



### **For Sale: Two Adjoining Commercial Buildings**

Madisonville - Two adjoining commercial buildings with 5,702' SF per CAD of combined retail & apartment space! Offering 5 separate storefronts on street level and a storage loft & apartment on the 2nd floor, this exceptional historic downtown square property is ideally suited for use in retail, professional office, restaurant, lease-income investment, & more. Masterfully remodeled & updated inside and out with a vintage western flair. Great corner location at the Main St. (Hwy 21) / Madison St. (Hwy 90) intersection! ~~\$199,900-~~

**Reduced! \$165,000** for Non-Inventory Sale. OWNER WILL DIVIDE:

Bldg 1: Main Retail Storefront, Loft Storage, 2 Adjoining Storefronts - \$110,000

Building 2: 2 Storefronts and 2nd Floor Apartment - \$55,000

### **Location:**

Great Historic Downtown corner location at the Main St. (Hwy 21) / Madison St. (Hwy 90) intersection in the City of Madisonville- just 2.2 miles west of Interstate 45! High visibility to traffic traveling east or west on State Hwy 21.

Travelers heading to or from Bryan / College Station, TX are a particular target market.



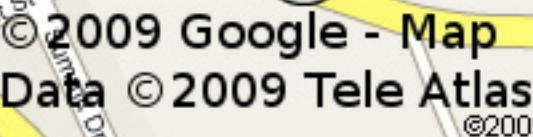
**Agent: David Companik (936)349-7075**

Listing Firm: DBL Real Estate - Beverly Hatcher, Broker

Website: [www.dblrealestate.com](http://www.dblrealestate.com) E-Mail: [davidcompanik@gmail.com](mailto:davidcompanik@gmail.com)

Office: 1702 E Main St., Madisonville, TX 77864 - East side of Wal-Mart

Business: (936)348-9977 | Fax: (936)348-9979



**Great Historic Downtown corner location at the Main St. (Hwy 21) / Madison St. (Hwy 90) intersection in the City of Madisonville- just 2.2 miles west of Interstate 45!**



## Two Adjoining Commercial Buildings

David Companik · (936) 349-7075 · davidcompanik@gmail.com

**DBL Real Estate**



**100 N Madison St.**  
Madisonville, TX 77864

<b>County:</b>	Madison
<b>Property Type:</b>	Retail Street Retail
<b>Building Size:</b>	5,702 SF
<b>Price:</b>	\$165,000
<b>Price/SF:</b>	\$28.94/SF
<b>Status:</b>	Active
<b>LoopNet ID:</b>	16087484

<http://listing.loopnet.com/16087484>

- **Location & Visibility.** Well located on a busy intersection corner with high visibility to traffic traveling east or west on State Hwy 21.
- **Repairs & Improvements.** Repaired, remodeled, and updated with a vintage western flair.
- **Accommodates Non-Specific Use.** Both buildings afford the Purchaser the option to adapt the location to their business needs.
- **Local and Out-of-Town Customers.** Travelers heading to or from Bryan / College Station, TX are a target market.
- **Lease Income.** Current and future marketability to retail lease customers with several lease space locations to choose from.
- **Close to Big City Centers.** Driving Distance to Houston: 1 1/2 hours. Dallas: 2 hours. Bryan/College Station: 45 minutes.

### Property Description

Madisonville - Two adjoining commercial buildings with 5,702' SF per CAD of combined retail & apartment space! Offering 5 separate storefronts on street level and a storage loft & apartment on the 2nd floor, this exceptional historic downtown square property is ideally suited for use in retail, professional office, restaurant, lease-income investment, & more. Masterfully remodeled & updated inside and out with a vintage western flair. Great corner location at the Main St. (Hwy 21) / Madison St. (Hwy 90) intersection! -REDUCED!- \$165,000 for Non-Inventory Sale. OWNER WILL DIVIDE: Building 1: Main Retail Storefront, Loft Storage, and 2 Adjoining Storefronts - \$110,000 Building 2: 2 Storefronts and 2nd Floor Apartment - \$55,000 Call or e-mail for more details!

