



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT AMENDMENT

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AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER
CONCERNING THE PROPERTY AT

1045 W Katherine P Raines Road, Cleburne, Texas

Effective May 15, 2015, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- A. **Sales Price:** The sales price in Paragraph 3 of the contract is changed to:
 - Cash portion payable by Buyer at closing\$ N/A
 - Sum of all financing described in the contract\$ N/A
 - Sales price (sum of cash portion and sum of all financing)\$ _____
- B. **Property Description:** The Property's legal description in Paragraph 2A of the contract is changed to:
8.97 Acres - Abstract #537, Johnson County Texas

- C. **Repairs:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:
N/A

(TAR-1932) 1-26-10

Initialed for Identification by Seller: ACC, _____, and Buyer: [Signature]

Page 1 of 2

Berkshire Hathaway HomeServices PenFed Realty Texas, 7501 Lone Star Drive, Suite 250 Dallas, TX 75024
Phone: 817.235.4535 Fax: 972-370-9678 Jamie Adams

1045 Katherine P

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Amendment to Commercial Contract concerning 1045 W Katherine P Raines Road, Cleburne, Texas

- D. **Extension of Feasibility Period:** For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on November 16, 2015.
- (1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of \$ N/A. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)
- (2) Buyer has paid Seller additional consideration of \$ see Addendum "A" for the extension. This additional consideration will will not be credited to the sales price upon the closing of the sale.
- E. **Closing:** The closing date in Paragraph 10A of the contract is changed to February 15, 2016.
- F. **Expenses:** At closing Seller will pay the first \$ N/A of Buyer's expenses under Paragraph 13 of the contract.
- G. **Waiver of Right to Terminate:** Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- H. **Other Modifications:**
See attached Addendum "A" and Exhibit "A"

Seller: 67 LLC

Buyer: City of Cleburne

By: Barry Comeaux

By: Dan O'Leary

By (signature): *Barry Comeaux*
Printed Name: Barry Comeaux
Title: _____

By (signature): _____
Printed Name: Dan O'Leary
Title: _____

By: _____

By: ROBERT SEVERANCE III (FOR DAN O'LEARY)

By (signature): _____
Printed Name: _____
Title: _____

By (signature): *Robert Severance III*
Printed Name: ROBERT SEVERANCE III
Title: DEPUTY CITY MANAGER (ACTING)

Addendum "A"
1045 Katherine P. Raines
Cleburne, Texas 76033

As consideration for the Option extension to November 15th, 2015, the Purchaser (City of Cleburne) agrees to extend public services, specifically, said water and sanitary sewer lines will be installed on the edge of the Seller's property with easement not to extend 20 feet in depth (see the attached Exhibit 1.)

The construction of the public utility services at the edge of the Property at the location shown on Exhibit 1 will begin on or before June 1st, 2016.

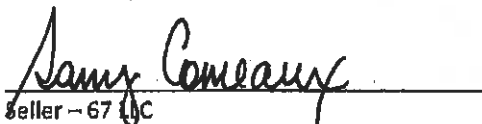
In addition to the grant of the Option period, Seller agrees that if Purchaser elects, for any reason, not to complete the purchase of the Property, Seller agrees to grant, convey and assign to Purchaser, at no cost to Purchaser, all utility easements necessary to develop the Property in whatever way Seller or Seller's heirs, successors and assigns, decide, so that Purchaser shall not be required to pay for any easements necessary to extend the public utility services to the Property and/or any adjoining or adjacent properties. This agreement shall be binding on Seller's heirs, successors and assigns.

Seller agrees to credit buyer at closing the total of \$8,000.00 of the total \$23,000.00 independent consideration that buyer has paid seller for the buyer's right to termination the contract on or before November 15th, 2015.

Buyer's additional independent consideration fee to seller in the amount of \$20,000 will be paid to Seller immediately within the execution of this amendment.



