

AGENDA ITEM # 5March 17, 1998VOL.96,pg.713Consider granting final plat approval to West Ridge Subdivision, Section One.

County Engineer Joe England addressed the court stating drainage and transportation were the two issues of concern. On the drainage issue there will be two detention ponds added so there will not be any increase in run-off compared to the existing conditions. On the transportation issue it will be reasonable to assume that all traffic will not go through the subdivision but instead go to the closest county road, therefore West Ridge Lane would not be a collector street.

Commissioner Mehevec stated a collector street has to have 60 feet of right-of-way, 22 feet of pavement and 4 foot shoulders and West Ridge Lane doesn't have that, and it is **definitely** a collector street.

Commissioner Heiligenstein stated "You can't predict the future and what will draw traffic through the subdivision and West Ridge Lane should be designated as a collector street."

Al Mowdy, John Fenoglio and George Gregory addressed the court with concerns on the collector street, drainage, grave sites on the property, environmental impact, etc.

Developer Nelson Shipman stated "Everyone will not go one way all at once, therefore West Ridge Lane is not a primary corridor and there are no driveways opening onto the main corridor."

Motion: Commissioner Mehevec

Seconded: Commissioner Heiligenstein

Motion: To table final plat approval to West Ridge Subdivision, Section One until it fully complies with county subdivision regulations in particular the 60 foot collector street, and drainage study.

COMMISSIONERS COURT RECESSED AT 10:35 A.M. ON TUESDAY, MARCH 17, 1998.

COMMISSIONERS COURT RECONVENED AT 10:50 A.M. ON TUESDAY, MARCH 17, 1998.

AGENDA ITEM # 6March 17, 1998VOL.96,pg.713Consider approving contract for sale of lot 5B, (2.7 acres), Wild Plum Valley. (Proceeds from sale to go back to Road & Bridge revenue.)

Commissioner Mehevec stated lot 5B in Wild Plum Valley was given to Road and Bridge by the developer for bringing the road up to standards.

Moved: Commissioner Mehevec

Seconded: Commissioner Hays

Motion: To retain realtor Emma Polk to sell Lot 5B, (2.7 acres), Wild Plum Valley with contract to show 6% realty commission. (Proceeds from sale to go back to Road & Bridge revenue.)

Vote: Motion carried 4 - 0

< Clerk copy here >

VOL 0096 PAGE 714



#6

18670 RR 1431

Jonestown, TX 78645

March 11, 1998

512-267-3292

Voice

Dear Commissioner Jerry Mehevec:

RE: Parcel ID: 165890EX000005B

512-267-4616

Facsimile

Please find a listing agreement attached regarding the above mentioned parcel. This property was brought to my attention because 5A is also listed. I believe that both of these properties, listed side by side, would make an attractive parcel.

I'm sure that you are aware that spring is the best marketing time. I suggest a listing of \$25,000 for a fast turnover or \$35,000 for a long term turnover.

If you have any questions about the agreement please do not hesitate to call me!

Sincerely,

A handwritten signature in cursive script that reads "Emma".

Emma P. Polk
Realtor, CRS

cc: County Judge John Doerfler



The Name For
Real Estate Results

EMMA POLK



**TEXAS ASSOCIATION OF REALTORS
RESIDENTIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL**

VOL 0096 PAGE 715

THIS FORM IS FURNISHED BY THE TEXAS ASSOCIATION OF REALTORS
FOR USE BY ITS MEMBERS. USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS
OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED.
Texas Association of REALTORS, Inc., 1995

1. PARTIES: The parties to this agreement (this Listing) are

_____ Williamson County _____ (Seller)
and _____ S. G. Billings Real Estate _____ (Broker).

In consideration of services to be performed by Broker, Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property for the price and on terms described below.

2. PROPERTY: The Property is legally described as: Wild Plum Valley, Lot 5B Acres 2.37

_____ in the City of Round Rock
_____ Williamson County, Texas, known as 5B Valley Creek

(address and zip code),
or as described on an attached exhibit, together with the following items, if any: curtains and rods, draperies and rods, valances, blinds, window shades, screens, shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, ceiling fans, attic fans, mail boxes, television antennae and satellite dish with controls and all equipment, permanently installed heating and air-conditioning units and equipment, window air conditioning units, built-in security and fire detection equipment, plumbing and lighting fixtures (including chandeliers), water softener, built-in kitchen equipment, garage door openers with controls, built-in cleaning equipment, all swimming pool equipment and accessories, shrubbery, landscaping, permanently installed outdoor cooking equipment, built-in fireplace screens, artificial fireplace logs, and all other property owned by Seller and attached to the above described real property except the following property which is not included:

The Property ☐ is ☒ is not subject to a mandatory membership in an owners' association and its assessments and requirements. (Note: If Property is a condominium see Condominium Addendum). All property described above is called "the Property".

