

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



**BROKER:**  
Larry D. Kokel – Cell 512-924-5717  
[info@texag.com](mailto:info@texag.com)

**SALESMAN:**  
Ron Leps – Cell 512-869-6766  
[ron@texag.com](mailto:ron@texag.com)

## PROPERTY FOR SALE: 511.11 ACRES Dublin Sod Farm Comanche/Erath County, Texas

### LOCATION:

The Dublin Sod Farm is located between Dublin and De Leon off of Hwy 6 on County Road 470.

### LEGAL & MINERALS:

See attached Exhibit A. Transfer of minerals is not offered at listed price.

### TAXES:

2016 taxes – Approximately \$5,031.50. Taxes are estimated based on exemptions for 2016.

### UTILITIES:

The shop and office are supplied by well water and septic.

### FLOOD PLAIN:

Floodplain map is provided for property in Erath County, but data is not available in Comanche County (note this is an estimate only).

**IMPROVEMENTS:** The shop is 80 feet long and 60 feet wide with an awning in the back that is 50 feet long and 20 feet wide. In addition, there is office space of 12 feet long and 60 feet wide that contains 2 offices, 1 kitchen, and 2 bathrooms – all downstairs. Upstairs, there are 3 bedrooms and 1 bathroom.

The farm has 9 pivots:

Number	Brand	Span
1	Lockwood	7
2	Zimmatic	6
3	Zimmatic	3
4	Zimmatic	4
5	Zimmatic	4
6	Zimmatic	4
7	Zimmatic	6
8	Zimmatic	3
9	Zimmatic	4



**Contact:** TEXAG Real Estate Services, Inc. [www.texag.com](http://www.texag.com) **Larry D. Kokel Ph: 512-930-5258 Cell# 512-924-5717**  
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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.

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**IMPROVEMENTS (CONTINUED):** The pivots are 10-11 years of age with the Lockwood being older. The farm has the ability to run 8 pivots at one time - #7 being the only one that has to be operated separately. The pivots are all electric. There are 42 wells that are an average of 60 to 150 feet deep. The wells are all electric. The wells pump into 5 earthen holding tanks that are all lined and have floating pumps. The wells are then connected to the pivots throughout the farm. The farm is in the Middle Trinity Groundwater Conservation District (254-965-6705). The wells are grandfathered in and can pump to historic levels for irrigation usage. The equipment to be transferred in the sale is contained in Exhibit D.

**COMMENTS:**

The farm has ±348.44 acres in sod production – note Exhibit B. The data in Exhibit B is for 2016. The farm has a number of qualities needed in sod production. First, it is in an area that offers mainly a sandy loam type of soil. Second, the water source has been strong and reliable. Third, the climate is conducive to grow grass rapidly and somewhat pest free. Fourth, the location offers a geographic area not served by many other farms and is close to major markets. The farm has and is being maintained/operated as a producing unit.

