

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date (as defined in Section 13.12) by and between **CITY OF LEWISVILLE, TEXAS**, a Texas home-rule municipality (“Seller”), and **BOYS & GIRLS CLUBS OF GREATER TARRANT COUNTY, INC.**, a Texas 501(c)(3) nonprofit corporation (“Purchaser”).

### RECITALS

**A.** Seller is the owner of approximately 0.8778 acres of improved land (the “Land”), located at 195 W. Corporate Drive, Lewisville (the “City”), Denton County (the “County”), Texas (the “State”), being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference for all purposes.

**B.** Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, the Property (as defined below), upon and subject to the terms, conditions, and the other agreements hereinafter set forth.

**C.** The Property is conveyed and executed under the explicit authorization of the City Council of the City of Lewisville, Texas, and pursuant to authority granted by Texas Local Government Code, Section 253.011 and Section 272.001.

**NOW, THEREFORE**, in consideration of the premises and the respective undertakings of the parties herein set forth, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Recitals set forth above are incorporated into and made a part of this Agreement, and it is further agreed as follows:

### I. SALE OF PROPERTY

**1.1** In consideration of the Condition (as defined in Section 2.2) upon the terms, conditions, and other agreements herein set forth, including but not limited to the condition precedent and reverter set forth in Article IX, below, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the following property (the “Property”):

(a) The Land, together with all of Seller’s rights and appurtenances pertaining to the Land, including any and all interest of Seller in and to all roads, alleys, easements, streets, and ways and any existing rights of ingress and egress thereto;

(b) All buildings and improvements situated on and attached to the Land and all Seller’s right, title, and interest in and to any and all fixtures attached thereto (collectively, the “Improvements”);

(c) All equipment, machinery, apparatus, appliances, and other articles of personal property located on and used in connection with the operation of the Improvements (collectively, the “Personal Property”); and

(d) All right, title and interest of Seller pertaining to the Land, including (i) all benefits, privileges, tenements, hereditaments, Improvements, rights, and appurtenances thereon or pertaining thereto, and (ii) to the extent assignable, all permits, approvals, licenses, water and sewer capacity commitments, all engineering and architectural plans, and all other rights and interests owned or held by Seller, if any, pertaining to the Property.

**1.2** As part of the consideration for this Agreement, Seller agrees to lease the property from Purchaser, the lease to be in a form approved by the Seller and entered into contemporaneously with the passing of title under this Agreement (the "Lease"). The Lease is to be for a term of four (4) months at a total rental of \$1.00, payable on the first day of the Lease. The commencement date of the Lease will be the date of the closing of the sales transaction set forth herein. Seller shall have the right to terminate the Lease at any time during the Lease term with three (3) business days written notice to Buyer. Should Seller default on the Lease, such default shall not be considered to be a breach of this Agreement and shall not trigger default hereunder. The obligation of the Seller to deliver the deed is conditioned upon the execution and delivery, contemporaneously with the delivery of the deed, of the Lease, in which shall have been inserted the commencement date and the expiration date.

## **II. CONSIDERATION**

**2.1** The consideration for Seller's conveyance of the Property to Purchaser is the Consideration and Grant Agreement attached as Exhibit "B" (the "Consideration Agreement"), wherein Purchaser is required to use the property in a manner that primarily promotes a public purpose of the City of Lewisville, Texas, specifically, renovating the Property and providing or supporting programming that promotes youth development, education, public safety, and equitable access to vital programs, including the provision of after school care, for underserved families in the City, and repurposing underutilized public land, in accordance with Section 253.011 of the Texas Local Government Code.

**2.2** Purchaser shall not be required to deposit any earnest money with the Title Company (as defined in Section 3.2).

**2.3** Seller shall deliver the Property to Purchaser at Closing free of all liens and encumbrances other than the Permitted Exceptions (defined in Section 3.4) and the condition precedent and reverter as set forth in Article IX.

## **III. CLOSING**

**3.1** The closing (the "Closing") of the transaction contemplated herein shall take place on (a) on September 2, 2025, or (b) such other date and time as agreed to in writing by Seller and Purchaser after September 2, 2025 (the "Closing Date").

