

FIRST AMENDMENT TO DEED

Phase II

Reference Number (s) of Document amended: 2006066934

TITLE OF DOCUMENT AMENDED: Donation Special Warranty Deed

Original Grantor: J. Sam Winters and Roy A. Butler

Grantor: J. Sam Winters, and Ann S. Butler, Individually and as Independent Co-Executor of the Estate of Roy A. Butler, Deceased, and Edward S. Butler as Independent Co-Executor of the Estate of Roy A. Butler, Deceased

Grantor's Mailing Address:

P. O. Box 9190, Austin, TX 78766

Grantee: Williamson County, Texas

Grantee's Mailing Address: 701 Main Street, Suite 101, Georgetown, Texas 78626

Legal Description

The surface of a 2.124 acre tract and a 18.345 acre tract in the William Mancil Survey, Abstract No. 437, in Williamson County, Texas, fully described in the Deed hereafter defined.

AMENDMENT

THIS FIRST AMENDMENT ("Amendment") is to that one certain Special Warranty Deed from J. Sam Winters and Roy A. Butler as Grantor to Williamson County, Texas as Grantee, recorded as Document No. 2006066934, Official Public Records Williamson County, Texas (the "Deed")

For and in consideration of Ten and No/ 100 Dollars (\$10.00) and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged and confessed, and in consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows:

**ARTICLE ONE
DEFINITIONS**

1.01 Unless the context clearly requires otherwise, terms used in this First Amendment to Deed shall have the meaning as set forth in the Deed. Notwithstanding the foregoing, the right-of-way originally referred to as "CR 276", has subsequently been referred to as "CR 274" or "San Gabriel Parkway". For uniformity, it will be referred to as "CR 274" in this Amendment.

ARTICLE TWO AMENDMENTS

2.01. The description of the "Property" is amended by adding the following:

The surface of all of the property described in the following Exhibits:

Exhibit "B" 0.161 acres
Exhibit "C" 0.831 acres
Exhibit "D" 0.024 acres

2.02 Paragraph (2.) of the "RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY" is amended to read as follows:

2. This conveyance is made subject to the provisions and reservations contained in a Real Estate Contract between Grantor and Grantee dated July 20, 2004 and modified by that certain First Amendment to Real Estate Contract dated May 19, 2009,(as modified, the "Sale Contract"), including without limitation, the following:

(a) Grantee's use of the Property is limited to the development, construction and maintenance of a public roadway involving the realignment of CR 274, and Grantor reserves all other rights and interest in the Property, including the rights to lay water, wastewater, electrical, cable, or any overhead, surface or subsurface utility lines and subsurface rights, including oil, gas and other minerals, so long as the use of any such rights do not interfere unreasonably with the Grantee's use of the Property for the purposes of a public roadway.

(b) **The First Phase of such realignment shall be upon, across and through the Property to extend from the western boundary of the Property, which is also the eastern boundary of US 183, to the western boundary of US 183A. Only a portion of the First Phase of CR 274 has been completed. Grantee may enter into an interlocal agreement with the Central Texas Regional Mobility Authority to perform that work. However, in any event, if a contract for the expeditious construction of the remainder of the First Phase of the proposed realignment of CR 274 is not awarded before May 19, 2011 (the "First Phase Deadline"), title to the Property within the First Phase (except for that portion of the Property under the completed portion of the First Phase) will automatically revert to Grantor(s), their heirs or assigns, and without the necessity of re-entry or suit, and without further act or deed on the part of Grantor(s) or Grantee.**

(c) **The Second Phase of such realignment will extend from the eastern boundary of US 183A to CR 270. If a road bond package for**

funding of the Second Phase has not been passed by December 31, 2012, and the Second Phase does not receive first priority for funding and construction among the road bond package which is approved, or if a contract for the expeditious construction of the Second Phase of the proposed realignment of CR 274 is not awarded by December 31, 2012 (the "Second Phase Deadline"), title to that portion of the Property within the Second Phase will automatically revert to Grantor(s), their heirs or assigns, without the necessity of re-entry or suit, and without further act or deed on the part of Grantor(s) or Grantee.

(d) Any other provisions of the Sale Contract, (as amended by the First Amendment to Real Estate Contract) pertaining to this conveyance, including but not limited to those pertaining to Grantor's reservations of access rights to CR 274, cooperation concerning the location of driveway cuts along CR 274, and the design of the realignment of CR 274 and a proposed extension of CR 273. Notwithstanding the foregoing, the provisions set forth in (b) and (c) above are controlling in the event of a conflict with any other document.

ARTICLE III MISCELLANEOUS

3.01 This First Amendment to Deed is executed to amend the Deed and be effective from the same date as the Deed. To the extent necessary to effect the terms and provisions of this First Amendment to Deed, the Deed is hereby amended and modified. In all other respects, the aforesaid Deed is hereby ratified and confirmed.

3.02 This First Amendment to Deed 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 their own authority or under the authority of their respective governing bodies, as required, have caused this First Amendment to Deed to be duly executed as of the date or dates indicated below.

GRANTOR:

J. Sam Winters

Ann S. Butler, Individually and as Independent
Co-Executor of the Estate of Roy A. Butler

COUNTY OF _____ §
§

This instrument was acknowledged before me this ____ day of _____ 2010, by Edward S. Butler, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____ 2010, by Dan A. Gattis, County Judge, Williamson County, on behalf of Williamson County.

Notary Public, State of Texas

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, Texas 78664