TEXAG Real Estate Services, Inc. 404 W. 9<sup>th</sup> Street, Suite 201 Georgetown, Texas 78626 Phone: 512-930-5258 Fax: 512-930-5348 www.texag.com



<u>BROKER:</u> Larry D. Kokel – Cell 512-924-5717 <u>info@texag.com</u>

SALESMAN: Ron Leps – Cell 512-869-6766 ron@texag.com

# PROPERTY FOR SALE: 129.3 ACRES County Road 217 Williamson County - Florence, Texas

# LOCATION:

The property is located along the south side of CR 217, approximately 4.7 miles west of Florence, Texas or 2.0 miles north of Andice. Land lies 1.0 mile east of U.S. 183.

## LEGAL:

129.3 acres out of the James Ware Survey, A-645 in Williamson County, Texas. Being the north ±129.3 acres along CR 217 out of 173.11 acres in Partition Warranty Deed recorded in Document #2014012408 of Williamson County Deed Records (Deed Attached).

## FRONTAGE:

The subject contains approximately 2,668 feet of frontage along the south side of CR 217.

## UTILITIES:

The subject is within the City of Georgetown (Chisholm Trail) water service area with the nearest line being located along the east side of CR 223 and the north side of CR 215. Sewer would require a septic system.

## SCHOOL DISTRICT:

Florence ISD

#### TAXES:

2019 taxes (R010503 part) – Approximately \$72 based on WCAD. The subject property is under Ag Valuation. Land is leased to the adjacent landowner (family) for livestock grazing at \$10.40/acre/year. Lease subject to cancellation upon closing with prior 30-day notice.

#### **MINERALS:**

Owner believed to own all minerals, subject to title review.

# FLOOD PLAIN:

Based on data obtained from the FEMA National Flood Insurance Digital Flood Insurance Rate maps for Williamson County, Texas, the tract is not within the 100-year floodplain area (Note attached map).

# **RESTRICTIONS:**

The Deed from the seller shall contain a restriction that no mobile homes being a manufactured home requiring titling or statement of ownership through TDHCA (Texas Department of Housing and Community Affairs) to be moved onto property. This restriction shall expire after 20 years from date of deed.

#### COMMENTS:

Land is of rolling limestone terrain with a mixture of cedar and limited scattered oaks.

# PRICE: \$1,099,050 or \$8,500 per surveyed acre.

# COMMISSION: 3% to Buyer's Broker provided Broker is identified by prospective Buyer at first showing.

Contact: <u>TEXAG Real Estate Services, Inc.</u> <u>www.texag.com</u> Larry D. Kokel Ph: 512-930-5258 Cell# 512-924-5717 Ron Leps Ph: 512-930-5258 Cell# 512-869-6766

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.



















11/2/2015



# **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;
    - o 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.

| TexAg Real Estate Services, Inc                      | . 368153                                       | info@texag.com                                    | (512)930-5258                       |
|--|--|---|-------------------------------------|
| Licensed Broker /Broker Firm Name                    | or License No.                                 | Email   | Phone                               |
| Primary Assumed Business Name<br>Larry Don Kokel     | 216754   | info@texag.com                                    | (512)930-5258                       |
| Designated Broker of Firm                            | License No.                                    |   | Phone                               |
| Licensed Supervisor of Sales Agent<br>Associate      | License No.                                    | Email   | Phone                               |
| Sales Agent/Associate's Name                         | License No.                                    | Email   | Phone                               |
| _  | Buyer/Tenant/Seller/Landlor                    | d Initials Date                                   |                                     |
| Regulated by the Texas Real Es                       | tate Commission                                | Information av                                    | vailable at www.trec.texas.gov      |
| TXR-2501   |  |   | IABS 1-0 Date                       |
| TexAg Real Estate Services, Inc. 404 West 9th Street |  | Phone: (512)930-5258                              | Fax: (512)930-5348 Todd Brown 129.3 |
| Larry Kokel Prod                                     | uced with zipForm® by zipLogix 18070 Fifteen M | Alle Road Fraser Michigan 48026 www.zipl.ogiv.com | 0                                   |

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Georgetown Title Company. Inc.

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.

# PARTITION WARRANTY DEED

Date: Effective as of November 1, 2013

**Grantor**: JOHN PHILLIP McEVOY, a single person and LAURA LEIGH McEVOY, a single person, both residents of Dallas County, Texas, and MARY LOU BROWN, a single person, and resident of Williamson County, Texas

Grantor's Mailing Address (including county): C/o Stump & Stump, 803 Main Street, Georgetown, Texas 78626 (Williamson)

Grantee: TODD BENNETTE BROWN, a single person

Grantee's Mailing Address (including county):

281 Anderson Road, King of Prussia, PA 19406 (Montgomery)

**Consideration**: TEN AND NO/100 DOLLARS (10,00) and other valuable consideration to the undersigned paid by the Grantee, the receipt of which is hereby acknowledged, and for which no liens, expressed or implied, are herein retained, and additional consideration of the partition of certain jointly owned real property located in Williamson County, Texas, between Grantee and Grantor as evidenced by the conveyance of severed interests in such estate properties to Grantor described in Exhibits "B" and "C," which is attached hereto, and incorporated by reference herein.

