

FIRST AMENDMENT TO REAL ESTATE CONTRACT

Hairy Man Road Right of Way—Parcel S1

This First Amendment to Real Estate Contract is entered into effective the date it is last executed, between ONE WAY BAPTIST CHURCH, INC. ("Seller"), and WILLIAMSON COUNTY, TEXAS ("Purchaser" or "County").

The parties entered into a Real Estate Sale Contract dated effective on or about the 11th day of January, 2019 (the "Contract") to convey certain property interests for construction of the proposed Hairy Man Road improvement project ("Property").

In order to assist with the requirements for County to submit its WPAP plan to the Texas Commission on Environmental Quality, and to allow Purchaser to proceed with construction of proposed roadway improvements upon the Property while the parties complete title curative and lien release obligations pursuant to the terms of the Contract, Seller and Purchaser now desire to amend such Contract to allow the County to have legal possession of the Property while title curative actions are being undertaken to facilitate the Closing as required in the Contract, and in consideration of the mutual agreements herein contained, it is agreed as follows:

Amendment. Section 8.13 is hereby added to the Contract to read as follows:

Possession and Use Agreement

8.13. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed Hairy Man Road improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures required by the Contract to complete the Closing of the purchase transaction.

Ratification. In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This 9th day of January, 2020
ONE WAY BAPTIST CHURCH, INC.

By: B. Buhl
Bernard Buhl, Pastor

APPROVED BY PURCHASER: This____ day of _____,20____.

WILLIAMSON COUNTY, TEXAS

By:_____

Bill Gravel, Jr., County Judge