### Location Description

Great Historic Downtown corner location at the Main St. (Hwy 21) / Madison St. (Hwy 90) intersection in the City of Madisonville- just 2.2 miles west of Interstate 45! High visibility to traffic traveling east or west on State Hwy 21. Travelers heading to or from Bryan / College Station, TX are a particular target market.

**All information concerning this property and furnished by DBL Real Estate and its owners, broker, agents, and associates, has been obtained from sources deemed reliable and is believed to be correct, but no responsibility is assumed therefore and no warranty or representation is made as to the accuracy thereof; and the same is submitted subject to errors, omissions, prior sale or withdraw from the market without notice. All information must be verified independently by buyer.**

Created: 5/7/2010

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A view of the front door on the main retail building.



Standing at the Madison County Courthouse and looking toward the two adjoining commercial buildings.



Looking west at the side of the 2nd building. 4 of the 5 storefronts are covered by the awning.



The upstairs apartment and 4 of the 5 street level storefronts are accessed under this shared awning



The upstairs apartment and 4 of the 5 street level storefronts are accessed under this shared awning



Storefront 1. The interior of the main retail building.



Storefront 1. The main retail building is a split level.



Storefront 1. A view of the interior from the staircase.



Storefront 1. The upper level storage or retail space with a half bathroom.



Storefront 1. The lower level office.



Storefront 2. One main lobby with two adjoining office or living spaces. Full bath and kitchen!





Storefront 2. An office or living area adjoining the main lobby.



Storefront 2. An office or living area adjoining the main lobby. Entrance to kitchen on the right.



Storefront 2. A full kitchen.



Storefront 2. A full kitchen.



Storefront 2. A full bathroom with shower.



Storefront 3. One main office or retail space with a half bathroom.



Storefront 4. One main office or retail space with a storage closet and half bathroom. The half bathroom shared by Storefronts 4 and 5.



Storefront 5. One main retail or office space and a closet or office at the back left.



2nd Floor Apt. Dining and Kitchen.



2nd Floor Apt. Living Room.

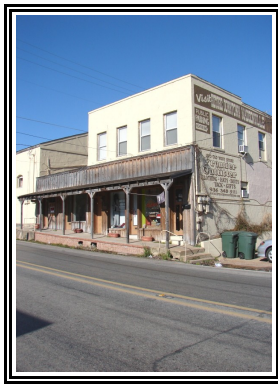


2nd Floor Apt. Living Room. Looking toward Kitchen entry.



2nd Floor Apt. Bedroom.





## Two Adjoining Commercial Buildings on Madisonville Square

DBLRealEstate.com Item #1884DC - LoopNet.com Property ID:16087484

### Approximate Square Footage and Room Measurements

per the County Appraisal District and the Seller or Seller's Agent.

#### **BUILDING 1** - Total Square Footage: 3,903 Sq. Ft. - INCLUDES:

##### 1. Storefront 1 - Total Square Footage: 2,592 Sq. Ft.

● Main Lobby/Retail Floor w/ cashier's counter & closet: 27'x47' =	1,269 Sq.Ft.
● Upper Level Retail/Storage with half bath & closet: 29'x37' =	1,073 Sq. Ft.
● Lower Level Office/Storage: 12'x10' = .....	120 Sq. Ft.
● Lower Level Furnace & Storage Room: 13'x10' = .....	130 Sq. Ft.
	<u>2,592 Sq. Ft.</u>

##### 2. Storefront 2 - Total Square Footage: 1,011 Sq. Ft.

● Main Lobby/Office: 21.5'x10' = .....	215 Sq. Ft.
● 1 <sup>st</sup> Office/Living Area Adjoining Lobby: 13'x22' = .....	286 Sq. Ft.
● Closet in 1 <sup>st</sup> Adjoining Room: 12'x8' = .....	96 Sq. Ft.
● Full Bathroom in Lobby: 5'x8' = .....	40 Sq. Ft.
● 2 <sup>nd</sup> Office/Living Area Adjoining Lobby: 13'x20.5' = .....	266 Sq. Ft.
● Full Kitchen: 12'x9' = .....	108 Sq. Ft.
	<u>+1,011 Sq. Ft.</u>

