

AMENDMENT TO REAL ESTATE CONTRACT OF SALE

between

WALLER COUNTY (“PURCHASER”)

and

**HEATHER D. HESS MCHUGH, INDEPENDENT ADMINISTRATOR
FOR THE ESTATE OF ROBERT MCDANIEL HESS (“SELLER”)**

dated as of

04/02/2025

AMENDMENT TO REAL ESTATE CONTRACT

This AMENDMENT TO REAL ESTATE CONTRACT (this “**Amendment**,” “**Agreement**,” “**Modification**,” “**Addendum**”), dated as of the 2th day of April, 2025 (the “**Effective Date**”), is entered into between Waller County, a political subdivision of the State of Texas (“**Purchaser**”) and Heather D. Hess McHugh, as Independent Administrator for the Estate of Robert McDaniel Hess (“**Seller**”).

RECITALS

WHEREAS, Purchaser and Seller signed a “Real Estate Contract of Sale” (the “**Real Estate Contract**”) on the 19th day of August, 2024 and 3rd day of October, 2024 respectively; and

WHEREAS, the Parties exchanged the Property described in the Real Estate Contract for the agreed upon good and valuable consideration.

WHEREAS, the Real Estate Contract specified at “5.” that “Seller must remove all personal property from the within 90 days from the date of closing.”

WHEREAS, a number of motorized vehicles that are considered the “personal property” of Seller remain on the Property.

WHEREAS, the parties desire to modify the Real Estate Contract to allow Seller additional time to remove the personal property in exchange for the below agreed upon consideration.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the previously agreed upon Contract as follows:

THE REAL ESTATE CONTRACT IS HEREBY MODIFIED AS FOLLOWS:

The parties agree that the Motorized Vehicles left on the property by Seller are within the definition of “personal property.”

Article “5.” IS HEREBY AMENDED TO STATE:

“Seller must remove all personal property, from the Property no later than the 30th day of April, 2025.”

FURTHER: The parties agree to the following additional provisions:

STORAGE FEES: Seller shall pay Purchaser the considerate amount of:

\$ 35.00 per day per vehicle for storing # vehicles on the property beginning on the 2nd day of April. This sum is due no later than April 30, 2025, and shall be considered “past due” without notification required on May 1st, 2025.

ABANDONMENT: All of Seller's items, personal property, or other items value, left on the Property shall be considered Abandoned as of May 1st.

NO LIMITATION ON PURCHASER'S REMEDIES: Nothing in this modification shall be construed to limit or require Purchaser's election of remedies. In the event that Purchaser claims the Abandoned personal property for resale, such resale shall not limit Purchaser's ability to pursue suit for damages or other remedies for the payment of any/all fees and costs associated with the storage and disposal of items left onsite.

INDEMNIFICATION: Seller shall indemnify Purchaser in the event that Purchaser accrues, fees, costs, liability, or legal fees, for actions related to Seller's vehicles or other personal property left on the Property.

NO CONFIDENTIALITY: This agreement is a matter of public record.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PURCHASER:

WALLER COUNTY, a political subdivision of
the STATE OF TEXAS

By:_____

Name:

Title:

SELLER:

HEATHER D. HESS MCHUGH,
INDEPENDENT ADMINISTRATOR FOR THE
ESTATE OF ROBERT MCDANIEL HESS

By:_____

Name:

Title:

END

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