

**Subject Property**



O'Reilly AUTO PARTS

Walmart

TRACTOR SUPPLY CO.

E Main St



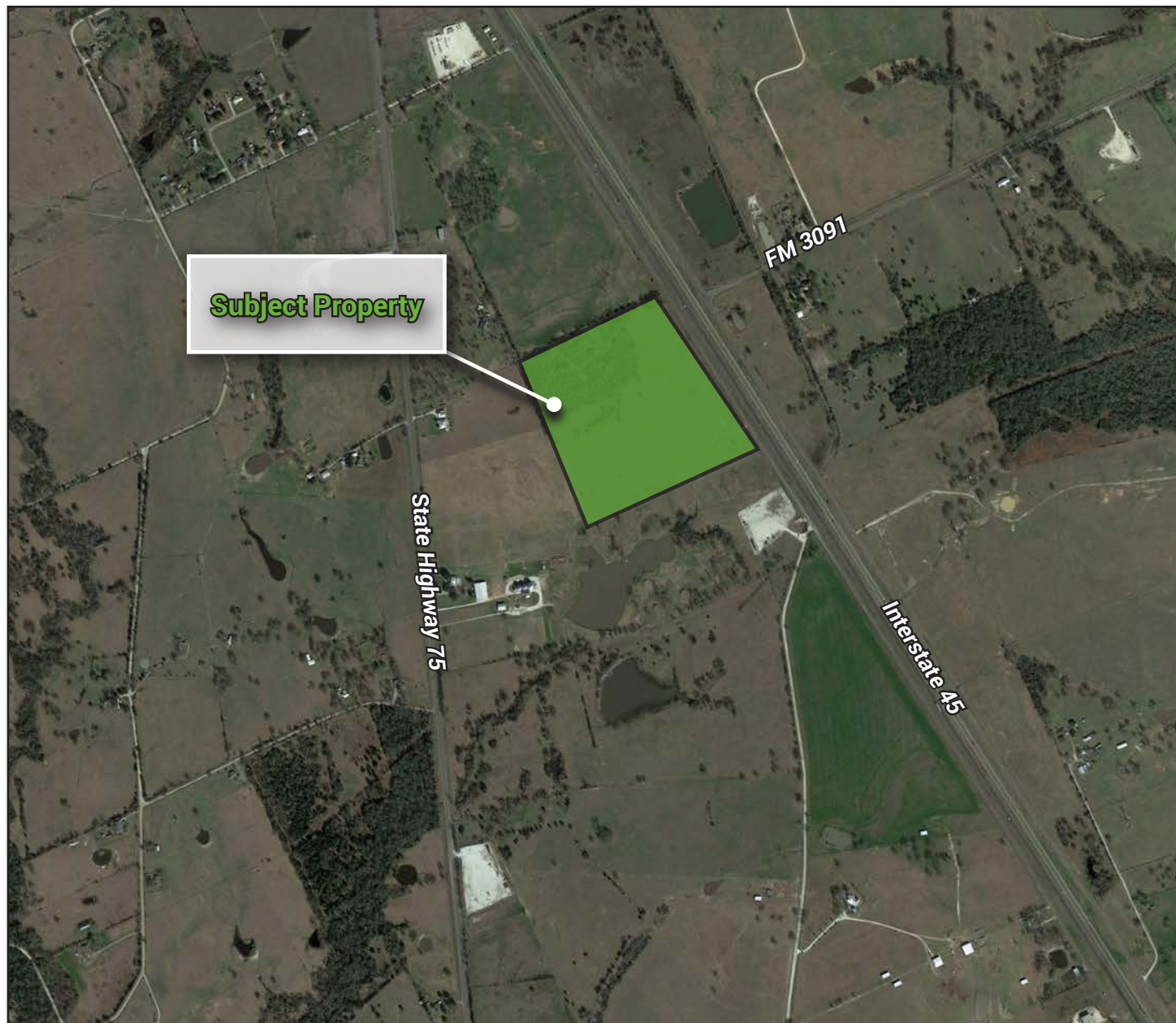
### OFFERING SUMMARY

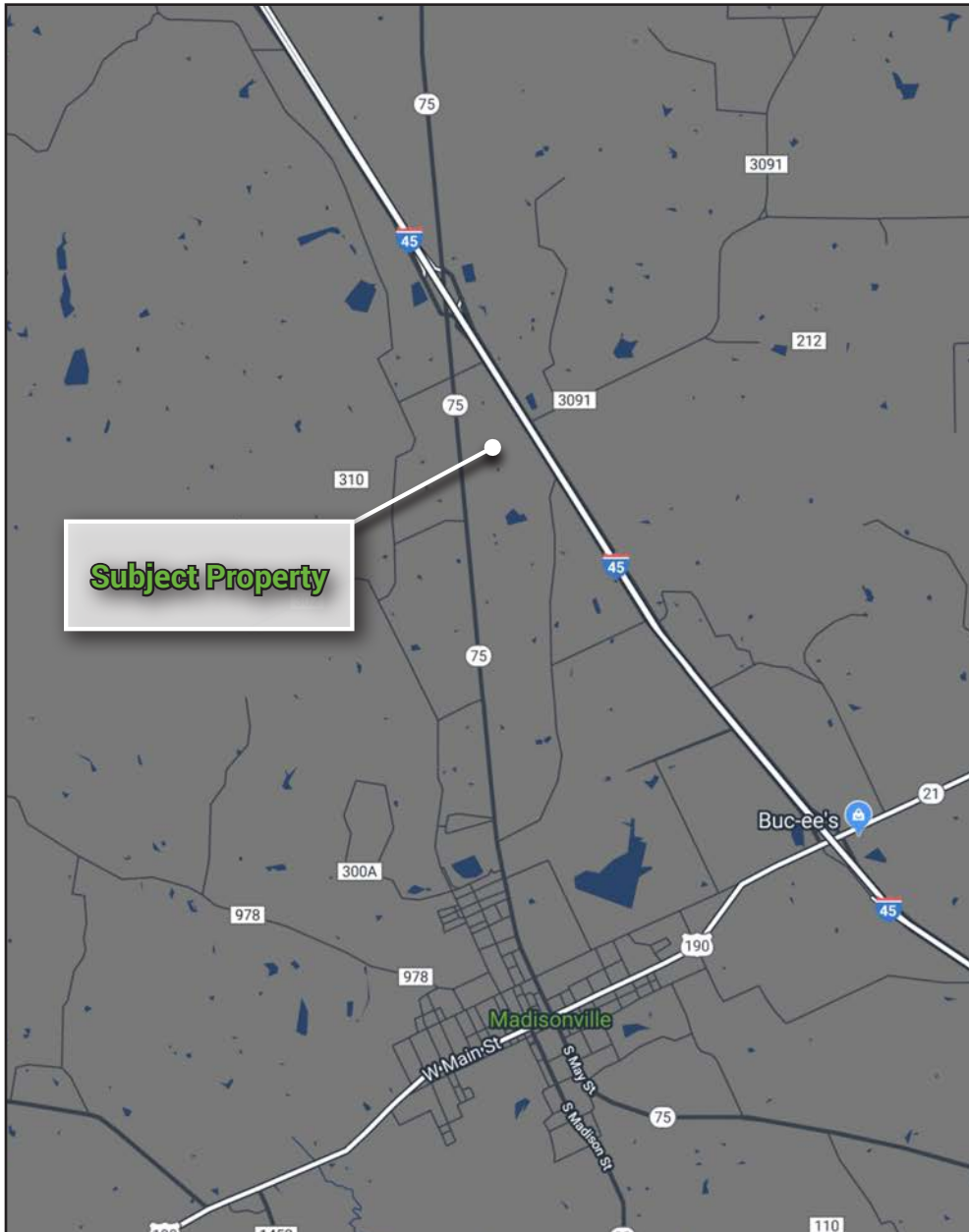
**Sales Price** \$415,000.00

**Price/AC** \$10,375.00

### Property Highlights

- ~1,300' of frontage along the west side of I-45
- Rare large parcel along I-45
- Good mixture of open and wooded space
- Less than three (3) miles from the intersection of I-45 and Highway 21





