



142 N. Ohio Drive • Celina, Texas 75009 • Phone 972.382.2682 • Fax 972.382.3736

Tuesday, August 06, 2013

To Collin County Parks Board,

The City of Celina is requesting the \$400,000 received in the Collin County Parks and Open Space Project Funding Assistance Program be reallocated to purchase a different tract of park land.

The previous tract of land the City had intended on purchasing with the original grant allocation was no longer feasible to buy due to an unforeseen increase in price. The new tract of land the City is intending to purchase is in the same region as the previous tract. However, it is anticipated this tract's purchase price is within the City's budget.

The proposed tract is net of the future east/west thoroughfare right-of-way.

The reallocation of these grant funds is vital to the purchase of this new park land.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Foreman".

Mike Foreman
City Manager
City of Celina.

ADDENDUM F

ADDITIONAL PROVISIONS

ATTACHED TO AND FORMING A PART OF THAT CERTAIN COMMERCIAL CONTRACT OF SALE ENTERED INTO BY AND BETWEEN ORINDA MANAGERS, INC. AND/OR ASSIGNS, AS "SELLER", AND CITY OF CELINA, TEXAS, AS "PURCHASER", COVERING APPROXIMATELY 70 ACRES OF LAND IN COLLIN COUNTY, TEXAS.

23. Purchaser acknowledges that, on the date of this Contract, Seller is not the legal owner of the Property. Seller does, however, have a contractual right to acquire the Property. In that regard, the sale of the Property by Seller to Purchaser as contemplated by this Contract is expressly conditioned upon the closing, on or prior to the Closing under this Contract, of the purchase of the Property by Seller pursuant to the terms and conditions of that certain Commercial Contract of Sale by and between Seller, as purchaser thereunder, and the current owner of the Property, as seller thereunder (the "Underlying Seller"), for the purchase and sale of the Property, among other property (the "Underlying Contract"). Upon a failure of this condition precedent, this Contract shall terminate automatically, the Earnest Money shall be refunded to Purchaser and the parties hereto shall have no further duties or obligations hereunder, one to the other. If the Closing under the Underlying Contract is extended, then the Closing Date under this Contract shall be extended automatically so as to close simultaneously therewith. Notwithstanding anything contained in this Contract to the contrary, the closing of the transaction contemplated by this Contract shall occur simultaneously with the closing of the transaction contemplated by the Underlying Contract.

24. In connection with the development of the Property and the property to be acquired by Seller under the Underlying Contract (save and except the Property, herein called "Seller's Adjacent Property"), the parties recognize and agree that it may be advantageous for Seller, Purchaser and/or public utility companies to have specifically defined drainage and/or utility easements through, under or across portions of the Property and Seller's Adjacent Property in addition to those currently affecting such properties. In this regard, Purchaser and Seller each hereby covenant and agree with the other that easements shall be granted through, under or across the Property and/or Seller's Adjacent Property to the extent same are reasonably necessary to develop the Property and/or Seller's Adjacent Property, and do not unreasonably interfere with the development of the Property or Seller's Adjacent Property, as applicable; provided that the location and terms thereof shall be subject to the parties prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. All such easements shall, to the extent possible, be located along the boundary lines of the Property and/or Seller's Adjacent Property, as applicable.

25. At Closing, Seller and Purchaser shall execute and deliver to the other a certain Maintenance Agreement in the form thereof attached hereto and made a part hereof as Addendum F-1. The area to be maintained under the Maintenance Agreement is depicted on Addendum F-2 attached hereto and made a part hereof.

26. It is understood and agreed between Purchaser and Seller that the Property does not include the necessary right of way for the installation of the extension of Sunset Boulevard (including any applicable utilities and drainage systems) adjacent to, and along, the southern boundary of the Property.

JA