

## FIRST AMENDMENT TO CONTRACT COVENANT

THIS FIRST AMENDMENT TO CONTRACT COVENANT (this "Amendment") is made to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership ("Seller"), and WILLIAMSON COUNTY, TEXAS ("Purchaser"). Seller and Purchaser are sometimes collectively referred to herein as the "Parties".

### Recitals

A. Seller and Purchaser entered into that certain Real Estate Contract dated June 30, 2016 (the "Contract"), pursuant to which Purchaser agreed to purchase from Seller approximately 0.080 acres of land (Parcel 38S, Part 1) and approximately 0.144 acres of land (Parcel 38S, Part 2) located in Williamson County, Texas, as more particularly described in the Contract.

B. Closing under the Contract occurred on or about August 30, 2016, but the Parties agreed in Section 2.03 of the Contract ("Section 2.03") that the driveway-related rights and obligations set forth therein would survive Closing.

C. The Parties now desire to amend Section 2.03 as hereinafter set forth.

### Agreement

For and in consideration of the premises and the mutual covenants and agreements hereinafter made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Section 2.03. The first sentence of Section 2.03 is hereby deleted in its entirety and replaced with the following: "As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense (A) one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii between the proposed CR110 roadway improvements and the remaining adjacent property of Seller and (B) one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii for access from the remaining property of Seller to Limmer Loop/North Redbud Lane/CR109, to be located between Station 105+50 and Station 109+00 of the future Redbud Lane roadway improvements and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction."

2. Miscellaneous. Except as expressly amended hereby, Section 2.03 shall be and remain in full force and effect as of the date thereof and shall be binding on the Parties. Unless specifically defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Contract. This Amendment may be executed in one or more counterparts, which shall be construed together as one document. A telecopy or electronic transmission by either party of its signature shall be deemed to be the delivery by such party of its original signature hereon. This Amendment (i) shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors, assigns, heirs, receivers and trustees; (ii) may be modified or amended only by a written agreement executed by each of the Parties; and (iii) shall be governed by and construed in accordance with the laws of the State of Texas.

EXECUTED to be effective as of the date first written above.

SELLER:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,  
a Texas limited partnership

By: Nelson Homestead Management, LLC, its general partner

By:   
John C. Nelson  
Manager

Date: 6/13/17

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

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