

ASSIGNMENT OF REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between PIONEERS LLC (hereinafter referred to as "Assignor"), and COUNTY OF WILLIAMSON, TEXAS (hereinafter referred to as "Assignee");

RECITALS

1. Pursuant to a certain Real Estate Sale Contract, effective April 3rd, 2017, between Assignor, as Buyer, and GRANER INVESTMENTS, L.P., as Seller, as amended (said agreement being hereinafter referred to as the "Contract"), Assignor acquired certain rights to purchase certain real property located in the City of Pflugerville, Williamson County, Texas, and being more particularly described in the Contract;

2. Assignor desires to assign such rights and to delegate its obligations under the Contract to Assignee and Assignee desires to accept such assignment and to assume such delegated obligations;

NOW, THEREFORE, in consideration of the sum of Fifty-Two Thousand and No/100 Dollars (\$52,000.00), Fifty Thousand representing Assignor's Earnest Money and Two Thousand representing Assignor's accrued development costs, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. ASSIGNMENT OF CONTRACT.

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignor hereby delegates to Assignee all of Assignor's duties and obligations under the Contract. Assignee hereby expressly accepts all right, title and interest of Assignor in and to the Contract and hereby agrees to perform, discharge and fulfill all of such duties and obligations of Assignor under the Contract.

2. CLOSING COSTS.

All closing costs associated with this transaction and its consummation shall be the responsibility of Assignee, including, but not limited to, the costs of any title search performed.

3. FIRST REFUSAL.


Simultaneously with the execution of this Assignment, it is further agreed that Assignee, its successors and/or assigns, shall enter into a Right of First Refusal Agreement in favor of Assignor in the form attached hereto as Exhibit "A", and Assignor and Assignee shall execute a Memorandum of Right of First Refusal in the form as shown in Exhibit "B", and which shall be recorded by Assignee in the Official Records of Williamson County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused the same to be executed and sealed by their authorized representatives the day and year first above written.

ASSIGNOR:

PIONEERS LLC

By: Pioneers Holding LLC, its Manager

By: 
Managing Member
Managing Member — 6/29/17

ASSIGNEE:

WILLIAMSON COUNTY, TEXAS

By: _____

ACKNOWLEDGED:

GRANER INVESTMENTS, L.P.

By: 

Its: General Partner

June 26, 2017

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2017, by WILLIAMSON COUNTY, TEXAS, a Texas political subdivision ("County"), to PIONEERS, LLC, a Minnesota limited liability company ("Pioneers").

1. **Grant; Description of Property.** For valuable consideration, and subject to the conditions set forth below, County hereby grants to Pioneers the right of first refusal with respect to the following real property (the "Property") as set forth in the Real Estate Sale Contract attached hereto as Exhibit "A" (the "Contract"), entered into by Pioneers, as buyer, and Graner Investments, L.P., as seller, and assigned to County by Pioneers by the Assignment attached hereto as Exhibit "B" (the "Assignment"):

Approximately 138,999 +/- square feet of land located at the northeast corner of the existing Williamson County Road 138 right-of-way in the City of Pflugerville, Williamson County, Texas, having approximately 343 +/- feet of frontage along Williamson County Road 138 and 643 +/- feet of frontage along Texas Highway 130, along with all of Graner Investments, L.P.'s right, title and interest in and to any portion of the streets adjacent thereto commonly known as Williamson County Road 138 and Texas Highway 130 and any property owned by Graner Investments, L.P. between the Property and such streets, being more particularly described in Exhibit "C".

2. **Notice.** If at any time or times during the term of this right of first refusal, County determines it will not put the Property to public use and desires to offer the Property for sale and invite offers for purchase, then County shall notify Pioneers within ten (10) days of making such a determination and shall, upon entering into a binding contract with a third party to sell the Property, provide a copy of the third party contract (the "Third Party Contract") and a notice of the offer of first refusal to Pioneers ("Notice").
3. **Exercise by Pioneers.** Pioneers shall have a period of 30 days after receiving such Notice within which to notify County that Pioneers elects to purchase the Property on the terms contained in the Third Party Contract. Any such notice from Pioneers shall be accompanied by any earnest money required by the Third Party Contract, which shall then constitute a contract between County and Pioneers even though neither has signed it.
4. **Waiver by Pioneers.** If Pioneers does not notify County within the 30-day period mentioned in the preceding paragraph of Pioneers' election to purchase such Property, County shall be free to sell or otherwise dispose of the Property pursuant to the terms of the Third Party Contract, and Pioneers shall upon request execute and deliver an instrument in recordable form appropriate to evidence Pioneers' relinquishment of its rights under this instrument with respect to such transaction. Notwithstanding the foregoing, Pioneers' failure to exercise its right of first refusal on any offer shall not be a waiver of its right of first refusal on any subsequent sale.

5. **Term.** The term of this right of first refusal shall extend for 20 years from the date hereof.
6. **Notices.** Any notice required or permitted to be given under this right of first refusal shall be in writing and shall be deemed given upon personal delivery or on the second business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at its address stated below:

COUNTY:

Williamson County
Attn: County Judge
710 S. Main St.
Georgetown, Texas 78626

PIONEERS:

Pioneers, LLC
Attn: A.J. Smith
1 Chisholm Trail Road, Suite 450
Round Rock, Texas 78681

Either party may change its address for notices by notice to the other party as provided above.

7. **Binding Effect.** The provisions of this instrument shall bind and benefit County and Pioneers and their respective heirs, successors and assigns.
8. **Memorandum.** County and Pioneers shall execute a Memorandum of Right of First Refusal memorializing the terms of this Agreement, which shall be recorded in the Official Records of Williamson County.

IN WITNESS WHEREOF, County and Pioneers has executed this right of first refusal on the date set forth in its acknowledgement, intending it to take effect as of the date first mentioned above.

[signatures follow]

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Dan A. Gattis, County Judge, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

PIONEERS, LLC

By: Pioneers Holding LLC
its Manager

By:_____

Name:_____

Its:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____ 2017, by _____, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

Exhibit B

MEMORANDUM OF RIGHT OF FIRST REFUSAL

DATE: _____, 2017

SELLER: Graner Investments, L.P.

SELLER'S MAILING ADDRESS: 1112 W. 9th Street, Austin, TX 78703

BUYER/ASSIGNOR: PIONEERS LLC, a Minnesota limited liability company

ASSIGNOR'S MAILING ADDRESS: 1 Chisholm Trail Road, Suite 450, Round Rock TX 78681

BUYER/ASSIGNEE: County of Williamson, Texas

ASSIGNEE'S MAILING ADDRESS: 710 Main Street, Suite 101, Georgetown, TX 78626

PROPERTY: All of that certain _____ acre (_____ square foot) tract of land in the _____ Survey, Abstract No. _____, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms, covenants, and conditions of the Right of First Refusal Agreement of even date herewith executed by Seller and Buyer (the "Agreement"), in the event that Assignee shall receive any bona fide written offer for the purchase of the Property which Seller is ready and willing to accept, then Assignor shall have the first right to purchase the Property for the price and upon the same terms and conditions as shall be contained in the Agreement.

This Memorandum constitutes notice of the existence of the Agreement and the right created thereby. Information concerning the Agreement may be obtained from Seller or Buyer at the addresses provided above.

[signatures follow]

ASSIGNOR:

PIONEERS LLC

By: Pioneers Holding LLC, its Manager

By: _____

Managing Member

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____ 2017, by _____, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of _____

ASSIGNEE:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Dan A. Gattis, County Judge, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas