

# +/- 2.12 Acres Nacogdoches Road

Nacogdoches Road, San Antonio TX 78247



OFFERING MEMORANDUM

29.5901, -98.3709

## OFFERING SUMMARY

ADDRESS **Nacogdoches Road  
San Antonio TX 78247**

OFFERING PRICE

PRICE PSF

LAND SF **92,521 SF**

LAND ACRES **2.12**

ZONING TYPE **C-2 R-6**

# OF PARCELS **1**

DEMOGRAPHICS	1 MILE	3 MILE	5 MILE
2020 Population	9,564	106,974	289,154
2020 Median HH Income	\$101,557	\$52,809	\$40,863
2020 Average HH Income	\$156,428	\$87,509	\$65,290



- +/- 2.12 acres just off the corner of Nacogdoches and Toepperwein Rd.
- Utilities Available
- Next to Dialysis Center With Shared Access for Ingress and Egress
- Nearby Single Family Development

## PROPERTY FEATURES

LAND SF	92,521
LAND ACRES	2.12
# OF PARCELS	1
ZONING TYPE	C-2 R-6
TOPOGRAPHY	Level

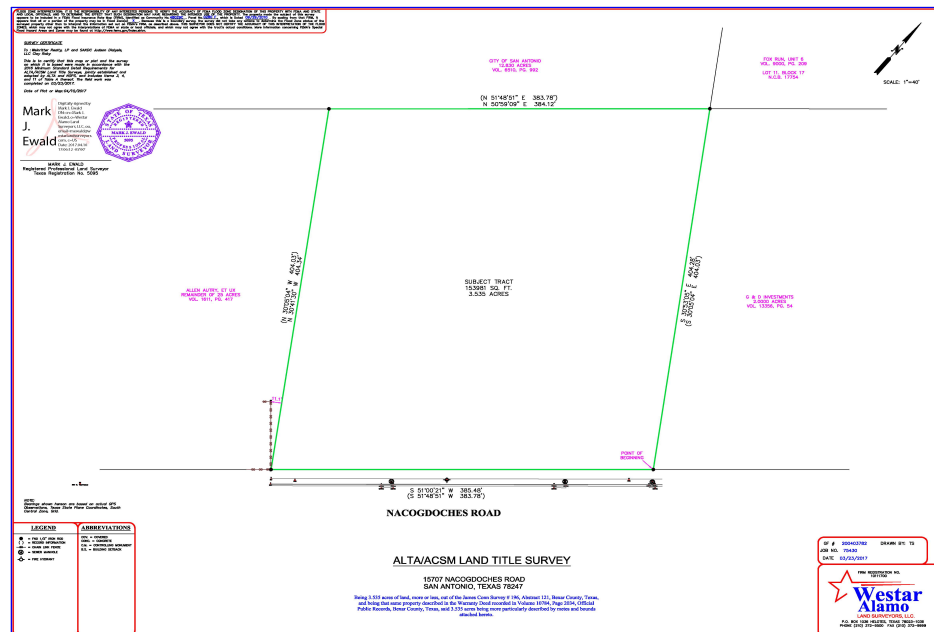
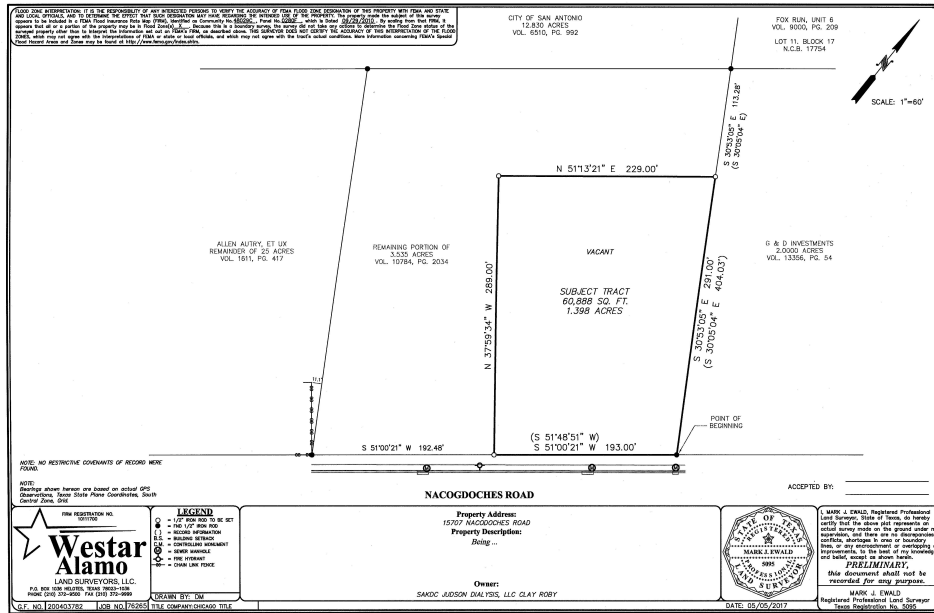
## UTILITIES

