



Bee Creek Rd & Siesta Shores Dr.

2215 Bee Creek Rd, Spicewood, TX 78669



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GOLD EAGLE INVESTMENTS

COMMERCIAL REAL ESTATE SPECIALISTS



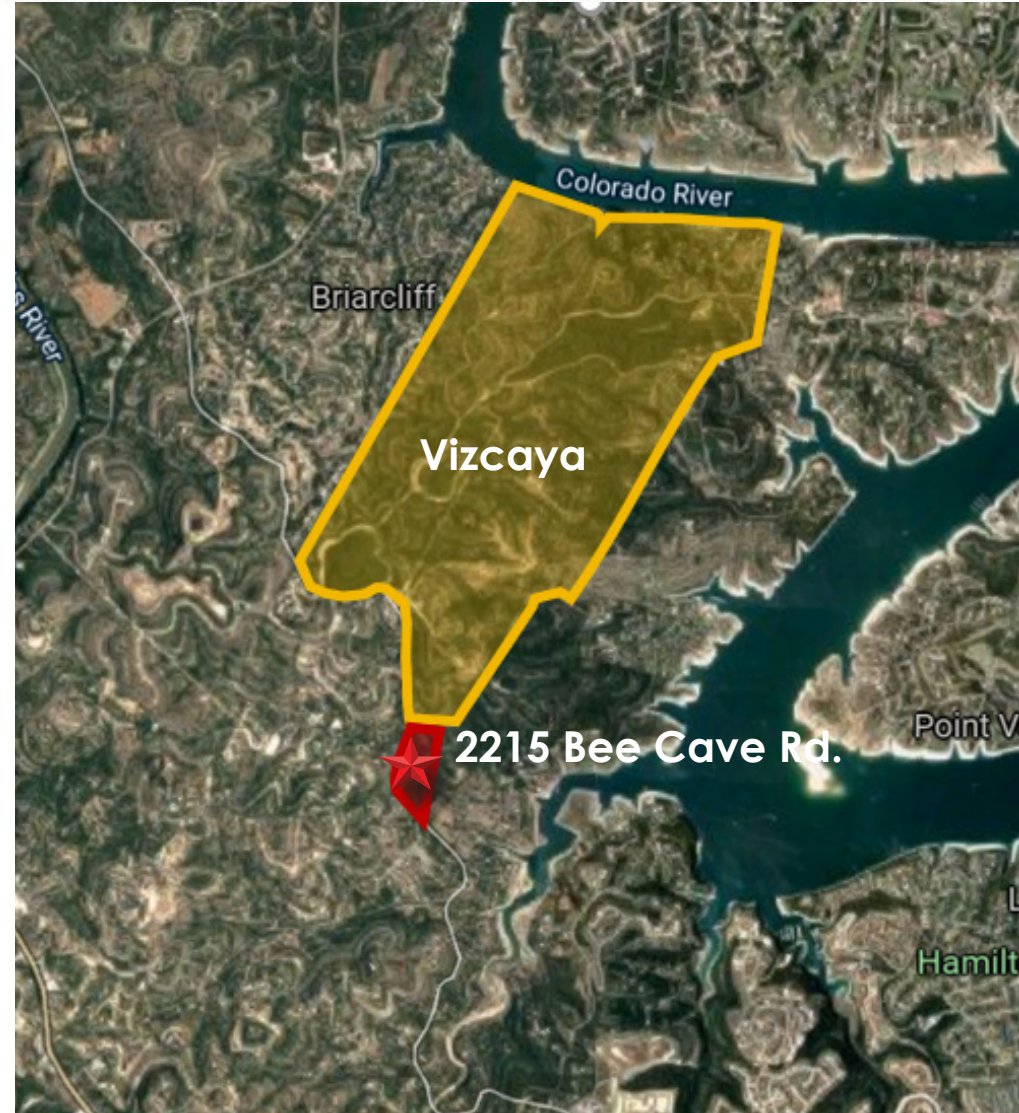
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Property Offering

Capella Commercial, LLC is pleased to offer an exceptional opportunity to purchase a 5.43 acre tract located on Bee Creek Road at Siesta Shores. While there is elevation on the tract, it has considerable frontage on Bee Creek Road to accommodate retail or, as the owners have planned, two 10,000 sf office/warehouse buildings.

Vizcaya is a 1,058-acre project planned at Bee Creek Road and Thurman Bend Road, according to a permit application with the Lower Colorado River Authority (LCRA). The eastern side of the project is located across Siesta Shores from the subject. The project would include 498 houses, a golf course and clubhouse, a water treatment plant, a wastewater treatment plant and amenities. It is currently in application approval stage with the LCRA. The project was approved in 2008 and 2012 but the approvals expired.

The owners have architectural drawings for two 10,000 sf office/warehouse buildings, and the property already has a well onsite. However, with the large planned development across the street, the highest and best use is probably retail which would include a convenience store and additional retail.