**3.2** The Closing shall be held at the office of Freedom Title, 132 West Main Street, Suite 200, Lewisville, TX 75057; Attention: Laurie Shipman, Phone: 972-436-8141, Email: lshipman@freedomtitletx.com (the "Title Company"), or at such other location as may be

acceptable to both parties. The procedure to be followed by the parties in connection with the Closing shall be as follows:

(a) At the Closing, Seller shall cause to be delivered to the Title Company all of the items specified herein, including the following documents and instruments duly executed and, if required, witnessed and/or acknowledged, in recordable form:

(i) A Special Warranty Deed (the “Deed”), dated as of the Closing Date, conveying the Property to Purchaser, free and clear of any liens or encumbrances other than the Permitted Exceptions and the condition precedent and reverter as set forth in Article IX;

(ii) An affidavit from Seller, as required pursuant to Section 1445 of the Internal Revenue Code and/or regulations relating thereto, representing that Seller is not a foreign person, corporation, partnership, trust or estate;

(iii) Evidence acceptable to the Title Company authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller; and

(iv) An affidavit acceptable to the Title Company stating that Seller has sole and exclusive possession of the Property, subject to the Permitted Exceptions, and stating that either (A) there have been no improvements, additions, alterations, repairs, or any changes of any kind whatsoever made to the Property during the applicable period in the jurisdiction immediately preceding Closing, or (B) if there have been any such improvements or repairs, that all such parties providing such improvements or repairs have been paid in full.

(b) At the Closing, Purchaser shall cause to be delivered to the Title Company the following:

(i) A copy of the Consideration Agreement, executed by authorized representatives of the Seller and the Purchaser; and

(ii) Evidence acceptable to the Title Company authorizing the consummation by Purchaser of the purchase and sale transaction contemplated hereby and the execution and delivery of any closing documents on behalf of Purchaser.

(c) At the Closing, Seller and Purchaser shall cause to be delivered to the Title Company such other documents as may be reasonably necessary and appropriate in order to complete the Closing.

(d) At the Closing, Purchaser shall be entitled to possession of the Property, subject only to the Permitted Exceptions and the condition precedent and reverter set forth in Article IX.

**3.3** Upon the completion of the deliveries specified in Section 3.2 above, the Title Company shall be authorized to cause the Deed and the other appropriate closing documents to be immediately recorded in the appropriate records of the County.

**3.4** At the Closing, the Title Company shall furnish Purchaser with a Form T-I Texas Standard Owner's Policy of Title Insurance (the "Owner's Policy"), in the full amount of the mutually acceptable fair market value for the Property (based on an appraisal of the Property completed no earlier than six months before Closing, completed by a certified appraiser selected by Seller, the cost of which shall be entirely borne by Purchaser), wherein the Title Company shall insure that fee simple determinable title to the Property is vested in Purchaser, subject to the condition precedent and reverter set forth in Article IX, and containing no exceptions to such title other than the standard printed exceptions and the Permitted Exceptions. The exceptions to title shown on the Commitment (as defined in Section 4.1) or the Survey that are approved or deemed approved by Purchaser in accordance with this Agreement shall be referred to herein as the "Permitted Exceptions."

**3.5** Purchaser shall pay all costs of obtaining the Commitment, the cost of the basic premium for the Owner's Policy, and the full escrow fee charged by the Title Company. Purchaser shall pay the premium for any amendment, extended coverage, or endorsement to the Owner's Policy, all recording costs associated with the Deed, and the full escrow fee charged by the Title Company. Purchaser shall pay the cost for any new or updated survey and any other third-party reports which Purchaser may elect to obtain at its option. All other escrow and closing costs shall also be allocated to and paid by Purchaser; provided, however, each party shall pay its own attorneys' fees.

#### **IV. TITLE REVIEW**

**4.1** Within ten (10) days following the Effective Date, Purchaser, at Purchaser's sole cost and expense, shall acquire or cause the Title Company to acquire and deliver to Purchaser and Seller and to all parties entitled to a copy of any notice sent to Purchaser and Seller, as set forth in Section 10.1 hereof, a Commitment for Title Insurance (the "Commitment") issued by the Title Company covering the Land, together with best available copies of all items referred to therein as exceptions (the "Title Documents"). The Commitment shall be dated not earlier than the Effective Date and shall show fee simple title to the Property to be in Seller.

**4.2** Within ten (10) days following the Effective Date, Seller shall deliver or cause to be delivered to Purchaser and to all parties entitled to a copy of any notice sent to Purchaser, as set forth in Section 10.1 hereof, the most recent survey (the "Survey") of the Land (or of the Land and any additional land contained within such survey) in Seller's actual possession or reasonable control, if any.

**4.3** Purchaser shall have ten (10) days following Purchaser's receipt of the Title Commitment, the Title Documents, and the Survey (but in no event later than ten (10) days prior to the expiration of the Inspection Period) (the "Review Period") to review the Commitment, the Title Documents, and the Survey. If Purchaser fails to give Seller written notice of its objections to the Commitment, the Title Documents, the Survey or any matter reflected therein prior to the expiration of the Review Period, then Purchaser shall be deemed to have approved all items set forth therein, such items shall thereafter be deemed to be Permitted Exceptions, and Seller shall have waived any objection it may have to the Commitment, the Title Documents, and the Survey. If Purchaser objects to any of the items shown in the Commitment, the Title

