



\$ 192,404



LAND FOR SALE

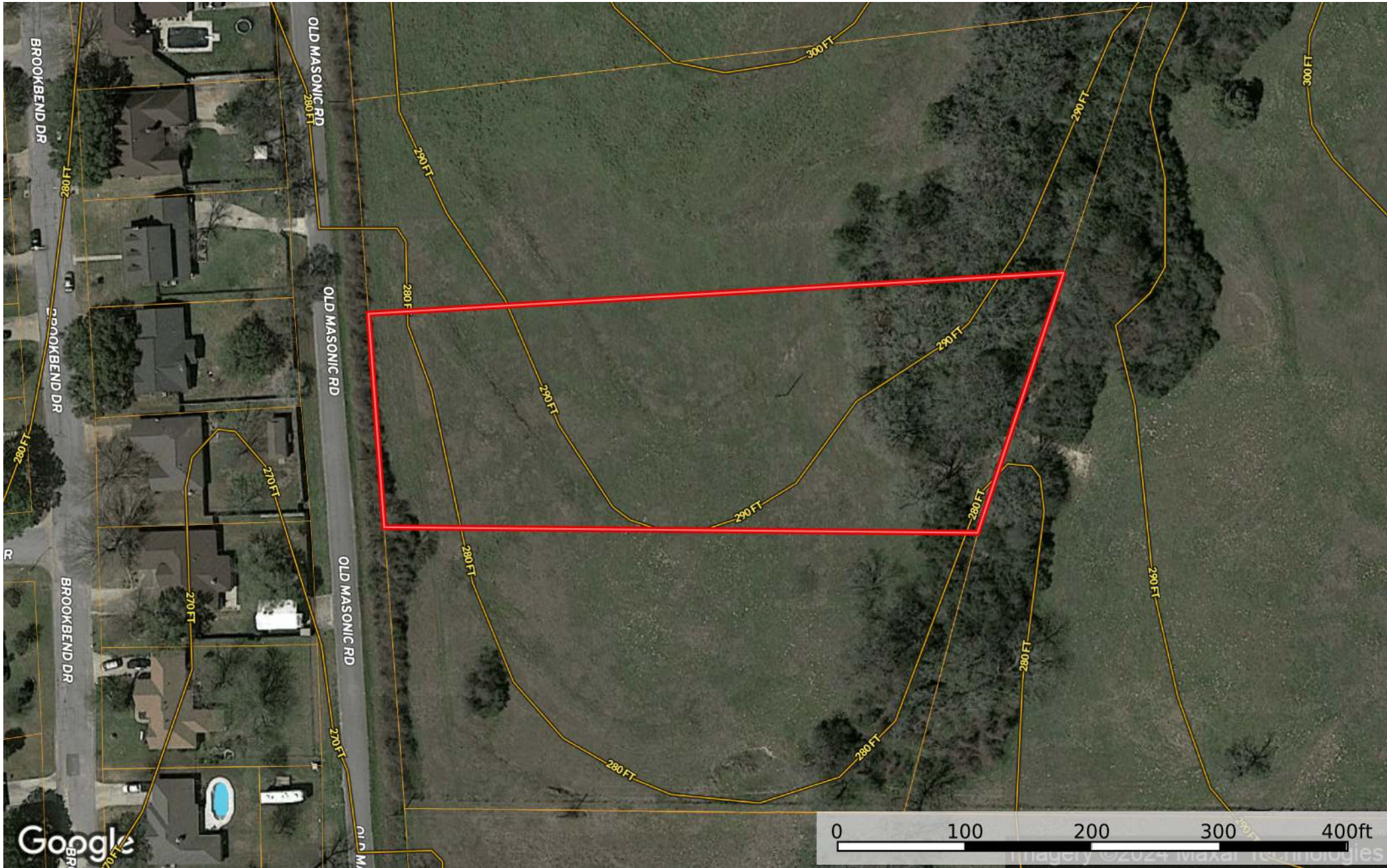
Beautiful 2+ acre tract just outside of City of Brenham with easy access back into town WITHOUT having to get on to Hwy 290 or Hwy 36! Beautiful 2.137 acre tract located on Old Masonic Rd with a nice wooded buffer at the front affording total privacy, paved road frontage, and gorgeous seasonal creek with all kinds of trees to the back

