

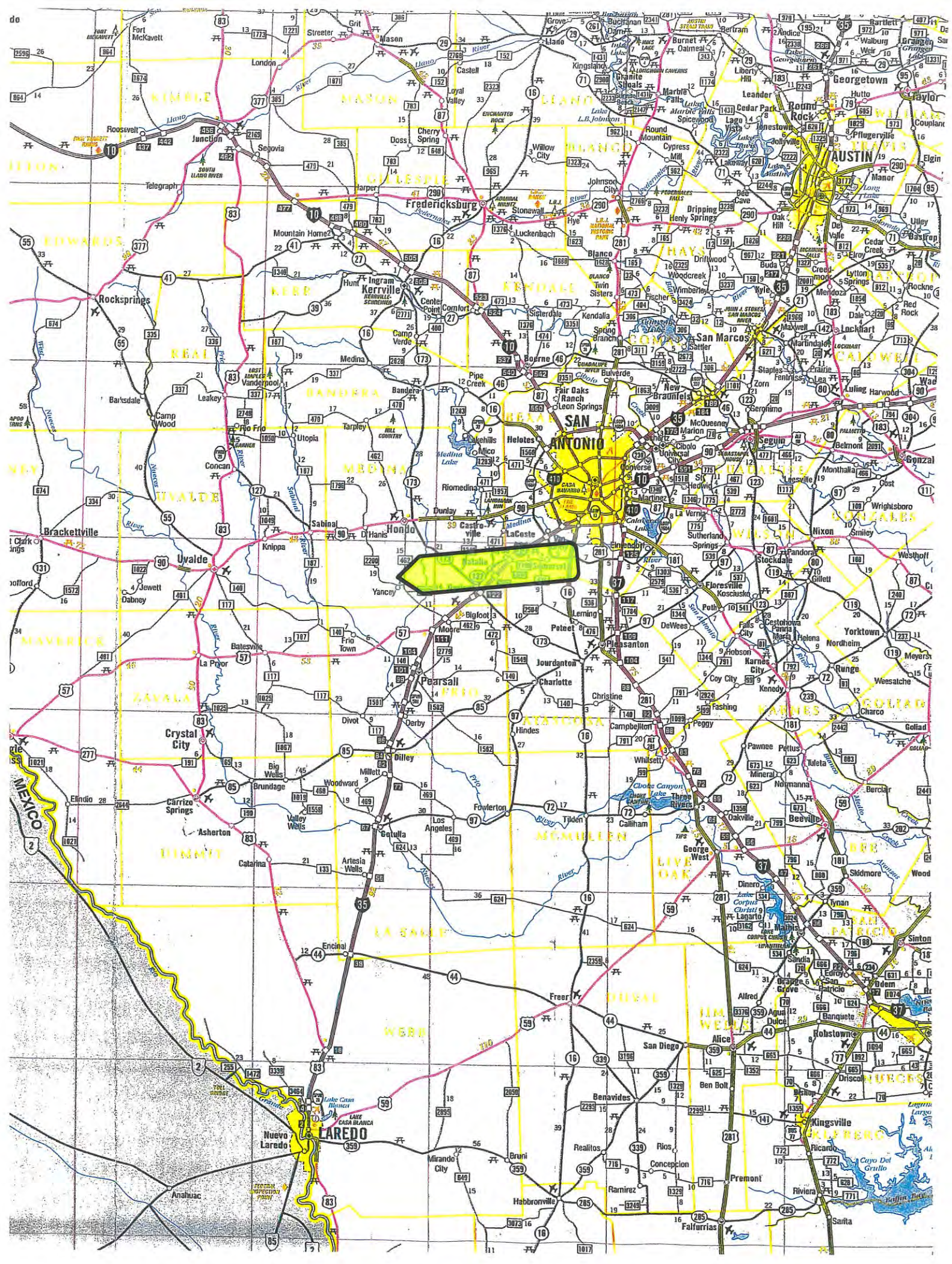
Bob Heyen Realty

235 19th St. P.O. Box 156
Hondo, TX 78861
Tel: (830) 426-4333
Fax: (830) 741-2080

Internet Address
www.bobheyenrealty.com
E-mail Address
bobheyenrealty@sbcglobal.net