##### 3. Storefront 3 - Total Square Footage: 300 Sq. Ft.

● Main Office/Retail Space: 28'x10' = .....	280 Sq. Ft.
● Half Bath Room: 5'x4' = .....	20 Sq. Ft.
	<u>+ 300 Sq. Ft.</u>
	<b>= BUILDING #1</b>
	<b>3,903 Sq. Ft.</b>

#### **BUILDING 2** - Total Square Footage: 1,164 Sq. Ft. - INCLUDES:

##### 1. Storefront 4 - Total Square Footage: 260 Sq. Ft.

● Main Office/Retail Space: 20'x10' = .....	200 Sq. Ft.
● Closet/Storage: 11'x4' = .....	44 Sq. Ft.
● Half Bath - Shared with Storefront 5: 4'x4' = .....	16 Sq. Ft.
	<u>260 Sq. Ft.</u>

##### 2. Storefront 5 - Total Square Footage: 324 Sq. Ft.

● Main Office/Retail Space: 27'x10' = .....	270 Sq. Ft.
● Small Office/Storage: 6'x9' = .....	54 Sq. Ft.
	<u>+ 324 Sq. Ft.</u>

##### 3. 2<sup>nd</sup> Floor Apartment: Total Square Footage: 580 Sq. Ft.

<u>+ 580 Sq. Ft.</u>
<b>= BUILDING #2</b>
<b>1,164 Sq. Ft.</b>

DBL DISCLAIMER: All information furnished concerning this property has been obtained from sources deemed reliable and is believed to be correct, but no responsibility is assumed therefore and no warranty or representation is made as to the accuracy thereof; and the same is submitted subject to errors, omissions, prior sale or withdraw from the market without notice. All information must be verified independently by buyer.

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

## Information About Brokerage Services

**B**efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

### **IF THE BROKER REPRESENTS THE OWNER:**

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

### **IF THE BROKER REPRESENTS THE BUYER:**

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

### **IF THE BROKER ACTS AS AN INTERMEDIARY:**

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

### **If you choose to have a broker represent you,**

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.



01A

TREC No. OP-K

(TAR-2501) 1/1/96

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Phone: (936) 348-9977

Fax: (936) 348-9979

DBL Real Estate

Pickle to Eage



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL PROPERTY CONDITION STATEMENT**

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100 N MADISON ST. & 111 E MAIN ST., MADISONVILLE, TX  
CONCERNING THE PROPERTY AT: 77864

THIS IS A DISCLOSURE OF THE SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

**PART I - Complete if Property is Improved or Unimproved**

Are you (Seller) aware of:

Aware Not  
Aware

(1) any of the following environmental conditions on or affecting the Property:

- |   |                          |                                     |
|---|--------------------------|-------------------------------------|
| (a) radon gas? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) asbestos components:  |                          |                                     |
| (i) friable components? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (ii) non-friable components? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) urea-formaldehyde insulation? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) endangered species of their habitat? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) wetlands? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (f) underground storage tanks? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (g) leaks in any storage tanks (underground or above-ground)? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (h) lead-based paint? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (i) hazardous materials or toxic waste? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (j) open or closed landfills on or under the surface of the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like? ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (l) any activity relating to drilling or excavation sites for oil, gas, or other minerals? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- |   |                          |                                     |
|---|--------------------------|-------------------------------------|
| (2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)? ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) any part of the Property lying in a special flood hazard area (A or V Zone)? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) any improper drainage onto or away from the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (5) any fault line or near the Property that materially and adversely affects the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (6) outstanding mineral rights, exceptions, or reservations of the Property held by others? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (7) air space restrictions or easements on or affecting the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (8) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