Documents, or the Survey, then Purchaser must deliver a written notice (the “Objection Notice”) to Seller specifying the objections prior to the expiration of the Review Period. Prior to Closing, Seller shall have the right, but not the obligation, to notify Purchaser, in writing (the “Seller’s Objection Response”), of its intent (i) to cure all or any of the objections in the Objection Notice within seven (7) days after receipt of the Objection Notice (the “Cure Period”) or (ii) not to cure all or any of the objections in the Objection Notice. Seller’s failure to notify Purchaser of its election within the Cure Period will be deemed an election by Seller not to cure the objections in the Objection Notice. If Seller notifies Purchaser, in writing, of its intent not to cure all or any of the objections in the Objection Notice or if Seller fails to respond within the Cure Period, then Purchaser may either (A) waive the objections set forth in the Objection Notice and proceed with Closing or (ii) terminate this Agreement by sending written notice thereof to Seller not later than three (3) days after the earlier to occur of (A) Purchaser’s receipt of Seller’s Objection Response if Seller timely sent a Seller’s Objections Response or (B) the expiration of the Cure Period if Seller failed to timely notify Purchaser of Seller’s Objection Response within the Cure Period, but in any event not later than the last day of the Inspection Period. If Purchaser fails to so terminate this Agreement, Purchaser shall be deemed to have waived all objections in the Objection Notice and to have accepted Seller’s title to the Property as it exists, with any uncured objections in the Objection Notice being deemed a Permitted Exception.

**4.4** Within five (5) days following the Effective Date, Purchaser shall deliver or cause to be delivered to Seller a copy of any environmental assessment report(s) previously obtained by Purchaser in connection with the Property which are in Purchaser’s possession or reasonable control.

**4.5** Purchaser acknowledges and agrees that any materials, reports, studies, or other items furnished to Purchaser’s officers, representatives and agents, whether or not required by the terms of this Agreement (including but not limited to the Commitment, the Title Documents and the Survey) are without representation or warranty, express or implied, by Seller as to the truth, accuracy, and/or completeness thereof, and any reliance thereon by Purchaser shall be at Purchaser’s own risk, without any recourse against Seller and subject to Purchaser’s independent examination.

**4.6** In the event that this Agreement is terminated by either party, for any reason, before Closing, Purchaser and Purchaser’s officers, representatives and agents shall immediately return (or destroy in the case of electronic files) to Seller all of the materials Seller provided to Purchaser as part of this Agreement. Purchaser agrees to keep all such information confidential and shall not retain any copies and shall not disclose any information contained therein to any person in contravention of Section 12.1 herein, except as expressly set forth in Section 12.1. The foregoing provision shall be deemed a material provision of this Agreement.

## **V. INSPECTION**

**5.1** Purchaser shall have twenty (20) days following the Effective Date (the “Inspection Period”) to conduct such physical, engineering, or feasibility studies which Purchaser deems appropriate in an effort to determine whether to proceed with the Closing of this transaction; provided, however, Purchaser and/or its agents shall have no right to conduct

any physical testing, boring, sampling, or removal (the “Physical Testing”) of any portion of the Property without Seller’s prior written consent. If Purchaser wishes to conduct any Physical Testing of the Property, Purchaser shall discuss Purchaser’s plans for such Physical Testing with Seller prior to commencing any of the same and Purchaser shall obtain Seller’s prior written approval to such Physical Testing, such approval to be withheld, conditioned or delayed in Seller’s sole but reasonable opinion. At least twenty-four (24) hours prior to any entry onto the Property, Purchaser shall (a) deliver to Seller written notice of its intention to enter the Property, and Seller shall have the right to have one or more of its agents and/or representatives accompany Purchaser, and (b) provide to Seller sufficient evidence to show that Purchaser and its agents, representatives, and contractors who plan on entering the Property shall secure insurance coverage as set forth in Exhibit C, insuring Purchaser and showing Seller as an additional insured against any and all liability arising out of such entry upon and investigation of the Property by Purchaser, its agents, representatives, and contractors. Purchaser shall, at its sole cost and expense, comply with all federal, state, and local laws, statutes, rules, regulations, ordinances, and policies in connection with any test, investigation, or inspection conducted by Purchaser, or its agents, representatives, or contractors respecting the Property, including, but not limited to, any Physical Testing. Purchaser hereby agrees to hold harmless, protect, defend, and indemnify, and hereby releases Seller and its officers, directors, employees, contractors, agents, and affiliates, and its and their respective successors and assigns and the Property from and against any and all claims, demands, causes of action, losses, liabilities, liens, encumbrances, costs, or expenses (including without limitation reasonable attorney’s fees and litigation costs) arising out of, connected with, or incidental to (i) any injuries to persons (including death) or property (personal or real) or (ii) any mechanics’, workers’, or other liens on the Property related to the work or activities conducted on the Property by Purchaser or its agents, representatives or contractors. In no event shall Purchaser have the right to place any materials or equipment on the Property (including, without limitation, signs or other advertising material) until after the Closing has occurred. Purchaser shall, at its sole cost and expense, clean up and repair the Property, in whatever manner necessary after entry thereon so that the Property shall be returned to the same condition in which it existed prior to entry by Purchaser or its agents, representatives, or contractors, and this obligation and the indemnity set forth hereinabove shall expressly survive the Closing or termination of this Agreement; provided, however, that the foregoing obligations do not apply to any diminution in value in the Property arising from or relating to matters merely discovered by Purchaser during its investigation of the Property. If this Agreement is terminated in accordance with Section 5.2, upon the written request of Seller, Purchaser shall promptly provide to Seller a copy of any and all information, materials, and data provided by third parties to Purchaser in connection with or resulting from its inspections or investigations conducted pursuant to this Section 5.1. The provisions of this Section 5.1 shall not be limited in any way by any other terms in this Agreement and shall expressly survive the Closing or any termination of this Agreement.