Property Features:

- Electric crossing property
- Paved road frontage
- Just outside Brenham city limits
- Halfway between Houston & Austin



TBD Old Masonic
Rd. Brenham, TX



Address

Enter Address (City, State, Zip)

Parcels: On

Tools

Reports

10.307 Acre Portion of
Called 140.0 Acres
David R. Kibbler and Kathleen M. Kibbler
Executive and Executor David
Volume 1537, Page 762 DRC

LOT 3
2.488 ACRES

LOT 2
2.137 ACRES

LOT 1
2.168 ACRES

**FINAL PLAT
OF
SADDLE RIDGE
SUBDIVISION**

CREATING
LOTS 1 - 4

BEING 10.307 ACRES TOTAL
OUT OF 30.1907, -96.402

PROSPER & ADOLPHUS HOPE SURVEY, A 62

WASHINGTON COUNTY, TEXAS

Keyboard shortcuts | Image 10/22/2020 | County: Washington, Texas | Rendered

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made by Grantor and accepted by Grantee subject to the following exception(s) from conveyance and warranty, but only to the extent the same are valid and subsisting and relate to the property:

[A] Liens, if any, described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; [B] All matters that would be revealed by a current survey of the Property, including, but not limited to any visible and apparent easements and rights-of-way, whether of record or not, and any encroachments or protrusions or overlapping of improvements; [C] All presently recorded and validly existing instruments, including, but not limited to restrictions, reservations, covenants, conditions, easements and rights-of-way, oil and gas leases, mineral and/or water interests outstanding in parties other than the Grantor, other than conveyances of or liens against the surface fee estate, that affect the Property; [D] Validly existing rights of adjoining owners in any walls and fences situated on a common boundary; [E] All zoning laws, restrictions, regulations, ordinances, statutes, rights, obligations, and other matters arising from or with respect to any applicable municipal or other governmental authority, district, or agency; [F] Unpaid taxes, if any, for the current tax year, which Grantee assumes and agrees to pay.

ADDITIONAL RESTRICTIONS:

The Property described herein is subject to the following additional covenants, restrictions, and conditions, which shall be covenants to run with the land, as hereinafter set out.

1. The main residence shall be a single-family residential dwelling not to exceed two and one-half stories in height, with a living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages, and quarters) not less than 2200 square feet. A private garage and guest house may be built in compliance with the main house structure.
2. The exterior materials of the main residential structure and any attached garage or guest house shall be constructed of brick, stone, stucco, Hardie board, cedar or other wood siding.
3. Roofing of all buildings including garages and guest houses shall be constructed with 30-year shingles, tiles, metal, or slate.
4. No garage doors facing the street on homes are allowed.
5. Sheds and small storage buildings are permitted.
6. All modular and/or manufactured homes are prohibited.

7. Location of Improvements upon the Property are as follows:

- a. At least 75' from Old Masonic Road; and
- b. At least 25' from the side or rear of lot lines.

8. Easements for installation and maintenance of utilities are reserved and no structure shall be erected upon the easements. The Property owner will be responsible to maintain easements on the Property.

9. Front and side property line fencing must be constructed of 2 7/8" pipe with 2 7/8" posts every 10 feet and 3 pipe rail construction. This will provide uniformity across all properties. Invisible electric fence, low profile posts (not exceeding 48" in height) joined by metal or wood slats, or thin wire mesh may be used to keep domestic animals confined to the yard. The back property line may be fenced in barbed wire or wire mesh. Pipe fence is not required across the property line in the rear of the property. Trees and shrubs in the woods to rear of the property (in natural draw) must be left in order to protect against soil erosion. Vines and vegetation detrimental to trees and shrubs may be selectively cleared in order to ensure the survival of mature trees. Undesirable trees (e.g., hackberry, honey locust, mesquite, huisache, chinaberry, etc.) may be removed so that desirable trees (e.g., oaks, pecans, etc.) may grow so long as their removal will not cause soil erosion.

10. No raising or keeping of animals, except for household domesticated pets. No more than 3 pets allowed outside, and no animal may roam freely. No domesticated household pets may be kept for breeding or commercial use. All exotic animals and livestock are prohibited. Chickens are allowed so long as they are housed in a covered structure. Bees may be kept in hives on above ground platforms.

11. The Property owner is responsible for cutting grass and maintaining easement, ditch areas, and unimproved right of way from the main road that borders their property.

12. The Property must be maintained in an attractive manner. No trash, tall grass, or weeds (except for wildflowers in the spring) is allowed on the Property.

13. No retail, industrial, multi-family construction, office building, or commercial construction shall be allowed on the Property.

14. No commercial use on the Property shall be conducted.

15. No structures of a temporary character including but not limited to mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on the Property as a residence.

16. No boat, RV, trailers, travel trailers, automobiles, trucks, tractor-trailer, campers, or vehicles of any kind shall be semi-permanently or permanently stored in the public street right of way or on driveways. No inoperable vehicle of kind shall be semi-permanently or permanently stored on the Property.

17. Window unit or wall-type air conditioners may only be used in the rear of the residence. No above-ground power lines will be allowed in the front of the residence.

18. Septic systems and water wells must be installed by State of Texas rules and regulations, and rules of regulations of Washington County, Texas.

19. All components of any solar energy device must be placed on the roof of the residence or behind the residence and not visible from the street. Any solar energy devices mounted on the roof of the residence may not extend beyond the roofline. They must be located only on one side of the roof and must conform to the slope of the roof. Any brackets, visible piping or wiring must be black or the same color as the roof.

20. No antennae may be erected on the Property unless the same is located behind the residence and in no event shall the height of the antennae exceed the height of the roof ridge line by more than fifteen feet. No guide wires may be used to install antenna.

21. No wind energy devices may be used on the Property.

22. No pistol, rifle, shotgun or any other firearm or explosives (e.g., fireworks) or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property except for protection of owners and property or animals from predator or nuisance varmints.

23. Trash containers must be kept out of sight except on day of trash pick-up and removed the same day.

24. Mailboxes are allowed at the road.

25. The Property may not be subdivided under any condition.

LEGEND:

BL BUILDING LINE
 FOUND 1/2" IRON ROD
 ORWC OFFICIAL RECORDS OF WASHINGTON
 COUNTY
 PRWC PLAT RECORDS OF WASHINGTON
 COUNTY
 ROW RIGHT-OF-WAY