Buyer -- City of Cleburne
Dan O' Leary (BY ROBERT SEVERANCE III)

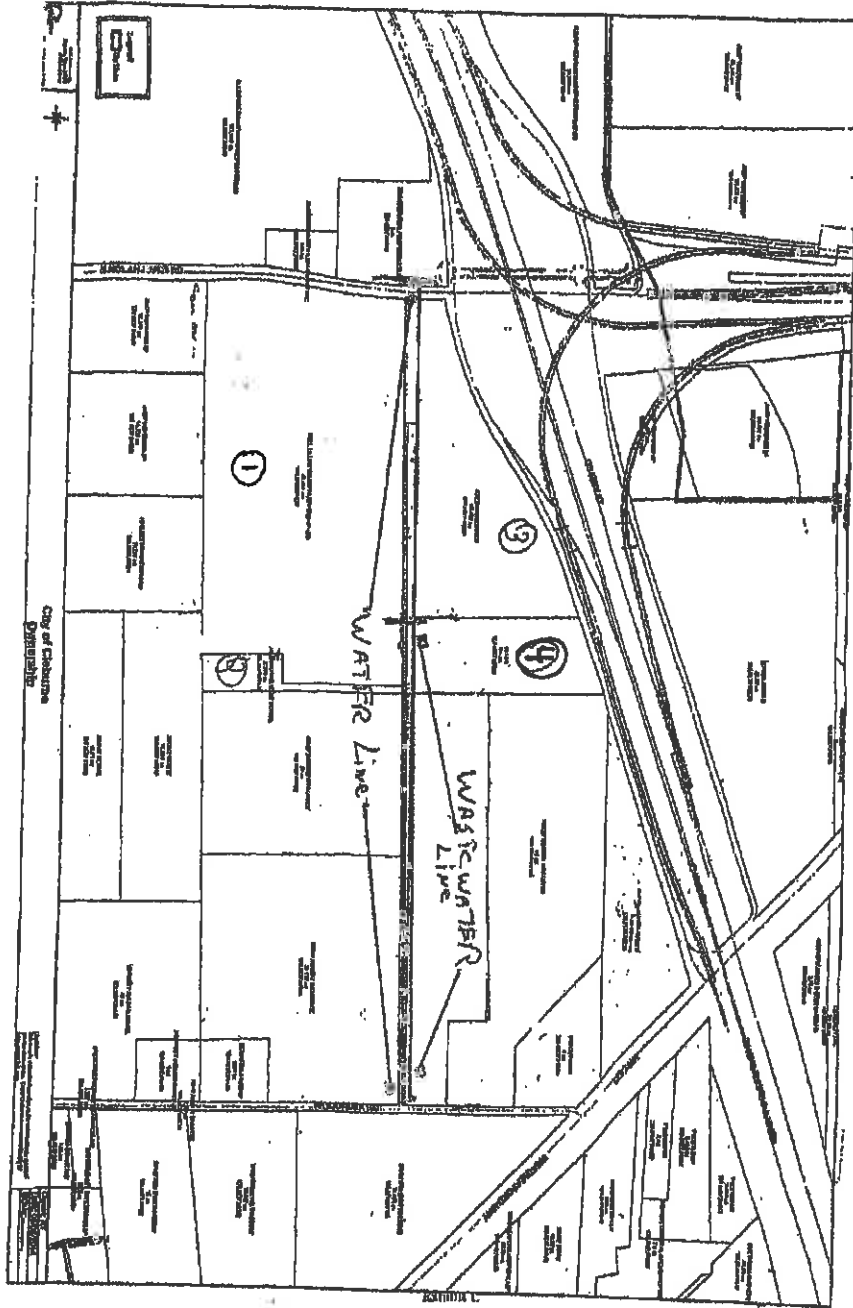


Seller -- 67 LLC
Barry Comeaux

MAY 15, 2015

Date

Exhibit "A"



2.

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Robert S. ...



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AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER
CONCERNING THE PROPERTY AT

815 Katherine P. Raines, Cleburne, Tx. 76033 approx. 17.673 ac.

Effective May 15, 2015, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:
 - Cash portion payable by Buyer at closing\$ N/A
 - Sum of all financing described in the contract\$ N/A
 - Sales price (sum of cash portion and sum of all financing)\$ _____
- B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to:
Abst. 537 Tract 100 McNaier South - Johnson County - approx. 17.673 acres

- C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:
N/A

(TAR-1932) 1-26-10

Initialed for Identification by Seller: MB, and Buyer: [Signature]

Page 1 of 2

BHHS Preferred Realty Texas, 7501 Lone Star Drive, Suite 250 Dallas, TX 75024
Phone: 817.235.4535 Fax: 972-370-9678 Jamie Adams

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CLE Partners -

815 Katherine P. Raines, Cleburne, Tx. 76033 approx.
Amendment to Commercial Contract concerning 17.673 ac.

- D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on November 16, 2015.
- (1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of \$ N/A. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)
- (2) Buyer has paid Seller additional consideration of \$ see Addendum "A" for the extension. This additional consideration will will not be credited to the sales price upon the closing of the sale.
- E. Closing: The closing date in Paragraph 10A of the contract is changed to February 15, 2016.
- F. Expenses: At closing Seller will pay the first \$ N/A of Buyer's expenses under Paragraph 13 of the contract.
- G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- H. Other Modifications:
See attached Addendum "A" and Exhibit "A".

