

Belt Line Rd 14,561 VPD (19)

Lancaster E.S.  
572 Students

1,702 VPD (19)

Main St

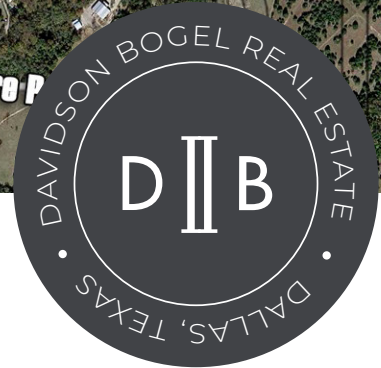
**SITE**

Future Bluegrove Rd

Dallas Ave

6,144 VPD (19)

Future P



# 1100 W. MAIN ST.

LANCASTER, TX | DALLAS COUNTY | LANCASTER I.S.D | LAND FOR SALE

**COLLINS MEIER**  
CMeier@db2re.com  
214.526.3626 x 114

**RYAN TURNER**  
RTurner@db2re.com  
214.526.3626 x 105

Any projections used are speculative in nature and do not represent the current or future performance of the site and therefore should not be relied upon. We make no guarantee or warranty regarding the information contained in this flyer. You and your advisors should perform a detailed, independent, investigation of the property to determine whether it meets your satisfaction and the Seller expressly disclaims any representation or warranty with respect to the accuracy of the Submission Items, and Buyer acknowledges that it is relying on its own investigations to determine the accuracy of the Submission Items. Davidson & Bogel Real Estate, LLC. 2024





# PROPERTY INFORMATION

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SIZE:  
± 125 AC



TRAFFIC COUNTS:  
Main St: 1,702 VPD  
Belt Line Rd: 14,561 VPD



ZONING:  
AG



UTILITIES:  
Available Along Main St.

# DEMOGRAPHICS

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	1 Mile	2 Miles	3 Miles
2024 Population	6,979	23,737	40,640
% Proj Growth 2024-2029	-0.58%	0.06%	0.49%
2024 Average HH Income	\$95,103	\$80,657	\$85,116
2024 Median HH Income	\$72,137	\$60,597	\$65,435

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Davidson & Bogel Real Estate, LLC 2024



**LEGAL DESCRIPTION:**  
**BEING** a 5,451.915 acre tract or 125.150 acre tract of land situated in the Arthur Eldridge Survey, Abstract No. 449, in the City of Lancaster, Texas, and being all of that tract of land conveyed to J.F. Ray and H.T. Young by deed recorded in Volume 3055, Page 178 of the Deed Records of Dallas County, Texas, and except the Right-of-Way dedication printed in Volume 2260, by deed recorded in Volume 4633, Page 234 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

**BEGINNING** at the northwest corner of said 125.150 acre tract, and being the northeast corner of a tract of land conveyed to Texas Utilities Electric Co., and being in the south line of W. Main Street (07' Right-of-Way);