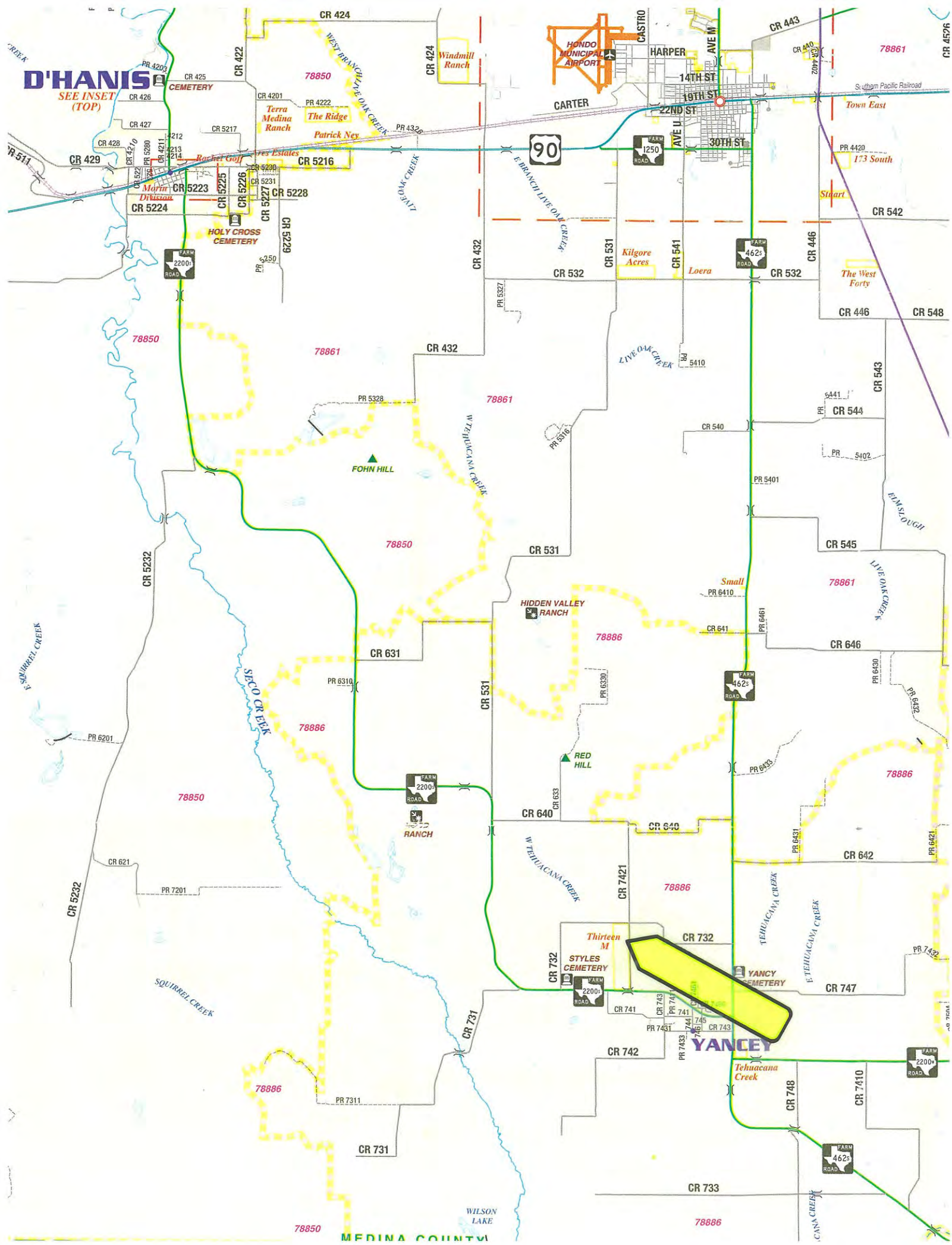
| | |
|--------------------------------|--|
| <u>ACRES:</u> | 11.51 acres, more or less (MCAD). Last surveyed in 2006. |
| <u>LOCATION:</u> | This property is located approximately 15 miles S Hondo near Yancey via FM 462 and CR 7421. |
| <u>LEGAL:</u> | A#0735, A. Officier, S#796, Tract 3M; Thirteen M Unrecorded, Medina County, Texas. |
| <u>PRICE:</u> | \$143,875.00. |
| <u>TERMS:</u> | Cash to Seller or third-party financing. |
| <u>SCHOOL:</u> | Hondo I.S.D. |
| <u>TAXES:</u> | Estimated taxes without exemptions are approximately \$1,539.89 (2021). No Ag Use exemption. |
| <u>MINERALS:</u> | Any and all minerals owned to be conveyed. To be more fully determined at time of new title commitment. |
| <u>WATER:</u> | No water on property. There is a Yancey Water Supply Corporation line on CR 7421. |
| <u>UTILITIES:</u> | No electricity on property. The electric provider is Medina Electric Cooperative. |
| <u>TERRAIN VEGETATION:</u> | Timber consists of heavy mesquite, persimmon, Elm and some Live Oak and blackbrush. The grasses consist of side oats gramma, Bermuda and others native to the area. The terrain is flat to gently rolling with elevations ranging from 720'-730'. |
| <u>WILDLIFE:</u> | Whitetail deer, turkey, hogs, dove and quail. |
| <u>REMARKS:</u> | This is a nice South Texas small property that offers good hunting, recreation, or future site for a home this is located within proximity to IH-35, Hondo, Devine, D'Hanis and only 45 minutes to San Antonio! <u>Note:</u> Some restrictions apply. |

