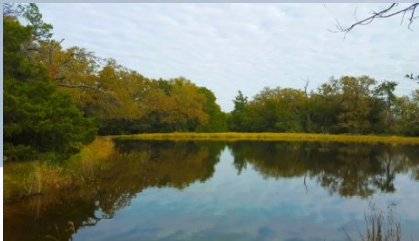


# Tracts near Lake Somerville

Rehburg Acres  
just north of Burton

Different size  
tracts available

Fischer Rd & Ben Tap ln.  
Burton, TX 77835



These restricted residential ranchette sites range from 3.4 to 23 acres. Nice large oaks on some tracts, great neighborhood, paved roads, with electric and community water available. Located in Burton ISD. Tracts are attractive for permanent or week-end homes. Lightly restricted for residential and agricultural use. Great community to be a part of! Seller is licensed broker in state of TX.

Tract 1	23ac.	<del>\$267,000</del>	<b>SOLD</b>
Tracts 2-4	3.4 ac. each	\$80,000	
Tracts 5	3.9 ac.	\$78,000	
Tracts 7-9	5.1 ac. each	\$90,000	
Tract 10	6.7ac.	\$120,000	
Tract 11	6.7ac.	<del>\$140,700</del>	<b>SOLD</b>
Tracts 12,13	8.6 ac. each	\$170,000	

FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

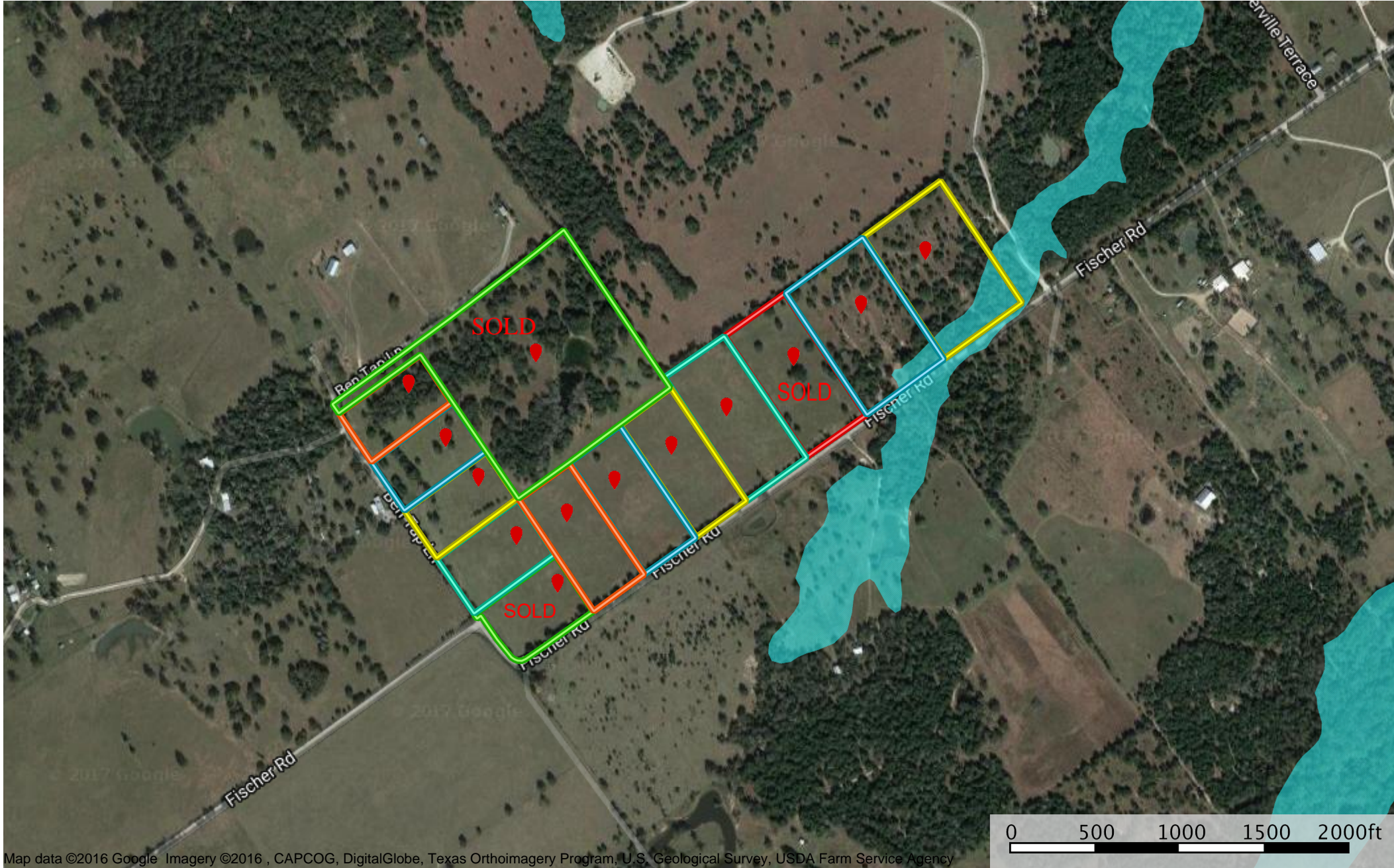


Roger Chambers  
Market Realty, Inc  
Office: 979-836-9600  
Cell: 979-830-7708  
appraisals@marketrealty.com  
www.marketrealty.com



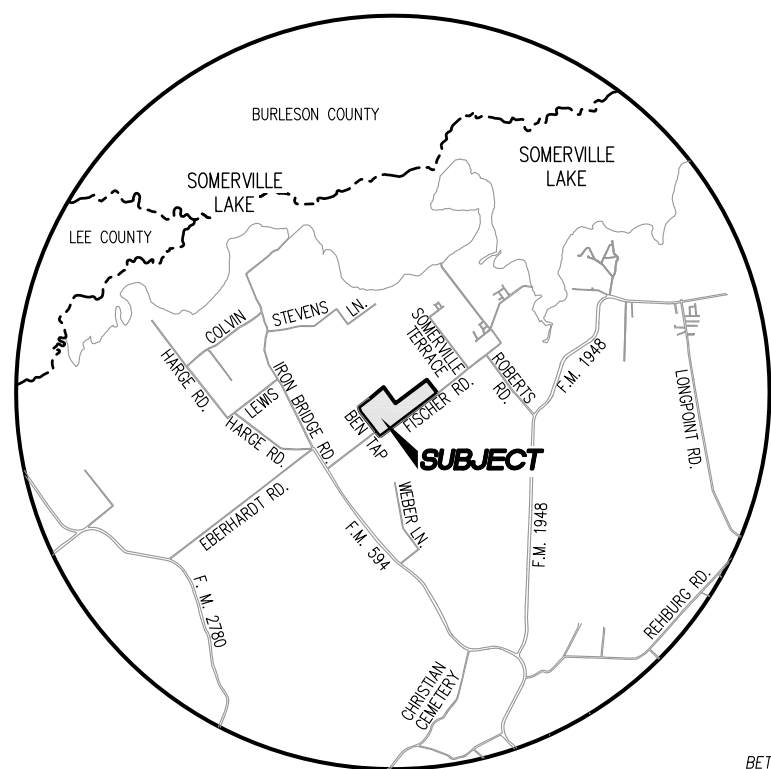
The information contained herein, while obtained from sources deemed reliable, is not warranted by Market Realty, Inc.





- Tract 1
- Boundary
- Boundary
- Boundary
- Boundary
- Boundary
- Boundary 7 . 067ac