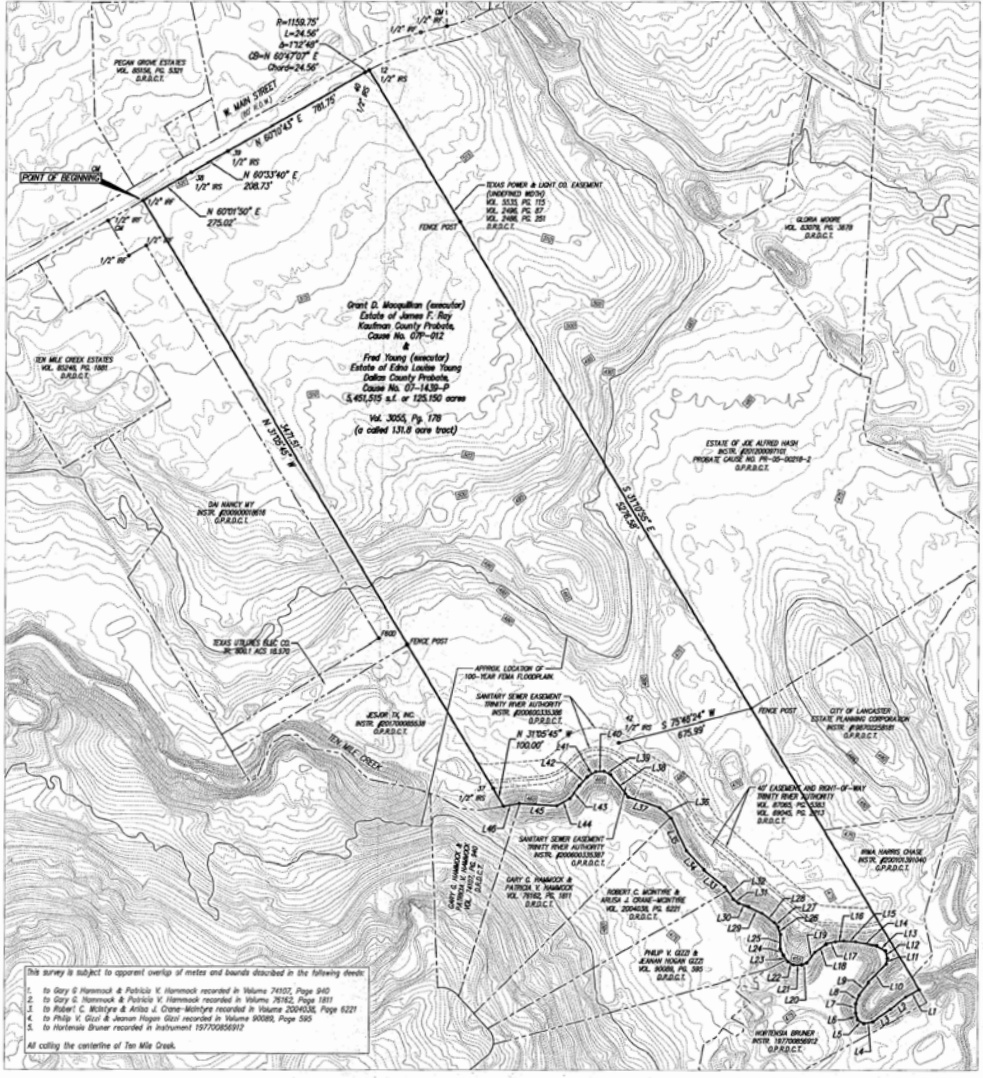
**THENCE** along the north line of said 125.150 acre tract, some being the south line of W. Main Street, the following courses and distances:  
North 60°57'30" East, a distance of 275.00 feet, to a 3" iron rod set with yellow plastic cap stamped "501 PRS-3847";  
North 60°13'48" East, a distance of 208.73 feet, to a 3" iron rod set with yellow plastic cap stamped "501 PRS-3844";  
North 60°17'43" East, a distance of 781.75 feet, to a 3" iron rod with yellow plastic cap stamped "502 RPLS 3664"; set in the beginning of a curve to the right having a radius of 1159.75 feet, and a delta angle of 0°42'42";

**Continuing along said curve to the right, an arc distance of 24.56 feet** (Chord bears: North 60°47'07" East, a distance of 24.56 feet), to a 3" iron rod with yellow plastic cap stamped "501 RPLS 3664" set in the northeast corner of said 125.150 acre tract, same being the northeast corner of a tract of land conveyed to the Estate of the late by Instrument #00100039701 of the Official Public Records of Dallas County, Texas;

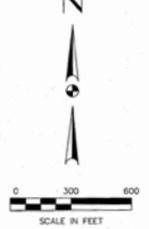
**THENCE** along the east line of said 125.150 acre tract, and generally along an old barbed wire fence, South 37°50'37" East, a distance of 106.10 feet to said North Inset, passing at a distance of 871.80 feet a wooden fence post, passing at a distance of 366.67 feet a wooden fence post from which a 3" iron rod set with yellow plastic cap stamped "501 RPLS 3664" bears South 75°48'21" West, a distance of 612.93 feet, to a 3" iron rod set with yellow plastic cap stamped "501 RPLS 3664" set in the northeast corner of a tract of land conveyed to the City of Lancaster and described in deed recorded in Instrument #00100025816 of the Official Public Records of Dallas County, Texas, along the west line of said Lancaster tract, passing at a distance of 4362.96 feet, the southwest corner of said Lancaster tract, same being the north corner of a tract of land conveyed to the City of Lancaster and described in Instrument #00100330940 of the Official Public Records of Dallas County, Texas, along the west line of said North Inset, and continuing for a total distance of 5276.58 feet, to a point in the center of Ten Mile Creek, and being the south line of said 125.150 acre tract;

**THENCE** along the centerline of Ten Mile Creek, same being the south line of said 125.150 acre tract, the following courses and distances:  
South 61°59'29" West, a distance of 74.86 feet; South 50°37'18" West, a distance of 87.97 feet; South 52°29'07" West, a distance of 106.50 feet; South 70°27'17" West, a distance of 46.18 feet; North 52°30'21" West, a distance of 35.07 feet; North 17°02'25" West, a distance of 32.50 feet; South 60°06'50" East, a distance of 46.80 feet; North 21°50'45" East, a distance of 45.90 feet; North 38°12'32" East, a distance of 73.89 feet; North 41°27'38" East, a distance of 126.85 feet; North 11°53'01" East, a distance of 26.42 feet; North 15°17'34" West, a distance of 40.22 feet; North 61°44'16" West, a distance of 48.65 feet; North 80°58'31" West, a distance of 106.01 feet; North 48°23'55" West, a distance of 56.39 feet; South 85°29'37" West, a distance of 41.61 feet; South 70°25'24" West, a distance of 47.62 feet; South 65°57'54" West, a distance of 65.86 feet; South 38°35'45" West, a distance of 65.89 feet; South 63°17'34" West, a distance of 26.57 feet; North 88°17'25" West, a distance of 41.69 feet; North 58°37'24" West, a distance of 23.18 feet; North 20°22'25" West, a distance of 38.68 feet; North 24°24'46" West, a distance of 24.20 feet; North 61°07'07" East, a distance of 68.88 feet; North 18°18'39" West, a distance of 39.68 feet; North 29°39'18" East, a distance of 23.56 feet; North 15°13'55" West, a distance of 76.89 feet; North 41°47'47" East, a distance of 53.82 feet; North 72°39'11" West, a distance of 51.83 feet; North 52°40'23" West, a distance of 32.89 feet; North 34°49'58" West, a distance of 26.88 feet; North 50°10'04" West, a distance of 132.83 feet; North 43°19'29" West, a distance of 27.27 feet; North 23°17'57" West, a distance of 207.85 feet; North 47°43'27" West, a distance of 77.48 feet; North 71°24'11" West, a distance of 165.52 feet; North 38°35'43" West, a distance of 132.89 feet; North 61°39'46" West, a distance of 37.21 feet; South 87°25'38" West, a distance of 40.21 feet; North 88°17'17" West, a distance of 61.68 feet; South 67°28'18" West, a distance of 68.87 feet; South 30°29'14" West, a distance of 77.58 feet; South 60°47'18" West, a distance of 74.00 feet; North 88°17'41" West, a distance of 187.10 feet; South 79°27'11" West, a distance of 78.80 feet, to a point in the southeast corner of said 125.150 acre tract, and being in the north line of a tract of land conveyed to Gary C. Hamrick & Patricia K. Hamrick by deed recorded in Volume 74107, Page 940 of the Deed Records of Dallas County, Texas, and being the southeast corner of a tract of land conveyed to JESCOR, INC. by deed recorded in Instrument #20170005535 of the Official Public Records of Dallas County, Texas;

**THENCE** along the west line of said 125.150 acre tract, North 31°59'43" West, passing at a distance of 100.00 feet a 3" iron rod set with yellow plastic cap stamped "501 RPLS 3664", along the west line of said JESCOR tract, passing at a distance of 125.53 feet a wooden fence post, being the northeast corner of said JESCOR tract, and being the southeast corner of said Texas Utilities Electric tract, along the east line of Ten Mile Creek, and continuing for a total distance of 5471.51 feet to the POINT OF BEGINNING and containing 5,451.915 square feet or 125.150 acre tract, more or less.



This survey is subject to apparent overlaps of notes and bounds described in the following deeds:  
1. to Gary C Hamrick & Patricia K Hamrick recorded in Volume 74107, Page 940  
2. to Gary C Hamrick & Patricia K Hamrick recorded in Volume 71812, Page 1811  
3. to Robert C. Montgomery & Anita J. Montgomery recorded in Volume 226452, Page 6221  
4. to Philip K. Gizl & Jennifer Hodges recorded in Volume 90088, Page 585  
5. to Harriette Bruner recorded in Instrument 19770006912  
All coterminous with the centerline of Ten Mile Creek.

  
**CAUTION!!**  
CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. REAS3811.ORG

Line #	Length	Direction	Line #	Length	Direction
L1	74.86	S 61°59'29" W	L24	34.23	N 24°29'48" W
L2	87.97	S 52°29'07" W	L25	68.88	N 61°07'07" E
L3	106.50	S 70°27'17" W	L26	38.68	N 18°18'39" W
L4	46.18	N 52°30'21" W	L27	26.54	N 38°59'18" W
L5	35.07	N 17°02'25" W	L28	76.49	N 43°19'29" W
L6	32.50	N 17°02'25" W	L29	73.89	N 64°14'24" W
L7	46.80	N 60°06'50" E	L30	51.83	N 52°40'23" W
L8	45.90	N 21°50'45" E	L31	32.89	N 52°40'23" W
L9	73.89	N 41°27'38" E	L32	76.08	N 34°49'58" W
L10	126.85	N 11°53'01" E	L33	132.83	N 50°10'04" W
L11	26.42	N 15°17'34" E	L34	107.10	N 43°19'29" W
L12	40.22	N 15°17'34" E	L35	176.83	N 29°39'18" W
L13	48.65	N 61°44'16" W	L36	77.48	N 47°43'27" W
L14	106.01	N 48°23'55" W	L37	165.52	N 71°24'11" W
L15	56.39	N 85°29'37" W	L38	138.00	N 38°59'18" W
L16	41.61	S 85°29'37" W	L39	37.21	N 61°39'46" W
L17	47.62	S 70°25'24" W	L40	42.21	S 87°25'38" W
L18	65.86	S 65°57'54" W	L41	50.88	S 58°17'17" W
L19	65.89	S 38°35'45" W	L42	58.87	S 47°28'18" W
L20	26.57	S 63°17'34" W	L43	77.58	S 30°29'14" W
L21	41.69	N 88°17'41" W	L44	74.00	S 60°47'18" W
L22	31.18	N 58°37'24" W	L45	187.10	N 88°17'41" W
L23	38.68	N 38°32'29" W	L46	78.80	S 79°27'11" W

**TITLE SURVEY**  
**1100 W. MAIN ST.**  
**LANCASTER, TX 75146**

**DATE:** 06/28/2017  
**ADDITIONAL DATE:** 06/28/2017  
**DRAWN BY:** JMS  
**CHECKED BY:** JMS

**Salcedo Group, Incorporated**  
**Civil Engineers - Surveyors**  
Professional Seal: 3664  
State: TEXAS  
Phone: (214) 412-1152, Fax: (214) 412-2658  
www.salcedogroup.com