3. LISTING PRICE: Seller lists the Property for the gross amount of \$ _____ (Listing Price) and agrees to sell the Property for the Listing Price or for any other price Seller may accept. A sale of the Property may be financed through any one or a combination of the following terms: ☒ conventional loan; ☐ F.H.A. insured loan; ☐ V.A. guaranteed loan; ☒ a loan under the Texas Veterans Housing Assistance Program; ☐ assumption of an existing note; ☒ cash; ☐ a loan financed by Seller; or through such other terms as Seller may accept. Seller shall pay all typical closing costs charged to sellers of residential real property in Texas, including loan discount points and prepayment penalties (sellers typical closing costs are those set forth in the residential earnest money contracts promulgated by the Texas Real Estate Commission). **NOTICE:** Broker does not guarantee that the Property will be appraised or sold for the Listing Price nor does Broker guarantee any net amount Seller might realize from the sale of the Property.

4. TERM: This Listing shall commence on March 17, 1998 (Commencement Date) and shall terminate at 11:59 p.m. on September 30, 1998 (Termination Date). If on the Termination Date there is a pending contract for the sale of the Property, in whole or part, in effect between Seller and a buyer and the transaction described in such a contract has not closed, Brokers Fee is earned and shall be payable according to paragraph 7. If Seller enters into a binding written contract to sell the Property before the Commencement Date, this Listing shall not commence and shall be void.

5. ASSOCIATION AND FILINGS:

(a) Association: Broker is a member of the Austin Association or Board of REALTORS (R) (the Association) and is bound by its rules.

(b) Filing of Listing (choose (1) or (2)):

- ☒ (1) Broker shall file this Listing with the following Multiple Listing Services (MLS) or other listing services: Austin within the earlier of: (i) the time required by the rules or regulations of the named MLS or listing service; or (ii) 4 days after the Commencement Date of this Listing. Seller authorizes Broker to place the Property on a computerized system of public access through a program of the MLS or other listing service. Seller authorizes Broker, upon a final and closed sale of the Property, to submit information about this Listing, the sale of the Property, and contract terms, to the named MLS or listing services for publication to subscribers for market evaluation or appraisal purposes and for disclosure of such information to such persons as Broker deems appropriate, including the appraisal district. Any information or data, including information about a sale, shall become the property of the named MLS or listing services for all purposes. **NOTICE:** Submission of information to MLS insures that persons who use and benefit from MLS also contribute information.

Residential Listing to Sell concerning

5B Valley Creek
(Property Address)☐ (2) Broker shall not file this Listing with a Multiple Listing Service or any other listing service.

(c) Cooperation with other brokers: Cooperating with and compensating other brokers means that Broker will allow other brokers to show the Property to prospective buyers and if another broker procures an acceptable offer, Broker will pay the other broker part of the Brokers Fee described in paragraph 7(a). Broker shall offer cooperation and compensation (choose only one):
☐ only to buyer agents; ☐ only to subagents of Broker; ☒ to both buyer agents and Brokers subagents. Broker will determine the terms and conditions of offers to cooperate with and compensate other brokers.

6. AGENCY RELATIONSHIPS:

(a) Seller acknowledges receipt of the attached exhibit entitled "Information About Brokerage Services", which is incorporated in this Listing for all purposes.

(b) Broker shall exclusively represent Seller in negotiations for the sale of the Property unless Seller authorizes Broker, as set forth below, to act as an intermediary in the event Broker also represents a buyer who offers to purchase the Property (choose (1) or (2)).

☒ (1) Intermediary Relationship Authorized: Seller authorizes Broker to show the Property to prospective buyers Broker has agreed to represent. If Broker represents a buyer who offers to buy the Property, Seller authorizes Broker to act as an intermediary between the buyer and Seller, to present any offer such buyer may wish to make, and to assist both Seller and buyer in negotiations for the sale of the Property. Brokers compensation shall be paid by Seller as provided in paragraph 7. If Broker acts as an intermediary between Seller and a buyer, Broker:

(i) may not disclose to the buyer that the Seller will accept a price less than the asking price (Listing Price) unless otherwise instructed in a separate writing by the Seller;

(ii) may not disclose to Seller that the buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the buyer;

(iii) may not disclose any confidential information or any information Seller or the buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the Property;

(iv) shall treat all parties to the transaction honestly; and

(v) shall comply with the Real Estate License Act.

If Broker acts as an intermediary, Broker may appoint a licensed associate(s) of Broker to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller and appoint another licensed associate(s) for the same purposes to the buyer.

☐ (2) Intermediary Relationship not Authorized: Broker shall exclusively represent Seller and may not act as an intermediary between Seller and a buyer. Seller understands (choose (i) or (ii)):

☐ (i) Broker exclusively represents sellers of real property and does not represent buyers.

☐ (ii) Broker represents both buyers and sellers of real property. However, Broker shall not show the Property to any buyer Broker represents.

(c) Broker shall not knowingly during the term of this Listing or after its termination, disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker shall not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

7. BROKER'S FEE:

(a) Seller shall pay Broker a fee of (complete (i) or (ii)): (i) \$ _____; or (ii) 6.0% % of the sales price; in cash in Travis County, Texas when Broker's Fee is earned and payable. In the event of exchange or breach of this Listing, the Listing Price shall be the sales price for purposes of computing Broker's Fee.

(i) Earned: Broker's Fee shall be earned when any one of the following events occurs during the term of this Listing: (i) Broker individually or in cooperation with another broker procures a buyer who enters into a contract with Seller to buy the Property; (ii) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at

VOL 0036 PAGE 717

Residential Listing to Sell concerning _____

5B Valley Creek
(Property Address)

the Listing Price and on terms stated in paragraph 3 or at any other price and on terms acceptable to Seller; (iii) Seller sells, exchanges, agrees to sell, or agrees to exchange the Property to anyone at any price on any terms; or (iv) Seller breaches this Listing.

(2) **Payable:** Once earned, Broker's Fee shall be payable, either during term of this Listing or after its termination, at the earlier of any one of the following events: (i) the closing and funding of any sale or exchange of the Property; (ii) Seller's refusal to sell the Property; (iii) Seller's breach of this Listing; or (iv) at such time as otherwise set forth in this Listing. Broker's Fee shall not be payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver a title policy to a buyer; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

(b) If a buyer, with whom Seller has entered into a contract for the sale of the Property during the term of this Listing, breaches such a contract and Seller receives earnest money or a portion thereof as liquidated damages, Seller shall pay Broker one-half of such amount, but not to exceed Broker's Fee stated in paragraph 7(a).

(c) If Seller collects the sales price and/or damages either by suit, compromise, settlement or otherwise from a buyer who breached a contract for the sale of the Property entered into during the term of this Listing, Seller shall pay Broker, after deducting attorneys' fees and other expenses of collection, an amount equal to one-half of the amount collected after deductions or the full amount of the Broker's Fee described in paragraph 7(a), whichever is less.

(d) If within 60 days after the termination of this Listing (the Protection Period), Seller enters into a contract to sell the Property or sells, exchanges or otherwise transfers a legal or equitable interest (excluding a lease with no right to purchase) of the Property to any person whose attention has been called to the Property by Broker, any other broker, or Seller during the term of this Listing, Seller shall pay Broker the Broker's Fee stated in paragraph 7(a), provided Broker, prior to or within five (5) days after the termination of this Listing, has sent to Seller written notice specifying the names of the persons whose attention has been called to the Property during the term of this Listing. If during the term of the Protection Period such sale, exchange or transfer occurs while the Property is listed exclusively with another Texas licensed real estate broker, this paragraph shall not apply and Seller shall not be obligated to pay Broker's Fee. The term "person" shall be broadly construed to include any individual or entity in any capacity.

8. BROKER'S AUTHORITY: Broker shall make reasonable efforts and act diligently to sell the Property. Seller authorizes Broker or Broker's associates to: (a) advertise the Property by means and methods as Broker determines; (b) place a "For Sale" sign on the Property in compliance with any State and local laws, rules, ordinances, restrictions, or covenants; (c) remove from the Property all other signs offering the Property for sale or lease; (d) furnish comparative marketing and sales information about other properties to prospective buyers; (e) disseminate information about the Property to other brokers and their associates; (f) enter the Property at reasonable times to show the Property to prospective buyers; (g) authorize other brokers and their associates, home inspectors, appraisers, and repair personnel to enter the Property at reasonable times to show the Property to prospective buyers or for other pertinent purposes; (h) obtain information from any holder of any note secured by a lien on the Property; (i) upon a final and closed sale of the Property, disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals; and (j) accept earnest money and deposit the earnest money in trust in accordance with the terms of the earnest money contract. Broker is not authorized to execute any document in the name of or on behalf of Seller with respect to the Property.

