

Great small acreage tracts near Burton

- Between Burton, Carmine, Round Top
- Just minutes from Hwy 290
- Situated halfway between Houston and Austin
- Restricted home sites



M&S Ln. and FM 2502 Burton, TX 77835

\$65,000-\$99,000



These tracts offer high hilly terrain with long distant views over the countryside. Ideal weekend or permanent home sites. Seller to retain all minerals and will waive surface rights. Seller is licensed broker in the State of Texas. **SUBJECT TO COUNTY APPROVAL.**

For more info call Roger Chambers at 979-830-7708 or Susan Kiel at 979-251-4078.



Size & Prices:

Tract 1	2.807 ac.	\$65,000	CONTRACT PENDING
Tract 2	2.807 ac.	\$65,000	
Tract 3	8.12 ac.	\$99,000	
Tract 4	4.579 ac.	\$89,000	
Tract 5	5.36 ac.	\$99,000	

Exclusively
Offered by:



Roger Chambers
Market Realty, Inc
2201 Becker Dr.
Brenham, TX 77833
Office: 979-836-9600
Cell: 979-830-7708
www.marketrealty.com
burton@marketrealty.com



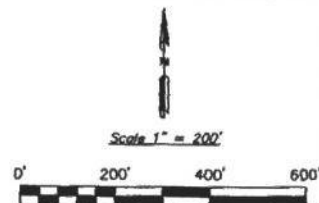
The information contained herein, while obtained from sources deemed reliable, is not warranted by Market Realty, Inc.



Final Plat of Greenvine Acres Subdivision

A Subdivision of 23.68 Acres
in the Duncan McIntyre Survey, A-158
Washington County, Texas

The purpose of this plat is to create Lot 1 (2.807 Ac.), Lot 2 (2.807 Ac.), Lot 3 (8.12 Ac.), Lot 4 (4.579 Ac.) & Lot 5 (5.36 Ac.), situated in Washington County, Texas, being out of the Duncan McIntyre Survey, Abstract No. 158, and being out of a called 133.61 acre tract described in that deed from Elvera Tadel, et vir to Texas Millennium, L.L.C., dated May 1, 2015, and recorded in Volume 1503, Page 0782 of the Official Records of Washington County, Texas.



Property Owner: Texas Millennium, L.L.C.
3301 Butler
Brenham, TX 77833
Plat Prepared by: Blakey Land Surveying
4000 Wilshire Lane
Burton, TX 77835

sm = control monument
sp = power (utility) pole
SE = overhead electric line
etc = shared driveway easement

OWNER'S ACKNOWLEDGEMENT

We, Texas Millennium, L.L.C., a Texas Limited Liability Company, (being Roger Chambers, Stephen James, and Dan Holtkamp), owners of the property subdivided in the above and foregoing map of the Greenvine Acres Subdivision, do hereby make subdivision of said property, according to the lines, streets, lots, alleys, parks, building lines, and easements therein shown, and dedicate said subdivision as Greenvine Acres Subdivision in the Duncan McIntyre Survey, Abstract No. 158, Washington County, Texas, and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades, and do hereby bind ourselves, or our heirs and assigns to warrant and forever defend the title to the land so dedicated.

This is to certify that we, Texas Millennium, L.L.C., a Texas Limited Liability Company, have complied with or will comply with all regulations heretofore on file with the County and adopted by the Commissioners Court of Washington County, Texas.

There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide for a place twenty (20) feet above the ground upward, located adjacent to all easements.

Further, we, do hereby dedicate forever to the public a strip of land a minimum of fifteen (15) feet wide on each side of the centerline of any and all ditches, ravines, draws, sloughs or other natural drainage purposes, giving Washington County and/or other public agency the right to enter upon said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures.

Further, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title of the property, and shall be enforceable, at the option of Washington County, by Washington County or any citizen thereof, by injunction as follows:

- 1) The drainage of septic tanks into road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
- 2) Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

Further, we Texas Millennium, L.L.C. do hereby declare that all parcels of land designated as lots on this plat are intended for the construction of residential dwelling units thereon and shall be restricted for some under the terms and conditions of such restrictions filed separately, unless otherwise noted.

Witness our hands in _____, Washington County, Texas,

this the _____ day of _____, 2016.

Roger Chambers

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This instrument was acknowledged before me on this _____ day of _____, 2016 by Roger Chambers.

Notary Public
State of Texas

Notary's Name (Printed)
Notary's Commission Expires:

Stephen James

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This instrument was acknowledged before me on this _____ day of _____, 2016 by Stephen James.

