

## **EXCLUSIVE LISTING AGREEMENT**

This EXCLUSIVE LISTING AGREEMENT ("Agreement") is made and entered into by and between Monsoon Realty, LLC ("Broker") and TARRANT COUNTY, TEXAS ("Owner").

### **WITNESSETH:**

WHEREAS, Owner is the owner of the following tract of land located in Tarrant County, Texas (said tract of land hereinafter referred to as the "Property"):

#### **Tract 1**

Approximately 11,723 square feet of land and all improvements, if any, situated in the Josiah Walker Survey, Abstract No. 1604, Tarrant County, TX, said tract of land being labeled "Parcel 55R" and more particularly described in Exhibit "A" attached and made a part hereto.

and,

WHEREAS, Owner desires to appoint Broker as its exclusive listing agent with respect to selling the surface estate only of the Property, and Broker desires to accept such appointment as exclusive listing agent subject to the terms and provisions hereof.

NOW THEREFORE, for and in consideration of the receipt of Ten and No/100 Dollars (\$10.00), the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Broker and Owner hereby agree as follows:

1. **Appointment.** Owner hereby appoints Broker as its exclusive listing agent with sole authority to represent Owner during the term of this Agreement in the sale of the Property, at a sales price to be determined by Owner payable in immediately available funds at the closing of such sale, subject to the terms and conditions found herein. The Property's mineral estate is to be excluded from the sale. Broker cannot outsource or sub-contract Broker's duties under this Agreement. After this Agreement has been fully executed Broker shall designate an agent within Broker's firm to handle the listing and inform Owner of the designation. Owner has the right to request at any time a different agent be designated if the agent originally designated by Broker is unsatisfactory to Owner.

2. **Term.** Broker's appointment as exclusive listing agent shall commence upon the execution of this Agreement by all parties and shall terminate on December 31, 2021, or until the appointment is earlier terminated under the provisions hereof (paragraph 5).

3. **Broker's Duties.** The Broker will provide the following services with respect to the Property:

(a) Marketing of the Property.

- (b) Providing Owner with monthly updates.
- (c) Conducting all showings of the Property.
- (d) Listing the Property with a multiple listing service for the term of this Agreement.

4. Broker's Fee and Compensation of Other Brokers. In consideration for Broker providing the above-mentioned services, Owner hereby agrees to pay the following sums as compensation hereunder:

- (a) Owner will pay a commission in an amount equal to the sum of six percent (6%) of the gross selling price for the Property to Broker upon the actual closing of the sale of the Property under a contract accepted by Owner.
- (b) As part of the requirement of listing the Property with a multiple listing service during the term of this Agreement, the Broker will allow other brokers to show the Property to prospective buyers. Pursuant to Section 263.008 of the Texas Local Government Code, if any broker produces a ready, willing, and able buyer who has submitted the highest cash offer on or after the 30<sup>th</sup> day after the date the Broker herein lists the Property with a multiple-listing service, and the Owner desires to accept said offer, then at closing of the sale of the Property the Broker herein will offer to split the Broker's commission, paying the other broker 3% of the sales price.
- (c) Owner's obligation to Broker relating to the payment of Commission shall survive the termination of this Agreement with respect to any contract of sale which is fully executed by both Owner and a Purchaser within thirty (30) days of the termination of this Agreement, so long as the Purchaser is a "registered prospect" and the sale actually closes. For purposes hereof, the term "registered prospect" means any person whose interest in the Property and contact with Broker has been disclosed to Owner in writing on or before the fifth (5th) day following termination of the Agreement. Broker and Owner each covenant and agree one to the other to operate in good faith with respect to the registration of prospects.
- (d) No Commission shall be payable to Broker under any scenario unless a Property is actually sold.

5. Termination Privilege. Either party shall have the right to terminate this Agreement at any time, without cause, upon ten (10) days prior written notice to the other. Upon any termination hereof, regardless of how such termination has arisen, Broker, if requested in writing to do so, shall promptly deliver to Owner copies of all marketing materials and other related matters in Broker's possession, or subject to Broker's custody or control, which relate solely to the Property.

6. Limitations on Broker's Authority. It is hereby agreed and acknowledged that the sales price and other terms and conditions of any contract to sell the Property are within the Owner's sole and absolute discretion and Broker shall not represent to anyone that Broker is authorized to bind the Owner with respect to the sale of the Property, without first obtaining the prior express written consent of Owner to do so.

7. Notices. All notices required or permitted to be given hereunder shall be sent by certified mail, return receipt requested, postage prepaid, addressed to the parties hereto at the following addresses, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

If to Owner:               Tarrant County  
                                  Miriam Salazar  
                                  100 E. Weatherford  
                                  Fort Worth, TX 76196-0601

If to Broker:               Monsoon Realty, LLC  
                                  Attn: Alisha Melvin, Esq.  
                                  2705 Swiss Ave. Suite 130  
                                  Dallas, Texas 75204

All notices delivered in accordance herewith shall be deemed to have been delivered three (3) days after deposited as aforesaid in a duly authorized depository of the United States Postal Service.

8. Modification. This Agreement shall inure to the benefit of the Parties hereto, and no modification hereto shall be valid or binding unless such is made in writing signed by the parties hereto.

9. Binding Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas and the obligations of the parties hereto are, and shall be, performable in Tarrant County, Texas. Where required for proper interpretation, words in the singular shall include the plural, masculine gender shall include the neuter and the feminine, and vice versa.

10. Headings. The descriptive headings of the several paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

11. Complete Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

12. Form 1295 Acknowledgement. Broker acknowledges and agrees that [it/she/he] has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing

the Form 1295, attached as Exhibit "B" to this Agreement, with the Texas Ethics Commission as required by law.

13. Broker verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Broker further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

This document is executed effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**BROKER:**  
**Monsoon Realty, LLC**

By:  *Alisha Melvin Esq* 09/09/2021  
9/9/2021 3:02:21 PM CDT  
Name: Alisha Melvin  
Title: \_\_\_\_\_

**OWNER:**  
**TARRANT COUNTY**

By: \_\_\_\_\_  
B. Glen Whitley  
Tarrant County Judge