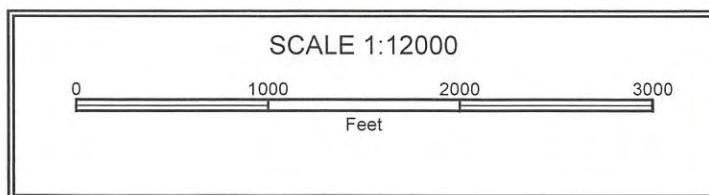
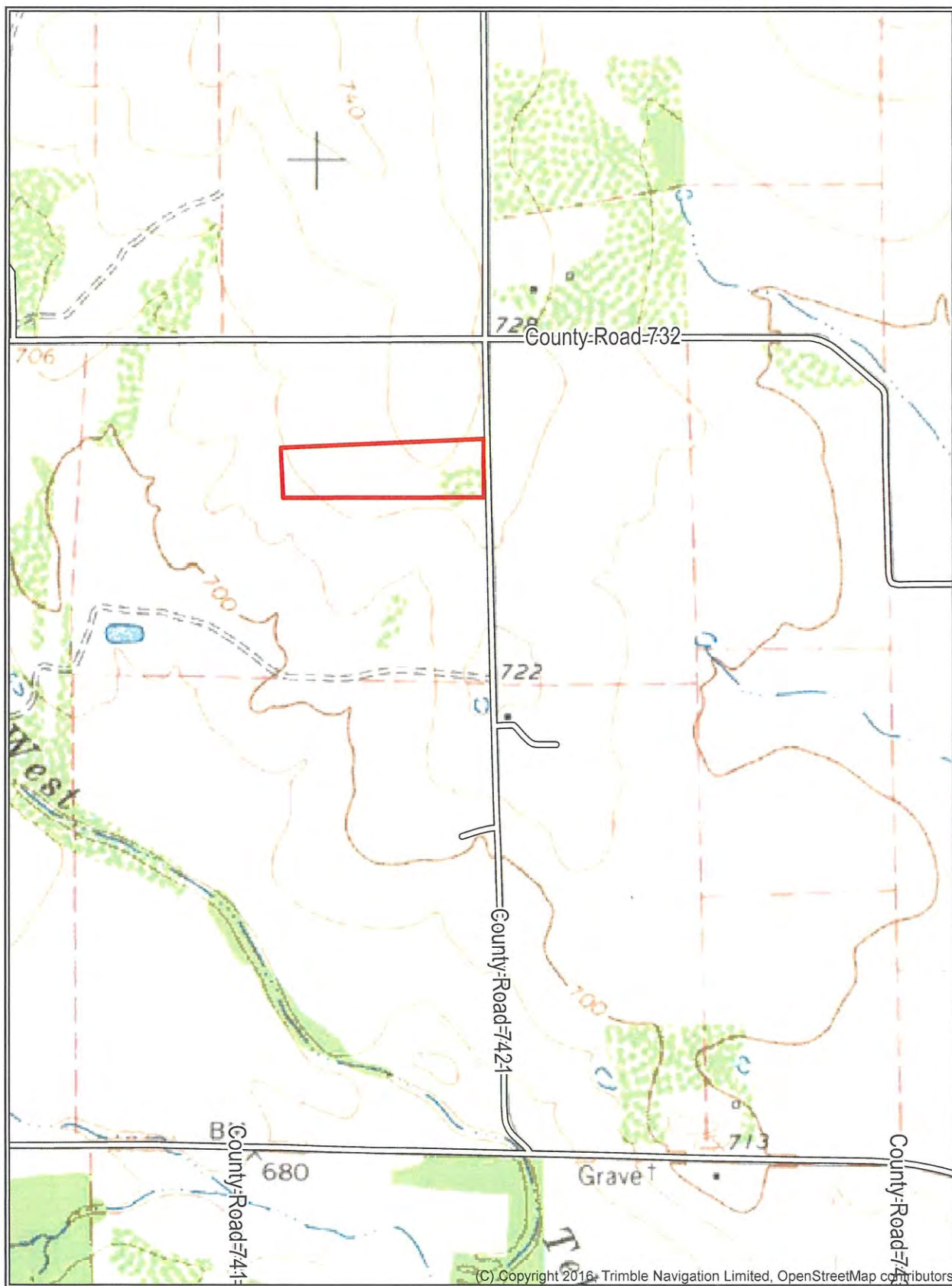
Although the broker has used reasonable care in obtaining data and making estimates and projections based upon that data, this material is submitted without representation or warranty. Generally, a substantial portion of information must be obtained from sources other than a broker's actual knowledge, and not all sources can be absolutely confirmed. Moreover, all information is subject to changes by the owner as to price or terms, to prior sale or lease, to withdrawal of the property from the market and to other events beyond the control of the broker. No representation is made as to the value of this possible investment; and the broker urges that you consult your business, tax and legal advisors before making a final determination.

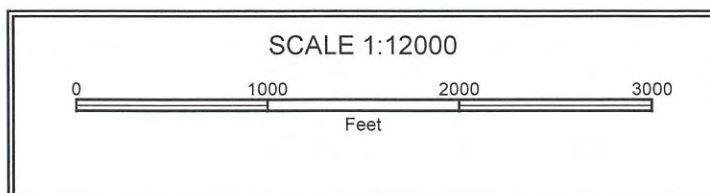
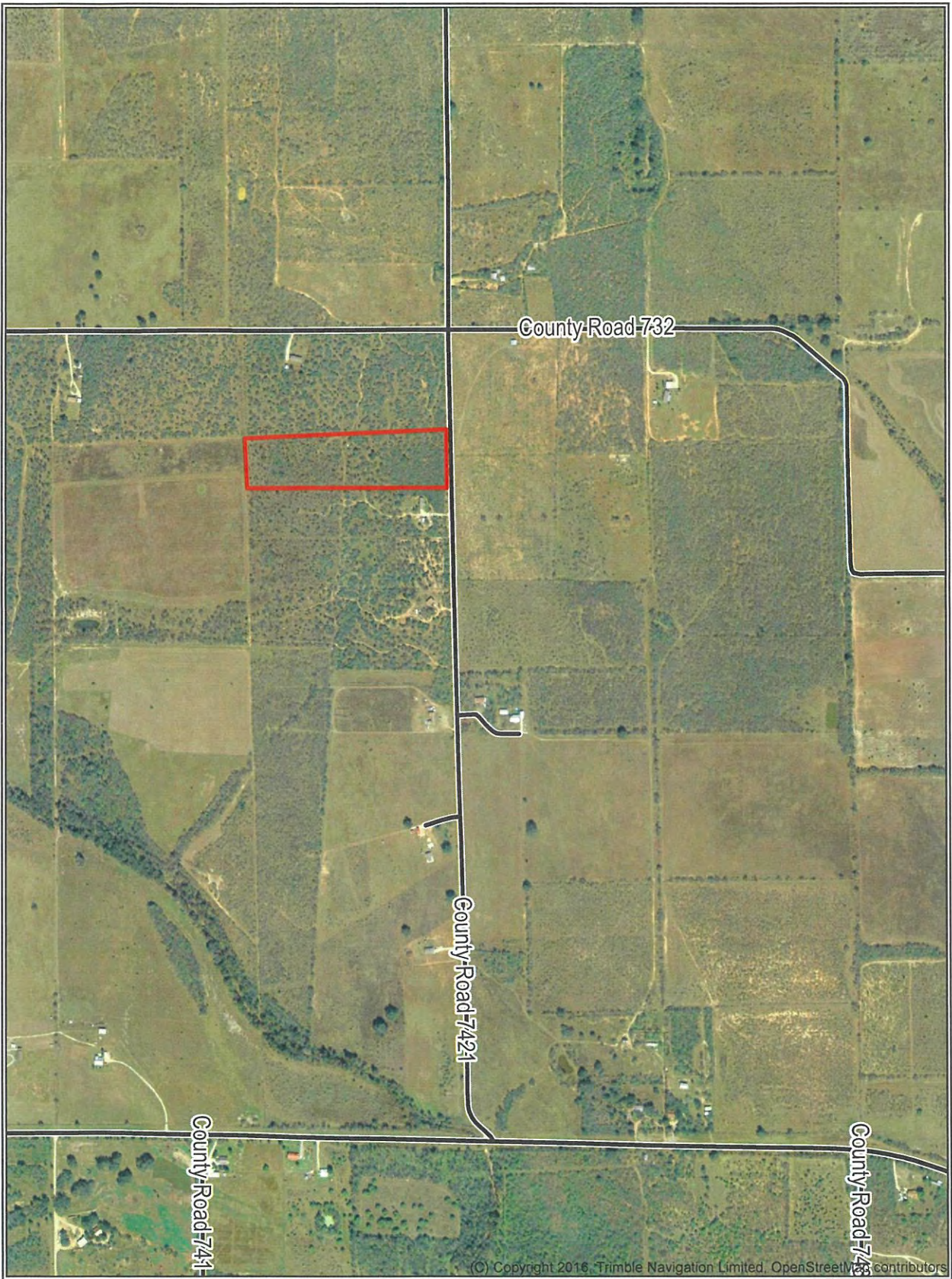