Seller: _____

Buyer: _____

By: _____

By: City of Cleburne

By (signature) Mike Brown

By (signature): _____

Printed Name: Mike Brown

Printed Name: Dan O'leary

Title: Managing Partner

Title: _____

By: _____

By: ROBERT SEVERANCE III (FOR DAN O'LEARY)

By (signature): _____

By (signature): Robert Severance III

Printed Name: _____

Printed Name: ROBERT SEVERANCE III

Title: _____

Title: DEPUTY CITY MANAGER (ACTING)

Addendum "A"
815 Katherine P. Raines
Cleburne, Texas 76033

As consideration for the Option extension to November 15th, 2015, the Purchaser (City of Cleburne) agrees to extend public services, specifically, said water and sanitary sewer lines will be installed on the edge of the Seller's property with easement not to extend 20 feet in depth (see the attached Exhibit 1.)


The construction of the public utility services at the edge of the Property at the location shown on Exhibit 1 will begin on or before June 1st, 2016.


In addition to the grant of the Option period, Seller agrees that if Purchaser elects, for any reason, not to complete the purchase of the Property, Seller agrees to grant, convey and assign to Purchaser, at no cost to Purchaser, all utility easements necessary to develop the Property in whatever way Seller or Seller's heirs, successors and assigns, decide, so that Purchaser shall not be required to pay for any easements necessary to extend the public utility services to the Property and/or any adjoining or adjacent properties. This agreement shall be binding on Seller's heirs, successors and assigns.

In addition to the grant of the Option period, Seller agrees that if Purchaser elects, for any reason, not to complete the purchase of the Property, Seller agrees to grant, convey and assign to Purchaser, at no cost to Purchaser, all utility easements necessary to develop the Property in whatever way Seller or Seller's heirs, successors and assigns, decide, so that Purchaser shall not be required to pay for any easements necessary to extend the public utility services to the Property and/or any adjoining or adjacent properties. This agreement shall be binding on Seller's heirs, successors and assigns.

Seller agrees to credit buyer at closing the total of \$12,000.00 of the total \$57,000.00 independent consideration that buyer has paid seller for the buyer's right to termination the contract on or before November 15th, 2015.

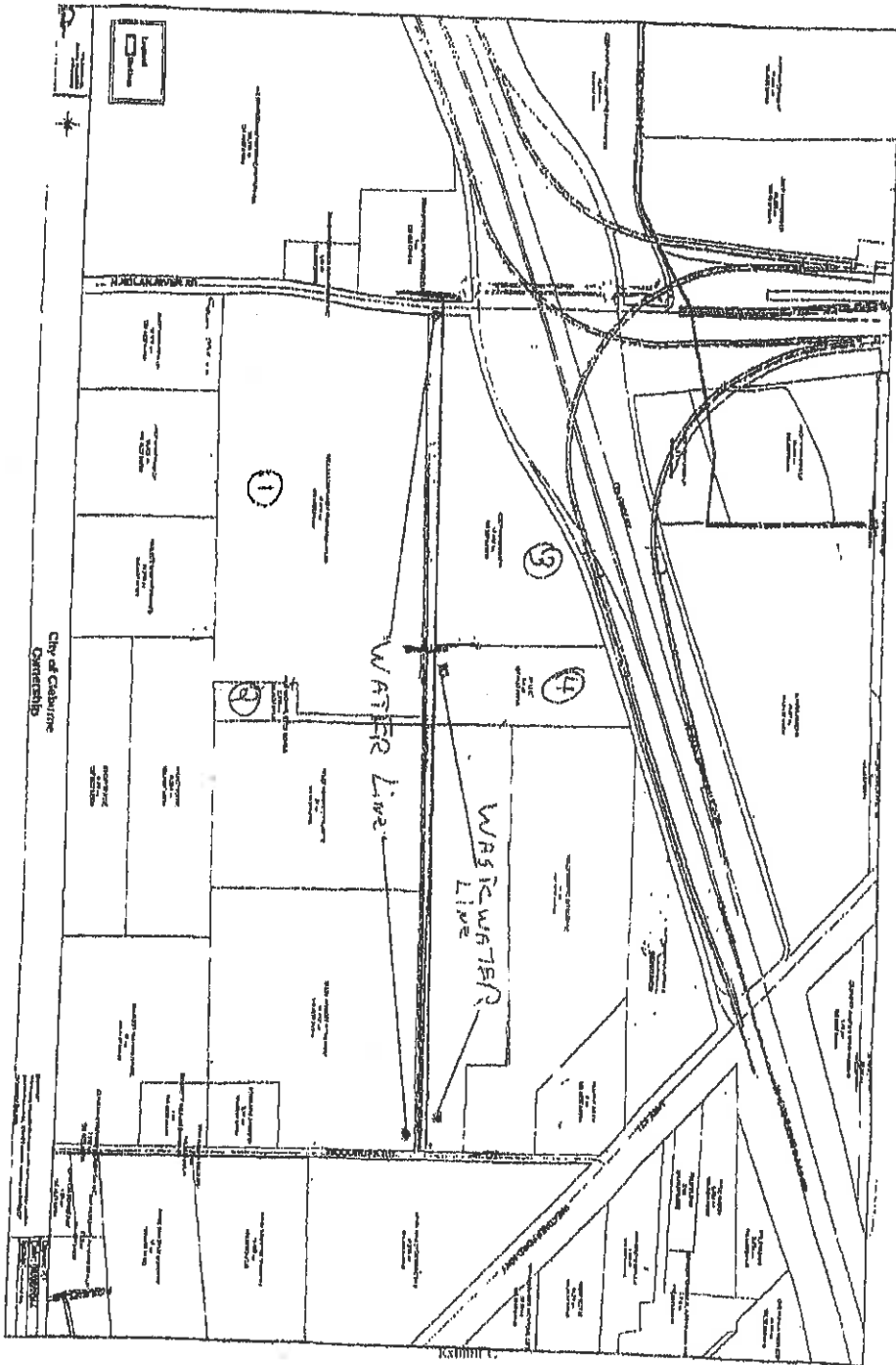
Buyer's additional independent consideration fee to seller in the amount of \$55,000 will be paid to Seller within 15 days of the executed date of this amendment.


Buyer - City of Cleburne
Dan O'Leary (BY ROBERT SEVERANCE III)


Seller - CLE Partner's
Mike Brown

MAY 15, 2015
Date

Exhibit "A"



M. de B...

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Recht...



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AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER
CONCERNING THE PROPERTY AT

[Handwritten initials]

1300 Jackson Rd or Cir 1225A
1300 CR 1125, Cleburne Texas 76033

Effective May 15, 2015, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- A. **Sales Price:** The sales price in Paragraph 3 of the contract is changed to:
 - Cash portion payable by Buyer at closing\$ **N/A**
 - Sum of all financing described in the contract\$ **N/A**
 - Sales price (sum of cash portion and sum of all financing)\$
- B. **Property Description:** The Property's legal description in Paragraph 2A of the contract is changed to:
2.176 Acres of Land - A. McAnear Survey, Abstract # 537, Johnson County, Cleburne, Texas

- C. **Repairs:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:
N/A

Addendum "A"
1300-CR-1125
Cleburne, Texas 76033

TRD Jackson Rd = CR1275A
[Signature]

As consideration for the Option extension to November 15th, 2015, the Purchaser (City of Cleburne) agrees to extend public services, specifically, said water and sanitary sewer lines will be installed on the edge of the Seller's property with easement not to extend 20 feet in depth (see the attached Exhibit 1.)

The construction of the public utility services at the edge of the Property at the location shown on Exhibit 1 will begin on or before June 1st, 2016.

In addition to the grant of the Option period, Seller agrees that if Purchaser elects, for any reason, not to complete the purchase of the Property, Seller agrees to grant, convey and assign to Purchaser, at no cost to Purchaser, all utility easements necessary to develop the Property in whatever way Seller or Seller's heirs, successors and assigns, decide, so that Purchaser shall not be required to pay for any easements necessary to extend the public utility services to the Property and/or any adjoining or adjacent properties. This agreement shall be binding on Seller's heirs, successors and assigns.

