

AGENDA ITEM 22

Consider setting date to hold a public hearing for Whisper Wood I Subdivision, Block 1, Lot 6.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To set date and time of public hearing for Whisper Wood I Subdivision, Block 1, Lot 6, for 10:00 a.m. on March 13, 2001, in the Commissioners' Courtroom.

Vote: 4 – 0 with Commissioner Limmer absent from the dais.

AGENDA ITEM 23

Discuss and consider taking action on preliminary plat of Country Air, Section Two.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve preliminary plat of Country Air, Section Two.

Vote: 5 - 0

AGENDA ITEM 24

Discuss and take appropriate action on Sutton County School Lands.

After some discussion about land use and price per acre, this item was tabled until March 6, 2001.

< Attachment >

2/13/2001

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1/30/01

Main Street Realty

Scott J. Jacoby, Broker

OK

initial changes

[Signature]

January 24, 2001

Mr. Greg Boatright, County Commissioner
c/o Judge Doerfler's Office
710 Main Street, Ste 201
Georgetown, TX 78626

Re: 6990.78 Acres in Sutton County

Dear Mr. Boatright:

I have included a listing agreement to market your property in Sutton County. This is an exclusive listing, which enables me to spend time & effort on advertising, etc. This does not exclude any other broker, but they would have to come through me in order to get information and show the property. This takes the headache off of you. I would be beneficial to you and the lessees if I were present at all showings. I have also enclosed a Broker's Market Analysis, which I have written to the best of my knowledge without actually inspecting all the property.

There are a few issues that need to be addressed in order to do a proper market analysis for the property that ~~Wilson~~ County owns in Sutton County.

WILLIAMSON

First, I need to obtain from you written permission and keys for access to all areas of the property. Although I have done a preliminary analysis, I would still need access in order to inspect the water wells. The other broker I contacted to do a market analysis has stated that he cannot do one until he can personally inspect the subject property. Therefore it is important that I have access to all parts of the property.

Second, we need to obtain easement information. This goes hand in hand with the access needs.

Third, some of the land is land locked. It is necessary that we get all information possible on all the leases that the County has with anyone leasing the property in Sutton County.

Last, I am unable to collect any mineral rights information. I would like to request your county attorney or any attorney of your choice to compile the needed information on all of the mineral rights for the property.

In conclusion, if necessary I would be willing to come before the commissioners court to make any needed presentation or requests.

Thank you in advance for your assistance in these matters.

Sincerely,

Scott J. Jacoby

Scott J. Jacoby
Broker

SJJ:jfh

Enclosures



TEXAS ASSOCIATION OF REALTORS®
FARM-RANCH-RURAL ACREAGE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL



THIS FORM IS FURNISHED BY THE TEXAS ASSOCIATION OF REALTORS® FOR
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1. PARTIES: The parties to this agreement (this Listing) are Williamson County (Seller) and Main Street Realty - Scott J. Jacoby (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 situated in Sutton County, Texas, described as follows:
 See Attached "Exhibit A"

or as described on attached exhibit, together with all improvements thereon and all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims and permits, easements, all rights and obligations of applicable government programs and cooperative or association memberships. Included with the Property are the following items, if any: windmills and tanks, domestic water systems, 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.

The following crops and equipment are included: None

The following property is not included: None

All property described above is called the "Property." The Property shall be subject, however, to the following exceptions, reservations, conditions, and restrictions (if none, insert "none"):

A. Minerals, Royalties, and Timber Interests:

(1) Presently outstanding in third parties:

As recorded in the office of the County Clerk, Sutton County, Texas

(2) To be additionally retained by Seller:
 All

Order title run from title company

B. Mineral Leases:

As recorded in the office of the County Clerk, Sutton County, Texas

C. Surface Leases:

As stated in the Lease Contract between Williamson County and Lessee.

D. Easements:

As recorded in the office of the County Clerk, Sutton County, Texas

E. Restrictions, Zoning Ordinances or other Exceptions (including water rights):

Sutton County Subdivision Regulations Ordinances and the Laws & Ordinances of the State of Texas

(TAR-070) 1-1-96

Initialed for Identification: JS Seller and SS Broker/Associate

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Farm & Ranch Listing to Sell concerning Property in East Sutton County as described in "Exhibit A"

3. **LISTING PRICE:** Seller lists the Property described above for the gross amount of \$ \$395/acre (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 Veteran's 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 farms, ranches, or rural acreage in Texas, including loan discount points and prepayment penalties (sellers' typical closing costs are those set forth in the Farm and Ranch Earnest Money Contract 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 January 23, 2001 (Commencement Date) and terminate at 11:59 p.m. on July 24, 2001 (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, Broker's 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 NAR/TAR Association or Board of REALTORS® (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: N/A 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.