**PRICE: \$3,250,000.00**

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

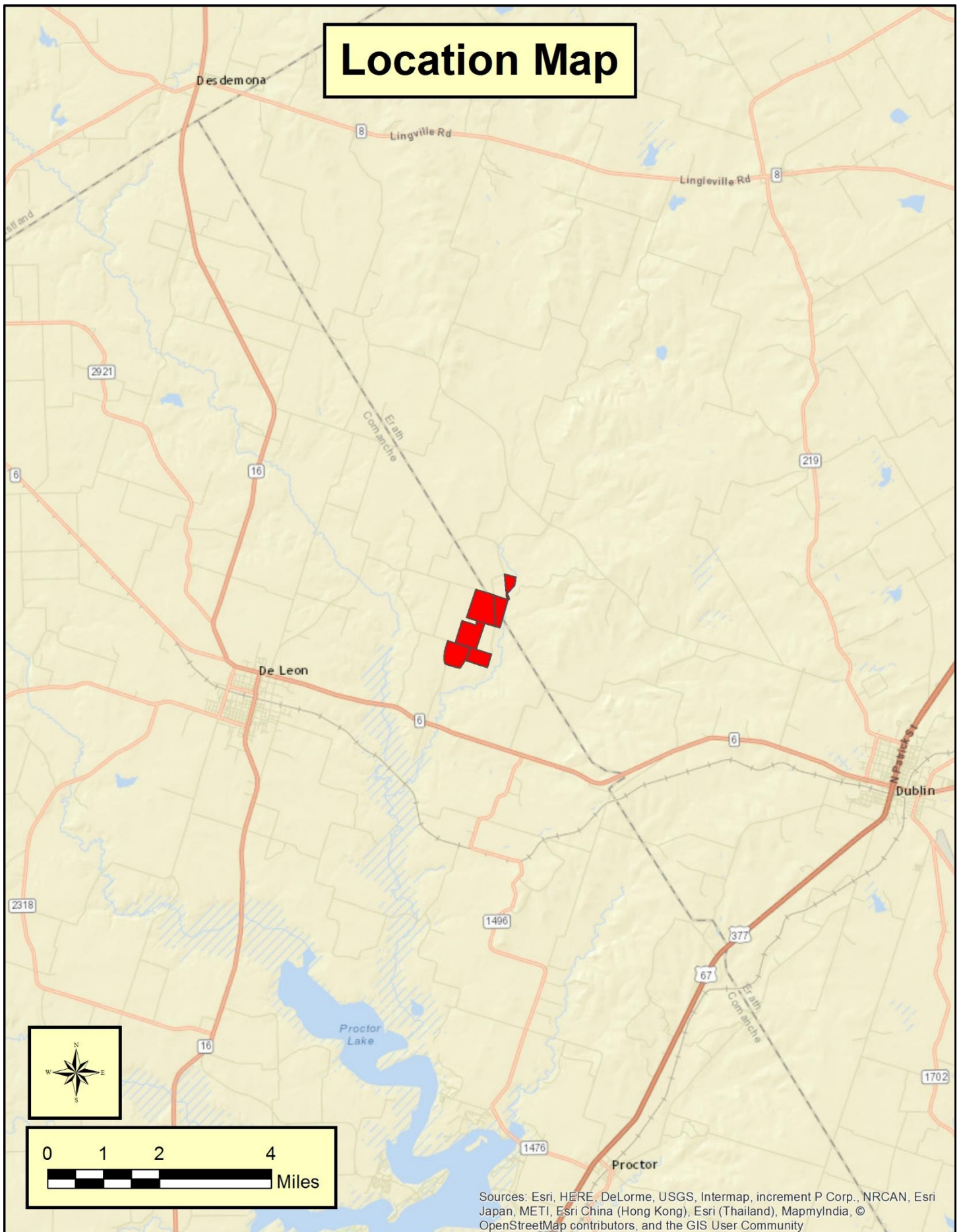
**CLOSED AUGUST 2018**

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# Location Map




Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



## Location Map



0      2,250      4,500      9,000  
 Feet

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



# Aerial Map

County Road 354

County Road 464

Armstrong Creek

County Road 462

County Road 470

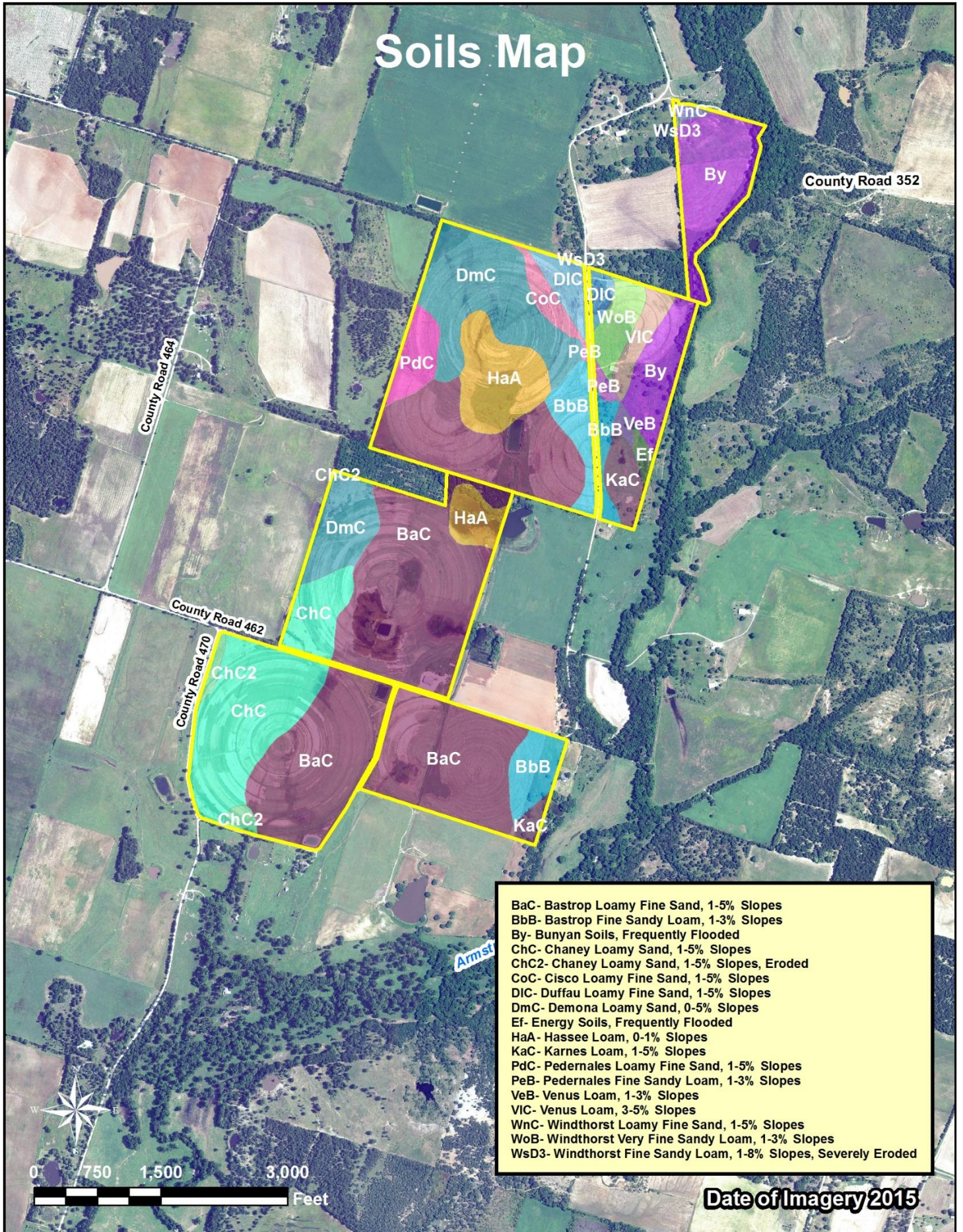


0 625 1,250 2,500 Feet

Date of Imagery 2015



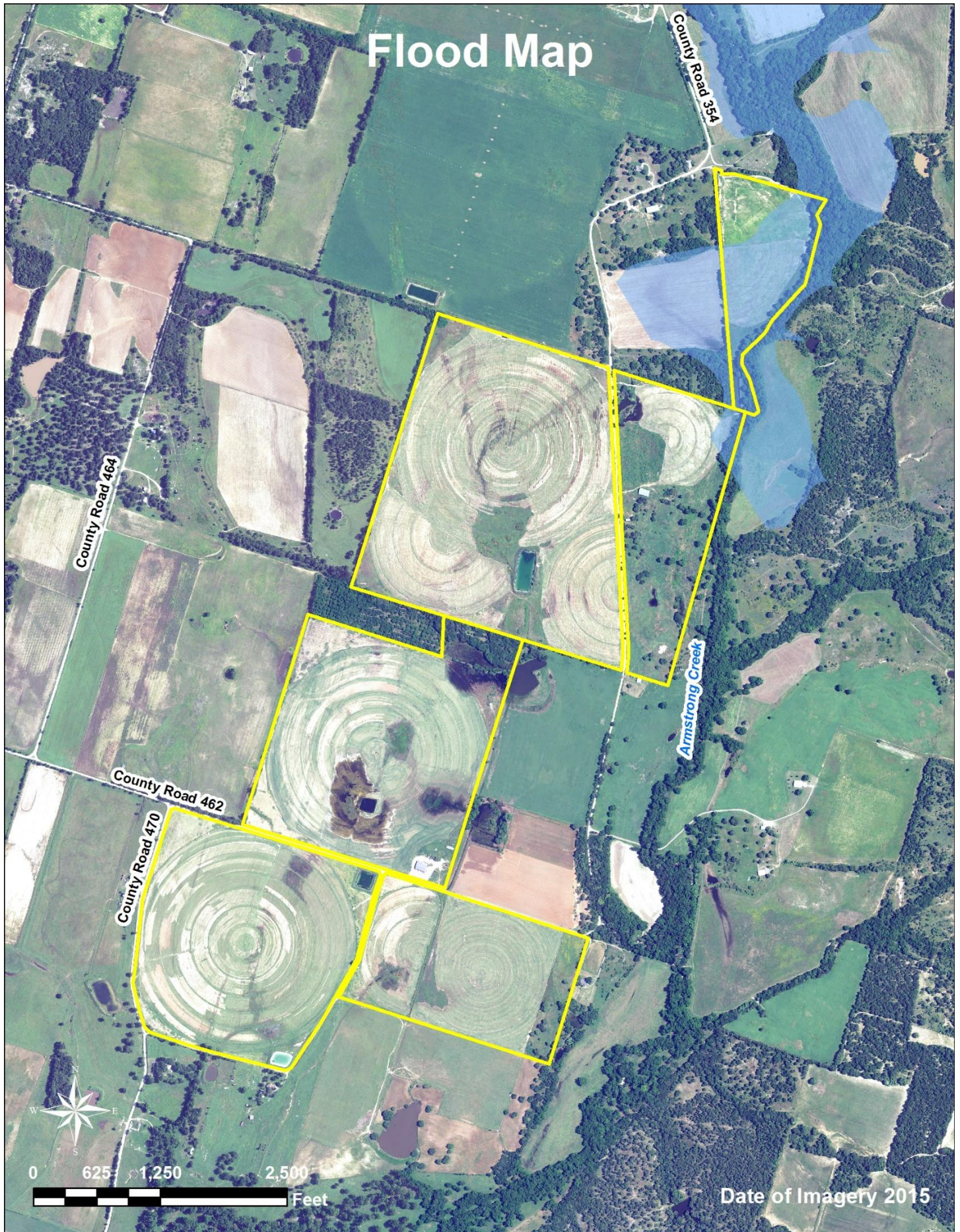
# Soils Map



- BaC- Bastrop Loamy Fine Sand, 1-5% Slopes
- BbB- Bastrop Fine Sandy Loam, 1-3% Slopes
- By- Bunyan Soils, Frequently Flooded
- ChC- Chaney Loamy Sand, 1-5% Slopes
- ChC2- Chaney Loamy Sand, 1-5% Slopes, Eroded
- CoC- Cisco Loamy Fine Sand, 1-5% Slopes
- DIC- Duffau Loamy Fine Sand, 1-5% Slopes
- DmC- Demona Loamy Sand, 0-5% Slopes
- Ef- Energy Soils, Frequently Flooded
- HaA- Hassee Loam, 0-1% Slopes
- KaC- Karnes Loam, 1-5% Slopes
- PdC- Pedernales Loamy Fine Sand, 1-5% Slopes
- PeB- Pedernales Fine Sandy Loam, 1-3% Slopes
- VeB- Venus Loam, 1-3% Slopes
- VIC- Venus Loam, 3-5% Slopes
- WnC- Windthorst Loamy Fine Sand, 1-5% Slopes
- WoB- Windthorst Very Fine Sandy Loam, 1-3% Slopes
- WsD3- Windthorst Fine Sandy Loam, 1-8% Slopes, Severely Eroded

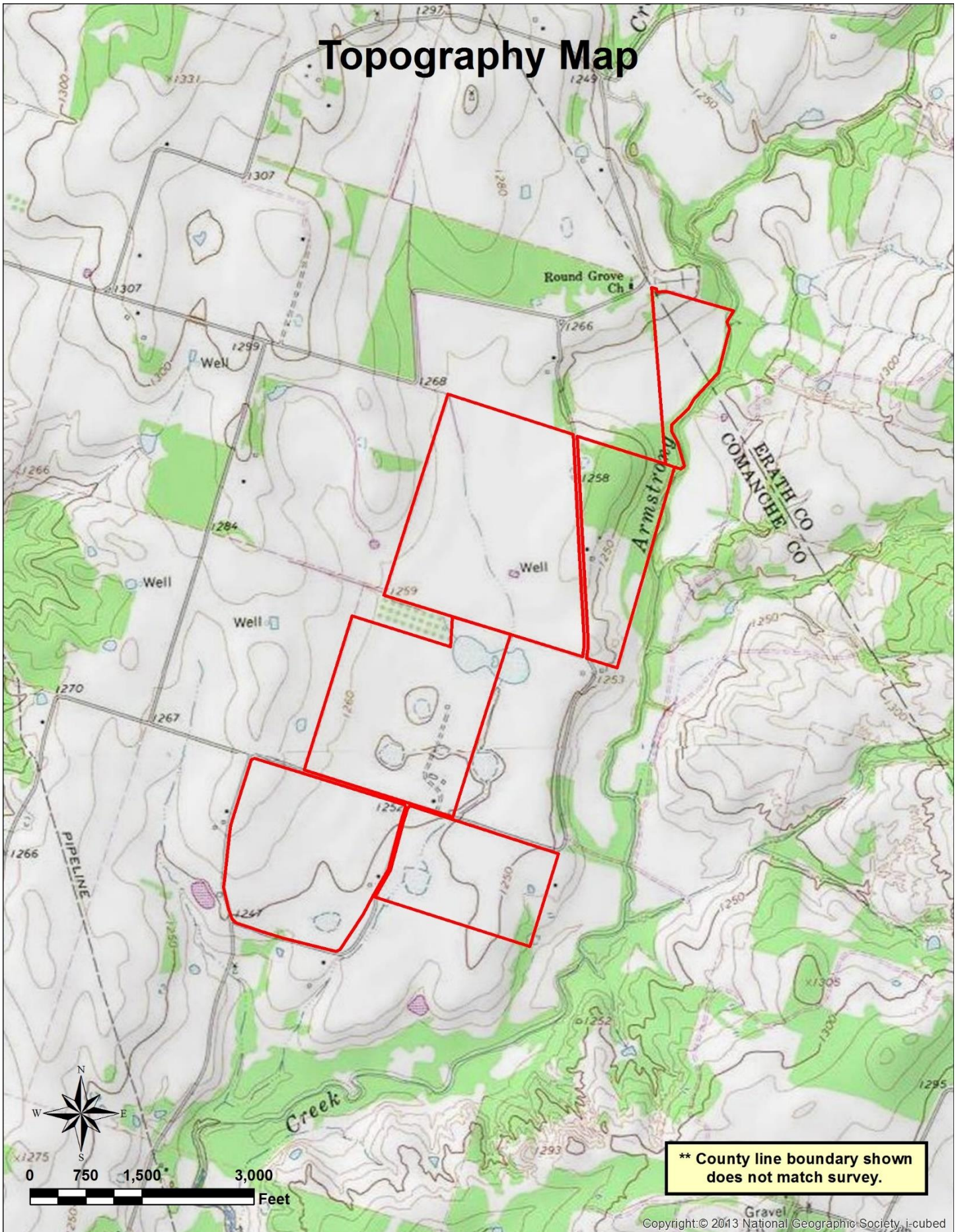


# Flood Map





# Topography Map



SCALE: 1"= 400'

**SURVEY PLAT  
FOR  
CHOATE U.S.A.**

31.39 AC., 56.61 AC., 63.18 AC.  
100.61 AC., 111.07 AC. & 148.25 AC.  
**GREEN SCAPING PROPERTIES, LP**  
Comanche County Deeds  
TRACTS 1, 2 & 5 - 885/256  
TRACT 3 - 856/100  
TRACT 4 - 856/109  
Erath County Deed  
TRACTS 1, 2, & 5 - 1320/296  
IN THE A. GILL SURVEY #14  
IN COMANCHE COUNTY (A-381) and  
in ERATH COUNTY (A-285)  
AND THE C.H. MAYHAN SURVEY  
A-549 IN ERATH COUNTY, TEXAS  
(patent No. 445)

**LEGEND**

IRON PIN FOUND  
CORNER NOT FOUND, STRUCK  
WITH 1/2" IRON PIN  
IRON PIN FOUND  
CONCRETE MONUMENT FOUND

ORIENTATION POINT  
PIVOT 9  
CENTER LINE OF CHANNEL  
RECORD CALLS (BEARING / DISTANCE)  
DATA THIS SURVEY BEARING / DISTANCE  
TRACT LINES  
BOUNDARY LINES  
LAND GRANT LINES  
ALL DOCUMENT REFERENCES ARE IN ERATH OR COMANCHE COUNTY

LINE	BEARING	LENGTH
L1	N 10° 15' 30" W	31.40
L2	S 89° 50' 30" W	89.40
L3	S 89° 50' 30" W	132.75
L4	S 89° 50' 30" W	77.87
L5	S 89° 50' 30" W	52.87
L6	N 77° 25' 30" W	275.57
L7	N 77° 25' 30" W	208.27
L8	N 77° 25' 30" W	71.27
L9	N 77° 25' 30" W	62.75
L10	N 77° 25' 30" W	299.93
L11	N 77° 25' 30" W	65.03
L12	N 77° 25' 30" W	266.73
L13	S 89° 50' 30" W	52.87
L14	N 77° 25' 30" W	65.03
L15	S 89° 50' 30" W	132.75
L16	S 89° 50' 30" W	89.40
L17	N 10° 15' 30" W	31.40
L18	S 89° 50' 30" W	132.75
L19	S 89° 50' 30" W	89.40
L20	N 77° 25' 30" W	275.57
L21	N 77° 25' 30" W	208.27
L22	N 77° 25' 30" W	71.27
L23	N 77° 25' 30" W	62.75
L24	N 77° 25' 30" W	299.93
L25	N 77° 25' 30" W	65.03
L26	N 77° 25' 30" W	266.73
L27	S 89° 50' 30" W	52.87
L28	N 77° 25' 30" W	65.03
L29	S 89° 50' 30" W	132.75
L30	S 89° 50' 30" W	89.40
L31	N 10° 15' 30" W	31.40
L32	S 89° 50' 30" W	132.75
L33	S 89° 50' 30" W	89.40
L34	N 77° 25' 30" W	275.57
L35	N 77° 25' 30" W	208.27
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L38	N 77° 25' 30" W	299.93
L39	N 77° 25' 30" W	65.03
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L56	N 77° 25' 30" W	65.03
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L58	S 89° 50' 30" W	89.40
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L60	S 89° 50' 30" W	132.75
L61	S 89° 50' 30" W	89.40
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L276	N 77° 25' 30" W	299.93
L277	N 77° 25' 30" W	65.03
L278	N 77° 25' 30" W	266.73
L279	S 89° 50' 30" W	52.

## **DUBLIN SOD FARM, LLP**

### **EXHIBIT "A"**

**Tract 1:** All that certain 56.61 acre tract of land out of the Apolonario Gill Survey, Abstract No. 285 in Erath County and Abstract 381 in Comanche County, Texas.