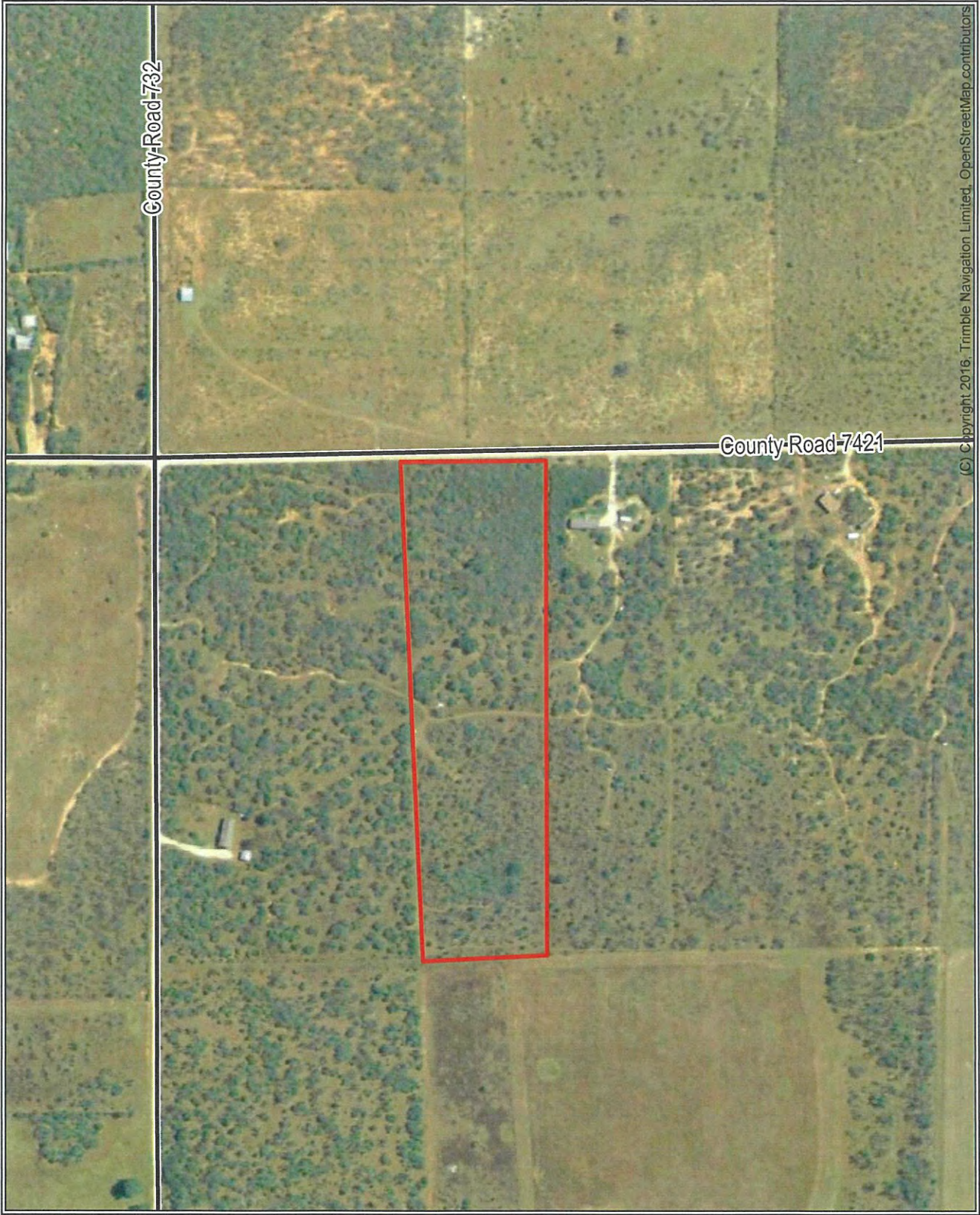
**SEE INSET
(TOP)**

**SEE INSET
(TOP)**







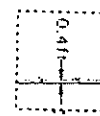
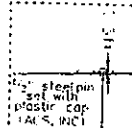
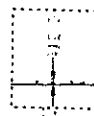
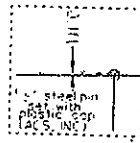


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SCALE 1:4800



Partition Deed
Exhibit "C" TRACT THREE
Phyllis Ann Dodson, et vir
John Michael Dodson
July 31, 1978
Volume 283, Pages 1026-1041



N01° 24' 41" W

350.10 ft

1/2" steel pin set with plastic cap (ACS, INC.)

Point of Beginning

1/2" steel pin set with plastic cap (ACS, INC.)

From this point a 1/2" rebar found for the Northwest Corner of a 170.60 acre tract to Gale Properties, Ltd., Vol. 620, Pgs 158 et seq. bears N 01° 24' 41" W, 705.20 ft.

Survey Number 797
Antonio Officer
Abstract Number 735

Doc# 2008002750
Vol. 710 Page 1144
8/3/2008 2:32PM

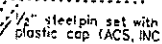
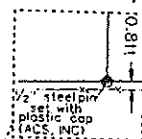
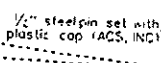
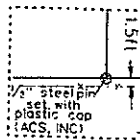
Remainder 170.60 acres
Gale Properties, Ltd.,
Volume 620, Pages 158-160

3 - M
11.51 Acres

Remainder 170.60 acres
Gale Properties, Ltd.,
Volume 620, Pages 158-160

Legend

- ① steel pin set (rebar) found or set as noted
- Tx. Dept. of Trans 4" by 4" right-of-way marker
- telephone pedestal
- U/G Warning Sign (telephone)
- utility pole
- water valve
- 30 — overhead utility lines
- x — wire fence



S01° 24' 41" E
381.99 ft

County Road 7421

found 3/4" from road



Scale: 1" = 200'

called 73.501 acres
Correction Partition Deed
to
Dana Ward Schuehle
Volume 21, Pages 212-221

Plat of Survey

11.51 acres of land out of Survey Number 797, Antonio Officer, Abstract Number 735 in Medina County, Texas. Being a portion of a 170.60 acre tract of land described in a deed to Gale Properties, Ltd., dated January 13, 2006, recorded in Volume 620, Pages 158-160 of the Official Records of Medina County, Texas.

Field Note description prepared separately dated January 17, 2006.
Contour lines shown hereon scaled from the U.S.G.S., Vancey, Texas Quadrangle, dated 1954.

BEARING BASIS: coordinates derived from GPS observations taken at (NAD83) (EPOCH 1982.0000) Latitude 28° 08' 20.0000" North, Longitude 99° 10' 02.22365" West, OPUS solution (PD's-DH3842, DF4371, DG5765) distances and areas shown hereon are surface.