☒ (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 Broker's 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 Broker's 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. Broker's 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;

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Initialed for Identification: jed Seller [Signature] Broker/Associate

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Farm & Ranch Listing to Sell concerning Property in East Sutton County as described in "Exhibit A"

- (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) \$ N/A; or (ii) 5,000 % of the sales price; in cash in Sutton County, Texas when Broker's Fee is earned and payable. In the event of an exchange or breach of this Listing, the Listing Price shall be the sales price for purposes of computing Broker's Fee.

(1) 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 the 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.~~ *who pay cash At closing when purchase price paid by Buyer procured by Broker*

(2) Payable: Once earned, Broker's Fee shall be payable, either during the 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~~ *for signed price on more and terms to a qualified buyer*; 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 a 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~~ *Five (5) percent* 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~~ *Five (5) percent* 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 90 *which close* 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 as provided 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 an 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.

(TAR-070) 1-1-96

Initialed for Identification: Jed Seller [Signature] Broker/Associate

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Farm & Ranch Listing to Sell concerning Property in East Sutton County as described in "Exhibit A"

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 owner's 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 OF PROPERTY CONDITION: (choose (a) or (b)):

☐ (a) SELLER'S DISCLOSURE NOTICE is attached as required by Section 5.008 of the Texas Property Code. Seller authorizes Broker 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 the Listing.

☐ (b) DEFECTS TO PROPERTY:

(1) Seller is not aware of any latent structural or other material defect to the Property except: None

N/A

(2) Seller is not aware of any environmental hazards or conditions affecting the Property which would violate any federal, state, or local statutes, regulations, ordinances or other requirements and more specifically, but without limitation, that: (i) the Property is not now and never has been used for the storage or disposal of hazardous substances or materials or toxic waste, a dump site or landfill, or the housing of any underground tanks or drums; (ii) no radon, asbestos insulation or fireproofing, ureaformaldehyde foam insulation, lead-based paint, or other pollutants or contaminants of any nature now exist or have ever existed on the Property; (iii) no wetlands, as defined by federal or state law or regulation are on the Property; and (iv) no threatened or endangered species or their habitat, as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service, are on the Property; except as follows: Unknown

N/A

(3) Seller is not aware that any part of the Property lies in a flood hazard or flood prone area except: Unknown

N/A

Seller shall protect, defend, indemnify, and hold harmless Broker, Broker's associates, and any other brokers or their associates, of and from any damages, costs, attorney's fee, and expenses arising from Seller's failure to disclose any material or relevant information or the giving of any incorrect information to Broker, Broker's associates, any other brokers or their associates, or prospective buyers.

11. BACK-UP OFFERS: Broker shall not be obligated 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 purchase 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 that Seller may receive and negotiate subsequent or back-up offers.

12. MUD AND ROLLBACK TAX NOTICE: Broker notifies Seller that: (a) §50.301 of the Texas Water Code provides that Seller shall provide a statutorily prescribed written notice to a buyer, at or before the time of contract, if the Property lies, in whole or part, in a Municipal Utility District (MUD) or water district (failure to timely provide the notice may entitle the buyer to terminate a contract); and (b) a change in the use of the Property prior to or after closing may result in the denial of a special valuation of the Property and in the assessment of additional taxes (Rollback Taxes).

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, and any other brokers or their associates, of and from any damages, costs, attorney's 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.

(TAR-070) 1-1-96

Initialed for Identification: Jed Seller MF Broker/Associate

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Farm & Ranch Listing to Sell concerning Property in East Sutton County as described in "Exhibit A"

14. ESCROW AUTHORIZATION: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a 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 to deliver an affidavit that Seller is not a foreign person. Seller certifies that Seller ☐ is ☒ is not a foreign person.