**5.2** If it should be determined by Purchaser, in Purchaser’s sole discretion and judgment, that Purchaser does not desire, for whatever reason or for no reason at all, to consummate the transaction contemplated by this Agreement, then Purchaser shall be entitled to terminate this Agreement by giving written notice thereof to Seller and the Title Company prior to the expiration of the Inspection Period, whereupon thereafter Seller and Purchaser shall have no further obligations or liabilities to each other except for such obligations and liabilities which expressly survive the termination of this Agreement.



## **VI. PRORATIONS AND ADJUSTMENTS**

**6.1** Ad valorem taxes and other tax assessments, special or general, if any, against the Property for the year of Closing shall be prorated between Seller and Purchaser at Closing, effective as of the Closing Date, utilizing the best available computations of such taxes, so that Seller shall be liable for all ad valorem taxes and assessments allocable to the Property prior to the Closing Date and Purchaser shall be liable for all such taxes and assessments allocable to the Property from and after the Closing Date. If any ad valorem taxes to be prorated at the Closing are not known, the taxes prorated at Closing shall be based upon the assessed value of the Property for the preceding year and finally prorated between the parties within ten (10) days after the date taxes or assessments are finally determined. Purchaser shall assume all ad valorem taxes and other assessments allocable to the Property for the year during which the Closing Date occurs and subsequent years. The obligations of Seller and Purchaser under this Section 6.1 shall expressly survive Closing.

## **VII. TERMINATION AND REMEDIES**

**7.1** In the event that Seller shall be in default of any of its obligations or agreements contained herein to be performed by Seller, and such default shall remain uncured for a period of five (5) days following Seller's receipt of written notice thereof from Purchaser, Purchaser may, at Purchaser's option, and as Purchaser's sole and exclusive remedy, either (i) terminate this Agreement by giving written notice of termination to Seller, and upon such termination neither party shall have any further liability hereunder except for the obligations and liabilities that expressly survive termination of this Agreement, or (ii) waive such default and close the transaction contemplated hereby, notwithstanding such default, without any adjustment to the Purchase Price. Purchaser specifically waives Purchaser's right and remedy to enforce specific performance.

**7.2** In the event that Purchaser shall be in default of any of its obligations or agreements contained herein to be performed by Purchaser, and such default shall remain uncured for a period of five (5) days following Purchaser's receipt of written notice thereof from Seller (except a default relating to Purchaser's Closing obligations for which no cure period shall be applicable), Seller shall be entitled to terminate this Agreement. Upon any such termination, the parties hereto shall have no further obligations one to the other (other than obligations that expressly survive a termination of this Agreement). The limitation of damages set forth herein shall not apply to any indemnities, covenants, or obligations of Purchaser which expressly survive either the termination of this Agreement or Closing, for which Seller shall be entitled to all rights and remedies available at law or in equity.

## **VIII. COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER**

**8.1** Seller hereby represents and warrants as follows, which representations and warranties shall be true and correct in all material respects as of the Effective Date and as of the

Closing Date, and the truth of which shall, at the option of Purchaser, be a condition precedent to Purchaser's obligation to close the transactions contemplated by this Agreement:

(a) At Closing, Seller will convey to Purchaser good and indefeasible title to the Land, subject to the condition precedent and reverter as set forth in Article IX, free and clear of all matters affecting title, except the Permitted Exceptions.

(b) Seller has received no written notice of (i) any actions, suits, or other legal or administrative proceedings pending or, to the actual knowledge of Seller, threatened against Seller or the Property or arising out of the ownership of the Property, or affecting or relating to any portion of the Property, presently pending or contemplated, or (ii) any condemnation, assessment, or similar proceedings of any nature with respect to or related to the Property or any part thereof. Additionally, Seller has received no written notice of any pending or, to the actual knowledge of Seller, threatened litigation affecting Seller or the Property which would in any way constitute a lien, claim, or obligations of any kind against the Property.

