

14 E. Beauregard, Suite 201
San Angelo, Texas 76903

Chip Cole, Ranch Broker

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Fax/655-0003
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Exclusive Right to Sell Listing

For and in consideration of the mutual agreements herein, by and between Tom Green County, hereinafter called owner, and Chip Cole, Ranch Broker, hereinafter called Broker, whereby owner or his duly authorized agent does hereby authorize and irrevocably give Broker the exclusive right to sell the herein described Property within said period at a price of \$1385/acre, or any other price or terms that the Owner may accept, the following described property in Tom Green County, State of Texas.

958.72 surveyed acres known as the Mt. Susan Ranch and located adjacent, southeast, and east of Christoval.

This agreement shall commence on the 6 day of April, 2016 and shall terminate at midnight on the 31 day of December, 2016.

Terms Offered _____

A list of all encumbrances, liens and mortgages against the Property are as follows:

First Lien: None

Second Lien: None

Oil & Gas Leases: None

Surface Leases: None

Easements: Two pipeline easements and two electric transmission line easements

Mineral Conveyance: One-fourth (1/4) minerals and royalty and one-half (1/2) executive leasing rights

Owner agrees to pay broker, in cash at the time of closing in the County wherein the Property lies, a commission equal to 5 per cent of the gross sales price of said Property if Broker shall, during the term of this agreement, (1) produce a purchaser ready, willing, and able to buy said Property at price above listed, or any other price Owner agreed to accept, or (2) said Property is sold or exchanged by Broker, Owner, or any other person at price listed or other price Owner has agreed to accept, or (3) said Property is sold or exchanged by Broker, Owner, or any other person within 180 days after the termination of this agreement, or any renewal or extension thereof, to any person, firm, or corporation with whom Broker may have had contact regarding the sale of same; provided Owner, at the time of such sale or exchange had knowledge of such contact, or provided Broker within a reasonable amount of time after the termination of this agreement, or renewal or extension hereof shall have given or mailed to Owner at his last known address a written list of persons, firms, or corporations with whom he has had contact regarding the sale of said property. Owner agrees to convey fee simple title to said property by General or Special Warranty Deed, provide a Title Guaranty, and pay other customary closing costs. Owner will not rent or lease the herein described property during the term of his agreement without the written agreement of broker.

Broker will attempt to obtain a purchaser for said property in accordance with the terms hereof, and may place For Sale signs on said property, and remove all other For Sale signs therefrom. Broker shall not be responsible for loss or damage to the Real Property or personal Property on the premises from vandalism, theft, freezing pipes, or any other loss whatsoever. Broker is hereby given permission to act in association with any other Broker and enter said Property at reasonable times to show it to prospective purchasers. The agreement shall be binding on the heirs, executors, assigns of both parties hereto, and contains the entire agreement between them, and no representations or promises, oral or otherwise, not embodied herein shall be of any force or effect. Owner acknowledges a receipt of a copy of this agreement.

Owner agrees that this Property may not be withdrawn from sale and shall be available for sale and showing by Broker during the full term of this agreement. The Owner shall not prevent or hinder broker in any way from attempting to sell this property. Broker is given the right to accept earnest money and deposit same in accordance with the law. Broker is given the right to advertise the above Property in any manner he shall see fit, and Owner agrees to refer all inquiries concerning the Property to Broker who shall handle all negotiations under this agreement.

The following items of personal property, machinery and equipment are included in this transaction at the above price:

None

May 31, 2016
Date

Chip Cole
Broker
Chip Cole, Ranch Broker

Steve Ford
Tom Green County
Tom Green County Commissioners Court
Bill Ford, Precinct 4 County Commissioner
Steve Ford 5/31/16
County Judge
Seller