Seller agrees to credit buyer at closing the total of \$1,300.00 of the total \$3,300.00 independent consideration that buyer has paid seller for the buyer's right to termination the contract on or before November 15th, 2015.

Buyer's additional independent consideration fee to seller in the amount of \$3,000 will be paid to Seller within 15 days of the executed date of this amendment.

[Signature of Robert Severance III]

Buyer - City of Cleburne
Dan O'Leary (BY ROBERT SEVERANCE III)

[Signature of Michael MacDonald]

Seller - Michael MacDonald
Michael MacDonald

May 15, 2015
Date

TBD. Journal Ed. of CR 1225A *ROW*

Amendment to Commercial Contract concerning 1300 CR 1125, Cleburne Texas 76033

- D. **Extension of Feasibility Period:** For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on November 16, 2015.
 - (1) The Independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of \$ N/A. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)
 - (2) Buyer has paid Seller additional consideration of \$ see addendum "A" for the extension. This additional consideration will will not be credited to the sales price upon the closing of the sale.
- E. **Closing:** The closing date in Paragraph 10A of the contract is changed to February 15, 2016.
- F. **Expenses:** At closing Seller will pay the first \$ N/A of Buyer's expenses under Paragraph 13 of the contract.
- G. **Waiver of Right to Terminate:** Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- H. **Other Modifications:**
See attached Addendum "A" and Exhibit "A".

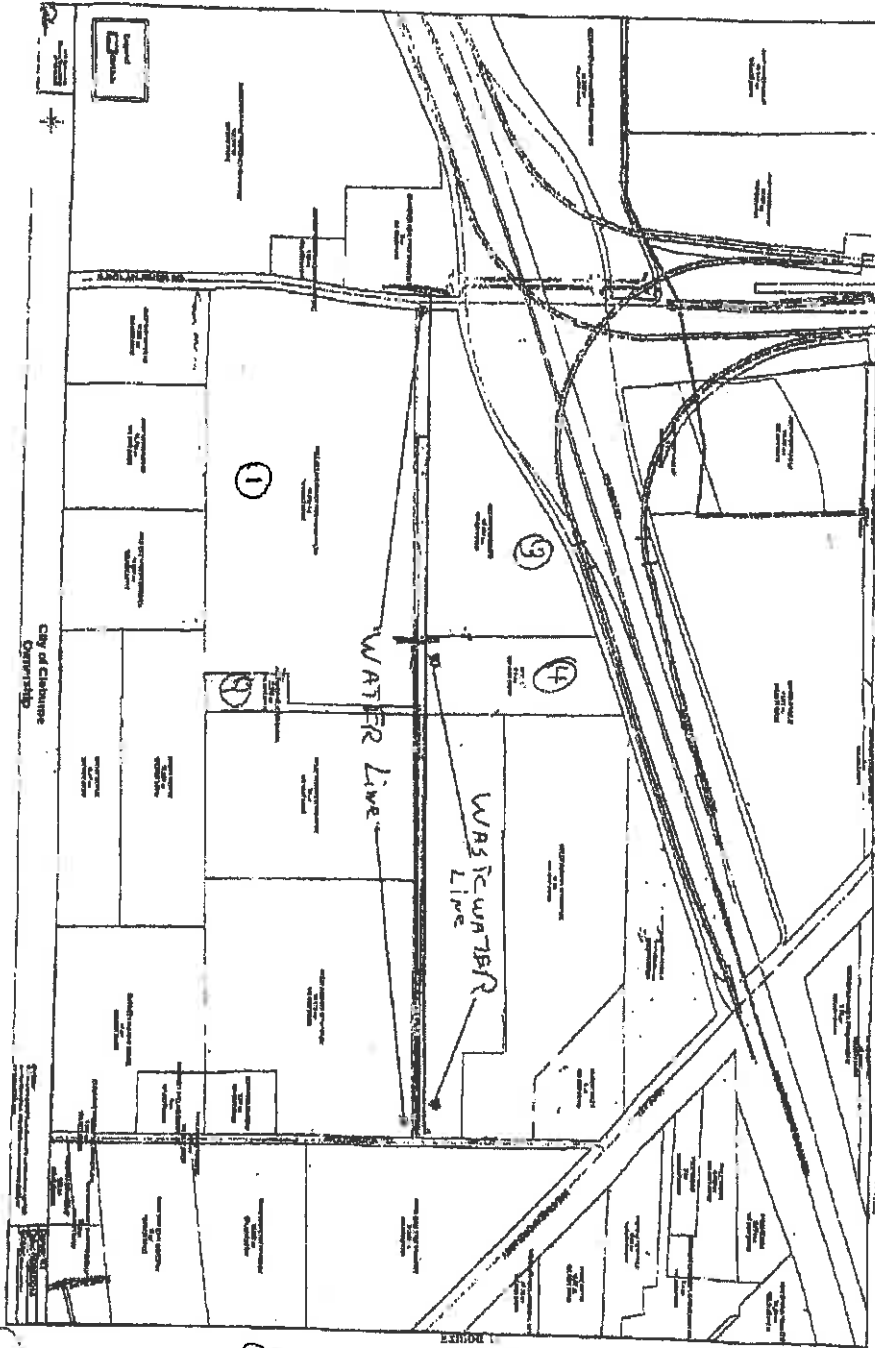
Seller: Michael MacDonald
 By: *[Signature]*
 By (signature): _____
 Printed Name: Michael MacDonald
 Title: _____

