# TOLLWAY/OUTER LOOP, L.P.

8750 N. CENTRAL EXPWY SUITE 1735 DALLAS, TEXAS 75231 TELEPHONE (214) 691-2556 FACSIMILE (214) 691-0682

# March 15, 2016

Mr. Donny O'Dell Superintendent Celina ISD 205 S. Colorado Celina, TX 75009

Re: Elementary School Site in the Cambridge Crossing Development

Dear Mr. O'Dell:

Tollway/Outer Loop, L.P. is pleased to offer the sale of the school site described below to Celina Independent School District on the following terms:

#### PROPERTY:

Approximately 15 acres of land within the Cambridge Crossing Development located on the future Huddleston Drive as generally shown on the attached exhibit.

## **PURCHASE PRICE:**

\$1.16/SF (approximately \$757,944)

# **PURCHASER:**

Celina Independent School District

## SELLER:

Tollway/Outer Loop, L.P.

#### **EARNEST MONEY:**

\$50,000 will be deposited with the Title Company (defined below) within two days of full execution of a mutually agreeable definitive written purchase and sale contract (the "Contract"). The Earnest Money will accrue interest on behalf of Purchaser and would be applicable to the Purchase Price.

#### **INSPECTION PERIOD:**

The Inspection Period would expire \* days after execution of the Contract.

MA

business

Celina ISD Page 2

#### CLOSING:

Closing would occur 30 days after the end of the Inspection Period.

## TITLE COMPANY:

Republic Title of Texas, Inc. (Kathy McDaniel)

## TITLE/SURVEY:

Seller, at its expense, to furnish current title commitment, current survey, and owner's title policy.

## **BROKER FEE:**

N/A

# PROPERTY TAXES:

Property taxes will be prorated as of the closing date. Purchaser will acquire the Property subject to any rollback taxes applicable thereto.

## SITE IMPROVEMENTS:

Tollway/Outer Loop, L.P. will deliver to the property boundary all water and sewer requirements. Purchaser shall pay for ½ of adjacent roadways including all utilities. Purchase shall be responsible for all site grading, vertical improvements and landscaping. Seller shall construct a joint use detention pond to serve the Property at Seller's expense.

# **USE RESTRICTION:**

Site shall be restricted to a public elementary school use only.

# **ARCHITECTURAL APPROVAL:**

Purchaser shall submit site plan and exterior architectural plans to Tollway/Outer Loop, L.P. for approval.

#### SCHOOL NAME:

Seller's approval, which shall not be unreasonably withheld or delayed.

Purchaser Soller shall have the right to name the elementary school subject to mutually agreeable terms.

This letter merely sets forth certain business terms currently under discussion and does not create a binding obligation of any nature on you or the undersigned regarding this possible transaction. Binding obligations will be created only pursuant to a mutually acceptable definitive contract signed by both of us, if and when such contract is negotiated.

If the above stated general terms are acceptable, please sign and return a copy of this letter to the undersigned by April 15, 2016.



Sincerely yours,
By: James J Melino, Authorized Representative
Agreed to by Purchaser:
CELINA INDEPENDENT SCHOOL DISTRICT
By:
Name:
Title:



