

TEXAS ASSOCIATION OF REALTORS® COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORSS IS NOT AUTHORIZED.

CTEXAS ASSOCIATION OF REALTORSS, Inc., 2018

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

					OHOLIN	**************************************	- 1 1101 L					
	_		104	5 W Kath	erine P	Raine	Road,	Cleburi	e, Texa	18		_
Effect boxe) <u>Ma</u>	y 15, 2	015	, Selle	r and Bu	yer amen	d the cont	ract as fo	llows: <i>(Ch</i>	eck all app	licable
	۸.	Sales Price	The sale	es price in	Paragrap	h 3 of the	contract	ls change	ed to:			
		Cash portio	n payable	by Buyer	at closing				1.7(8)1.1.1(8)	.\$		N/A
		Sum of all fi	nancing d	lescribed l	n the con	tract		5552 - 11		\$		N/A
		Sales price	(sum of c	ash portio	n and sun	n of all fin	ancing)			\$		
X B	3.	Property De 8.97 Acre	scription: s - Abs	The Prop	erty's lega 537, Joi	al descrip hnson C	tion in Pa county T	ragraph 2 exas	A of the o	ontract is	changed to	:
		Repairs: Bu complete the N/A				its prese	nt conditio	on except	that Selle	er, at Selle	er's expens	e, will
		21/22										
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			2.1				- /		α			
(TAR-	1932	2) 1-26-10	Ini	itialed for Ide	entification t	y Seller:	NC.	_, and Buy	TROU	- 	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

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

An	endr	nent to Commercial Contract concerning 1045 W Katherine P Raines Road, Cleburne, Texas
X	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.)
	X	(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.
X	E.	Closing: The closing date in Paragraph 10A of the contract is changed toFebruary 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.
X	H.	Other Modifications: See attached Addendum "A" and Exhibit "A"
		10
Sell	er: ≤	7 LLC Buyer; City of Cleburns
Ву:	Bar	ry Comeaux By: Dan O'Leary
	By (s	ignature): Sy (signature):
		ed Name: Barry Compaux Printed Name: Dan O'Leary
		Title:
Ву:		By: ROBERT SEVERANCE IN FOR DAN O'LEARY
	Dv (a	Ignature): By (signature): Would be used
		ad Name: Printed Name: ROBERT SEVERANCE III
		Title: DEPUTY CITY MANAGER (ACTING
		2) 1-26-10 Page 2 of 2
		- Fage z of Z

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.

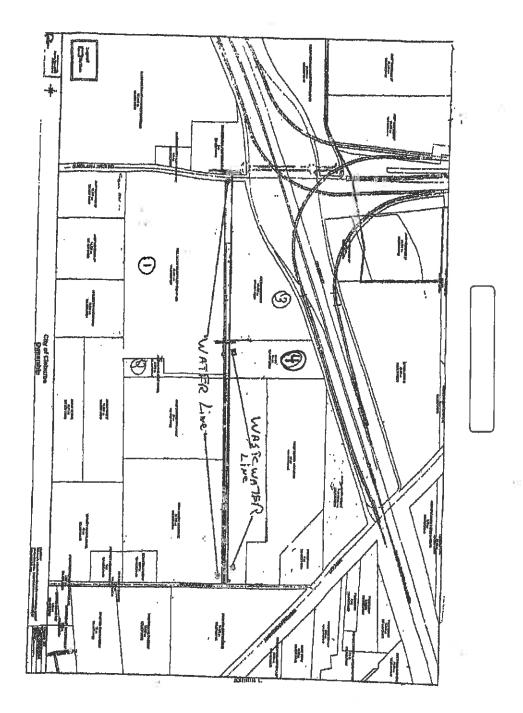
Buyer's additional independent consideration fee to seller in the amount of \$20,000 will be paid to Seller immediately within the execution of this amendment.

Buyer -- City of Cleburne

Dan O' Leary (BY ROBERT SEVERANCE III)

Barry Comeaux

Exhibit "A"



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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

		CONCERNING THE PROPERTY AT
	_	815 Katherine P. Raines, Cleburne, Tx. 76033 approx. 17.673 ac.
Eff bo	iecti xes	veMay 15, 2015 , Seller and Buyer amend the contract as follows: (Check all applicable
	A.	Sales Price: The sales price in Paragraph 3 of the contract is changed to:
		Cash portion payable by Buyer at closing
		Sum of all financing described in the contract
		Sales price (sum of cash portion and sum of all financing)\$
X	В.	
	C.	Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

(TAR-1932) 1-26-10

Initialed for Identification by Seller: MB,

Page 1 of 2

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

CLE Partners -

CLE Partners -

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 properly 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)

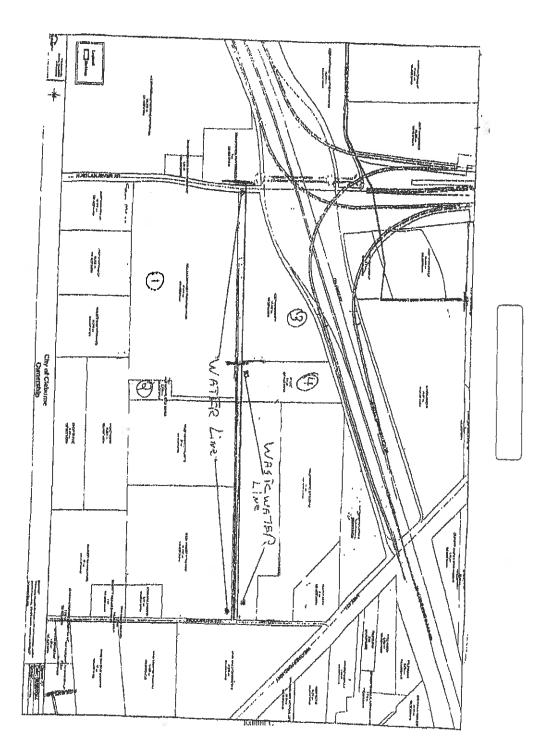
Seller - CLE Partner's

Mike Brown

MAY 15, 2015

Date

ExhibH "A"



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TEXAS ASSOCIATION OF REALTORS® COMMERCIAL CONTRACT AMENDMENT

USE OF THIS JOHN BY PERSONS WILD ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORSG IS NOT ALL HOHITE/A.
CHARGE REMODERS OF REALTORSB, for, 2019

Effective			D Jackson Kd 1300 GR 1125, Cleburne Texas 76033	
Cash portion payable by Buyer at closing			Example 2015 Seller and Buyer amend the contract as follows: (C	check all applicabl
Sum of all financing described in the contract		A.	Sales Price: The sales price in Paragraph 3 of the contract is changed to:	
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 expanse, we complete the following before closing: N/A (TAR-1952) 1-26-10 Initiated for Identification by Seller Justs and Buyer Advanced Page 1 or			Cash portion payable by Buyer at closing	N/
B. Property Description: The Property's legal description in Paragraph 2A of the contrast 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 expanse, we complete the following before closing: N/A (TAR-1952) 1-26 10 Initials for Identification by Seller Lands			Sum of all financing described in the contract	N/
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 expanse, we complete the following before closing: N/A (TAR-1952) 1-26 10 Initialize for Identification by Seller June 20 and Buyer Texas.			Sales price (sum of cash portion and sum of all financing)	
complete the following before closing: N/A (TAR-1932) 1-26-10 Initialed for Identification by Sellist June 18: and Buyer 18.	X 1		2.176 Acres of Land - A. McAnear Survey, Abstract # 537, Johnson	s changed to: County
complete the following before closing: N/A (TAR-1932) 1-26-10 Initialed for Identification by Sellist June 18: and Buyer 18.				
complete the following before closing: N/A (TAR-1932) 1-26-10 Initialed for Identification by Sellist June 18: and Buyer 18.				
complete the following before closing: N/A (TAR-1932) 1-26-10 Initialed for Identification by Sellist June 18: and Buyer 18.	-	_		
V		C.	complete the following before closing:	iller's expanse, w
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V				
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V			99	
The state of the s	/TAR	-193	2) 1-26-10 Initialize for Identification by Seller 17.5 for and Buyer 160	Pena 1 of

Produces with Zefformit as explicate that is Filmen this Production, Notice of Africa . Some object 1990.

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

As consideration for the Option extension to November 15th, 2015, the Purchaser (City of Cteburne) 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.

Buyer - City of Cleburne

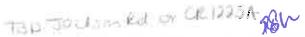
Dan Q' Leary (BX ROBERT SEVERANCE III)