(c) Seller has received no written notice that the Property or any portion thereof is currently in violation of any applicable laws, ordinances, regulations, statutes, codes, rules, orders, decrees, determinations, covenants, and restrictions relating to the Property or any part thereof.

(d) Seller has full power to enter into this Agreement and to consummate the transactions provided for herein. The person executing this Agreement on behalf of Seller represents that he or she is duly authorized to execute this Agreement and to bind Seller.

(e) Seller is not a foreign person as such term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(f) Seller has not filed, voluntarily or involuntarily, for bankruptcy relief, nor has any petition for bankruptcy or receivership been filed against Seller.

For the purposes of the representations and warranties contained in this Section 8.1, wherever the phrase "to the actual knowledge of Seller", "Seller has no actual knowledge", or a similar phrase referencing or qualifying a representation by Seller's knowledge is used, Seller's knowledge shall be deemed to be limited solely to the current, actual knowledge of the city manager of the City of Lewisville, without any independent investigation or inquiry having been made. The named individual is acting for and on behalf of Seller and in a capacity as an officer or employee of Seller or one more of Seller's affiliates and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Purchaser waives any right to sue or to seek any personal judgment or claim against the named individual.

All of the representations and warranties set forth in this Section 8.1 shall, subject to the limitations set forth in the following sentences, expressly survive the Closing. All representations and warranties by Seller in Section 8.1 hereof (y) shall expire six (6) months after the Closing Date except to the extent, and only to the extent, if any, that Purchaser shall have given Seller written notice during such six (6) month period which describes in reasonable detail the breach or alleged breach of such representations and warranties by Seller and, if curable, the curative actions requested by Purchaser, and which provides Seller with a reasonable period of time, not



less than thirty (30) days, in which to resolve such matters to the reasonable satisfaction of Purchaser, and (z) shall expire and be of no further force and effect two (2) years after the day the cause of action accrues (which the parties agree will be the Closing Date) with respect to any matters timely disclosed in a written notice delivered by Purchaser to Seller under subsection (y) hereof. Notwithstanding anything to the contrary contained herein, the liability of Seller under this Article XIII shall in no event exceed, in the aggregate, the lesser of (A) the actual damages incurred by Purchaser as a result of such breach or (B) Fifteen Thousand and 00/100 Dollars (\$15,000.00).

**8.2** The continued accuracy of the representations set forth in Section 8.1, in all material respects at Closing, is a condition to the obligation of Purchaser to purchase the Property. However, if as a result of any change of conditions with respect to any portion of the Property and/or the acquisition by Seller of information not known to Seller at the time of execution of this Agreement, Seller is unable to confirm any such representations and warranties being true and correct in all material respects as of the Closing Date, Seller shall have the option of revising any such representations and warranties to reflect facts or conditions then existing or known to Seller. If Purchaser is unwilling to accept any such modification to Seller's representations and warranties, except as herein provided, Purchaser, as its sole and exclusive remedy, shall have the right to terminate this Agreement, whereupon neither party hereto shall have any further obligations hereunder except for such obligations and indemnities which expressly survive the termination of this Agreement. If Purchaser accepts such revisions (which shall be deemed to have occurred if Purchaser fails to provide Seller and the Title Company with written notice of Purchaser's election to terminate this Agreement within five (5) days following the date Purchaser receives actual knowledge that such representations are materially inaccurate), Purchaser shall be deemed to have waived any rights or remedies against Seller with respect to the representation or warranty in question. If Purchaser has actual knowledge prior to the Closing of facts contrary to those represented by Seller, Purchaser shall promptly (but in no event later than five (5) days after obtaining such knowledge) notify Seller in writing prior to Closing to permit Seller to revise its representations and warranties accordingly. Purchaser shall not have a right to bring any action against Seller for breach of a representation or warranty in any circumstance where Purchaser had actual knowledge prior to Closing that such representation or warranty was inaccurate if Purchaser failed to notify Seller of such fact in writing prior to Closing as aforesaid.

**8.3** "As-Is, Where-Is". PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT PURCHASER WILL HAVE, AS OF CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DEED, PURCHASER IS RELYING SOLELY UPON THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY BY PURCHASER AND THAT PURCHASER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS,

WARRANTIES, AND COVENANTS (OTHER THAN THE LIMITED REPRESENTATIONS, WARRANTIES, AND COVENANTS SET FORTH IN THIS AGREEMENT AND ANY CONTINGENCIES OTHERWISE SET FORTH HEREIN), EXPRESS OR IMPLIED, OF ANY KIND OR NATURE; PROVIDED, HOWEVER, NOTHING CONTAINED IN THIS SECTION SHALL LIMIT THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND THE DEED. THE EXPRESS INTENTION OF PURCHASER AND SELLER IS THAT PURCHASER SHALL PURCHASE THE PROPERTY FROM SELLER WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS (OTHER THAN THE LIMITED REPRESENTATIONS, WARRANTIES, AND COVENANTS SET FORTH IN THIS AGREEMENT AND IN THE DEED), EXPRESS OR IMPLIED, FROM OR OF SELLER. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES, AND COVENANTS (OTHER THAN THE LIMITED REPRESENTATIONS, WARRANTIES, AND COVENANTS SET FORTH IN THIS AGREEMENT AND IN THE DEED), WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY BE DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER. IN ADDITION, PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN BE ACCOMPLISHED THROUGH PURCHASER'S OR SELLER'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, OR ANY OTHER GOVERNMENTAL OR MUNICIPAL AUTHORITIES, BOARDS, OR ENTITIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE TRANSACTION CONTEMPLATED HEREBY, AS ARE ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE OF TEXAS, THE CITY OF LEWISVILLE, THE COUNTY OF DENTON, TEXAS, OR ANY OTHER AUTHORITY OR JURISDICTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY OTHER THAN AS SET FORTH HEREIN.

THE DEED CONVEYING THE PROPERTY TO PURCHASER AT CLOSING SHALL CONTAIN A PROVISION SUBSTANTIALLY IDENTICAL TO THAT WHICH IS SET FORTH ABOVE.

## **IX. CONDITION PRECEDENT & REVERTER**

**9.1** Purchaser covenants and agrees that it shall use the Property in a manner that primarily promotes a public purpose of the City of Lewisville, Texas, specifically, renovating the Property and providing or supporting programming that promotes youth development, education, public safety, and equitable access to vital programs, including the provision of after school care, for underserved families in the City, and repurposing underutilized public land, in accordance with Section 253.011 of the Texas Local Government Code. Should Purchaser at any time fail to use the Property in this manner, ownership of the Property shall automatically revert to the Seller; provided that Purchaser has forty-five (45) days to cure such failure after Purchaser provides written notice of failure, which notice shall be provided to the Seller within seven (7) days of the commencement of the failure. Further, the Seller's City Manager or her designee, in her sole and absolute discretion, may determine that a restriction of use by Purchaser in the prescribed manner by reason of Force Majeure, as defined in the Consideration Agreement, does not constitute a failure of use to trigger automatic reversion to the Seller.

**9.2** Purchaser covenants and agrees (i) that it shall begin any structural modifications or reinforcements, interior and exterior repairs or remodeling, electrical, plumbing, and HVAC upgrades to the existing building on the Property, or any other work necessary for the existing building on the Property to comply with applicable building codes and permit requirements, as approved by Seller, within twelve (12) months of Closing and (ii) that it will commence operations on the Property, including the opening of doors and initiation of programming, following the City of Lewisville's issuance of a final building approval or certificate of occupancy to the Purchaser for the renovation of the existing building on the Property in accordance with the Consideration Agreement and the plans approved by the City within twenty-four (24) months after Closing. At the sole discretion of Seller's City Manager, these deadlines can both be extended up to twelve (12) additional months so long as the Seller's City Manager determines that Purchaser is making sufficient and continued progress towards completion. If the Purchaser's ability to meet these deadlines is delayed by reason of Force Majeure, as defined in the Consideration Agreement, the Seller's City Manager, in her reasonable discretion, may extend either or both deadline(s) by a period of time equal to the period that Purchaser was delayed. Failure to meet either of these deadlines, as they may be extended, shall cause automatic reversion of the Property to the Seller.

**9.3** The deed conveying the Property to Purchaser at Closing shall contain provisions substantially similar to that which is set forth in this Article IX.

**9.4** Should any conflict arise between the condition precedent and reverter terms set forth in this Article IX and any other term or condition of this Agreement, the condition precedent and reverter terms set forth herein shall control.

## **X. NOTICES**

**10.1** Any notice required or permitted to be given hereunder shall be in writing, signed by the party giving the notice, and shall be deemed to have been given upon (i) the depositing of

such notice in the United States Postal Service postage prepaid, certified mail, return receipt requested, and properly addressed to the party to be notified at the address set forth below, (ii) the delivery of such notice, properly addressed to the party to be notified at the address set forth below, to a commercial overnight courier that guarantees next business day delivery and provides a receipt, or (iii) delivery of such notice by electronic transmission to the party to be notified at the or email address set forth below, effective upon transmission, so long as confirmed by the appropriate automatic confirmation. As of the Effective Date, the proper addresses for notices are as follows:

If to Seller:

City of Lewisville, Texas  
151 West Church Street  
Lewisville, Texas 75057  
Attention: Claire Powell, City Manager  
Phone 972-219-3409  
Email: [clairepowell@cityoflewisville.com](mailto:clairepowell@cityoflewisville.com)

Copy to:

Lewisville City Attorney's Office  
1197 W. Main  
P. O Box 299002  
Lewisville, TX 75029  
Attention: Lizbeth Plaster, City Attorney  
Phone: (972) 219-3747  
Email: [lplaster@cityoflewisville.com](mailto:lplaster@cityoflewisville.com)