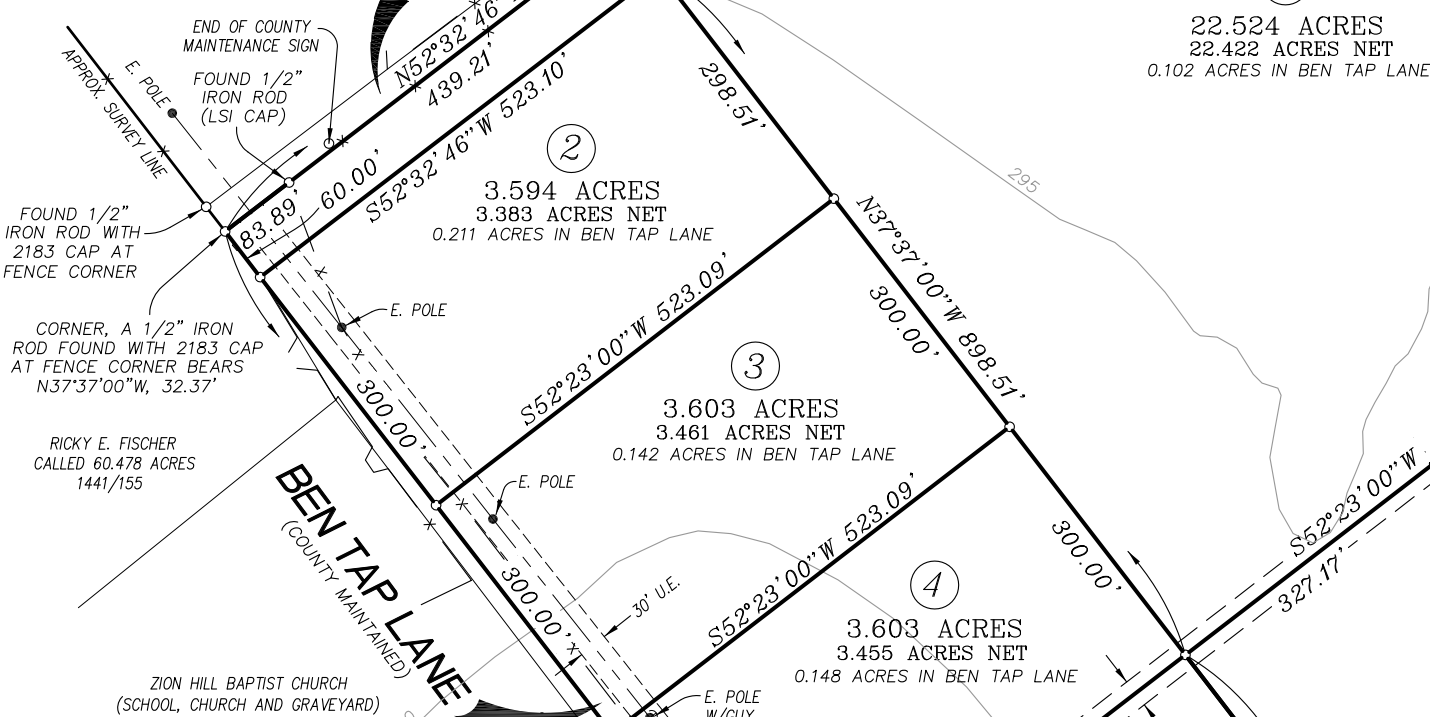




Location Map  
NTS

Property Owner  
Texas Millennium, L.L.C.  
2201 Becker  
Brenham, Texas 77833  
TEL: (979) 836-9600

Plat Prepared by  
Lampe Surveying, Inc  
1408 West Main Street  
Brenham, Texas 77833  
TEL: (979) 836-6677



**D. B. FRIAR  
SURVEY, A-42**  
WASHINGTON COUNTY, TEXAS

LINE TABLE

Course	Bearing	Distance
L1	S55°55'38"W	38.20'
L2	N43°51'52"W	86.87'
L3	N38°18'16"W	178.55'
L4	S52°25'33"W	23.09'
L5	N37°37'00"W	24.09'

CURVE TABLE

Curve	Radius	Length	Chord	Chord Bearing
C1	60.00'	83.99'	77.30'	N83°58'07"W

COUNTY CLERK CERTIFICATE

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

I, Beth Rothermel, County Clerk in and for said County, hereby certify that the foregoing instrument with its Certificate of Authentication was filed in my office the \_\_\_\_\_ day of \_\_\_\_\_, 2017, A.D. at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, 2017, A.D. at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in Plat Cabinet File No. \_\_\_\_\_.

Witnessed by hand and seal of the County Court of the said County, at office in Brenham, Texas.

