AGENDA ITEM
ES 2

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: _____

Meeting Date: 8.24.2026

Submitted By: Precinct 4

Department: _____

Signature of Elected Official/Department Head:

_____

Court Decision:
This section to be completed by County Judge's Office

Johnson County APPROVED Commissioners Court

8.24.2026

Description:

Government Code: Section 551.072, Deliberation About Real Property, Real Property Adjacent to Precinct 4 Maintenance Facility, Tax Account Numbers 126.0207.00130 and 126.0207.00120

Motion to Enter into a Buyer Representation Agreement with Hope Kirkpatrick Real Estate Broker and Authorize Ms. Kirkpatrick to Deliver a Written Offer as Discussed; with Authorization for County Judge to Sign both Agreements

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☐ PUBLIC ☑ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☐ Consent ☐ Workshop ☑ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☐ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

TEXAS REALTORS

COMMERCIAL BUYER/TENANT REPRESENTATION AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. **PARTIES:** The parties to this agreement are:

   Client: **Johnson County, Texas**
   Address: **2 N Main**
   City, State, Zip: **Cleburne, Texas 76033**
   Phone: _____ Mobile: _____ Fax or E-Mail: **christopherb@johnsoncountytx.org**

   Broker: **Webb Kirkpatrick Real Estate**
   Address: **1312 Glenwood Drive**
   City, State, Zip: **Cleburne, TX 76033**
   Phone: **(817)774-2487** Mobile: _____ Fax or E-Mail: **hope@wkrealtors.com**

2. **APPOINTMENT:** Client grants to Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the market area.

3. **DEFINITIONS:**

   A. "Acquire" means to purchase or lease.

   B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.

   C. "Market area" means that area in the State of Texas within the perimeter boundaries of: **5101 and 5029 County Road 417 Cleburne, Texas 76031**.

   D. "Property" means any interest in real estate. Client intends to acquire **2** properties in the market area. If Client intends to acquire more than one property, the terms "property", "price", "purchase", and "lease" will be read to include the plural.

4. **TERM:** This agreement begins on **August 24, 2026** and ends at the earlier of:
   A. 11:59 p.m. on **October 30, 2026**; or
   B. the closing of the transaction of the last property that Client intends to acquire.

5. **BROKER'S OBLIGATIONS:** Broker will:
   A. use Broker's best efforts to assist Client in acquiring property in the market area;
   B. assist Client in negotiating the acquisition of property in the market area; and
   C. comply with other provisions of this agreement.

6. **CLIENT'S OBLIGATIONS:** Client will:
   A. work exclusively through Broker when acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker;

B. inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and
C. comply with other provisions of this agreement.

7. REPRESENTATIONS:
A. Each person signing this agreement represents that the person has the legal capacity and authority to bind the respective party to this agreement.
B. Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for the acquisition of property in the market area.
C. Client represents that all information relating to Client's ability to acquire property in the market area Client gives to Broker is true and correct.

8. INTERMEDIARY: *(Check A or B only.)*

☐ A. Intermediary Status: If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.
(1) If the owner of the property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.
(2) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.
(3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 8A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☒ B. No Intermediary Status: Client does not wish to be shown or acquire any of Broker's listings.

Notice: If Broker acts as an intermediary under Paragraph 8A, Broker and Broker's associates:
- **may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;**
- **may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client;**
- **may not disclose any confidential information or any information a seller or landlord or Client 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;**
- **shall treat all parties to the transaction honestly; and**
- **shall comply with the Real Estate License Act.**

9. COMPETING CLIENTS: Client acknowledges that Broker may represent other prospective buyers or tenants who may seek to acquire properties that may be of interest to Client. Client agrees that Broker may, during the term of this agreement and after it ends, represent such other prospects, show to the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in negotiating the acquisition of properties that Client may seek to acquire.

10. CONFIDENTIAL INFORMATION: Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S FEES:

A. Broker's fees under this agreement are as follows: *(Check all that apply.)*

[X] (1) Commission: Broker will receive a commission calculated as follows:

if Client purchases a property:	and if Client leases a property:
3.000 % of the sales price; or	_____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease:
	[ ] expense reimbursements based on initial amounts;
	[ ] _____ ; or

(a) Source of Commission Payment:

[X] (1) Broker will seek to obtain payment of the commission specified in Paragraph 11A(1) first from the seller, landlord, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.