9. SELLER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

(a) Seller represents that: (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property; (2) Seller is not now a party to a listing agreement with another broker for the sale, exchange or lease of the Property; (3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement; (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property; (5) the Property is not subject to the jurisdiction of any court; and (6) all written information relating to the Property provided to Broker by Seller is true and correct.

(b) Seller shall: (1) cooperate fully in good faith with Broker to facilitate the showing and marketing of the Property; (2) not rent or lease the Property during the term of this Listing without the prior written approval of Broker; (3) not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker; (4) not enter into a listing agreement with another broker for the sale, exchange or lease of the Property to become effective during the term of this Listing; (5) furnish to a buyer of the Property an owners policy of title insurance in the amount of the sales price at Seller's expense; and (6) provide Broker with copies of all leases or rental agreements, if any, pertaining to the Property and advise Broker of any tenants moving in or out of the Property.

10. SELLER'S DISCLOSURE NOTICE AND RESIDENTIAL SERVICE CONTRACTS:

(a) Section 5.008 of the Texas Property Code requires a seller of residential real property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract for the sale of the Property (unless otherwise exempt). Seller authorizes Broker and Broker's associates to furnish prospective buyers and other brokers with a copy of the attached Seller's Disclosure Notice. Seller represents that the attached Seller's Disclosure Notice was completed to the best of Seller's knowledge and belief and that Seller has disclosed all known material defects and material facts affecting the Property in the attached Seller's Disclosure Notice. Seller agrees to amend the Seller's Disclosure Notice if any material change occurs during the term of this Listing. Seller shall protect, defend, indemnify and hold harmless Broker, Brokers associates, and any other brokers or their associates of and from any damages, costs, attorneys fees or expenses arising from Sellers failure to disclose any material or relevant information or the giving of any

MAR-12-1998 11:16

SG BILLING

Residential Listing to Sell concerning 5B Valley Creek
(Property Address)incorrect information to Broker, Brokers associates, any other brokers or their associates, or prospective buyers.

(b) Residential service contracts (home warranties) are available from residential service companies licensed under Article 6573b, Texas Civil Statutes. A residential service contract is an agreement whereby the residential service company may, under the terms of the agreement, repair or replace all or any part of the appliances, or electrical, plumbing, heating, cooling, or other systems. Seller ☐ accepts ☒ waives a residential service contract during the term of this Listing.

11. **BACK-UP OFFERS:** Broker shall not be obligated to continue to market the Property after Seller has entered into a binding contract to sell the Property. If a subsequent or back-up offer for the sale of the Property is submitted to Broker after Seller has entered into a binding contract to sell the Property, Broker ☒ shall ☐ shall not submit the subsequent or back-up offer to Seller. If Broker is to submit subsequent or back-up offers, Seller shall specifically provide in any contract for the sale of the Property with a buyer that Seller may receive and negotiate subsequent or back-up offers.

12. **KEYBOX:**

NOTICE: A keybox is a locked container placed on the Property in which a key to the Property is placed. Keyboxes make it more convenient for cooperating brokers and their associates, home inspectors, appraisers, and repair personnel to facilitate the showing, inspecting, and repairing of the Property. The keybox is locked and opened by a special combination, key, or a programmed access card so that whoever possesses the special combination, key, or the access card to the keybox has access to the Property at any time, even in Seller's absence. The use of the keybox will probably increase the number of showings, but involves risks (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association nor MLS requires the use of a keybox. Please discuss the advantages and disadvantages of keyboxes with your Broker, insurance agent, and/or attorney.

(a) Broker ☐ is ☒ is not authorized to place a keybox containing a key to the Property on the Property.

(b) If a keybox is authorized, Seller shall protect, defend, indemnify and hold harmless Broker, Broker's associates, and other brokers and their associates, the Association, MLS, any listing service, and any keybox provider of and from any damages or claims arising from the use of a keybox including, but not limited to, damages to or loss of real or personal property or personal injury not caused by Broker's negligence. Seller shall assume all risk of any loss, damage, and injury. Broker advises Seller to obtain personal property insurance.

