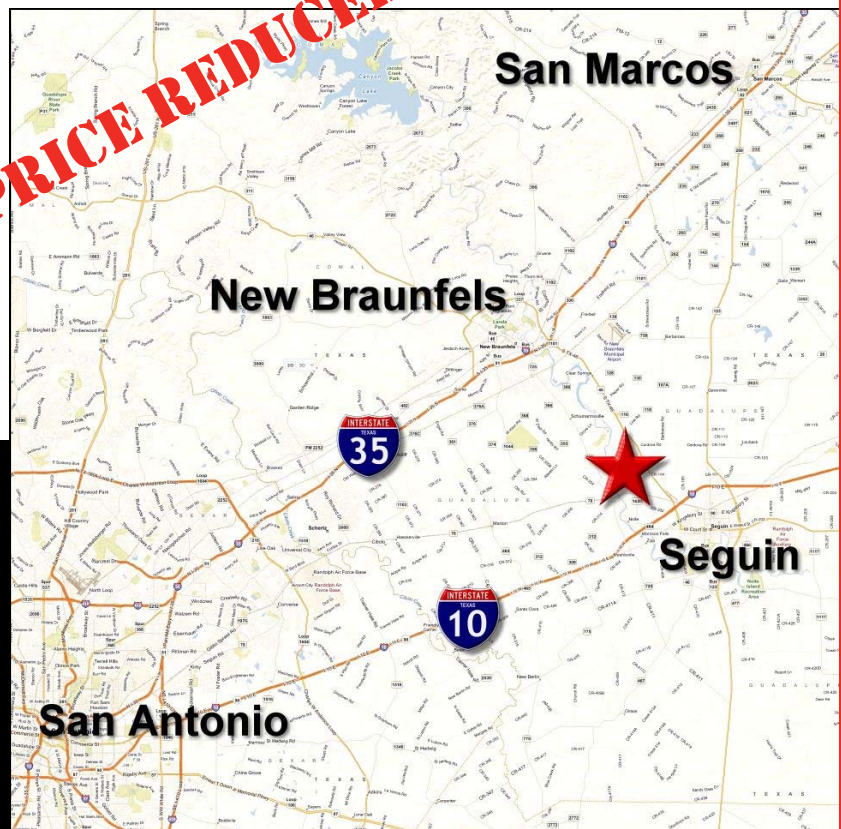
www.CAProp.net

P.O. Box 91318

San Antonio, TX 78209



**PRICE REDUCED!**



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# Major Price Reduction!

Now only \$18,000 an acre



Located at the very heart of the IH-10/IH-35 corridor, this superb industrial site can efficiently service all of South Central Texas. The owner will sell all or part for industrial development, or 5 to 10 acres for commercial development along Hwy 46. Price will vary if the property is subdivided. Call today to discuss your plans and put together a deal.



Call today for an appointment to see this property:

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## **SPECIAL NOTICES AND DISCLAIMERS**

### **BY CAPITAL ASSET PROPERTIES, LC (“BROKER”)**

**AMERICANS WITH DISABILITIES ACT (“ADA”) DISCLOSURE** Among other things, the ADA is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. Broker is not qualified to advise you as to what, if any, changes may be required now, or in the future. Seller/Lessor and Buyer/Tenant should consult their attorneys and qualified design professionals of their choice for information regarding these matters. Broker cannot determine which attorneys or design professionals have the appropriate expertise in this area.

**HAZARDOUS MATERIALS DISCLOSURE** Various construction materials may contain items that have been or may be in the future determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCB's, and asbestos has been used in components such as fire-proofing, heating and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing, dry wall and plaster. Due to prior or current uses of the Property or in the area, the Property may have hazardous or undesirable metals (including aluminum wiring and lead-based paint), minerals, chemicals, hydrocarbons, or biological (including mold) or radioactive items (including electric and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Broker has no expertise in the direction or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Seller/Lessor and Buyer/Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may wish to include in transaction documents regarding the Property.

Although Broker will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground storage tanks on the property, Broker has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document signed by Broker, and makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property. You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

**TITLE ADVICE** If this transaction is a Sale, Buyer hereby acknowledges that Broker advised Buyer by this writing that Buyer should have an abstract covering the real estate upon which the building and the Demised Premises are located examined by an attorney of Buyer's own selection or, at Buyer's option, that Buyer should obtain an Owner's policy of title insurance.

**REPRESENTATIONS** All representations of Broker shall be made in writing and shall be incorporated in a written Purchase and Sale and/or Lease Agreement. All representations, whether expressed or implied, not incorporated in a written Purchase and Sale and/or Lease Agreement shall be null and void.

**ATTORNEY RECOMMENDATION.** Any form(s) provided by Broker for the Purchase and Sale and/or Lease Agreement have been prepared for submission to your attorney, who will review the document and assist you to determine whether your legal rights are adequately protected. Broker is not authorized to give legal or tax advice; no representation or recommendation is made by Broker or its agents or employees as to the legal sufficiency, legal effect or tax consequences of this document or any transaction relating thereto. These are questions for your attorney with whom you should consult before signing any form(s) provided by Broker for the Purchase and Sale and/or Lease Agreement.

Unless otherwise stated in a written document, Broker is acting as a Broker and Representative of the Seller/Lessor of this Subject Property. Broker is not representing the Buyer/Tenant in this Purchase and/or Lease Agreement and should the Buyer/Tenant need additional legal or real estate advice, he should consult with an attorney as set forth above.

Any Purchase and Sale and/or Lease Agreement shall contain all representations of the Broker. Any representation, whether expressed or implied, not contained in a Purchase and Sale and/or Lease Agreement is hereby null and void. Please check all Purchase and Sale and/or Lease Agreements prior to execution for accuracy and completeness.

**IRS CODE SECTION 1031** Both Buyer and Seller may potentially realize financial and tax benefits from exercising their rights to exchange property through a tax deferred exchange, as defined in Section 1031 of the Internal Revenue Code of 1986, as amended. By completing an exchange, the investor (Exchanger) can dispose of their investment property, use all of the equity to acquire replacement investment property of equal or greater value, defer the capital gain tax that would ordinarily be paid, and leverage all of their equity into the replacement property. Consult your tax and legal advisor. Broker is not qualified to give legal or tax advice or to determine whether any other person is properly qualified to provide legal or tax advice.

**IRS CODE SECTION 1445** Sale, lease, and other transactions can have local, state and federal tax consequences for the Seller/Lessor and/or Buyer/Tenant. In the event of a sale, Internal Revenue Code Section 1445 requires that all buyers of an interest in any real property located in the United States must withhold and pay over to the Internal Revenue Service (IRS) an amount equal to ten percent (10%) of the gross sale price within ten (10) days of the date of the sale unless the buyer can adequately establish that the seller was not a foreigner, generally by having the seller sign a Non-Foreign Seller Certificate. Note that depending upon the structure of the transaction, the tax withholding liability could exceed the net cash proceeds to be paid to the seller at closing. Consult your tax and legal advisor. Broker is not qualified to give legal or tax advice or to determine whether any other person is properly qualified to provide legal or tax advice.

**SELLER/LESSOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER/TENANT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

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

## INFORMATION ABOUT BROKERAGE SERVICES

**B**efore 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 contractor 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 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 duties and 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.

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Buyer, Seller, Landlord or Tenant

Date