If to Purchaser:

Boys & Girls Clubs of Greater Tarrant County, Inc.  
3218 E. Belknap St.  
Fort Worth, TX 76111  
Attention: Daphne Barlow Stigliano, CEO & President  
Phone: (682) 500-0850  
Email: [daphne@bgcgtc.org](mailto:daphne@bgcgtc.org)

**10.2** The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

## **XI. CONDEMNATION**

**11.1** If, prior to the Closing, any portion of the Property shall be taken by virtue of eminent domain or a condemnation shall be pending against any portion of the Property, Purchaser may either (i) terminate this Agreement, by written notice to Seller no later than five (5) days following Purchaser's receipt of written notice of such action, or (ii) close this Agreement as provided herein. If Purchaser fails to timely terminate this Agreement, Purchaser shall be deemed to have elected to close this Agreement as provided herein. If Purchaser timely elects to terminate this Agreement pursuant to the termination right granted to Purchaser in this Article XI, thereafter Seller and Purchaser shall have no further obligations hereunder, except those that expressly survive a termination of this Agreement. If Purchaser elects to close, despite the a taking or pending condemnation, there shall be no reduction in the Purchase Price, and Seller shall assign to Purchaser all of Seller's right, title, and interest, if any, in and to all condemnation proceeds resulting or to result from said condemnation, taking or deed in lieu thereof insofar as the same relates to the Property or any portion thereof.

## **XII. MISCELLANEOUS**

**12.1 Confidentiality.** SELLER, PURCHASER, AND THE TITLE COMPANY AGREE NOT TO CAUSE ANY PUBLIC ANNOUNCEMENTS TO BE MADE OF THE EXECUTION OF THIS AGREEMENT OR THE CLOSING OF THIS TRANSACTION, AND FURTHER AGREE NOT TO DISCLOSE TO ANY PARTY THE PURCHASE PRICE PAYABLE HEREUNDER, OR THE TERMS HEREOF. SELLER, PURCHASER, AND THE TITLE COMPANY FURTHER AGREE NOT TO DISCLOSE THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR THE CONSUMMATION OF THE PURCHASE AND SALE CONTEMPLATED HEREBY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, (i) SELLER, PURCHASER, AND/OR THE TITLE COMPANY MAY DISCLOSE ANY ASPECT OF THIS TRANSACTION TO ANY GOVERNMENTAL AGENCY, OR ANY OFFICER THEREOF, UPON PROPER REQUEST THEREFORE, WHERE REQUIRED, IN ACCORDANCE WITH APPLICABLE LAW, (ii) PURCHASER MAY DISCLOSE THIS AGREEMENT AND THE TERMS THEREOF, AS WELL AS THE CONTENT OF ANY MATERIALS PROVIDED TO PURCHASER BY SELLER, TO ITS ATTORNEYS, CONSULTANTS, AGENTS, REPRESENTATIVES, ADVISORS, AFFILIATES, ENGINEERS, INSPECTORS, LENDERS, AND INVESTORS IN CONNECTION WITH THE ACQUISITION OF THE PROPERTY SO LONG AS SUCH PARTIES ALSO AGREE TO KEEP SUCH INFORMATION AND THE TRANSACTIONS CONTEMPLATED HEREIN CONFIDENTIAL, AND (iii) THIS CONFIDENTIALITY PROVISION SHALL EXPRESSLY SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT. THIS PROVISION AND ANY OTHER PROVISION IN THIS AGREEMENT REGARDING SELLER'S DISCLOSURE OR RETENTION OF RECORDS IS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT (TEX. GOV'T CODE CHAPTER 552) AND THE SELLER'S RECORDS RETENTION SCHEDULE, AND IN CASE OF CONFLICT, THE STATE LAW AND RETENTION SCHEDULE SHALL CONTROL.

**12.2 Anti-Terrorism Representation.** Neither Purchaser nor any of its affiliates or constituents nor, to the best of Purchaser's knowledge, any brokers or other agents of same, have engaged in any dealings or transactions, directly or indirectly, (a) in contravention of any U.S., international or other money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, or (b) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Anti-Terrorism Order") or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time. Neither Purchaser nor any of its affiliates or constituents nor, to the best of Purchaser's knowledge, any brokers or other agents of same, (i) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control list of restrictions and prohibited persons, or (ii) are a person described in section 1 of the Anti-Terrorism Order, and to the best of Purchaser's knowledge neither Purchaser nor any of its affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person. If at any time this representation becomes false then it shall be considered a default under this Agreement and Seller shall have the right to exercise all of the remedies set forth in this Agreement in the event of a default.

**12.3 Modification.** No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Purchaser and Seller.

**12.4 Venue.** In the event that any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State. Venue for any legal action arising out of this Agreement shall be in Denton County.

