

**FIRST AMENDMENT TO
BILL OF SALE**

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

KNOW ALL PERSONS BY THESE PRESENTS;

This Amendment to Bill of Sale ("Amendment") is made by and between Jimmy Zimmerhanzel ("Seller") and Williamson County, Texas (the "County").

Recitals

WHEREAS, Seller executed that certain Bill of Sale dated October 31, 2011 (the "Bill of Sale") in favor of the County granting a personal communications service system facility including a communications tower and related equipment, buildings and improvements (the "Facilities") to the County, which may be interpreted as conveying a cargo trailer, less its contents, previously identified by the Seller and the County as an item that the Seller would be allowed to retain (the "Trailer");

WHEREAS, it was not the intent of the Seller to convey, and it was not the intent of the County to obtain, the Trailer;

WHEREAS, Seller and the County wish to amend the Bill of Sale to specify that the Trailer was not, and is not, conveyed to the County via the Bill of Sale; and

NOW THEREFORE, for the mutual covenants contained in the Bill of Sale and this First Amendment to Bill of Sale, and for other good and valuable consideration already received by the parties, the Seller and the County agree as follows:

I.

All terms and definitions in the above recitals are incorporated herein.

II.

The Seller and the County agree that the Bill of Sale is amended to read as follows:

That, Jimmy Zimmerhanzel, referred to hereinafter as "Seller," in consideration of the payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt and sufficiency of such payment is hereby acknowledged, does hereby sell and transfer to Williamson County, Texas, the following described property, located in Williamson County, Texas:

A personal communications service system facility including a communications tower, poles, guy wires and anchors, equipment shelters, any associated support buildings and all related improvements, including without limitation, antenna equipment, cable wiring, back-up power sources, including generators and fuel storage tanks, and any and all

related fixtures, all of which are located at 5700 County Road 327, Granger, Williamson County, Texas, except for that certain cargo trailer, less its contents, previously identified by the parties as an item that Seller shall be entitled to retain and remove.

Seller warrants that he is the lawful owner in every respect of all of the described property and that such property is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

Seller binds Seller, his successors and assigns, to warrant and defend the title to all of the described property to Buyer, forever against every person lawfully claiming the described property or any part of it.

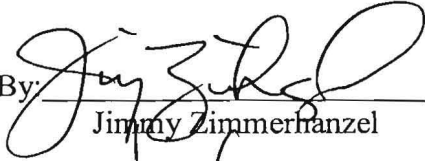
III.

3.1 To the extent necessary to effect the terms and provisions of this Amendment, the Bill of Sale is hereby amended and modified. In all other respects, the Bill of Sale is hereby ratified and confirmed.

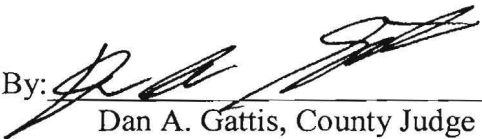
3.2 This Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Amendment to Bill of Sale is executed to be effective as of the last date of due execution by all parties.

SELLER:

By: 
Jimmy Zimmerhanel
Date: 3/29/2012

COUNTY:

By: 
Dan A. Gattis, County Judge
Date: 03-27-2012