



"A Place Where Everyone Matters"

PO Box 307 • 200 S. Main Street • Prosper, Texas 75078 • 972.346.2640 • www.prospertx.gov

June 12, 2019

Collin County Special Projects  
4690 Community Avenue, Suite 200  
McKinney, Texas 75071

Re: Town of Prosper's Grant Application to Develop the Whitley Place Powerline Easement Trail

Dear Collin County Parks Foundation Advisory Board:

On behalf of the Town of Prosper, I am writing you to request the Park Foundation Advisory Board's favorable consideration of funding assistance towards the development of the Whitley Place Powerline Easement Trail Project. The Town is committed to providing the funds needed to match the awarded funds from Collin County Parks & Open Space Project Funding Assistance Program for our request.

The Town of Prosper is experiencing tremendous growth. As our Town continues to grow, we understand that recreation amenities provide an important role in the quality of life of our residents and that a strong recreation system provides a healthy environment for everyone. The Whitley Place Powerline Easement Trail will provide a much needed connection between the local and regional existing and planned trail system.

I appreciate your consideration and if I may be of assistance, please feel free to contact me or the Director of Parks and Recreation. [REDACTED]

Sincerely

[REDACTED]

Town Manager

[REDACTED]

**LETTER OF INTENT TO PURCHASE**

September 8th, 2014

XXXXXXXXXX  
XXXXXXXXXX  
Lavon, TX. 75166

To Ms. XXXXX.

This letter is intended to summarize the general terms upon which The City of Lavon ("Purchaser") proposes to buy from XXXXXX ("Seller") that certain real property ("Property") pursuant to the execution of a formal agreement ("Contract")

**PROPERTY DESCRIPTION:** BEING approximately 17.129 acre tract of land situated in the S M Rainer Survey, Abst A0740. See CCAD Account#:  
R-6740-002-0240-1 ; 4.99 Acres  
R-6740-002-0250-1 ; .32 Acres  
R-6740-002-0320-1 ; 11.819 Acres

**PURCHASE PRICE:** \$264,000

**TITLE COMPANY:** Lawyers Title  
250 S. Highway 78  
Wylie, TX. 75098

**FINANCING:** CASH or other agreed upon terms.

**SURVEY:** Seller to provide any existing surveys. If survey is unacceptable to Purchaser, Purchaser will acquire at own expense.

**EARNEST MONEY:** \$1,500.00 placed with Title Company

**FEASIBILITY/OPTION PERIOD:** Ends December 31<sup>st</sup>, 2014. If, during said period, Purchaser decides, in Purchaser's sole discretion, that the Property is not suitable for Purchaser's intended use, Purchaser may terminate the Contract by giving written notice thereof to Seller in which case the Contract shall become null and void and the Earnest Money shall be released to Seller and neither party shall have any remaining obligations to the other.

**CLOSING:** Closing shall occur within 30 days following expiration of feasibility option period.

**SALES COMMISSION:**

David L. Barnhart, Century 21 Judge Fite Company, represents Purchaser. Seller has no responsibility for fees associated with his representation.

**CLOSING COSTS:**

Any and all "Roll-Back" or similar taxes to be paid by Purchaser. Current-year property taxes pro-rated to the closing date and paid by Seller. All other closing costs paid by Purchaser.

**HOMESTEAD LEASEBACK:**

Seller, individually, to continue to live at [REDACTED] until Seller no longer is able to reside at this address. Current family member residing at [REDACTED] may continue to live at this premise until Seller is no longer able to reside at [REDACTED] [REDACTED] is at no cost to Seller and tenant including no property taxes with understanding Seller is responsible for any and all maintenance on both homes. Purchaser advises renters to maintain renters insurance on the home while residing within.

**PASTURE LEASEBACK:**

Purchaser to work out details with land lease to allow for smooth transition between crops.

**SPORTS PARK DEDICATION:**

Purchaser offers dedication of new Sports Park in the name of Seller, such as "Justiss Park" or "Forder Park".

**TIME SENSITIVE:**

If this letter is not executed by both parties within two (2) days of the date hereof, this offer is hereby rescinded.

This letter is not contractually binding on the parties and is only an expression of the basic terms and conditions to be incorporated in a formal written agreement. Neither party may rely on this letter as creating any legal obligation of any kind. If these general terms are acceptable, please sign below and fax to (214) 778-1800.

Sincerely,

[REDACTED]  
David L. Barnhart  
Broker Associate, Century 21 Judge Fite Company

Above terms agreed to and accepted by:

[REDACTED]  
Purchaser: City of Lavon, Mayor Teske

[REDACTED]  
Seller: [REDACTED]