

**FIRST AMENDMENT TO  
RIGHT OF FIRST OFFER AGREEMENT**

**THE STATE OF TEXAS  
COUNTY OF EL PASO**

This First Amendment to the Right of First Offer Agreement ("**Agreement**") is entered into by and between the **HORIZON OXBOW DEVELOPMENT LLC**, a Texas limited liability company ("**Grantor**") and the **TOWN OF HORIZON CITY ECONOMIC DEVELOPMENT CORPORATION**, a home rule city of the State of Texas, ("**Grantee**").

Date: \_\_\_\_\_

Grantor: HORIZON OXBOW DEVELOPMENT LLC.

Grantor's Address: HORIZON OXBOW DEVELOPMENT LLC.  
Attn: 320 Texas Ave Fl 2 El Paso TX 79901

Grantee: Town of Horizon City Economic Development Corporation

Grantee's Address: Town of Horizon City Economic Development Corporation  
Attn: Walter W. Miller, EDC Board President  
14999 Darrington Road  
Horizon City, Texas 79928

Property: An approximately 2,500/square feet fee simple interest, together with all improvements thereon, being a part of the property commonly known at 1560 Pawling, Horizon City, Texas 79928, that is situated in the Town of Horizon City, El Paso County, Texas, which is described in **Exhibit "A"**, which is attached hereto and incorporated herein for any and all purposes.

Term: This Agreement takes effect immediately upon conveyance of the Property to Grantor by Grantee under a separate Purchase and Sale Agreement and Special Warranty Deed and expires on \_\_\_\_\_.

Consideration: Grantee agrees to pay the sum of **Six Hundred Eighteen Thousand Six Hundred and Forty Dollars and no cents (\$618,640.00)** to purchase the Property. The Grantee also agrees to pay the sum of **Seventy-Three Thousand One Hundred and Thirty-Six Dollars and no cents (\$73,136.00)** for internal office space improvements as described in Exhibit "B", attached below.

## **A. Grant of Right of First Offer**

A. 1. Grantor grants to Grantee a right of first offer to acquire the Property described in Exhibit "A" on which Grantor shall construct an office building of approximately 2,500 square feet and related improvements.

A. 2. During the Term, if Grantor wishes to sell the Property or any portion thereof or interest therein for any form of consideration, Grantor must give written notice to Grantee stating the complete terms of the proposed transfer, including the consideration, which must be stated as a cash purchase price.

A.3. Grantee will have the right to purchase the Property on the terms set forth in Grantor's notice by giving written notice to Grantor within thirty (30) days following the receipt of Grantor's notice. If Grantee affirmatively exercises that right, the Property will be transferred to Grantee, and Grantee will pay to Grantor the consideration on the terms set forth in the notice from Grantor.

A.4. If Grantee does not affirmatively exercise its right within the thirty (30) day period, Grantor may transfer the Property to another party on the terms described in Grantor's notice to Grantee within the 120-day period following the expiration of the thirty (30) day period. If a transfer is not consummated within the 120-day period, Grantor may not transfer the Property without again complying with the provisions of this Agreement. If Grantor wishes to effect a transfer on terms that are less favorable to Grantor than those described in Grantor's notice, Grantor must repeat the process set forth in this Agreement by giving a new notice to Grantee setting forth the new terms. If Grantor timely consummates a transfer, this Agreement will automatically terminate when the Property is conveyed to another party.

A.5. The rights granted in this Agreement expire at the end of the Term.

## **B. Transfers by Gift, Devise, Descent, or Otherwise without Consideration**

If the Property is transferred by gift, devise, descent, or another transaction that does not involve the payment of consideration in any form, the provisions of this Agreement will be fully binding on the person acquiring title to the Property in that transaction.

## **C. Recordation**

Grantee may record this Agreement or a memorandum of this Agreement in the real property records of El Paso County, Texas. Grantee will, on request, execute and record a release of this Agreement following its expiration or termination.

## **D. Assignment**

This Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor and the Grantee.

Grantor may only assign its rights and obligations under this Agreement with the written consent of Grantee, and Grantor must submit a written request for such consent to the Grantee at least ninety (90) days in advance of any proposed assignment. No such assignment will release Grantor of its obligations under this Agreement, and Grantor and the assignee will be jointly and severally liable for the performance of such obligations after any such assignment.


**E. Notices**

Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement, Notice may be also given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

THE GRANTEE IS SET FORTH THE FULL AGREEMENT OF THE GRANTOR AND IN THE FOREGOING TEXT OF THIS INSTRUMENT, AND NO OTHER REPRESENTATIONS OR OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

**GRANTOR:**

**Horizon Oxbow Development LLC.**

  
\_\_\_\_\_  
By: George M. Dipp, Manager

Date: November 15, 2024

**GRANTEE:**

**Horizon City Economic  
Development Corporation**

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit B**

### Internal Office Space Improvements

- 4 – 10 x 12 office spaces
- 1 – 10 x 16 office space
- 1 – 15 x 20 conference room space
- 1 - Janitors' closet
- 1 - Sink and cabinet for coffee bar