**Land Title Survey**  
**125.150 ACRE TRACT**

Date of Survey: June 28, 2017  
Date of Last Revision: June 28, 2017  
Date Printed: June 28, 2017  
Basis of Bearing:  
The Basis of Bearing for this survey is the Texas State Plane, North Central Zone, Geographic Bearing. Established by GPS measurements taken on 06/26/17.  
BEING VOL. 3055, P. 178 SITUATED IN THE ARTHUR ELDREDGE SURVEY, ABSTRACT NO. 449 CITY OF LANCASTER, TEXAS

Texas P.E. F-5482 : Texas TBPLS Firm License 10078000

**Items Corresponding to Schedule B**

- 1. Easement as shown in instrument from J.A. Butler and wife, Inquire Butler to Texas Power and Light Company dated March 17, 1944 and filed in Volume 2406, Page 251. Deed Records of Dallas County, Texas. This item affects the property.
- 2. Easement as shown in instrument from J.A. Butler and wife, Inquire Butler to Texas Power and Light Company dated March 17, 1944 and filed in Volume 2406, Page 81. Deed Records of Dallas County, Texas. This item affects the property.
- 3. Right-of-way as shown in instrument from J.F. Ray and H.T. Young to Dallas County, Texas, dated February 6, 1924, filed in Volume 4633, Page 234, Deed Records of Dallas County, Texas. This item affects the property.
- 4. Easement as shown in instrument from James F. Ray, et al and Hazel I. Young, et al to Texas Power and Light Company dated January 3, 1961 and filed in Volume 5533, Page 1176, Deed Records of Dallas County, Texas. This item affects the property.
- 5. Easement as shown in instrument from J.F. Ray and H.T. Young to the Trinity River Authority of Texas, dated February 14, 1989 and filed in Volume 6066, Page 214, of the Deed Records, as amended by Volume 8706, Page 5361, Deed Records of Dallas County, Texas. This item affects the property.
- 6. Easement as shown in instrument from J.F. Ray and H.T. Young to the Trinity River Authority of Texas, dated August 30, 2000 and filed in Clark's File No. 20080033086, Official Public Records of Dallas County, Texas. This item affects the property.
- 7. Easement as shown in instrument from J.F. Ray and H.T. Young to the Trinity River Authority of Texas, dated August 30, 2000 and filed in Clark's File No. 20080033087, Official Public Records of Dallas County, Texas. This item affects the property.

**FLOOD STATEMENT:** According to Community Flood No. 481300639C, dated July 2, 2014 of the Federal Emergency Management Agency, National Flood Insurance Program map, a portion of this property is within Flood Zone "X", which is a special flood hazard area.

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater flood heights may occur and flood heights may increase by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

# WALMART PLANS \$800M PROJECT IN DFW, CREATING OVER 1,300 JOBS

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## DALLAS BUSINESS JOURNAL

The City of Lancaster has approved plans for an \$800 million project by Walmart, which is expected to create more than 1,300 jobs in the region.

Plans were approved last week for the two-building, 1.9 million-square-foot project, which was only identified as belonging to a “major retailer.” However, Walmart was later named in economic development documents. The retail giant is under contract with two large parcels of land in Lancaster. The news was first reported Wednesday by the Dallas Morning News.

On 292 acres at the southwest corner of East Belt Line and Sunrise roads, Walmart will build a 1.2-million-square-foot fulfillment center.

The project will cost about \$420 million and is expected to create more than 1,000 jobs within three years of opening.

On 162 acres at the southwest corner of East Pleasant Run and Cornell roads, Walmart is planning a 700,000-square-foot cold storage warehouse. It will cost an estimated \$380 million and could create a minimum of 300 jobs within three years after it opens.