WATER	Yes
ELECTRICITY / POWER	Yes



## Good Visibility

- Off the Corner of Nacogdoches and Toepperwein Road





Nacogdoches Road

Nacogdoches Road

Nacogdoches Road

FM 2252

2252

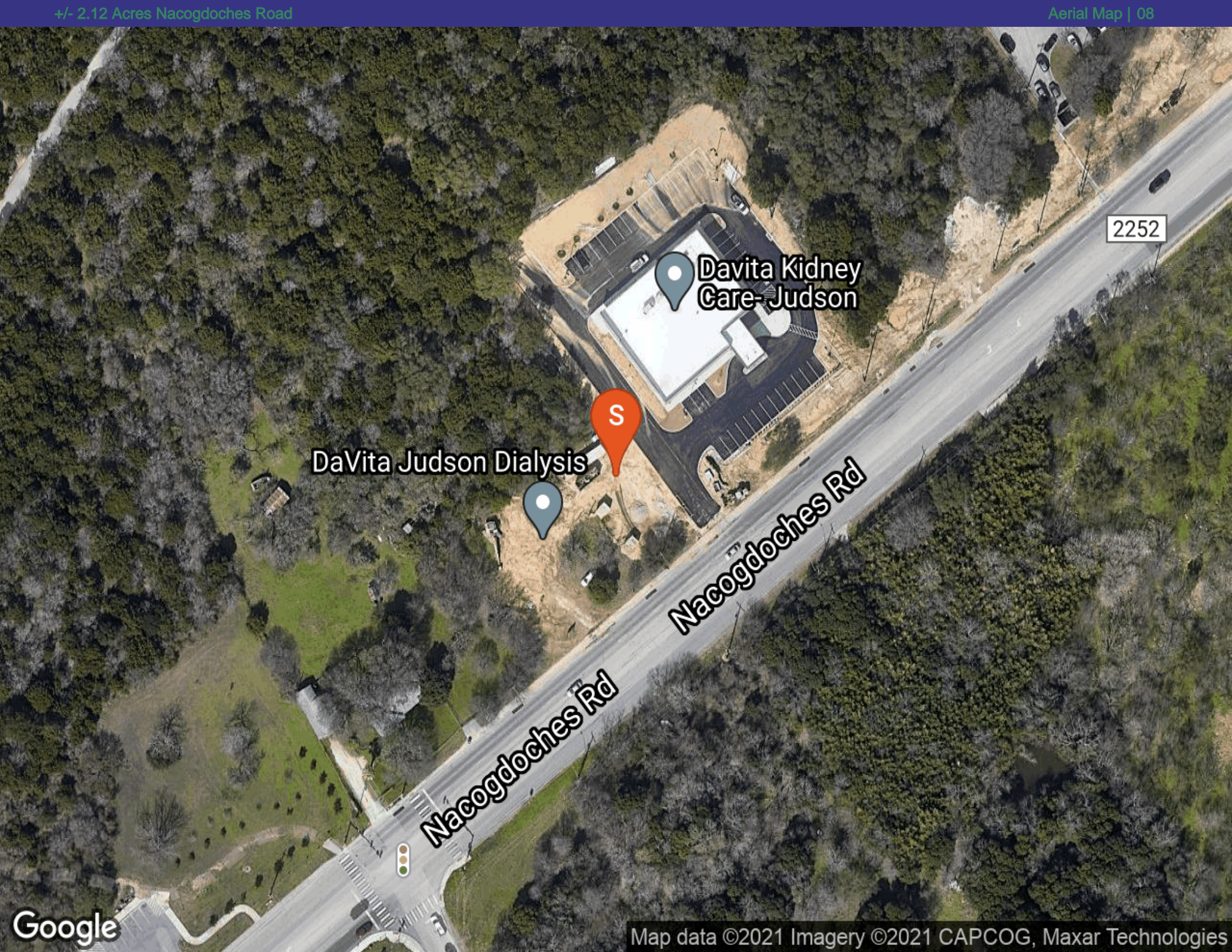
20" IN

20" IN

8" IN

8" IN

8" IN



DaVita Judson Dialysis

DaVita Kidney  
Care-Judson

Nacogdoches Rd

Nacogdoches Rd

2252

EXHIBIT D  
PROHIBITED USES

1. **Prohibited Uses.** Except with Buyer's written consent, any of the following uses shall not be permitted on Seller's Retained Property.
  - a. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, any outdoor speakers, any use which creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;
  - b. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
  - c. Any "second hand" store, "surplus" store;
  - d. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
  - e. Any dumping, disposing, incineration, or reduction of garbage (exclusive of appropriately screened trash compactors or trash containers located near the rear of any building);
  - f. Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
  - g. Any central laundry, dry cleaning plant, coin-operated laundry, or laundromat (except that a dry cleaner that performs all dry cleaning outside the Seller's Retained Property shall be permitted);
  - h. Any automobile, truck, trailer, motorcycles, boat, or recreational vehicle sales, leasing, display or body shop repair operation;
  - i. any place of recreation (including but not limited to bowling alley, skating rink, or game arcade);
  - j. Any live performance theater, auditorium, meeting hall, sporting event, or similar entertainment use;
  - k. Any living quarters, sleeping apartments, or lodging rooms;
  - l. Animal raising or boarding facilities (except to the extent permitted below);
  - m. Any mortuary or funeral home;

- n. Any "Pornographic Use", which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational [provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in comparable centers in San Antonio, Texas (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or (y) a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto [provided, however, that the sale or rental of such videos by a national video store of the type normally located in comparable centers in San Antonio, Texas (such as, for example, Blockbuster or West Coast Video, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or massage parlor [except for therapeutic massages given in connection with the operation of a day spa or health club which may otherwise be permitted];
- o. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;
- p. Any bar, tavern, or other establishment selling alcoholic beverages for on- or off-premises consumption, except to the extent incidental to a restaurant;
- q. Any catering or banquet hall;
- r. Any amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall;
- s. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant;
- t. Any unlawful use;
- u. Any flea market, pawn shop, gun shop, or tattoo parlor, (except that incidental sales of guns may occur at a full-line sporting goods store [such as Academy Sports]);
- v. Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility;
- w. Any carnival, amusement park or circus;

- x. movie theater;
- y. any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant, except for dispensing by a duly licensed pharmacy; or
- z. shooting gallery.



## 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:
  - 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.

Dym Realty Services, LLC	0604822	jdym@dymrealtyservices.com	2107108327
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Joshua Dym	0533456	jdym@dymrealtyservices.com	2107108327
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Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
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Sales Agent/Associate's Name	License No.	Email	Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date