

**FIRST AMENDMENT
TO CONTRACT FOR SALE OF REAL ESTATE**

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT is made and entered into as of this ____ day of July, 2024, by and between the **Town of Thompson's Station** (the "Purchaser" or "Town") and **Samson Investments, LLC** (the Seller in the original Contract), as well as **Kathie Holdings, LLC**, for the purposes of acknowledgement and agreement to the original Contract and this First Amendment.

WHEREAS, Seller and Purchaser entered into a *Contract for Sale of Real Estate* (the "Contract") with a closing date of July 31, 2024, in which the Purchaser agreed to purchase from the Seller certain real property and like-kind exchange other real property, all located in Williamson County, Tennessee, reference to such Contract is hereby made for the terms and conditions thereof, as if incorporated herein by reference, and as amended below;

WHEREAS, the parties have agreed to modify the terms and conditions of the sale of real property, subject to the original Contract being modified according to the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Purchaser hereby agree that the original Contract is hereby modified and amended as follows:

1. The current owner of Lot 81 in Phase 3 of the Fountain View Subdivision is Kathie Holdings, LLC. Accordingly, Kathie Holdings, LLC is being added as a party to the Contract via this First Amendment.
2. The parties agree that the transaction will be conducted in two parts, as defined hereinbelow.
3. The first part will be a transaction between Kathie Holdings, LLC and the Purchaser, wherein the Purchaser will purchase Lot 81 for One Million Six Hundred Thousand Dollars (\$1,600,000.00). The Purchaser shall pay all closing costs associated with this transaction. Banker's Title & Escrow Dickson, LLC shall be the closing agent for this transaction.
4. The second part will be a transaction between Samson Investments, LLC and the Purchaser, wherein the Purchaser will convey to Samson Investments, LLC the ~2.31 acre parcel of real property (Map: 145 / Parcel: 011.06; WCRD Book 9356, Pages 687-692), and Samson Investments, LLC will convey to Purchaser the additional Lot 81 area (~2.14 acres) to the North of Lot 81 as more particularly outlined and described in Collective

Exhibit "A" to the original Contract. These two (2) conveyances will be done via quitclaim deed, and the deeds will be prepared and recorded by the Town Attorney. All costs of this second part will be borne by the Purchaser, except Samson Investments, LLC agrees to reimburse the Purchaser for one-half of the cost of the transfer taxes associated with this second part.

- 5. The requirement of the Seller to submit an amended plat altering Lot 81, as delineated in point #2 of Section 3 of the Contract, is deleted.
- 6. For clarity, Seller shall prepare an amendment, for review and approval by the Town Attorney, and record the same prior to closing that adds the ~2.31 acre parcel of real property (Map: 145 / Parcel: 011.06) to the *Declaration of Covenants, Conditions and Restrictions for Fountain View Subdivision* and removes Lot 81 and the additional Lot 81 area the *Declaration of Covenants, Conditions and Restrictions for Fountain View Subdivision*.

All other terms of the original Contract remain in full force and effect. To the extent there is a conflict with the terms of the original Contract and this First Amendment, the language and terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

PURCHASER:

Town of Thompson's Station,
Tennessee

By: _____
Brian Stover, Mayor

Date: _____

SELLER:

Samson Investments, LLC

By: _____
J. N. Franks, III, Authorized Agent

Date: _____

Kathie Holdings, LLC

By: _____
J. N. Franks, III, Authorized Agent

Date: _____