(TAR-1408) 10-18-05

Initialed by Buyer or Tenant: \_\_\_\_\_, \_\_\_\_\_ and Seller AS, 7/15

Page 1 of 4



- |   | <u>Aware</u>             | <u>Not Aware</u>                    |
|---|--------------------------|-------------------------------------|
| (9) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (10) pending changes in zoning, restrictions, or in physical use of the Property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (11) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (12) lawsuits affecting title to or use or enjoyment of the Property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (13) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (14) common areas of facilities affiliated with the Property co-owned with others?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (15) an owners' or tenants' association or maintenance fee or assessment affecting the Property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If aware, name of association: _____  |                          |                                     |
| Name of manager: _____  |                          |                                     |
| Amount of fee or assessment: \$ <u>N/A</u> per _____  |                          |                                     |
| Are fees current through the date of this notice? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> unknown   |                          |                                     |
| (16) subsurface structures, hydraulic lifts, or pits on the Property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (17) intermittent or weather springs that affect the Property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (18) any material defect in any irrigation system, fences, or signs on the Property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (19) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.) \_\_\_\_\_

**PART 2 – Complete only if Property is Improved**

A. Are you (Seller) aware of any material defects in any of the following on the Property?

- |  | <u>Aware</u>             | <u>Not Aware</u>                    | <u>Not Appl.</u>                    |
|--|--------------------------|-------------------------------------|-------------------------------------|
| (1) <u>Structural Items:</u>   |                          |                                     |                                     |
| (a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b) exterior walls?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) fireplaces and chimneys?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (e) windows, doors, plate glass, or canopies?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

(TAR-1408) 10-18-05 Initialed by Buyer or Tenant: \_\_\_\_\_ and Seller AL, MS

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) supply or drain lines? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) faucets, fixtures, or commodes? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) private sewage systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) pools or spas and equipments? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) sprinkler systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) water coolers? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) private water wells? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) pumps or sump pumps? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) porches or decks? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) gas lines? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) garage doors and door operators? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) loading doors or docks? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) rails or overhead cranes? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) elevators or escalators? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) parking areas, drives, steps, walkways? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) appliances or built-in kitchen equipment? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.) \_\_\_\_\_

B. Are you (Seller) aware of:

	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) water penetration? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) previous flooding or water drainage? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) soil erosion or water ponding? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TAR-1408) 10-18-05 Initialed by Buyer or Tenant: \_\_\_\_\_, \_\_\_\_\_ and Seller ah, MS

- |   | <u>Aware</u>                        | <u>Not<br/>Aware</u>                |
|---|-------------------------------------|-------------------------------------|
| (2) previous structural repair to the foundation systems on the Property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (3) settling or soil movement materially and adversely affecting the Property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (4) pest infestation from rodents, insects, or other organisms on the Property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (5) termite or wood rot damage on the Property needing repair? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (6) mold to the extent that it materially and adversely affects the Property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (7) mold remediation certificate issued for the Property in the previous 5 years? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <i>if yes, attach a copy of the mold remediation certificate.</i>   |                                     |                                     |
| (8) previous termite treatment on the Property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (9) previous fires that materially affected the Property? .....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (10) modifications made to the Property without necessary permits or not in compliance<br>with building codes in effect at the time? .....                                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (11) any part, system, or component in or on the Property not in compliance with<br>the Americans with Disabilities Act or the Texas Architectural Barrier Statute? ..... | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

If you are aware of any conditions described under Paragraph B, explain. (Attach additional information, if needed.) 1950 Fire Damage Repair  
Not withal Citia Access

Seller: \_\_\_\_\_ Date: January 29, 2009

Seller: \_\_\_\_\_ Date: January 29, 2009

The undersigned acknowledges receipt of the foregoing statement.

Buyer or Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer or Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE TO BUYER OR TENANT:** The broker representing Seller and the broker representing you advise you that this statement was completed by Seller, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.