Buyer: City of Cleburne
 By: Dan O'Leary
 By (signature): _____
 Printed Name: Dan O'Leary
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: ROBERT SEVERANCE III (FOR DAN O'LEARY)
 By (signature): *[Signature]*
 Printed Name: ROBERT SEVERANCE III
 Title: DEPUTY CITY MANAGER (ACTING)

Exhibit "A"



x. Richard J. [Signature]

R. [Signature]



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AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER
CONCERNING THE PROPERTY AT

John Nolan
TRD North River Road - Cleburne Texas

Effective May 15, 2015, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:
 - Cash portion payable by Buyer at closing\$ N/A
 - Sum of all financing described in the contract\$ N/A
 - Sales price (sum of cash portion and sum of all financing)\$ _____
- B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to:
45.628 Acres of Land - A. McAnear Survey, Abstract No. 537, Johnson County, Cleburna, Texas.

- C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:
N/A

Nolan
RB

Amendment to Commercial Contract concerning TBD North River Road - Cleburne Texas

- D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on November 16, 2015.
 - (1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of \$ N/A. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)
 - (2) Buyer has paid Seller additional consideration of \$ See Addendum "A" for the extension. This additional consideration will will not be credited to the sales price upon the closing of the sale.
- E. Closing: The closing date in Paragraph 10A of the contract is changed to February 15, 2016.
- F. Expenses: At closing Seller will pay the first \$ N/A of Buyer's expenses under Paragraph 13 of the contract.
- G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- H. Other Modifications:
See attached Addendum "A" and Exhibit "A".

Seller: _____

Buyer: _____

By: Lillian Bell Family Ltd Partnership

By: City of Cleburne

By (signature): [Signature]

By (signature): _____

Printed Name: Michael F. MacDonald

Printed Name: Dan O'Leary

Title: President of Partnership

Title: _____

By: _____

By: ROBERT SEVERANCE III (FOR DAN O'LEARY)

By (signature): _____

By (signature): [Signature]

Printed Name: _____

Printed Name: ROBERT SEVERANCE III

Title: _____

Title: DEPUTY CITY MANAGER (ACTING)

Addendum "A"
TBD Nolan River Road (45.628 acres)
Cleburne, Texas 76033


As consideration for the Option extension to November 15th, 2015, the Purchaser (City of Cleburne) agrees to extend public services, specifically, said water and sanitary sewer lines will be installed on the edge of the Seller's property with easement not to extend 20 feet in depth (see the attached Exhibit 1.)

The construction of the public utility services at the edge of the Property at the location shown on Exhibit 1 will begin on or before June 1st, 2016.

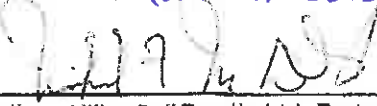
In addition to the grant of the Option period, Seller agrees that if Purchaser elects, for any reason, not to complete the purchase of the Property, Seller agrees to grant, convey and assign to Purchaser, at no cost to Purchaser, all utility easements necessary to develop the Property in whatever way Seller or Seller's heirs, successors and assigns, decide, so that Purchaser shall not be required to pay for any easements necessary to extend the public utility services to the Property and/or any adjoining or adjacent properties. This agreement shall be binding on Seller's heirs, successors and assigns.

Seller agrees to credit buyer at closing the total of \$3,500.00 of the total \$13,500.00 independent consideration that buyer has paid seller for the buyer's right to termination the contract on or before November 15th, 2015.