[ ] (2) Client will pay Broker the commission specified in Paragraph 11A(1).

(b) Earned and Payable: A person is not obligated to pay Broker a commission until such time as Broker's commission is *earned* and *payable*.
(1) Broker's commission is *earned* when Client enters into an agreement to acquire property in the market area.
(2) Broker's commission is *payable*, either during the term of this agreement or after it ends, upon the earlier of:
(A) the closing of the transaction to acquire property in the market area;
(B) Client's breach of a written contract to acquire property in the market area; or
(C) Client's breach of this agreement.
(3) If Client acquires more than one property, Broker's commissions for each property acquired are earned as each property is acquired and are payable at each closing.

(c) Additional Compensation: If a seller, landlord, or their agents offer compensation in excess of the amount stated in Paragraph 11A(1) (for example, marketing incentives or bonuses to cooperating brokers) Broker may retain the additional compensation in addition to the commission specified above. Client is not obligated to pay any such additional compensation to Broker.

(d) Acquisition of Broker's Listing: Notwithstanding any provision to the contrary, if Client acquires a property listed by Broker, Broker will be paid in accordance with the terms of Broker's listing agreement with the owner and Client will have no obligation to pay Broker unless specified by a subsequent separate agreement.

[ ] (2) Hourly Fees: Client will pay Broker fees at the rate of $ _____ per hour. If Broker also receives fees under Paragraph 11A(1) or if Client acquires one of Broker's listings, Broker will

refund the hourly fees upon receipt of the fees under Paragraph 11A(1) or the listing. Broker's hourly fees are earned when Broker's services are rendered and are payable when billed.

☐ (3) Advance Fee: Before this agreement begins, Client will pay Broker an advance fee of $ _____ . The advance fee is earned at the time it is paid. Broker will credit the advance fee against any other fee Broker receives under this agreement at the time Broker receives the other fee.

☐ (4) Client's Purchase of Property Leased by Client: If Client agrees to lease property in the market area during the term of this agreement or any applicable protection period, and subsequently, during the term of the lease, including any renewal, extension, or expansion of the lease, Client agrees to purchase all or part of the property in which the leased property is located by oral or written agreement or option, Client assures Broker that the seller or Client will pay Broker, at the time the sale closes, a fee of:

☐ (i) _____ % of the sales price; or

☐ (ii) _____ .

This Paragraph 11A(4) survives termination of this agreement. This Paragraph 11A(4) does not apply if another Texas-licensed real estate broker represents Client in the negotiations for the purchase and the other broker receives a fee for negotiating the purchase.

☐ (5) Renewals, Extensions, or Expansions of Property Leased by Client: If Client agrees to lease property in the market area during the term of this agreement or any applicable protection period, and subsequently, during the primary term of the lease, Client and the landlord agree to renew, extend, or expand the lease, Client assures Broker that the landlord or Client will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (i) _____ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____ ;

☐ (ii) _____ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____ ; or

☐ (iii) _____

_____ .

This Paragraph 11A(5) does not apply if another Texas-licensed real estate broker represents Client in the negotiations for the renewal, extension, or expansion and the other broker receives a fee for negotiating the renewal, extension, or expansion. In addition to their ordinary meanings, "extensions, "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

☐ (6) Construction: If Client uses Broker's services to procure or negotiate the construction of improvements to property that Client owns or may acquire, Client will pay Broker at the time the construction is substantially complete a fee equal to: _____

_____

_____ . This Paragraph 11A(6) does not apply if the contractor pays Broker the amount specified in this paragraph under a separate agreement.

☐ (7) Service Providers: If Broker refers Client or any party to a transaction contemplated by this agreement to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral.

☐ (8) Other: _____

_____

_____

_____

B. Protection Period: "Protection period" means that time starting the day after this agreement ends and continuing for **60** days. Not later than 10 days after this agreement ends Broker may send Client written notice identifying the properties in the market area called to Client's attention during this agreement. If during the protection period Client agrees to acquire all or part of any such property, Client will pay Broker, upon closing, an amount equal to the fees Broker would have been entitled to receive had Client acquired the property during the term of this agreement. This Paragraph 11B survives termination of this agreement.