## PROPERTY INFORMATION

**Size** 40 AC

**Legal Description** A0087 RICHARD DUGLAS TRACT  
26-2 40.0 AC

**ID Number** 21203

**Access** I-45 Frontage Road

**Frontage** ~1,300' of frontage along the  
west side of I-45

**Zoning** None

**Utilities** Electric and water in the area

**Flood Plain** None

## Disclaimer

This Offering Memorandum was prepared by Oldham Goodwin Group, LLC (Broker) solely for the use of prospective purchasers of 40 AC along the west side of I-45, Madisonville, Texas 77864 (Property). Neither the Broker nor the owner of the property (Owner) makes any representations or warranty, expressed or implied, as to the completeness or the accuracy of the material contained in the Offering Memorandum.

The Offering Memorandum is solely a solicitation of interest - not an offer to sell the Property. The Owner and Broker expressly reserve the right to reject any or all expressions of interest or offers to purchase the Property and expressly reserve the right to terminate discussions with any entity at any time with or without notice. The Owner shall have no legal commitment or obligations to any entity that is reviewing the Offering Memorandum or making an offer to purchase the Property unless and until such an offer for the Property is approved by the Owner and the signature of the Owner is affixed to a Real Estate Purchase Agreement prepared by the Owner.

This Offering Memorandum is confidential. By accepting the Offering Memorandum, you agree that you will hold the Offering Memorandum and its contents in the strictest confidence, that you will not copy or duplicate any part of the Offering Memorandum, that you will not disclose the Offering Memorandum or any of its contents to any other entity without the prior written authorization of the Owner, and that you will not use the Offering Memorandum in any way detrimental to the Owner or Broker.

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs. This investment involves various risks and uncertainties.

You should purchase interest only if you can afford a complete loss of your investment you should carefully consider the risk factors involved in this investment. You may not receive any income from this investment nor a complete return of all your investment. Historical or current real estate performance is no guarantee of future real estate investment product results.

# 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 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.

Oldham Goodwin Group, LLC

Licensed Broker/Broker Firm Name or Primary  
Assumed Business Name

532457

Licensed No.

Casey.Oldham@OldhamGoodwin.com

Email

(979) 268-2000

Phone

Designated Broker of Firm

Licensed No.

Email

Phone

Licensed Supervisor of Sales Agent/Associate

Licensed No.

Email

Phone

Sales Agent/Associate's Name

Licensed No.

Email

Phone

Buyer / Tenant / Seller / Landlord Initials

Date



**For More Information About This Property,  
Please Contact**

**OLDHAM GOODWIN GROUP**

**Jeremy Richmond, CCIM**

**Managing Director | Land Services**

**O: 979.268.2000**

**E: [Jeremy.Richmond@OldhamGoodwin.com](mailto:Jeremy.Richmond@OldhamGoodwin.com)**

**Mason Schieffer, ACP**

**Associate | Land Services**

**O: 979.268.2000 | C: 979.255.6205**

**E: [Mason.Schieffer@OldhamGoodwin.com](mailto:Mason.Schieffer@OldhamGoodwin.com)**

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**Bryan / College Station**

2800 South Texas Avenue, Suite 401  
Bryan, Texas 77802  
O: 979.268.2000

**Houston**

7102 West Sam Houston Parkway N, Suite 230  
Houston, Texas 77040  
O: 281.256.2300

[www.OldhamGoodwin.com](http://www.OldhamGoodwin.com)



**San Antonio / South Texas**

200 East Grayson Street, Suite 102  
San Antonio, Texas 78215  
O: 210.404.4600