**Tract 2:** All that certain 148.25 acre tract of land out of the Apolonario Gill Survey, Abstract No. 285 in Erath County and Abstract 381 in Comanche County, Texas.

**Tract 3:** All that certain 63.18 acre tract of land out of the Apolonario Gill Survey, Abstract 381 in Comanche County, Texas.

**Tract 4:** All that certain 100.61 acre tract of land out of the Apolonario Gill Survey, Abstract 381 in Comanche County, Texas.

**Tract 5:** All that certain 111.07 acre tract of land out of the Apolonario Gill Survey, Abstract 381 in Comanche County, Texas.

**Tract 6:** All that certain 31.39 acre tract of land out of the C.H. Mayhan Survey, Abstract No. 549 in Erath County, Texas.



# OWNER'S POLICY OF TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**



## SCHEDULE B

File No.: 08043279

Policy No.: 2722143-77852568

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of leases and easements, if any, shown in Schedule A, and the following matters:

1.  ~~The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):~~
2.  ~~Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.~~
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2009, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):
  - a. Vendor's Lien retained in the Deeds dated April 20, 2009 from Green Scaping Properties, LP to Dublin Sod Farm, LLP recorded under Instrument No. 867, Volume 913, Page 159, Official Public Records of Comanche County, Texas, and Document No. 2009-01135, Official Public Records of Erath County, Texas, and Deeds of Trust of even date therewith to Lee Vardaman, Trustee, recorded April 24, 2009 under Instrument No. 868, Volume 340, Page 191, Official Public Records of Comanche County, Texas, and under Document No. 2009-01136, Official Public Records of Erath County, Texas, all securing a Note payable to Compass Bank in the principal sum of \$4,000,000.00, and subject to all terms, conditions and provisions of said Deed of Trust, including but not limited to, all future indebtedness of grantor therein to beneficiary therein as may be covered by said Deed of Trust.
  - b. Assignment of Lease, Rent, Income and Receipts dated April 20, 2009 executed by Dublin Sod Farm, LLP, Assignor, to Compass Bank, Assignee, recorded April 24, 2009 in Volume 913, Page 167, Official Public Records of Comanche County, Texas.

- c. Assignment of Lease, Rent, Income and Receipts dated April 20, 2009 executed by Dublin Sod Farm, LLP, Assignor, to Compass Bank, Assignee, recorded April 24, 2009 under Document No. 2009-01137, Official Public Records of Erath County, Texas.
- d. Financing Statement (UCC-1) filed April 24, 2009, showing Dublin Sod Farm, LLP as Debtor, and Compass Bank, Secured Party, and recorded in Volume 340, Page 209, Official Public Records, Comanche County, Texas.
- e. Financing Statement (UCC-1) filed April 24, 2009, showing Dublin Sod Farm, LLP as Debtor, and Compass Bank, Secured Party, and recorded under Document No. 2009-01138, Official Public Records, Erath County, Texas.
- f. Rights of Parties in possession.
- g. Rights of tenants in possession, as tenants only, under any unrecorded rental or lease agreements.
- h. Mineral reservation as described in Warranty Deed dated February 2, 2007, executed by LaJoyce Johnson to Green Scaping Properties, L.P., recorded in Volume 885, Page 256, Deed Records, Comanche County, Texas. (240.3 acres) Title to said interest has not been checked subsequent to the date of aforesaid instrument. (As to Tracts 1 and 2)
- i. Family Cemetery Reservation as described in Warranty Deed dated February 2, 2007, from E. D. Mahan, joined by his wife, Wilma Mahan to Deryl E. Johnson and wife, LaJoyce Johnson, filed for record in Volume 885, Page 256, Deed Records, Comanche County, Texas. (As to Tract 6)
- j. Mineral Reservation as set out in a Warranty Deed dated January 4, 1962, from E. D. Mahan, joined by his wife, Wilma Mahan to Deryl E. Johnson and wife, LaJoyce Johnson, filed for record in Volume 309, Page 529, Deed Records, Comanche County, Texas. (126.9 acres) Title to said interest has not been checked subsequent to the date of aforesaid instrument. (As to Tracts 1 and 2)
- k. Mineral Reservation as set out in Warranty Deed dated October 14, 1974, from Martin Rueben Ross, et al to Deryl Johnson and wife, LaJoyce Johnson, filed for record in Volume 414, page 35, Deed Records, Comanche County, Texas. Title to said interest has not been checked subsequent to the date of aforesaid instrument. (As to Tracts 1 and 2)
- l. Easement and right of way dated February 12, 1991, from Deryl Johnson to Erath County Electric Cooperative Association, filed for record in Volume 681, Page 172, Deed Records, Comanche County, Texas, and as shown on survey dated June 22, 2008, prepared by William F. Forest, Jr., R.P.L.S. No 1847. (As to Tract 2)
- m. Easement executed by Rodney Stephens to Erath County Electric Coop., filed for record on May 2, 1991, recorded in Volume 683, Page 415, Deed Records, Comanche County, Texas, and as shown on survey dated June 22, 2008, prepared by William F. Forest, Jr., R.P.L.S. No 1847. (As to Tracts 3, 4 and 5)
- n. An undivided 21/184 interest in all oil, gas and other minerals under Second Tract, as conveyed to H. O. George, et al, by D. C. George, et ux, by deed dated March 1, 1919, recorded in Volume 131, page 368, Deed Records, Comanche County, Texas. Title to said interest has not been checked subsequent to the date of aforesaid instrument. (As to Tracts 3 and 4)
- o. Right of way easement over and across Second Tract, conveyed to Humble Pipe Line Co., by D. C. George by instrument dated May 1919, recorded in Volume 137, Page 634, Deed Records, Comanche County, Texas.
- p. Mineral Reservations as described in Warranty Deed dated March 2, 2006, executed by Garron L. House, et ux, to Green Scaping Properties, L.P., recorded in Volume 856, Page 109, Deed Records, Comanche County, Texas. Title to said interest has not been checked subsequent to the date of aforesaid instrument. (As to Tract 5)

- q. Easement dated February 25, 1986, from Garron L. House to Erath County Electric Coop Association, recorded in Volume 610, Page 482, Deed Records, Comanche County, Texas, and as noted on survey dated June 22, 2008, prepared by William F. Forest, Jr., R.P.L.S. No 1847. (As to Tract 6)
- r. Undivided 1/2 interest in and to all oil, gas and other minerals, together with the right of ingress and egress at all times for the purpose of exploring, mining, saving and removing the same therefrom, as reserved in Warranty Deed dated October 14, 1974, executed by Martin Reuben Ross et al to Deryl Johnson and wife, LaJoyce Johnson, recorded in Volume 524, Page 999, Deed Records, Erath County, Texas. Title to said interest has not been checked subsequent to the date of aforesaid instrument. (As to Tract 6)
- s. Reservation of an undivided 1/2 of the remaining oil, gas and other minerals, but which reservation does not include the right to be required in the joinder of oil and gas leases, but includes the right to approve or disapprove of any well sites, pipelines, or roads, as set out in Special Warranty Deed dated February 2, 2007, executed by LaJoyce Johnson to Green Scaping Properties, LP, recorded in Volume 1320, Page 296, Real Property Records, Erath County, Texas. Title to said interest has not been checked subsequent to the date of aforesaid instrument. (As to Tracts 1 and 2)
- t. Reservation of rights to private family cemetery of an undefined one acre tract surrounding and including the family cemetery, and reservation of the right to have other family members buried in the cemetery, and a reservation of a perpetual easement over, on and across the property a non-specified access to and from the cemetery (a non-specific route for a vehicle to travel to and from the cemetery) to visit the cemetery anytime(s) during daylight hours, all as set out in Special Warranty Deed dated February 2, 2007, executed by LaJoyce Johnson to Green Scaping Properties, LP, recorded in Volume 1320, Page 296, Real Property Records, Erath County, Texas. (As to Tract 6)
- u. An Oil, Gas and Mineral Lease dated February 15, 1980, by and between Deryl E. Johnson and wife, LaJoyce Johnson as Lessor, and J & C Energy, Inc. as Lessee, recorded in Volume 498, Page 450, Deed Records, Comanche County, Texas, and all rights incident thereto. Title to said lease has not been examined subsequent to the date of its execution.
- v. An Oil, Gas and Mineral Lease dated February 15, 1980, by and between E. D. Mahan and wife, Wilma Mahan as Lessor, and J & C Energy, Inc. as Lessee, recorded in Volume 498, Page 453, Deed Records, Comanche County, Texas, and all rights incident thereto. Title to said lease has not been examined subsequent to the date of its execution.

Countersigned

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By 



# EXHIBIT "B"

Dublin Sod Farm LLP  
dba Lone Star Sod  
Inventory analysis

	Field 1	Field 2	Field 3	Field 4	Field 5	Field 6	Field 7	Field 8	Field 9	Total
Plantable/harvestable acres	77.9	79.8	10.82	29.4	24.3	17.36	78.36	12	18.5	348.44
Total acres	89.94	97.73	20	40.74	53.02	53.02	89.84	25.04	49.01	518.34
Total field sq yards	435,709	471,364	96,889	197,363	256,852	256,852	435,225	121,305	237,426	2,508,986
Total sq yards plantable/harvestable	377,382	384,886	52,417	142,427	117,720	84,100	379,611	58,133	89,622	1,686,297
% mature and can be harvested ----->>>>>>>	50%	30%	70%	5%	90%	90%	25%	80%	40%	
% planted, not mature & cannot be harvested ----->>>>>>>	50%	70%	30%	95%	10%	10%	75%	20%	10%	
estimated month not mature can be harvested ----->>>>>>>	April	April	April	June	Oct.	Oct.	June	Oct.	Oct.	

October is cut off on growing whatever we have available in stock is all till spring

[Inventory Analysis as of September 1, 2016]

# EXHIBIT "C"

P1 77.90 of 89.94 AC Celebration  
P2 79.80 of 97.73 AC Tif419  
P3 10.82 of 20.00 AC Tif419  
P4 29.40 of 40.74 AC Blended  
P5 24.30 of 53.02 AC Tif419  
P6 17.36 of 53.02 AC Tif419  
P7 78.35 of 89.94 AC Tif419  
P8 12.00 of 25.04 AC Tif419 (Grade AAA!)  
P9 Tif419



## **EXHIBIT "D"**

The following is the list of equipment that will be included in the sale

2012 Freightliner Tractor (Leased from Penske)  
2012 Freightliner Tractor (Leased from Penske)  
2012 Volvo Tractor (Leased from Penske)  
2008 Transcraft Semi Trailer 48'  
2006 Transcraft Semi Trailer 48'  
2006 Transcraft Semi Trailer 48'  
2001 Transcraft Semi Trailer 48'  
2006 Transcraft Semi Trailer 48'  
2005 Trailer 8'  
2004 Case Plow 770 DH  
2005 Sod Roller Smooth  
2006 Donkey  
2007 Donkey  
2008 Donkey  
2006 Donkey  
2005 Case Forklift 585G  
2005 Rhino Mower TX235  
2005 Rhino Mower TX235  
2007 Progressive Mower 22 ft  
2005 Rhino Brush Hog 3008  
2005 Magnum 48 Sod Harvester  
2006 Magnum 48 sod Harvester  
2006 Kubota Zimmerer Sprayer  
2007 John Deere Trebro M-101 5225 Sod Harvester  
2007 Kubota M7040 Tractor  
2010 John Deere Tractor 5065E  
2005 Case Tractor 2290  
2005 Kubota M6800 Tractor  
2005 Kubota 10025R Loader  
2005 Kubota M6800 Tractor  
2007 Kubota M7040 Tractor  
2006 Kubota M6800 Tractor



## EXHIBIT "E"

### WELL & RESERVOIR INFORMATION

Well Number	Depth	Motor Size
#1	90'	5 hp single ph
#2	90'	2 hp 3 ph
#3	90'	not pulled
#4	80'	1 1/2 hp 3 ph
#5 Shop	80'	not pulled
#6	86'	2 hp 3 ph
#7	86'	1 1/2 hp 3 ph
#8	86'	1 1/2 hp 3 ph
#9	86'	2 hp 3 ph
#10	90'	2 hp 3 ph
#11	86'	2 hp 3 ph
#12	86'	2 hp 3 ph
#13	86'	2 hp 3 ph
#14	86'	2 hp 3 ph
#15	86'	2 hp 3 ph
#16	86'	2 hp 3 ph
#17	86'	2 hp 3 ph
#18	85'	1 1/2 hp single ph
#19	85'	2 hp single ph
#20	90'	1 1/2 hp single ph
#21	85'	2 hp single ph
#22	85'	2 hp single ph
#23	87'	2 hp single ph
#24	87'	5 hp single ph
#25	87'	5 hp single ph
#26	85'	1 hp single ph
#27	87'	5 hp single ph
#28	87'	not pulled 3 ph
#29	87'	2 hp 3 ph
#30	87'	2hp 3 ph
#31	80'	2 hp 3 ph
#32	80'	2 hp 3 ph
#33	89'	2 hp 3 ph
#34	87'	2 hp 3 ph
#35	existing hole - no motor	
#36	90'	5 hp 3 ph
#37	90'	2 hp 3 ph
#38	87'	2 hp 3 ph
#39	75'	2 hp 3 ph
#40	existing hole - no motor	
#41	existing hole - no motor	
#42	existing hole - no motor	
Pond Field #1	1.9 million gallons	
Pond Field #3 & #4	2.3 million gallons	
Pond Field #2	1.9 million gallons	
Pond Field # 5, #6, & #7	4.2 million gallons	
Pond Field #8 & #9	1.9 million gallons	

## PHOTOS



## PHOTOS





## PHOTOS





## PHOTOS





## PHOTOS



## PHOTOS





## PHOTOS





## PHOTOS





## 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 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 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.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons 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, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

TREC No. OP-K