By: \_\_\_\_\_ Deputy  
Beth Rothermel  
County Clerk  
Washington County, Texas

NOTES:

- Bearings are based on the Texas Coordinate System of 1983-Central Zone as obtained by GPS observations.
- Denotes 5/8" iron rod set with plastic cap stamped "Lampe Surveying" unless otherwise noted.
- According to Flood Insurance Rate Map (F.I.R.M.), compiled by the Federal Emergency Management Agency, Map No. 48477C0100C, Washington County, Texas, effective date of August 16, 2011, a portion of the subject lies within the Special Flood Hazard Area.

Denotes Special Flood Hazard Area

**PRELIMINARY PLAT OF  
REHBURG ACRES SUBDIVISION**

A SUBDIVISION  
CONSISTING OF 13 TRACTS  
87.738 ACRES TOTAL  
IN THE JAMES GOACHER SURVEY, A-132  
WASHINGTON COUNTY, TEXAS

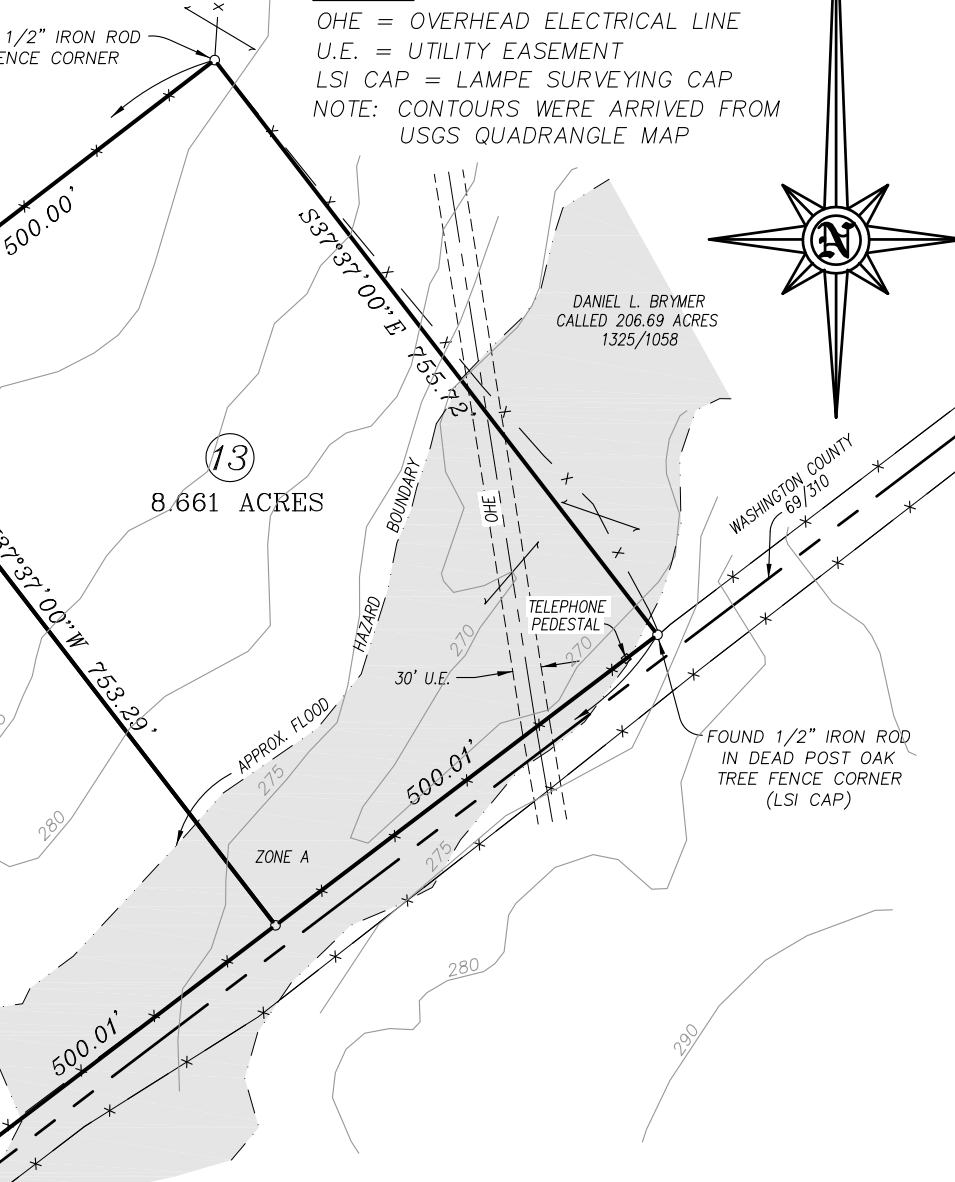
BEING THE SAME LAND DESCRIBED AS 87.738 ACRES  
IN A DEED FROM JENNIFER PHY, ADMINISTRATRIX WITH WILL AND ANNEXED OF THE ESTATE OF  
EVELYN LANDUA KOEHLER, DECEASED TO TEXAS MILLENNIUM, L.L.C., DATED EFFECTIVE AUGUST 11, 2016,  
RECORDED IN VOLUME 1551, PAGE 821, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.