FIELD BOOK 288, PGS. 3 - 55
PROJECT NUMBER 250052

SCALE 1" = 200' FILE 25052 dgn- 250052M3.dgn



ACS
INCORPORATED

Land Surveying

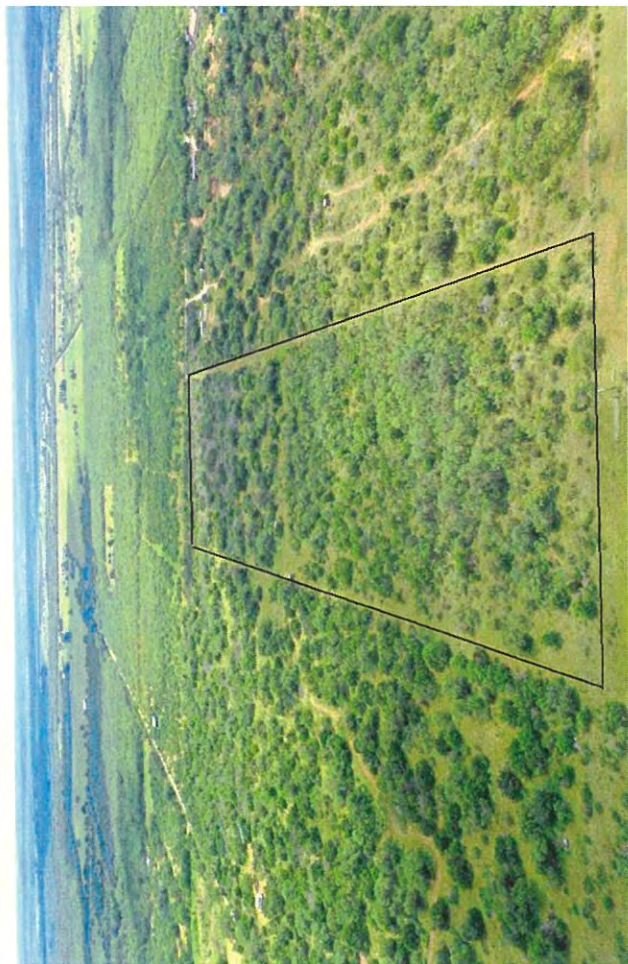
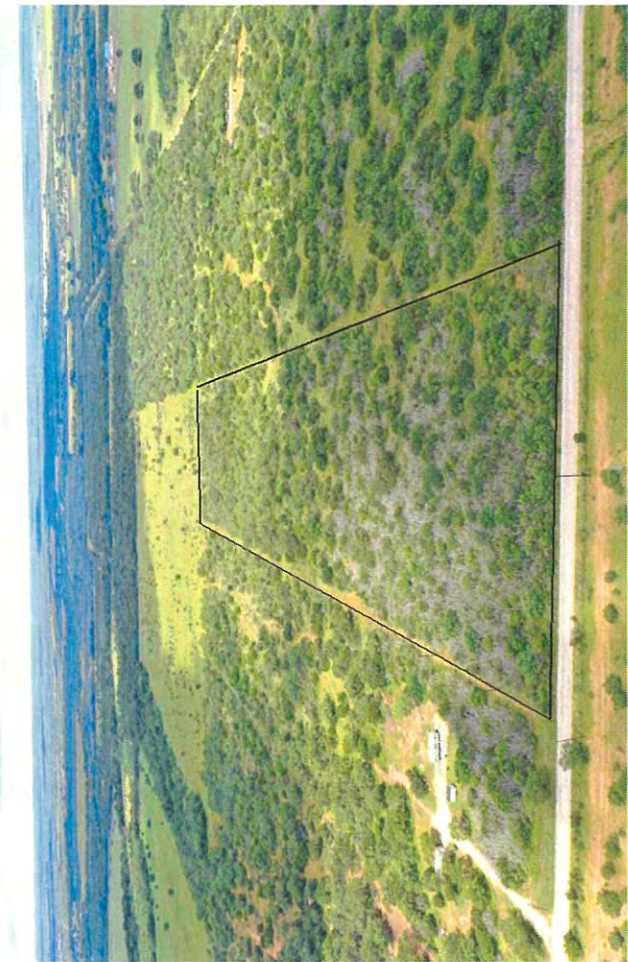
Land Planning

15515 San Pedro, San Antonio, Texas (710) 494-6406

P.O. Box 160609, San Antonio, Texas 78280 - 2809 Fax (210) 494-9840
THIS THE 17th DAY OF JANUARY 2006.
Revised April 8, 2006 to reflect WARRANTY DEED to Gale Properties, Ltd.,
Recorded in Volume 620, Pages 158-160 of the Official Records of Medina County,
Texas.

SURVEYED BY

MICHAEL J. HARRIS
REGISTERED PROFESSIONAL LAND SURVEYOR







RESTRICTIVE COVENANTS AND EASEMENTS
MEDINA COUNTY ACREAGE

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them to-wit:

1. All tracts shall be used solely for residential purposes. No activity shall be conducted on any of these tracts which is noxious or harmful by reason of emission of odor, dust, smoke, gas fumes, noise or vibration.
 2. No tract may be subdivided unless written approval is given by the Seller, its assignees, successors or designees.
 3. No building other than a single-family residence containing not less than 1200 square feet, exclusive of open porches, breezeways, carports, and garages, shall be moved onto, erected or constructed on any residential tract and no garage may be erected except simultaneously with or subsequent to erection of residence. All building must be completed not later than six (6) months after laying of foundations. No structures of any kind may be moved onto the property, except for new or refurbished double wide manufactured homes not older than 5 years from date of manufacturer and constructed in accordance with the Manufactured Housing Standard Act, Title 83 of the United States Code. Any manufactured home moved on the property must be approved in writing by the Seller, its assignees, successors or designees and have axles, wheels, and towing devices removed. All residences must be completely enclosed from the ground level to the lower portion of the outside walls with masonry or other fabricated material, approved in writing by the Seller, its assignees, successors or designees, so as to maintain a neat, harmonious appearance and remove posts and piers from outside view within sixty (60) days after utilities are connected to each residence.
 4. No improvements shall be constructed or erected on any tract nearer than fifty (50) feet to the front property line; no nearer than twenty (20) feet to the side and rear property lines. However, fences may be erected on the property lines. All improvements, driveways, slabs, fences, etc., must be approved in writing by Seller or its designee before any construction of a residence or any manufactured home is moved onto any tract.
 5. No advertising or "For Sale" signs may be erected without written approval of Seller.
 6. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two (2) coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic system approved by State and local Departments of Health. Before any work is done pertaining to the location of utilities, approval of said location must be first obtained from the Seller and the local Department of Health. No removal of trees or excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Seller.
-

7. No noxious, offensive, unlawful or immoral use shall be made of the premises.
 8. A reasonable number of dogs, cats or other household pets may be kept provided that they and any/all other livestock are not kept, bred or maintained for any commercial purpose. No kennels may be kept or maintained on any tract.
 9. The Seller reserves to itself, its successors or assigns, a twenty foot (20') wide public utility, drainage and embankment back slope easement adjacent to all street right of way lines, a fifteen (15') utility easement along the side and rear boundary lines, and a floating forty by twenty five (40' by 25') guy wire easement as required by Medina Electric Cooperative of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including, but not limited to gas, water, electricity, telephone, drainage and sewage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Seller to supply such service.
 10. All tracts are subject to easements, liens, and restrictions of record and are subject to any applicable zoning rules and regulations. All minerals in, on, or under the above mentioned property are excepted from the Contract and are hereby reserved to the Seller. The surface of the lots shall not be used for exploration, drilling or development of any materials.
 11. No junk, wrecking or auto storage yards shall be located on any tract. Each tract shall be maintained in a neat manner, and at no time shall there be any boat hulls, inoperable automobiles, trucks, or vehicles on the premises; nor shall there be any garbage dumps, junk yards, stacks of lumber or cumulation of rubbish piles. Purchaser agrees to keep this property neat in appearance and shall be responsible to keep brush and undergrowth at a minimum. In the event Purchaser fails in this obligation, he agrees that Seller or his agent may enter the property and perform whatever work in the opinion of the Seller is necessary to render the property neat in appearance and Seller may charge Purchaser a reasonable charge for this service.
 12. Except as hereinabove provided, the restrictions herein contained shall run with the land until January 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or part.
 13. Invalidity of any one of these covenants or restrictions by judgment of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.
-

Any provision here which restricts the sale,
rental or use of the described real property
because of color or race is invalid and
unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF MEDINA

hereby certify that the Instrument FILED in
number sequence and stamped hereon by
me and was duly RECORDED in the Official
Records of Medina County Texas on 08/14/2007
COUNTY CLERK
MEDINA COUNTY, TEXAS



Lisa J. Warrath



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.

| | | | |
|---|---------------|---------------------------------|---------------------|
| Bob Heyen Realty | 459073 | bobheyenrealty@gmail.com | 830-426-4333 |
| Licensed Broker /Broker Firm Name or Primary Assumed Business Name | License No. | Email | Phone |
| Kyle J. Heyen | 459073 | bobheyenrealty@gmail.com | 830-426-4333 |
| Designated Broker of Firm | License No. | Email | Phone |
| Licensed Supervisor of Sales Agent/ Associate | License No. | Email | Phone |
| Kyle J. Heyen | 459073 | bobheyenrealty@gmail.com | 210-912-6007 |
| Sales Agent/Associate's Name | License No. | Email | Phone |



Buyer/Tenant/Seller/Landlord Initials

Date