

## **FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT**

THIS FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT (the "First Amendment"), is entered into by and among Williamson County, Texas, a Texas political subdivision (the "Grantee") and American Dream R.V.'s, Inc. (the "Grantor"). The Grantor and the Grantee are individually referred to as "Party" and collectively referred to as the "Parties". Each of the Parties confirms that it has the authority to enter into this First Amendment and the ability to perform its obligations under this First Amendment, without the further approval or consent of any other person or entity.

### Recitals

WHEREAS, on the 21<sup>st</sup> day of September, 2009, the Parties entered into that one certain Possession and Use Agreement for US 183 road construction (the "Agreement"); and

WHEREAS, at this time the Parties believe that it is beneficial to change the date of valuation in the agreement to September 21, 2009 in order to more clearly and accurately reflect the intent of the agreement between the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect this new date;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Grantor and the Grantee mutually agree as follows:

### Section 1. Definitions

All terms used herein shall have the meanings assigned to them in the Agreement unless the context clearly requires otherwise.

### Section 2. Amendment

Numbered paragraph 3. is hereby amended to read: "The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be September 21, 2009".

### Section 3. Miscellaneous

(a) To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

(b) This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed as of the \_\_ day of October, 2009.

GRANTOR:

**AMERICAN DREAM R.V.'S, INC.**

By: \_\_\_\_\_  
Larry Lenamond  
President

GRANTEE:

**WILLIAMSON COUNTY, TEXAS**

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by Larry Lenamond, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_