**JAMES GOACHER  
SURVEY, A-132**  
WASHINGTON COUNTY, TEXAS



LEGEND:

- OHE = OVERHEAD ELECTRICAL LINE
- U.E. = UTILITY EASEMENT
- LSI CAP = LAMPE SURVEYING CAP
- NOTE: CONTOURS WERE ARRIVED FROM USGS QUADRANGLE MAP



COMMISSIONERS' COURT ACKNOWLEDGMENT

APPROVED by the commissioners' court of Washington County, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

County Judge \_\_\_\_\_ County Attorney \_\_\_\_\_  
Commissioner, Precinct 1 \_\_\_\_\_ Commissioner, Precinct 2 \_\_\_\_\_  
Commissioner, Precinct 3 \_\_\_\_\_ Commissioner, Precinct 4 \_\_\_\_\_

OWNERS ACKNOWLEDGMENT

WE, TEXAS MILLENNIUM, L.L.C., A TEXAS LIMITED LIABILITY COMPANY (BEING ROGER CHAMBERS, STEPHEN JAMES AND DON HOLTAMP), OWNERS OF THE PROPERTY SUBDIVIDED IN THE FOREGOING MAP OF REHBURG ACRES SUBDIVISION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, ACCORDING TO LINES THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS REHBURG ACRES SUBDIVISION, IN THE JAMES GOACHER SURVEY, A-132, WASHINGTON COUNTY, TEXAS.

"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 WASHINGTON COUNTY."

"THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO ALL EASEMENTS SHOWN HEREON."

"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 GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING WASHINGTON COUNTY AND/OR OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURE."

"FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE 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 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 SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY, UNLESS OTHERWISE NOTED."

Witness our hands in \_\_\_\_\_, Washington County, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Roger Chambers \_\_\_\_\_ Stephen James \_\_\_\_\_  
Don Holtkamp \_\_\_\_\_

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this plat accurately represents the results of an on the ground survey made under my direction during the months of July, 2016 and \_\_\_\_\_, 2017.

Matt D. Lampe  
R.P.L.S. No. 5429  
Lampe Surveying, Inc

Notary Public  
State of Texas

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

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Don Holtkamp.

Notary Public  
State of Texas

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

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Stephen James.

Notary Public  
State of Texas

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

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Roger Chambers.

**BUCKHARD MILLER  
SURVEY, A-165**  
WASHINGTON COUNTY, TEXAS

**PRELIMINARY**

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE  
NOT BE USED OR VIEWED AS A FINAL SURVEY DOCUMENT  
3-3-2017

SURVEYOR CERTIFICATION

**LAMPE SURVEYING, INC**  
PROFESSIONAL LAND SURVEYORS

1408 WEST MAIN STREET  
P. O. BOX 2037  
BRENNHAM, TEXAS 77834-2037  
(979) 836-6677 \* FAX (979) 836-1177  
TEXAS LICENSED SURVEYING FIRM NO. 10040700  
W.O. 3059 3059S3.DWG 3059MILLENNIUM.CGC

## RESTRICTIONS AND PROTECTIVE COVENANTS REHBURG 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, 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 1,500 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  $\frac{3}{4}$  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 3 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/Millennium Partnership 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.
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, 2037 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 87.738 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 \_\_\_\_\_