

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is entered into as of the ___ day of _____, 2019, by the Lenora Louise McCray Estate ("Estate") to Williamson County, Texas, a Texas political subdivision ("County").

1. **Grant.** For valuable consideration, and subject to the conditions set forth below, Estate hereby grants to County the right of first refusal with respect to the following real property described below which is the subject of that certain Contract for Purchase of Real Estate ("Contract") by County, as buyer, and the Estate, as seller,

Approximately 500.66 acres tract of land, being 331.86 acres out of the J.F. Kimball Survey, Abstract 379, Williamson County, Texas, and as described in Williamson County Appraisal District R#022298 and being 168.80 acres in the J. Jenks Survey, Abstract No. 351, Williamson County, Texas and as described in Williamson County Appraisal District # R022276, both tracts being shown on a sketch attached as Exhibit "A", **SAVE AND EXCEPT** approximately 150 acres from portions of both tracts to be retained by Seller and as determined by a final survey, at a location approved by both parties prior to Closing.

2. **Description.** As stated in the Contract, Estate will save and except from the conveyance approximately 150 acres from the 500 acre tract ("Remainder Tract"). This 150 acre Remainder Tract is the subject of this Agreement.
3. **Notice.** If at any time or times during the term of this right of first refusal, Estate desires to offer the Remainder Tract, or any portion thereof, for sale and invite offers for purchase, then Estate shall notify County within ten (10) days of making such an offer and shall, upon entering into a binding contract with a third party to sell the Remainder Tract, provide a copy of the third party contract (the "Third-Party Contract") and a notice of the offer of first refusal to County ("Notice").
4. **Exercise by County.** County shall have a period of 30 days after receiving such Notice within which to notify Estate that County elects to purchase the Remainder Tract on the terms contained in the Third-Party Contract. Any such notice from County shall be accompanied by any earnest money required by the Third-Party Contract, which shall then constitute a contract between County and Estate even though neither has signed it.
5. **Waiver by County.** If County does not notify Estate within the 30-day period mentioned in the preceding paragraph of County's election to purchase such Remainder Tract, Estate shall be free to sell or otherwise dispose of the Remainder Tract pursuant to the terms of the Third-Party Contract, and County shall upon request execute and deliver an instrument in recordable form appropriate to evidence County's relinquishment of its rights under this instrument with respect to such transaction. Notwithstanding the foregoing, County's

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.

6. **Term.** The term of this right of first refusal shall extend for 20 years from the date hereof.
7. **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

ESTATE:

Raena L. Henry Etx
Foi. Lenora L. McCray

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

8. **Binding Effect.** The provisions of this instrument shall bind and benefit County and Estate and their respective heirs, successors and assigns.
9. **Recordation.** This Right of First Refusal which shall be recorded in the Official Records of Williamson County. Both parties agree to amend this Agreement to include the final legal description of the Remainder Tract prior to closing on the Contract.

IN WITNESS WHEREOF, County and Estate have executed this Agreement 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: _____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of _____, 2019 by Bill Gravell, Jr., County Judge, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

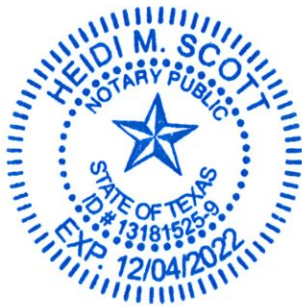
ESTATE OF LENORA LOUISE MCCRAY

By: Raena Louise Henry
Name: Raena Louise Henry Extx
Its: For: Lenora L. McCray

STATE OF TEXAS

COUNTY OF Burnet

This instrument was acknowledged before me on this the 5th day of April 2019, by Heidi Scott, in the capacity and for the purposes and consideration therein expressed.



Heidi M. Scott
Notary Public, State of Texas

Please return to:

Charles Crossfield
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664