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Property Information

Location 2215 BEE CREEK RD, SPICEWOOD, TX 78669, Travis County

Legal ABS 131 SUR 45 Beaty Seale & Forwood ACR 5.4300

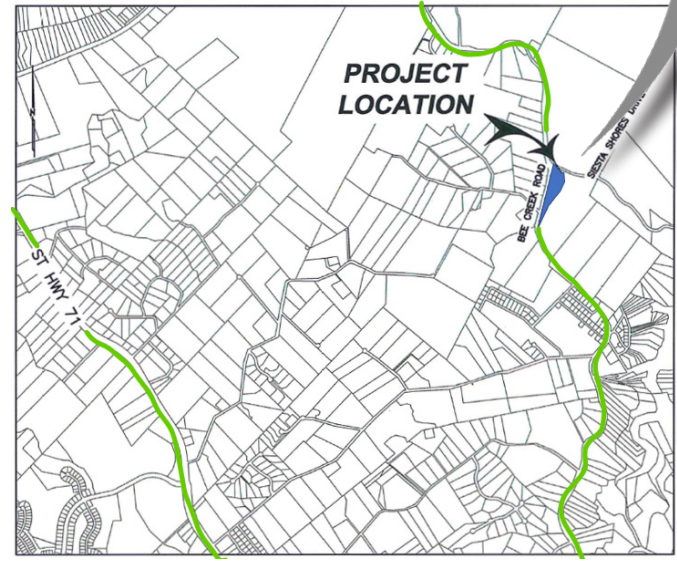
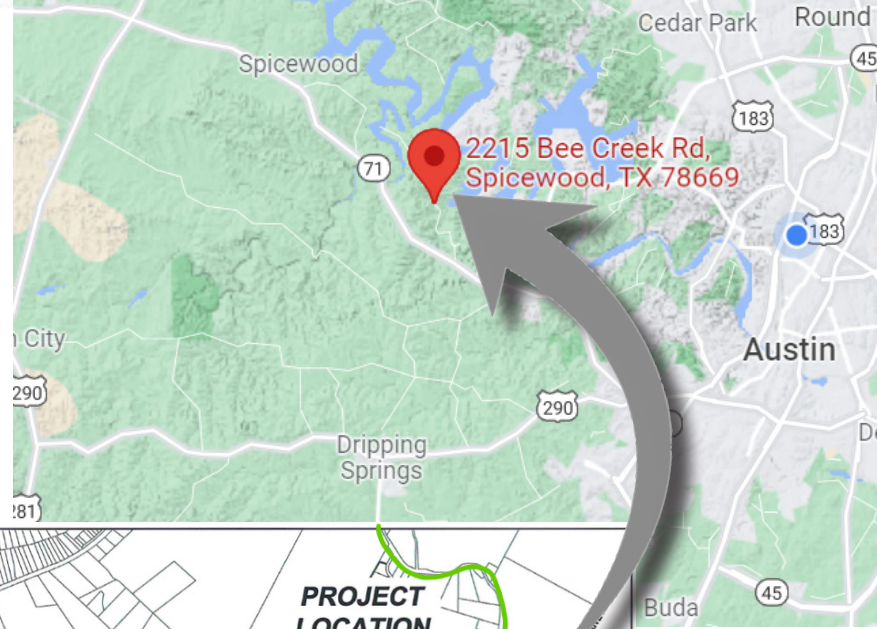
Site Area Total of 5.43 Acres Zoning

Zoning None (in Travis County)

Frontage/Access Bee Creek Rd.

Construction No improvements at this time, plans for two 10,000 SF office warehouse buildings

Utilities Well drilled but no pump.
PEC available but not ordered. Three phase power available.
Septic design done but not permitted.



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DISCLAIMER

Helen Jobes (Broker) has been authorized to present this Offering Memorandum regarding the sale of 2215 Bee Creek, Spicewood, Texas.

This Offering Memorandum has been prepared by Broker for use by a limited number of parties and does not necessarily purport to provide an accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective investors may need or desire. All projections have been developed by Broker and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of Broker and Owner, and therefore are subject to variation. No representation is made by Broker or Owner as to the accuracy or completeness of the information contained herein, and nothing contained herein is, or shall be relied on as, a promise or representation as to the future performance of the Property. Although the information contained herein is believed to be correct, Broker and Owner and its employees disclaim any and all liability for representations and warranties, expressed and implied, contained in, or for omissions from, the Offering Memorandum or any other written or oral communication transmitted or made available to the recipient. The Offering Memorandum does not constitute a representation that there has not been a change in the business or affairs of the Property or Owner since the date of preparation of the Offering Memorandum. Analysis and verification of the information contained in the Offering Memorandum is solely the responsibility of the prospective Purchaser.

Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or terminate discussions with any entity at any time with or without notice. Neither the Offering Memorandum, nor any offer or inquiry made by any entity reviewing the Offering Memorandum, nor any negotiations or discussions among Owner, Broker or any such entity, shall be deemed to create a binding contract between Owner and such entity. If Owner accepts an offer made by any such entity, it is expected that a written contract for the purchase of the Property will be negotiated between the parties. All legal rights and obligations between such entity, on the one hand, and Owner, on the other hand, will come into existence only when such a purchase contract is fully executed, delivered and approved by owner and its legal counsel, and any conditions to Owner's obligations there under have been satisfied or waived, and the legal rights and obligations of the parties shall at that time be only those which are set forth in the purchase contract and other documents specifically referred to in the purchase contract.

This Offering Memorandum and the contents, except information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Offering Memorandum, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Offering Memorandum or any of the contents to any other entity (except to outside advisors retained by you if necessary, for your determination of whether or not to make a proposal and from whom you obtained an agreement of confidentiality) without the prior written authorization of Owner, and that you will not use the Offering Memorandum or any of the contents in any fashion or manner detrimental to the interest of Owner or Broker.

If you have no interest in the Property at this time, please return the Offering Memorandum forthwith.



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 a.cts 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 transacton received by the broker;
- Answer the client's questons and present any over to or counter-oter 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 licensee 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 writting 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 over; and
 - any confidential information or any other information that a party specifically instructs the broker in writting 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.

Gold Eagle Investments

Licensed Broker / Broker Firm Name or Primary Assumed Business Name

License No.

Helen Jobes

331434

Designated Broker of Firm

License No.

Licensed Supervisor of Sales Agent/ Associate

License No.

John Jobes

Sales Agent/Associate's Name

License No.

Buyer/Tenant/Seller/Landlord Initials

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