The deal between Walmart and Lancaster will include property tax abatements of up to 65 percent for 15 years as long as the value of the property doesn't fall below \$800 million. There will also be a 50 percent rebate of the city's 1 percent sales tax on merchandise shipped from the facility for 5 years.

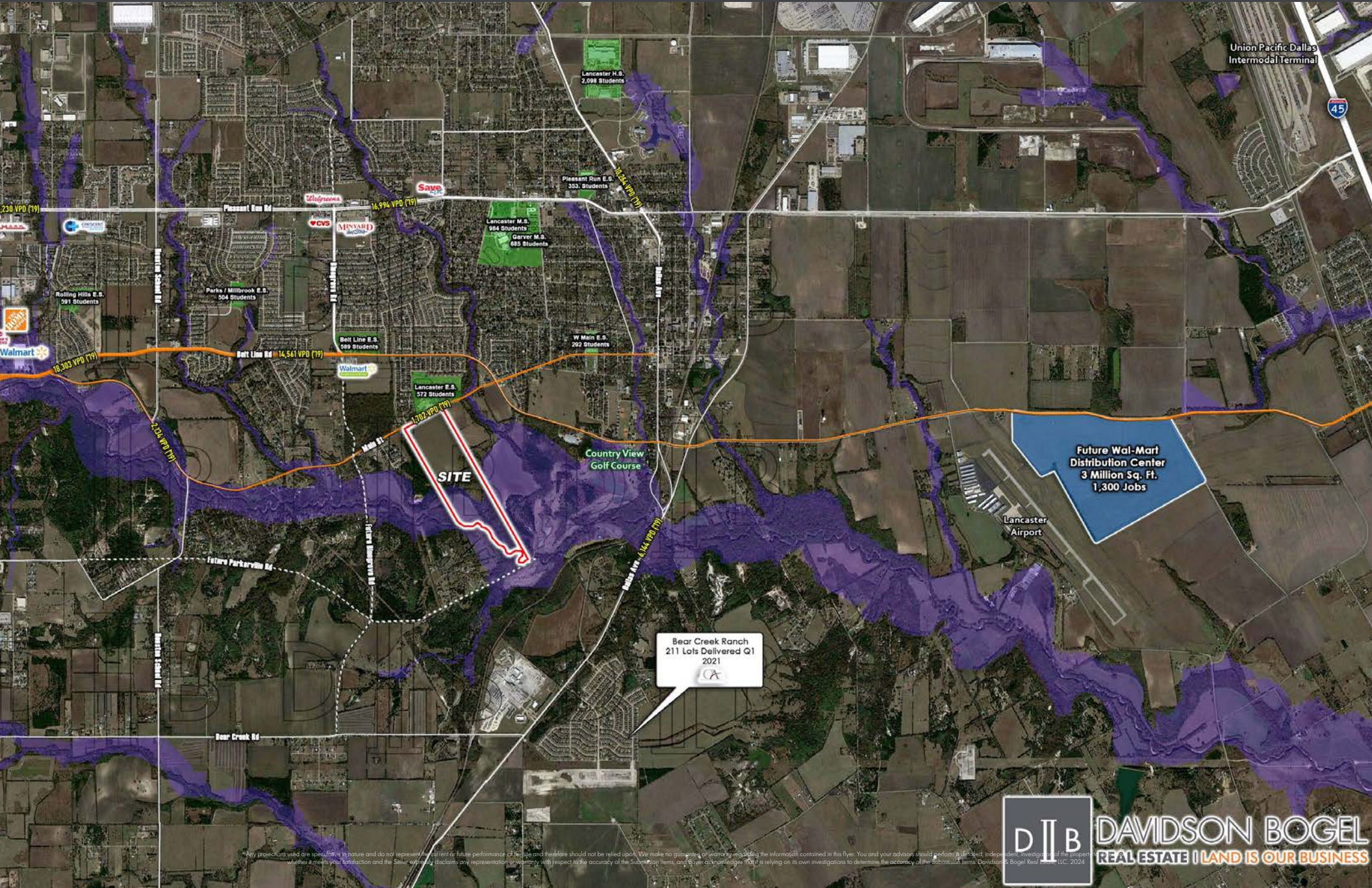
After tax rebates, both projects will bring in nearly \$2.3 million in annual revenue to the city and more than \$34 million over 15 years. City Council also approved a grant not to exceed \$2 million for infrastructure improvements.