16. SPECIAL PROVISIONS:
None

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute shall choose a mutually acceptable mediator and shall share the cost of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

19. NOTICES: All notices shall be in writing and effective when hand delivered, mailed, or sent by facsimile transmission to:

Broker at Main Street Realty
216 E. Main, Sonora, Tx 78980
Phone 816-387-8116
Fax 816-387-2402

Seller at Williamson County Judge's Office
710 Main St, Ste 201, Georgetown Tx 78626
Phone 512-943-1660 *With Copy to Williamson County Clerk*
Fax 512-943-1662 *405 N. 4th Box 7 Georgetown Tx 78626*
512-943-1111
Fax 512-943-1120

20. AGREEMENT OF PARTIES: Addenda and other related documents which are part of this Listing are: Information About Brokerage Services;

☐ Seller's Disclosure Notice; ☐ N/A This Listing contains the entire agreement between Seller and Broker and may not be changed except by written agreement. This Listing may not be assigned by either party without the written approval of the other party. This Listing is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns. All Sellers executing this Listing shall be jointly and severally liable for the performance of all its terms. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Listing. Should any clause in this Listing be found invalid or unenforceable by a court of law, the remainder of this Listing shall not be affected and all other provisions of this Listing shall remain valid and enforceable to the fullest extent permitted by law.

21. ADDITIONAL NOTICES:

(a) Broker's Fees, or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service. The amount Seller agrees to pay a broker is negotiable.

(b) Fair housing laws require the Property to be shown and made available for sale to all persons without regard to race, color, religion, national origin, sex, disability or familial status.

(c) If the Property was built before 1978, federal law requires that before a buyer is obligated under a contract to buy the Property, the Seller shall: (1) provide the buyer with a lead hazard information pamphlet (as prescribed by EPA); (2) disclose the presence of any known lead base paint or hazards (including providing the buyer with any lead hazard evaluation report available to Seller); and (3) permit the buyer to conduct a risk assessment or inspection for the presence of lead base paint hazards. A contract for the sale of Property built before 1978 must contain a statutorily prescribed Lead Warning Statement to the buyer.

(d) Broker cannot give legal advice. This is intended to be a legally binding agreement. **READ IT CAREFULLY.** If you do not understand the effect of this Listing, consult your attorney **BEFORE** signing.

Main Street Realty - Scott J. Jacoby

0202419

BROKER'S PRINTED NAME

LICENSE NO.

By:

Scott J. Jacoby

1-23-01

DATE

N/A

BROKER'S or ASSOCIATE'S SIGNATURE

John C. Dauphin

2-9-01

SIGNER'S SIGNATURE

DATE

N/A

DATE

N/A

N/A

SELLERS' SOCIAL SECURITY NUMBERS OR TAX I.D. NUMBERS

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"Exhibit A"

Ranch Property in eastern Sutton County, containing 6,990.78 acres, more fully described as:

<u>Abstract</u>	<u>Survey</u>	<u>Williamson Co. School Land</u>	<u>Acres</u>
1140	16	"	180.63
1141	28	"	415.77
1141	28 (ranch house)	"	1.00
525	2 ½	"	37.65
571	27	"	638.56
575	17	"	69.18
648	23	"	204.00
780	1	"	1,476.00
781	2	"	27.56
782	3	"	282.75
783	4	"	318.87
784	5	"	325.62
785	6	"	321.99
786	7	"	282.22
794	17	"	206.73
795	18	"	320.00
796	19	"	320.00
797	20	"	320.00
798	21	"	320.00
799	22	"	320.00
800	23	"	320.00
763	5	"	154.84
762	4	"	90.98
573	31	"	36.43
			<hr/> 6,990.78



TEXAS ASSOCIATION OF REALTORS®

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

Before 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 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 con-

spicuous 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 the 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.

Williamson County
John C. Dwyer - County Judge
Buyer, Seller, Landlord or Tenant

2-9-01
Date

Buyer, Seller, Landlord or Tenant

Date

(TAR 043) 1/1/98



Main Street Realty


Scott J. Jacoby, Broker

Broker's Comparative Market Analysis

Subject Property: Approximately 6,990.78 acres of land, in Sutton County, more specifically being: (See Exhibit A)

Statement:

The following is an opinion of value or a comparative market analysis and should not be considered an appraisal. In making any decision that relies upon my work, you should know that I have not followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.


Scott J. Jacoby, Broker
Main Street Realty

Date 1-23-01

Main Street Realty

Scott J. Jacoby, Broker

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Broker's Comparative Market Analysis

January 23, 2001

Subject Property: 6,990.78 Acres in Sutton County, Texas

The subject property is located in the eastern part of Sutton County, approximately 12 miles east of Sonora to 34 miles east of Sonora. The subject property is broken up in several different tracts of land, some being north of I-10.