Notary Public
State of Texas

Notary's Name (Printed)
Notary's Commission Expires:

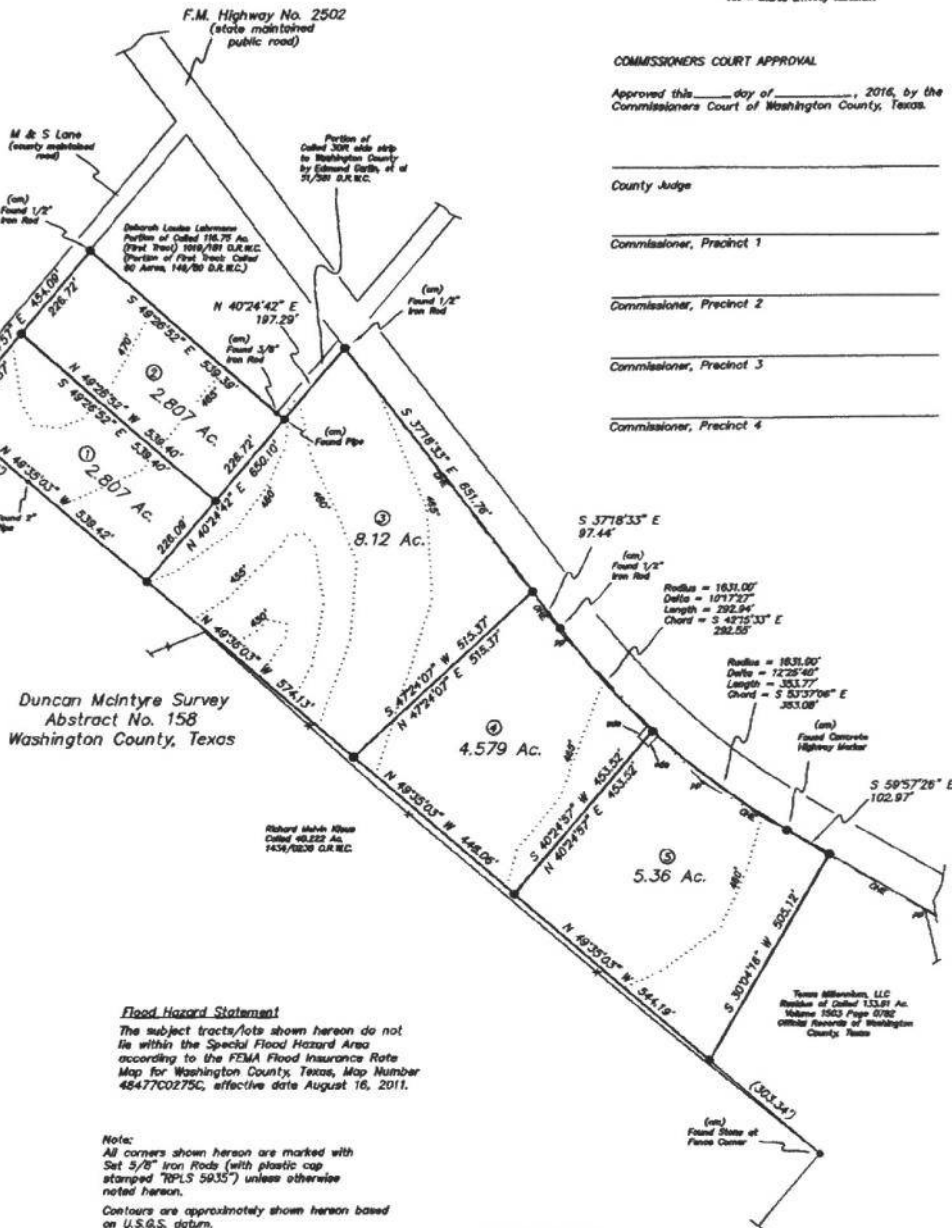
Don Holtkamp

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This instrument was acknowledged before me on this _____ day of _____, 2016 by Don Holtkamp.

Notary Public
State of Texas

Notary's Name (Printed)
Notary's Commission Expires:



Flood Hazard Statement

The subject tracts/lots shown hereon do not lie within the Special Flood Hazard Area according to the FEMA Flood Insurance Rate Map for Washington County, Texas, Map Number 48477C0275C, effective date August 16, 2011.

Note:

All corners shown hereon are marked with Set 5/8" Iron Rods (with plastic cap stamped "RPLS 5935") unless otherwise noted hereon.

Contours are approximately shown hereon based on U.S.G.S. datum.

Bearings shown hereon are based on the record bearings for the original called 133.61 acre tract, recorded in Volume 1503, Page 0782, O.R.N.C.

