

McALLISTER
& ASSOCIATES
R E A L E S T A T E S E R V I C E S

**COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO LEASE OR RENT**

To McAllister & Associates, BROKER, Austin, Texas;

For and in consideration of the mutual agreement herein, by and between **Williamson County, Texas**, hereinafter called OWNER, and McAllister & Associates hereinafter called BROKER, whereby the OWNER or its duly authorized agent does hereby authorize and irrevocably give unto BROKER, the exclusive right and agency to Lease or Rent the following Property upon the following terms and conditions or on such other terms as approved by OWNER:

The following Property is located at **75 Seward Junction Loop in Liberty Hill, Texas**, and is legally described as: **That certain 1.7703 acres, more or less, out of the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas**

LISTING LEASE RATE: OWNER lists the Property for a NNN Lease with a base rate of \$0.46sf/\$1,840 month with Tenant responsible for Taxes, Insurance and Maintenance.

GENERAL CONDITIONS of PROPOSED LEASES: TAXES and INSURANCE. Tenant shall be responsible for the payment of real property taxes and building insurance (fire and extended coverage); Tenant shall be responsible for insurance coverage on its personal property situated on or about the Property. Tenant shall provide a Commercial General Liability Policy in the minimum amount of One Million Dollars (\$1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury; Damages to Rented Premises coverage in the minimum amount of \$100,000; and Medical Expenses coverage in the minimum amount of \$10,000 for its use and occupancy of the Property such coverage naming OWNER as an additional insured.

UTILITIES. Tenant shall be responsible for the payment of any and all utilities;

MAINTENANCE. OWNER shall be responsible for slab and structural maintenance of the building, limited to the roof and exterior walls. Tenant shall be responsible for any and all other general maintenance including the interior walls, windows, electrical, mechanical and HVAC systems. Otherwise, Tenant shall be responsible for any and all maintenance of the Property, in all respects.

OWNER agrees to pay BROKER a Brokerage Fee equal to six percent (6%) the total rent to be paid during the term of the lease. Such Brokerage Fee shall be paid to BROKER upon the date Tenant begins to pay the monthly rent to OWNER, as applicable:

If OWNER subsequently extends or renews a lease or rental agreement with a tenant procured by BROKER under the terms of this Listing Agreement, OWNER shall pay BROKER an additional Brokers Fee equal to six percent (6%) of the total rent to be paid during such extension or renewal at the time such

extension or renewal commences, provided BROKER has performed brokerage services typical to the renewal of a commercial lease agreement.

If within one hundred twenty (120) days after the termination of this Listing Agreement (the Protection Period) OWNER leases or rents or agrees to lease or rent the Property to any person whose attention has been called to the Property by BROKER, any other broker, or OWNER during the term of this Listing Agreement, or to any person with whom BROKER, any other broker, or OWNER negotiated the lease of the Property during the term of this Listing Agreement, OWNER shall pay BROKER the Broker's Fee and any additional fees as provided herein, provided BROKER, prior to or within five (5) days after the termination of this Listing Agreement, has delivered or sent by regular or certified mail to OWNER written notice naming the persons whose attention has been called to the Property during the term of this Listing Agreement. If during the term of the Protection Period such lease occurs while the Property is listed exclusively with another Texas licensed real estate broker this paragraph shall not apply and OWNER shall not be obligated to pay Broker's Fee. The term "person" as used herein shall be broadly construed to include any individual or entity in any capacity.

OWNER does hereby certify and represent OWNER as having a fee simple title to and peaceable possession of the Property with all improvements and fixtures thereon, and the legal authority and capability to lease or rent such Property by indefeasible title. OWNER further certifies and represents that the Property has no known latent defects, other than the following; **none known**

BROKER represents that it is a licensed Texas Real Estate Broker(TREC Corporate Broker's license No. 403756-15), a member in good standing with the following associations: National Association of REALTORS(NAR); Texas Association of REALTORS(TAR); Austin Board of REALTORS(AROR); Central Texas Commercial Brokers(CTCB); Austin Multiple Listing Service(AMLS); Real Estate Council of Austin(RECA); Austin Commercial Real Estate Society(ACRES); Certified Commercial Investment Member(CCIM); Commercial Leasing Brokers Association(CLBA); International Council of Shopping Centers(ICSC). OWNER agrees that all members of said organizations may act in association with BROKER in procuring or attempting to procure a tenant for the above-described Property. BROKER hereby promises and agrees to use its best efforts in attempting to lease or rent the Property in accordance with the terms and conditions of this Agreement. In pursuit of such efforts, BROKER is hereby authorized to advertise the Property using the marketing and advertising services described in the McAllister & Associates Company Profile. OWNER covenants to refrain from negotiation with any prospective purchasers or their agents or representatives who may contact OWNER directly and shall direct all such prospects and their agents or representatives to BROKER.

This Listing Agreement may be executed simultaneously or in multiple counterparts by electronic facsimile(FAX), and/or electronic mailed(e-mailed) .pdf images of original signatures of the parties, which when taken together shall constitute one original document.

This Listing Agreement shall commence on the date of the last party's execution below, and shall automatically terminate at 11:59 p.m. on the 31st day of March, 2024.

BROKER:

MCALLISTER & ASSOCIATES

By: 
Marci Cannon marci@matexas.com

Date: May 15, 2023

201 Barton Springs Road
Austin, Texas 78704
(512)422-5870 FAX(512) 472-2905

OWNER:

WILLIAMSON COUNTY

By: _____
As Presiding Officer, Williamson County
Commissioners Court

Date: _____, 2023

710 Main Street, Suite 101
Georgetown, Texas 78626
(512)943-1550 ctyjudge@wilco.org