**Property** (including any improvements): All of Grantor's right, title and interest in the following described property:

BEING 173.11 acres of land out of the James Ware Survey, Abstract No. 645, in Williamson County, Texas, and being out of a 476.171 acre tract of land, more or less, comprised of two tracts of land described as (1) 132.16 acre tract of land, more or less, described in that certain deed from Ruby Pigott to J.C. Brown dated November 10, 1961, of record in Vol. 447, Page 583, et seq of the Deed Records of Williamson County, Texas; and (2) 346.5 acre tract, more or less, described in that certain deed from Lena Brown Wormack, et al, to J.C. Brown dated October 20, 1951, of record in Vol. 373, Pg. 600, et seq, of the Deed Records of Williamson County, Texas, with said 173.11 acre tract being more particularly described by metes and bounds on Exhibit "A", attached hereto, incorporated by reference herein and made a part hereof for all purposes.

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#### **Reservations from and Exceptions to Conveyance and Warranty:**

Any and all restrictions, covenants, conditions, easements, mineral and royalty interest, if any, of record in Williamson County, Texas, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned county and state, and to all regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect relating to the hereinabove described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of our undivided interest in the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular all of Grantor's undivided interest in the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claim or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

The Grantee is joining in this partition warranty deed to (1) evidence Grantee's agreement this division of their jointly owned real property into three separate tracks, with Grantor Mary Lou Brown receiving Exhibit "B" and Grantor John Phillip McEvoy and Laura Leigh McEvoy receiving Exhibit "C" and (2) Grantee accepts the property as set forth evidenced on Exhibit "A" as Grantee's part of that division.

GRANTOR:

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STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on JAH. 30, 2014 by MARY LOU BROWN.

Joann Hall Notary Public, State of Texas

| ST Putte | JO ANN HALL                   |
|----------|-------------------------------|
| Λ.       | Notary Public, State of Texas |
| X        | My Commission Expires         |
| 100      | September 30, 2017            |

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|   |   |
| GRANTOR:  |   |
|   | Nehelboth   |
|   | JOHN PHILLIP MEEVOY   |
| STATE OF TEXAS                                  |   |
| COUNTY OF DAUAS                                 | and the first   |
| This instrument was acknowledge PHILLIP McEVOY. |   |
|   | LEEANNE REVELL<br>Notary Public, State of Texas<br>My Commission Expires<br>March 22, 2017<br>Notary Public, State of Texas |
| GRANTOR   | Mule  |
|   | LAURA LEIGH MCEVOY  |
|   |   |
| STATE OF TEXAS                                  | ed before me on <u>FCbrUUNJ [4</u> , 2014 by LAURA  |
| This instrument was acknowledg<br>LEIGH McEVOY. | ed before me on <u>FUDUUUU</u> , 2014 by LAURA  |
|   | Notary Public, State of Texas   |
|   | LEEANNE REVELL<br>Notary Public, State of Texas<br>My Commission Expires<br>March 22, 2017                                  |
|   | Minell  |

GRANTEE

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Sold B Brown

**TODD BENNETTE BROWN** 

STATE OF <del>TEXAS</del> **/**A

COUNTY OF MONTGOMERY

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This instrument was acknowledged before me on <u>November</u> 30, 2013, by TODD BENNETTE BROWN.

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Notary Public, State of Texas PA

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL JOANNA C. FAVORS, Notary Public Upper Merion Township, Montgomery County My Commission Expires April 8, 2014

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## EXHIBIT "A" PROPERTY DESCRIPTION

BEING 173.11 acre tract out of the James Ware Survey, Abstract No. 645, in Williamson County, Texas, being out of the division of the properties deeded to Mary Lou Brown by deed of record in Document No. 2008048212 of the Official Public Records of Williamson County, Texas; and the deed to Donald P. McEvoy, Trustee of the Helen Brown McEvoy Family Trust and Todd Bennette Brown of record in Document No. 2010071276 of the Official Records of Williamson County, Texas.

BEGINNING at a 1/2" iron rod set in the north margin of County Road 215 for the southeast corner of this tract, being the southwest corner of the 166.48 acre tract described on Exhibit "B," that bears S71°00'02"W 1600.64 feet (Referenced Bearing), S71°00'02"W 145.19 feet, S68° 18'01"W 79.08 feet, S71°33'18"W 351.75 feet and S71°00'37"W 813.99 feet from the southeast corner of that certain 100 acres, First Tract as described in Volume 373, Page 600 of the Deed Records of Williamson County, Texas.

THENCE S71°00'37"W 866.56 feet to a 1/2"iron rod found at a fence corner in the north margin of County Road 215, for the southwest corner of this tract, being a corner of a tract deeded to Lynn Ray Gray, of record in Volume 2281, Page 888, et seq, of the Official Public Records of Williamson County, Texas.

THENCE N19°14'20"W 2252.62 feet to a fence corner for a corner of this tract, being the northwest corner of the said Gray tract.

THENCE S71°06'03"W 582.88 feet, a fence corner, and S71°18'19"W 1313.27 feet to a 1/2" iron rod found at a fencer corner for a corner of this tract, being the southwest corner of a 126.16 acre tract described in Volume 447, Page 583, and being the northwest corner of said Gray tract and in the east line of a tract deeded to Austin 3 Investments, LLC, of record under Document No. 2006092892 of the Official Public Records of Williamson County, Texas.

THENCE N18°19'37"W 910.94 feet, a fence corner, and N18°17'55"W 1228.06 feet to a 1/2" iron rod found in the south margin of County Road 217 for the northwest corner of this tract, being the northwest corner of the said 126.16 acre tract and being the northeast corner of said Austin 3 Investments, LLC tract.

THENCE with the south margin of County Road 217, as fenced, N71°44'51"W 1128.45 feet, a fence corner, N78°34'50"E 789.65 feet, a fence corner and N70°22'06"E 749.63 feet to a 1/2" iron rod set for the northeast corner of this tract, being the northwest corner of the 166.48 acre tract described on Exhibit "B ("

THENCE S20°08'39"E 4289.84 feet to the PLACE OF BEGINNING and containing 173.11 acres of land.

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## **EXHIBIT "B" PROPERTY DESCRIPTION**

BEING 166.48 acre tract out of the James Ware Survey, Abstract No. 645, in Williamson County, Texas, being out of the division of the properties deeded to Mary Lou Brown by deed of record in Document No. 2008048212 of the Official Public Records of Williamson County, Texas, and the deed to Donald P. McEvoy, Trustee of the Helen Brown McEvoy Family Trust and Todd Bennette Brown of record in Document No. 2010071276 of the Official Records of Williamson County, Texas.

BEGINNING at a 1/2" iron rod set in the north margin of County Road 215 for the southeast corner of this tract, being the southwest corner of the 137.11 acre tract described on Exhibit "C," that bears S71°00'02"W 1600.64 feet (Referenced Bearing) from the southeast corner of the tract of 100 acres (First Tract) as described in Volume 373, Page 600 of the Deed Records of Williamson County, Texas.

THENCE along the north margin of County Road 215, as fenced, \$71°00,02W 145.19 feet, a fence corner, S 68°18'01" W 79.08 feet, a fence corner, S71°33'18"W 351.75 feet, a fence corner, S71°00'37"W 813.99 feet to a 1/2" iron rod set in the north margin of County Road 215 for the southwest corner of this tract.

THENCE N 20°08'39"W 4289.84 feet to a 1/2" iron tod set in the south margin of County Road 217 for the northwest corner of this tract.

THENCE with the south margin of County Road 217, as fenced, N70°22'04" E 735.94 feet, a fence corner, N55°42'29"E 40.67 feet, a fence corner, and N 70°00'16"E 1203.03 feet to a 1/2" iron rod set for the northeast corner of the 137.11 acre tract-described in Exhibit "C."

THENCE S12°22'46"E 4357.62 feet to the PLACE OF BEGINNING and containing 166.48 acres of land.

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## EXHIBIT "C" PROPERTY DESCRIPTION

BEING 137.11 acre tract out of the James Ware Survey, Abstract No. 645, in Williamson County, Texas, being out of the division of the properties deeded to Mary Lou Brown by deed of record in Document No. 2008048212 of the Official Public Records of Williamson County, Texas, and the deed to Donald P. McEvoy, Trustee of the Helen Brown McEvoy Family Trust and Todd Bennette Brown of record in Document No. 2010071276 of the Official Records of Williamson County, Texas.

BEGINNING at a 3/8ths" iron rod found at a fence corner, for the southeast corner of this tract, in the northwest corner of the intersection of County Road 215 and County Road 223, being the southeast corner of the tract of 100 acres described as First Tract in Volume 373, Page 600, the Deed Records of Williamson County, Texas.

THENCE with the north margin of County Road 215 S 71°00'02"W 1600.64 feet to a 1/2" iron rod set for the southwest corner of this tract.

THENCE N 12°22'46" W 4357.62 to a 1/2" iron rod set in the south margin of County Road 217 to the northwest corner of this tract.

THENCE with the south margin of County Road 217 N  $70^{\circ}00^{\circ}16$ "E 1114.64 feet to a 1/2" iron rod found and S  $79^{\circ}03'58$ "E 45.33 feet to a 1/2" iron rod found at the southwest corner of the intersection of County Road 217 and County Road 223;

THENCE S 18°15'52"E 4325.69 feet to the PLACE OF BEGINNING and containing 137.11 acres of land.

CAH Georgetown Title Company, Inc

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