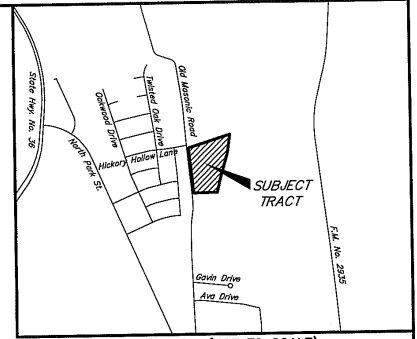
○ SET 5/8"-IRON ROD WITH CAP
 STAMPED "JONES/CARTER" UNLESS
 OTHERWISE NOTED

ADJOINER LINE
 BUILDING SETBACK
 EASEMENT LIMITS
 LOT LINE
 PLAT BOUNDARY

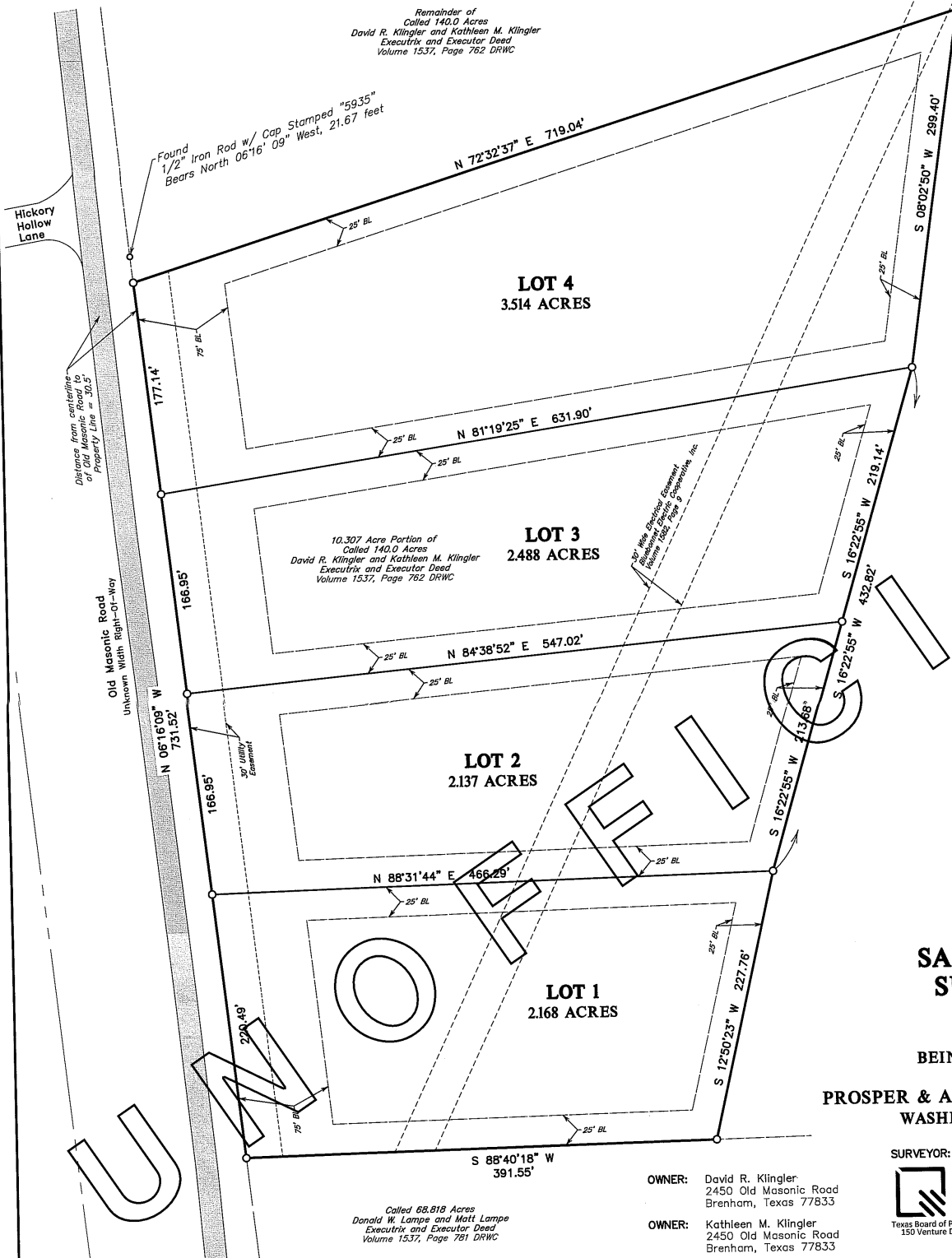
ASPHALT PAVING

0 60 120 180

NORTH
 SCALE: 1" = 60'



VICINITY MAP (NOT TO SCALE)



Remainder of
 Called 140.0 Acres
 David R. Klingler and Kathleen M. Klingler
 Executrix and Executor Deed
 Volume 1537, Page 762 DRWC

**FINAL PLAT
 OF
 SADDLE RIDGE
 SUBDIVISION**

**CREATING
 LOTS 1 - 4**

**BEING 10.307 ACRES TOTAL
 OUT OF THE**

**PROSPER & ADOLPHUS HOPE SURVEY, A-62
 WASHINGTON COUNTY, TEXAS
 APRIL 2023**

SURVEYOR:



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
 150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.733.8000

PAGE 1 of 2

OWNER: David R. Klingler
 2450 Old Masonic Road
 Brenham, Texas 77833

OWNER: Kathleen M. Klingler
 2450 Old Masonic Road
 Brenham, Texas 77833



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 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:
 - 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.

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.

Market Realty Inc.	462379	agents@marketrealty.com	(979)836-9600
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Susan Schulenberg Kiel	558624	burton@marketrealty.com	(979)251-4078
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Susan S. Kiel	558624	burton@marketrealty.com	(979)251-4078
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission
TXR-2501

Market Realty, Inc. Burton 615 N Main St. /PO Box 101 Burton, TX 77833
Susan Kiel

Information available at www.trec.texas.gov
IABS 1-0 Date

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