THE STATE OF TEXAS
COUNTY OF WASHINGTON

I, Beth Rothermal, Clerk of the County Court of Washington County, Texas, do hereby certify that the within instrument was filed with my office on the _____ day of _____, 2016, at _____ o'clock, _____ m., and duly recorded on the _____ day of _____, _____ o'clock, _____ m., in cabinet _____ sheet _____ of the _____ records of said county.

Beth Rothermal
Clerk of the County Court of Washington County, Texas

By _____

This is to certify that I, Michael J. Blakey, a Registered Professional Land Surveyor of the State of Texas, Registration No. 5935, have plotted the above subdivision from an actual survey on the ground meeting all minimum standards as set forth by the Texas Board of Professional Land Surveyors; and that all easements as appear of record in the office of the County Clerk of Washington County, Texas, are depicted thereon and that all lot corners, angle points, and points of curve are properly marked with iron rods of minimum 5/8 inch diameter and thirty (30) inches long, and that this plat correctly represents that survey made by me.

Michael J. Blakey
Registered Professional Land Surveyor No. 5935

M.D.#2015-2278

Greenvine Acres Subdivision

Blakey Land Surveying

RPLS 4062 RPLS 5935

4000 Wilshire Lane
Burton, Texas 77835

(979) 282-2800

Greenvine Acres SD



RESTRICTIONS AND PROTECTIVE COVENANTS GREENVINE ACRES SUBDIVISION

The lands described herein are subject to the following covenants, restrictions, and conditions, which shall be covenants to run with the land, as hereinafter set out:

1. The hereinafter described property shall be used for single family dwellings, single family dwellings with guest quarters and agricultural purposes only. No multi-family dwellings or commercial business operations are allowed.
2. Prior to occupancy of a parcel, each parcel owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining parcels, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquids.
3. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.
4. No part of the hereinabove described property shall be used as a junkyard, wrecking yard, derelict car, truck or vehicle lot, or trailer park. No abandoned or junked cars, tractors or other vehicles are to be permitted on the property.
5. No structures of a temporary character, mobile home, modular home, manufactured home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence.
6. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any parcel, except "for sale" signs.
7. Single family residential dwellings to be constructed or moved upon the premises shall contain no less than 1,200 square feet of covered living area, exclusive of open porches, patios, garages, and other outbuildings. All buildings must be completed within 12 months from the date construction begins. Any fence built must be constructed and maintained in a good workmanlike manner. No chain link, hurricane, razor wire or game proof fence is allowed.
8. No more than one (1) head of livestock per $\frac{1}{4}$ of an acre, or cow-calf unit per acre, shall be kept and/or placed on the lands herein conveyed. No swine or poultry brood operations shall be kept or permitted on the premises, except those being used for 4-H or FFA projects.

9. No tract may be re-subdivided less than 2 acres unless written approval by 100% of the then owners of the subdivision is obtained prior to re-subdividing.
10. No structure, home, barns, sheds and storage buildings may be constructed on said premises nearer than 25 feet from the front property line or any property line adjacent to a public road or nearer than 25 feet from any side or rear property line.
11. All oil, gas and other minerals situated in, on or under the surface of the Property, including but not limited to any portion of the Property now or hereafter lying within any public street or roadway located on the Property, shall be and hereby are reserved and retained by and unto the developers of subdivision/Texas Millennium LLC and all third party previous owners of said minerals, their successors and assigns, and shall be and hereby are expressly excluded and excepted from any future conveyance of the Property, or any part thereof. Texas Millennium LLC hereby waives all rights of ingress and egress to the surface for the exploration of said mineral interest.
12. The above covenants are to run with the land and shall be binding upon all parties or persons claiming under grantees, and grantees' heirs, successors and assigns, until January 1, 2035 after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
13. Enforcement of the foregoing restrictions and protective covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any of the covenants and restrictions, either to restrain said violations and/or to recover damages. Said proceedings may be brought by any property owner who owns land out of the original 23.673 acre tract of which the property hereinabove described is a part. Nothing contained herein shall be so construed as to require developer (Grantor) to enforce said covenants and restrictions in behalf of the other property owners.

Texas Millennium LLC Date

By: _____
Roger Chambers

Don Holtkamp

Stephen James

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

- **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.

- 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.

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 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.

- 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.

<u>Market Realty, Inc.</u> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<u>462379</u> License No.	<u>agents@marketrealty.com</u> Email	<u>979-836-9600</u> Phone
<u>Roger D. Chambers</u> Designated Broker of Firm	<u>355843</u> License No.	<u>appraisals@marketrealty.com</u> Email	<u>979-830-7708</u> Phone
<u>Licensed Supervisor of Sales Agent/ Associate</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
<u>Sales Agent/Associate's Name</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>

Date _____