Selier - Michael MacDonald

MAY 15, 2015

Michael MacDonald

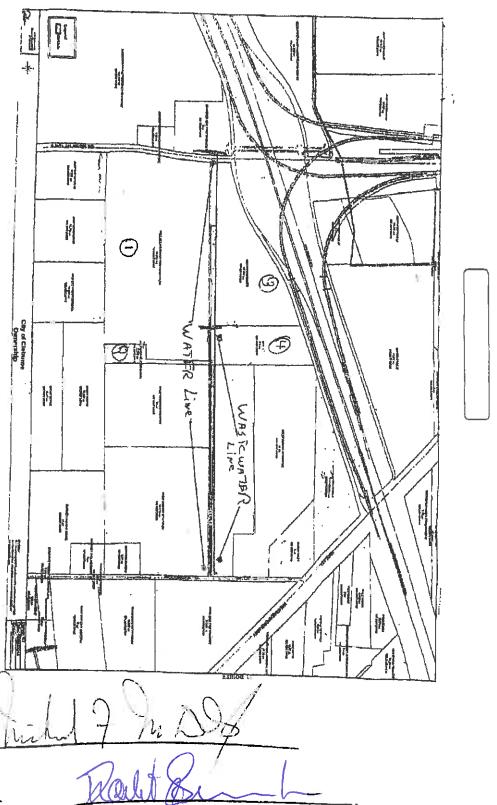
Date



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

X	D.	 Extension of Feasibility Period: For nominal consideration described under (1) or (2 Paragraph 7B of the contract is extended until 11:59 	2) below if any, Buver's right to terminate under
		(1) The Independent consideration for Buyer's right money if Buyer terminates the contract under \$ N/A . (Insert an amount greater	to terminate that will be deducted from the earnest Paragraph 7B(1) is increased to a total amount of than the amount in Paragraph 7B(1) of the contract.)
	X	(2) Buyer has paid Seller additional consideration of additional consideration will will not be c sale.	\$ see addendum "A" for the extension. This credited to the sales price upon the closing of the
X	E.	Closing: The closing date in Paragraph 10A of the c	contract is changed to February 15, 2016 .
	F.	Expenses: At closing Seller will pay the first \$ N/A Paragraph 13 of the contract.	of Buyer's expenses under
	G.	 Waiver of Right to Terminate: Upon final acceptanterminate under Paragraph 7B of the contract. 	ce of this Amendment, Buyer waives the right to
X	Н.	. Other Modifications: See attached Addendum "A" and Exhibit "	'A" .
Sell	- 7.	Michael MacDonald	uyer: City of Cleburne
Ву:		July 7 16 15 7 6	7: Dan O'Leary
	Bv ((signature):	By (signature):
		rted Name: Michael MacDonald	Printed Name: Dan O'Leary
	Title	10:	Thie:
Ву:	.		, ROBERT SEVERANCE III (FOR DAN O'LEAR
	By ((signature):	By (signature): Xauttauh
		nted Name:	Pricted Name: KOBERT SEVERANCE III
	Title	e:	THE DEPUTY CITY MANAGER LACTIN
(TA	R-19	030) 1-26-10	Page 2 of 2

ExhibH "A"



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TEXAS ASSOCIATION OF REALTORS® COMMERCIAL CONTRACT AMENDMENT

USE OF THIS PORM BY FERMIND AND ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REAL FOREST IS NOT AUTHOR ZEC. OTHERS ASSOCIATION OF REAL FOREST IS NO. 2010

	Αħ	MENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT
		TBO North River Road - Cleburne Towas
	ectiv	TOTAL AND DOYOF AMOUNT INC CONTRACT AS TOHOWS. (CHOCK AN ECONCADIB
	A.	Sales Price: The sales price in Paragraph 3 of the contract is changed to:
		Cash portion payable by Buyer at closing
		Sum of all financing described in the contract
		Sales price (sum of cash portion and sum of all financing)
X	В.	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.
a	C.	Repairs: Buyer accepts the Property in its present condition except that Seiler, at Seiler's expense, will complete the following before closing: N/A
(TA	R-181	32) 1-26-10 Incibiled for identification by Seffer. 2. , and Buye 1884 Page 1 of 2

TRO Note Note:

Burkuhrin Enthawar HerreServices PenFed Resign Texas, 7501 Lean Star Dane, Name 250 Ballos, TX 7502-France 317, 335, 4535 | Pax: 672-310-9678 | Jamie Adums Jamie Adaem

NOLAN

Amendment to Commercial Contract comparing TBD North River Road - Cleburne Texas II 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.) X) (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 E. Closing: The closing date in Paragraph 10A of the contract is changed to ____February_15, 2016_ F. Expenses: At closing Soller 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 78 of the contract. H. Other Modifications: See attached Addendum "A" and Exhibit "A". Seller: _ Buyer: By: City of Cleburne Ev (signature):____ Printed Name: Michael F Printed Name: Dan O'Leary Tile: President of Partnership By (signature): By (signature): _____ Printed Name:

(TAR-1932) 1 26 10

TRIO:

Page 2 of 2

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

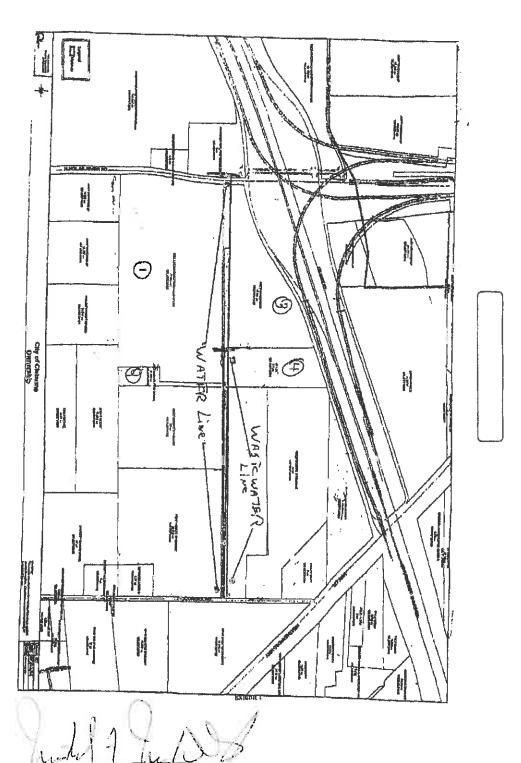
Seller - Lillian Bell Family Ltd. Partnership

Michael F. MacDonald

May 15TH 2015

Date

ExhibH "A"



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