Buyer's additional independent consideration fee to seller in the amount of \$12,500.00 will be paid to Seller within 15 days of the executed date of this amendment.



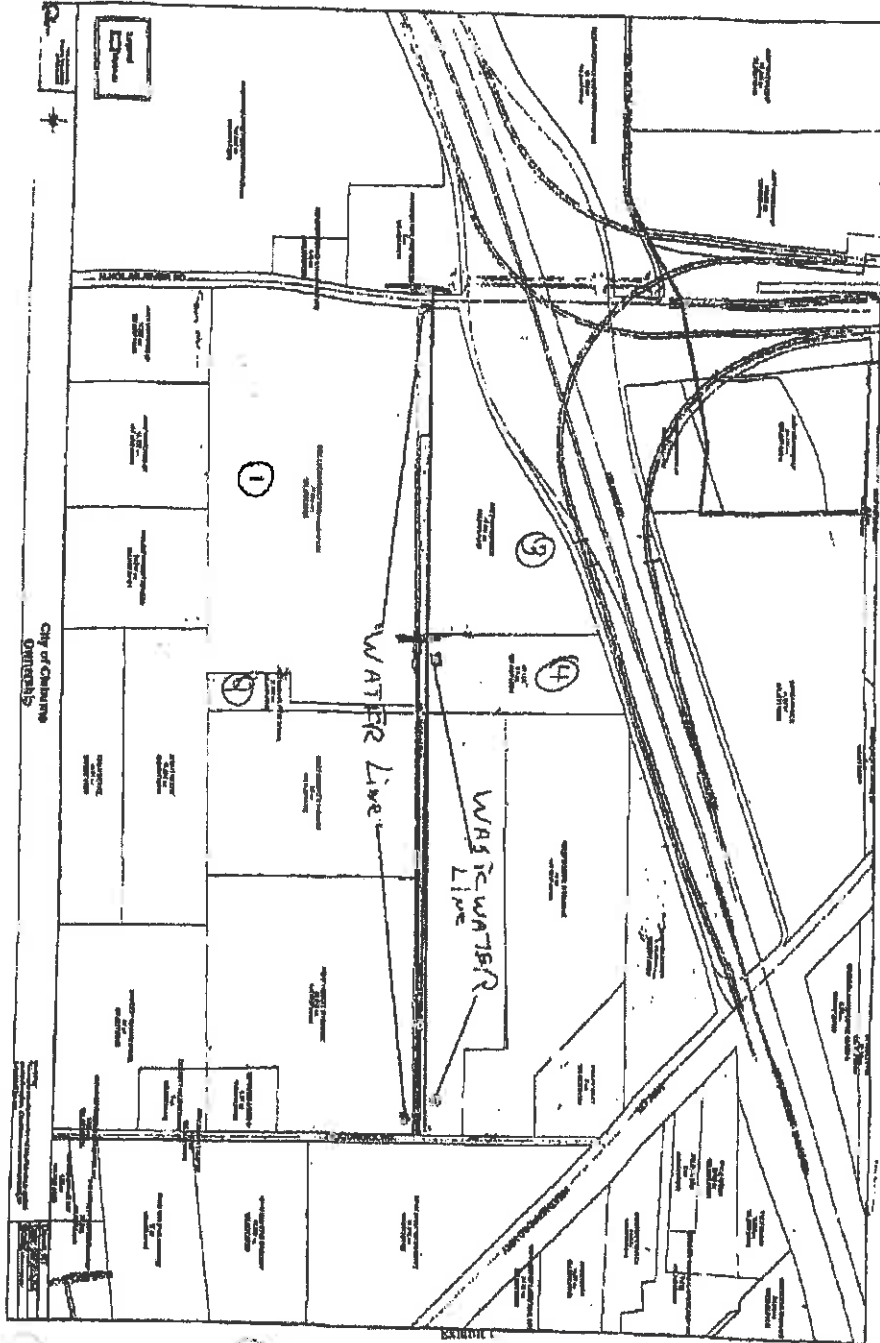
Buyer - City of Cleburne
Dan O' Leary (BY ROBERT SEVERANCE III)



Seller - Lillian Bell Family Ltd. Partnership
Michael F. MacDonald

May 15TH 2015
Date

Exhibit "A"



x. *[Handwritten signature]*

→ *[Handwritten signature]*