**12.5 Attorneys' Fees.** The prevailing party in any litigation between the parties to enforce this Agreement or any part herein shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party.

**12.6 Multiple Counterparts; Electronic Execution.** This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the parties. The signature of any party to this Agreement transmitted by electronic transmission with automatic confirmation of receipt shall be treated in all manner and respects as an original.

**12.7 Headings.** The article and section headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.



**12.8 Time of the Essence.** Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby; provided, however, should any date or the expiration of any time period set forth herein be on a Saturday, Sunday, or legal holiday, such date or time period shall be extended until the next day that is not a Saturday, Sunday, or legal holiday.

**12.9 Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by Purchaser, and any such assignment shall be void and shall have no effect.

**12.10 Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be deemed added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**12.11 Parties Bound.** Subject to the limitations on assignment by Purchaser set forth in Section 12.9 above, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, and permitted assigns. No third party shall have any rights, claims, benefits, or obligations accruing hereunder, unless such third party is claiming same by virtue of rights or interests obtained from Purchaser or Seller in accordance with the preceding sentence.

**12.12 Execution.** The term “Effective Date” will mean the date the Title Company acknowledges receipt of a counterpart of this Agreement executed by Seller and Purchaser, as set forth on the acknowledgment page of the Title Company in this Agreement.

**12.13 Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

**12.14 Business Day.** The term “business day” as used in this Agreement shall mean a day that is not a Saturday, Sunday or day on which national banks in Lewisville, Texas, are not open for business at their primary location.

**12.15 Entire Agreement.** It is understood and agreed that this Agreement embodies the complete agreement between the parties, and that neither party is relying upon any statement or representation, not embodied in this Agreement, made by the other. Each party expressly acknowledges that, except as expressly provided in this Agreement, the other party and the agents and representatives of the other party have not made, and the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the transactions contemplated hereby. The preparation of this Agreement has been a joint effort of the parties hereto and the resulting

documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

{signature page follows}

**EXECUTED** by Seller the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SELLER:**

**CITY OF LEWISVILLE, TEXAS,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXECUTED** by Purchaser the 5 day of August, 2025.

**PURCHASER:**

**BOYS & GIRLS CLUBS OF GREATER TARRANT  
COUNTY, INC.,**  
a Texas nonprofit corporation

*Daphne Barlow Stigliano*  
By: \_\_\_\_\_  
Name: Daphne Barlow Stigliano  
Title: CEO and President

The undersigned hereby acknowledges receipt of a fully executed counterpart of the Agreement and agrees to abide by and perform its duties and obligations in accordance with the terms and conditions of the Agreement, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TITLE COMPANY:

**FREEDOM TITLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT "A"

### (Description of the Land)

#### FIELD NOTE DESCRIPTION

Being a tract of land situated in the B.B.B. & C.R.R. Survey, A-1457 in Denton County, Texas, and a portion of that certain tract of land as described in a deed to L & N Land Corporation, recorded in volume 1066, page 719 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

Commencing at an iron rod in the west right of way line of State Highway 121, and the northeast corner of aforementioned L & N Land Corp. tract; said point also being on the common south line of the B. Hunter Survey, A-553, and the north line of B.B.B. & C.R.R. Survey, A-1457.

Thence with said common Survey line, South  $87^{\circ}49'22''$  West a distance of 80.10 feet, and North  $89^{\circ}21'23''$  West a distance of 217.29 feet to the POINT OF BEGINNING.

Thence South  $13^{\circ}10'47''$  East a distance of 286.14 feet to an iron rod set for corner on the north right of way line of Mustang Drive in a curve to the left having a radius of 855.93 feet.

Thence along said right of way line an arc distance of 100.00 feet, and a chord of South  $71^{\circ}37'57''$  West a distance of 99.94 feet to an iron rod set for corner, from which the radius point bears South  $21^{\circ}43'10''$  East a distance of 855.93 feet.

Thence departing said right of way line North  $31^{\circ}28'22''$  West a distance of 219.29 feet to an iron rod set for corner.

Thence North  $00^{\circ}38'27''$  East a distance of 124.68 feet to an iron rod set for corner on the common south line of the B. Hunter Survey, A-553, and the north line of the B.B.B. & C.R.R. Survey, A-1457.

Thence with said common survey line, South  $89^{\circ}21'23''$  East a distance of 142.71 feet to the POINT OF BEGINNING and containing 1.000 acres of land more or less.

**EXHIBIT “B”**  
**(Consideration Agreement)**



**EXHIBIT “C”**

**(Insurance)**

## EXHIBIT C

### **INSURANCE REQUIREMENTS** **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

#### **B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises – Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

***NOTE: The aggregate loss limit applies to each project.***

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
  - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages  
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages  
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

**E. ACCEPTABILITY OF INSURERS**

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. HOLD HARMLESS AND INDEMNIFICATION**

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.