When reached by the Morning News, a Walmart spokesperson declined to confirm the project.



# 1100 W. MAIN ST.

## WIDE AERIAL



Union Pacific Dallas Intermodal Terminal

45

Lancaster H.S. 2,088 Students

Pleasant Run E.S. 303 Students

Lancaster M.S. 984 Students  
Garver M.G. 683 Students

W Main E.S. 292 Students

Lancaster E.S. 573 Students

Country View Golf Course

Future Wal-Mart Distribution Center  
3 Million Sq. Ft.  
1,300 Jobs

Lancaster Airport

Bear Creek Ranch  
211 Lots Delivered Q1 2021  
CA

Any projections used are speculative in nature and do not represent the current or future performance of the site and therefore should not be relied upon. We make no guarantee or warranty regarding the information contained in this flyer. You and your advisors should perform a detailed, independent investigation of the property to determine whether it meets your satisfaction and the Seller expressly disclaims any representation or warranty with respect to the accuracy of the information. Buyer acknowledges that it is relying on its own investigations to determine the accuracy of the information. Davidson Bogel Real Estate, LLC, 2024



# 1100 W. MAIN ST.

## DISCLAIMER

APPROVED BY THE TEXAS REAL ESTATE COMMISSION FOR VOLUNTARY USE.

TEXAS LAW REQUIRES ALL REAL ESTATE LICENSEES TO GIVE THE FOLLOWING INFORMATION ABOUT BROKERAGE SERVICES TO PROSPECTIVE BUYERS, TENANTS, SELLERS AND LANDLORDS. (01A TREC NO. OP-K)

### 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; buyer: and
- (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 duties and responsibilities of the broker, you should resolve those questions before proceeding.

<b>DAVIDSON BOGEL REAL ESTATE, LLC</b>	<b>9004427</b>	<b>INFO@DB2RE.COM</b>	<b>214-526-3626</b>
LICENSED BROKER / BROKER FIRM NAME	LICENSE NO.	EMAIL	PHONE
<b>MICHAEL EDWARD BOGEL II</b>	<b>598526</b>	<b>EBOGEL@DB2RE.COM</b>	<b>214-526-3626</b>
DESIGNATED BROKER OF FIRM	LICENSE NO.	EMAIL	PHONE
<b>CHRISTOPHER RYAN TURNER</b>	<b>672133</b>	<b>RTURNER@DB2RE.COM</b>	<b>214-526-3626</b>
LICENSED SUPERVISOR OF SALES AGENT/ ASSOCIATE	LICENSE NO.	EMAIL	PHONE
<b>COLLINS MEIER</b>	<b>714822</b>	<b>CMEIER@DB2RE.COM</b>	<b>214-526-3626</b>
SALES AGENT/ASSOCIATE'S NAME	LICENSE NO.	EMAIL	PHONE



## 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.

11-2-2015

### 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:
  - o 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
  - o 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.

Davidson Bogel Real Estate, LLC	9004427	info@db2re.com	214-526-3626
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Michael Edward Bogel II	598526	ebogel@db2re.com	214-526-3626
Designated Broker of Firm	License No.	Email	Phone
N/A	N/A	N/A	N/A
Licensed Supervisor of Sales Agent/Associate	License No.	Email	Phone
Christopher Ryan Turner	672133	rturner@db2re.com	214-526-3626
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0



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11-2-2015

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- **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:
  - o 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
  - o 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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Designated Broker of Firm	License No.	Email	Phone
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Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

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