C. Excluded Properties: Under a prior representation agreement Client is obligated to pay another Texas licensed broker a fee if Client acquires, before _____, any of the following properties in the market area: _____

_____

_____

(excluded properties). If Client enters into a contract to acquire all or part of an excluded property before the date specified, Broker will not be entitled to receive the compensation specified in this agreement, but Client will pay Broker, upon closing, a fee equal to _____ % of the sales price if Client buys an excluded property and _____ % of all rents to be paid for the term of the lease if Client leases an excluded property.

D. County: All amounts payable to Broker are to be paid in cash in **Johnson** County, Texas.

E. Escrow Authorization: Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of property contemplated by this agreement to collect and disburse to Broker all amounts payable to Broker.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission

12. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this agreement or any transaction related to or contemplated by this agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.

13. DEFAULT: If either party fails to comply with this agreement or makes a false representation in this agreement, the non-complying party is in default. If Client is in default, Client will be liable for the amount of compensation that Broker would have received under this agreement if Client was not in default; Broker may also terminate this agreement and exercise any other remedy at law. If Broker is in default, Client may exercise any remedy at law.

14. ATTORNEY'S FEES: If Client or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

Initial CB

15. LIMITATION OF LIABILITY: Neither Broker nor any other broker, or their associates, is responsible or liable for Client's personal injuries or for any loss or damage to Client's property that is not caused by Broker. Client will hold broker, any other broker, and their associates, harmless from any such injuries or losses. ~~Client will indemnify Broker against any claims for injury or damage that Client may cause to others or their property.~~

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16. ADDENDA: This agreement will be automatically amended to include the legal description of any properties Client acquires or attempts to acquire under this agreement. Addenda and other related documents which are part of this agreement are:

- [X] A. **Information about Brokerage Services (TXR-2501)**
- [ ] B. _____
- [ ] C. _____
- [ ] D. _____

17. SPECIAL PROVISIONS:

18. AGREEMENT OF THE PARTIES:

A. Entire Agreement: This document contains the entire agreement of the parties and may not be changed except by written agreement.

B. Assignment: Neither party may assign this agreement without the written consent of the other party.

C. Binding Effect:
(1) Client's obligations to pay Broker earned fees are binding upon Client and Client's heirs, administrators, executors, successors, and permitted assigns.
(2) If Client does not acquire a property under this agreement, but a related party of Client acquires (within the applicable periods under this agreement) a property that Broker brings to Client's attention, Broker will be entitled to all compensation under this agreement as if Client had acquired property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled, in whole or part, by Client, and any entity that owns or controls Client, in whole or part.

D. Joint and Several: All Clients signing this agreement are jointly and severally liable for the performance of all its terms.

E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this agreement.

F. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.

G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

19. ADDITIONAL NOTICES:

A. BROKER COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE. Broker's fees and fees between brokers are not fixed, controlled, recommended, or suggested by Texas REALTORS®, its local affiliates, or any listing service.

B. Broker's services are made available without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).

C. Broker is not a property inspector, surveyor, engineer, or environmental assessor. Client should seek experts to render such services for any property Client seeks to acquire.

D. If Client purchases property, Client should have an abstract covering the property examined by an attorney of Client's selection, or Client should be furnished with or obtain a title policy.

E. Texas Property Code Chapter 5, Subchapter H restricts certain individuals, businesses, organizations, and governmental entities - linked to countries identified by the Director of National Intelligence or designated by the governor as a risk to national security - from purchasing, acquiring, or leasing real property for a term of one year or longer. If Client believes these restrictions may apply, consulting with an attorney is strongly recommended.

CONSULT AN ATTORNEY: Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.

Client: Johnson County, Texas

By: _____

By: (signature) Signed by: Christopher Boedeker BE7B935C7079447...

Printed Name: Christopher Boedeker
Title: County Judge Date: 8/25/2026

By: _____

By: (signature) _____

Printed Name: _____
Title: _____ Date: _____

Broker:
Broker / Company Name: Webb Kirkpatrick Real Estate

License No. 9008895

By: (signature) Signed by: HOPE KIRKPATRICK 9D45181581504A3... 8/25/2026

Printed Name: Hope Kirkpatrick
Title: REALTOR License No. 0447848
Date: _____