(c) If the Property is occupied by a tenant at any time during this Listing, Seller shall furnish Broker a written statement, signed by all tenants, authorizing the use of a keybox or Broker may remove any keybox from the Property.

13. **LIMITATION OF LIABILITY:** Broker and any other broker shall not be responsible in any manner for personal injury to Seller resulting from acts of third parties or loss or damage of personal or real property due to vandalism, theft, freezing water pipes, and any other damage or loss not caused by Broker's negligence. If the Property is or becomes vacant during the term of this Listing, Seller shall notify Seller's casualty insurance company and request a "Vacancy Clause" to cover the Property. Broker shall not be responsible for the security of the Property nor for inspecting the Property on any periodic basis. Seller shall protect, defend, indemnify, and hold harmless Broker, Broker's associates, any other brokers and their associates, and the Association of and from any damages, costs, attorneys' fees, and expenses arising from acts of third parties or loss or damage of personal or real property due to vandalism, theft, freezing water pipes and any other damage not caused by Broker's negligence.

14. **ESCROW AUTHORIZATION:** Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close transaction for the purchase or acquisition of the Property to collect and disburse to Broker the Broker's Fee due under this Listing.

15. **IRS:** The Internal Revenue Service (IRS) requires a closing agent to report the gross sales price, Seller's tax identification number and other required information to the IRS. Seller shall provide to any closing agent such information at the time of closing. IRS requires a buyer of real property to withhold a percentage of the sales price from Seller if Seller is a foreign person. A foreign person includes nonresident aliens, foreign corporations, foreign partnerships, foreign trusts, or foreign estates. In most sales, Seller will be required deliver an affidavit that Seller is not a foreign person. Seller certifies that Seller ☐ is ☒ is not a foreign person.

16. **SPECIAL PROVISIONS:**

(TAR-933) 1-1-96

Initiated for Identification:

Seller and

Broker/ Associate

Page 4

This form prepared by Formulatrix Forms Software 800-336-1027

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

AGENDA ITEM # 7

March 17, 1998

*

Consider making appointment to Economic Development Committee from CAPCO.

Tabled until later.

AGENDA ITEM # 8

March 17, 1998

*

Consider approving resolution supporting minimum lot size in Williamson County, off the Edwards Aquifer Recharge Zone to be 0.75 (3/4) of an acre for installation of on-site sewage facility, minimum of 1 1/2 acres for a lot with a private well and property intended for business/commercial/industrial to be sized according to living unit equivalent of above criterion.

Paulo Pinto with the Cities & Williamson County Health District addressed the court requesting approval of resolution supporting lot size to be 3/4 acre, and clarifying this is only a recommendation to the Board of Health who will make the final decision. It will then be approved by TNRCC. TNRCC regulation is a minimum 1/2 acre but counties can be more strict and go to larger lot sizes to protect water sources.

Engineer Don Bizzell stated the reason for increasing lot size might be drainage, etc. but not the septic tank issue because there is no evidence supporting that theory.

Developer Bob Stanton addressed the court requesting the lot size stay 1/2 acre minimum because some economic groups will not be able to afford rural property.

Paulo Pinto stated he was just trying to space things out and protect the environment which is his job.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To approve resolution supporting minimum lot size in Williamson County, off the Edwards Aquifer Recharge Zone to be 0.75 (3/4) of an acre for installation of on-site sewage facility, minimum of 1 1/2 acres for a lot with a private well and property intended for business/commercial/industrial to be sized according to living unit equivalent of above criterion.

Vote:

Judge Doerfler asked Mr. Pinto if the Board of Health had looked at the different classified soils in the county as to how much was needed.

Paulo Pinto stated he was going to request the subdivision development process be more stringent to answer questions up front about soils, drain fills, etc.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Amended Motion: To approve resolution supporting minimum lot size in Williamson County, off the Edwards Aquifer Recharge Zone to be 0.75 (3/4) of an acre for installation of on-site sewage facility, minimum of 1 1/2 acres for a lot with a private well and property intended for business/commercial/industrial to be sized according to living unit equivalent of above criterion and to consider doing a complete study on soil classification as to lot size for our specifications.

Vote:

Commissioner Mehevec withdrew his motion

Judge Doerfler withdrew his second

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve resolution to the Cities & Williamson County Health District that while recognizing minimum lot size is now 1/2 acre there are cases in the county that may require a greater lot size and the Health District research and study a policy which would address those areas or soils of the county that are in need of larger minimum lot size, and designate such.

Vote: Motion carried 4 - 0

< Clerk copy here >