**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION  
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
AS REQUIRED BY FEDERAL LAW**CONCERNING THE PROPERTY AT 100 N MADISON ST. & 111 E MAIN ST. MADISONVILLE  
(Street Address and City)

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_

☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_

☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS** (check one box only):

☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT** (check applicable boxes):

☐ 1. Buyer has received copies of all information listed above.

☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer	Date	Seller	01/29/2009
			Date
Buyer	Date	Seller	01/29/2009
			Date
Other Broker	Date	Listing Broker	01/29/2009
		DBL REAL ESTATE	Date

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)

**MADISOVILLE CITY ZONING – Final Draft Proposed 8/24/2006**  
**ARTICLE 01.16 DOWNTOWN DISTRICT**

**Sec. 01.16.001 Purpose**

The Downtown District is established to accommodate existing developments and to promote new development in an area which traditionally provided for various types of general retail, office, business and service uses while encouraging secondary residential uses on the upper floors of buildings.

**Sec. 01.16.002 Permitted Uses**

1. Banks, savings and loans or credit unions;
2. Child care--Class B;
3. Child care--Class C;
4. Commercial amusement (indoor);
5. Dance studio;
6. Department store (discount/variety);
7. Essential municipal uses;
8. Fitness center;
9. General office use (professional, administrative, etc.);
10. Government (federal, state, county) owned structures, facilities, and uses;
11. Hospital;
12. Kiosk;
13. Laundromats (self service washateria);
14. Loft apartments;
15. Medical clinics;
16. Motel/hotel;
17. Museum/art gallery;
18. Nightclub or tavern (5,000 square feet. or less);
19. Personal service shop or custom personal services;
20. Photography studio;
21. Place of worship;
22. Radio or television broadcasting studio (without tower);
23. Restaurant, cafeteria;
24. Retail--General;
25. Schools;
26. Studio;
27. Temporary structures for uses incidental to construction work on the premises, which said buildings shall be removed upon the completion or abandonment of construction work;
28. Theater (indoor);
29. Veterinary services (no outside runs or pens).

**Sec. 01.16.003 Conditional Uses**

1. College or university;
2. Condominiums
3. Municipal services support facilities;
4. Nightclub or tavern (greater than 5,000 square feet);
5. Police station;
6. Roof-top heliport or helistop;
7. Townhouses.

**Sec. 01.16.004 Setback Regulations**

A minimum of seventy-five (75) percent of all facades must be built up to the property line.

**Sec. 01.16.005 Off-street Parking Regulations**

The Downtown District, DT, is exempt from off-street parking regulations.

**Sec. 01.16.006 Building regulations**

A. Building permits within the Downtown Zoning District will not be issued prior to the review and approval by the City Manager or his designee to assure that new construction and/or additions to existing structures are in keeping with the significant architectural, historic, or cultural elements of the district.

B. No person or entity shall remove or demolish any structure unless approved by the City Manager with an appeal to the Planning and Zoning Commission and then to City Council.

**Sec. 01.16.007 Regulations specific to the district**

A. Outside storage is prohibited.

B. Establishments selling alcoholic beverages shall not be located within 300 feet of a public school, place of worship, or a public hospital.

C. Temporary structures including, but not limited to recreational vehicles, travel trailers, manufactured homes, or mobile homes will not be permitted in the Downtown Zoning District.

D. Wireless telecommunication facilities shall be allowed only as provided for in Article 01.25.

E. The following regulations are to control contamination of the air, water, or the environment and to safeguard the health, safety, and general welfare of the public. No machine, process or procedure shall be employed on any property in the city, in which:

1. Emission of smoke, dust, noxious, toxic, or lethal gasses are detectable beyond the perimeter of the property.

2. Vibration is discernible beyond the property line.

3. Materials are stored or accumulated in such a way that they may be carried by rainwater in natural drainage channels beyond the limits of the property, which are noxious, toxic, radioactive, or contain oil or grease.

**Sec. 01.16.008 Landscaping Regulations**

See Article 01.20 for landscaping regulations.