Survey 1, abstract 780, comprising of 1,476 acres, is 34 miles east of Sonora and is one square block completely fenced with two submersible pumps. This tract is located on Harrell Road.

Surveys 2, 3, 4, 5, 6, 7, 23, 27, 28, 16 & 17 are all connected with at least 3 water wells on this 3,068.15 acre tract. This tract is 28 miles east of Sonora and is on the south side of I-10.

All the other tracts are north of I-10 and do not have water wells. The tracts that Pascal Allison has leased do not have an easement or access to them. The others are on Baker Road, which is a paved county road.

The subject property has approximately 65-70% grazeable land or usable land due to mesquite and cedar infestation and rocky draw bottoms. The subject property is currently being used for agricultural grazing of livestock and hunting. These two incomes are its highest and best use potential.

I inspected this subject property personally on January 23, 2001.

Comparable Sales:

Sales Comp. #1

1,020 acres of land in Sutton County approximately 12 miles due north of the subject property. It sold on 8-21-00 for \$285 per acre or \$290,700.00. This tract sold 1/8 minerals being conveyed at closing. This tract had 1 windmill or water well on it at the time of sale. This tract is generally flat with some draws on the edges consisting of liveoak, cedar and mesquite trees.

Sales Comp. #2

4,575 acres of land in Sutton County approximately 8 miles southeast of the subject property. It sold on 7-31-00 for \$385 per acre or \$1,761,375.00. This sale was highly improved with a large modern rock home, 2 sets of pipe pens, well watered, brush control work and very good fences. This tract consists of rolling hills with liveoak, mesquite and very little cedar with draw bottoms and flats.

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Broker's Comparative Market Analysis

January 23, 2001

Sales Comp #3

4,500 acres of land in Sutton County which joins the tracts north of I-10 on the east end. This tract was highly improved with a beautiful rock home with swimming pool, pipe pens, barns, several water wells and other nice amenities. This tract consists of rolling hills with liveoak, cedar and mesquite trees. It sold on 10-12-00 for \$420 per acre on \$1,890,000.00.

Sales Comp. #4

1,120 acres of land in Sutton County 1 mile south of the subject property. It sold on 3-26-98 for \$290 per acre or \$324,800.00. This tract consists of rolling hills with cedar, liveoak and mesquite trees. It has a small rock house and 1 windmill.

Sales Comp. #5

2,338 acres of land in Sutton County 7 miles northeast of the subject property. It sold on 7-9-99 for \$365 per acre or \$853,370.00. This tract consists of rolling hills with liveoak, shinoak, and cedar. This tract was encompassed by a game fence in excellent condition, 2 sets of pens, 3 houses and 4 windmills. This tract also has exotic game on it.

Sales Comp. #6

1,004 acres of land in Sutton County, 5 miles north of the subject property. This tract consists of rolling hills with some draws, liveoak and shinoak trees. This tract had no improvements or water well, but had excellent fencing. It sold on 6-22-98 for \$315 per acre or \$316,260.00.

Sales Comp. #7

2,300 acres of land in Sutton County 12 miles southwest of the subject property. This tract had rolling hills with some divide terrain. It had liveoak, cedar & some mesquite trees. It had a nice ranch home with water wells. This sale was a cash sale and a tax free exchange. This tract sold for \$288 per acre or \$662,400.00


Main Street Realty

Scott J. Jacoby, Broker

Conclusion

In conclusion, based on my knowledge of the subject property's location, topography and agricultural use and after reviewing comparable sales, it is my opinion that the subject property be valued at \$350 per acre on the average. Consideration towards accessibility, lack of improvements and configuration needs to be kept in mind, as this will influence the price per acre and marketability of some of the tracts. It is my opinion that the 1,476-acre tract is worth \$325 per acre due to accessibility and no fencing. The other tracts are worth from \$325 to \$350 per acre. These prices can be realized if at least a portion of the mineral owned along with executive rights or leasing rights are conveyed to a buyer. Otherwise, the price per acre for surface only needs to be adjusted down by \$75 to \$100 per acre.

Submitted this 23rd day of January, 2001


Scott Jordan Jacoby, Broker
Main Street Realty

AGENDA ITEM 25

Discuss and take appropriate action to approve Inland Civil Associates and Civil Tech Engineering for engineering and surveying services on CR 412.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve Inland Civil Associates and Civil Tech Engineering for engineering and surveying services on CR 412, to be paid out of General Obligation bonds.

Vote: **5 – 0**

< Attachment >