

STATE OF TEXAS §

COUNTY OF DENTON §

CONSIDERATION AND GRANT AGREEMENT
CONVEYANCE TO NONPROFIT CORPORATION
BOYS & GIRLS CLUBS OF GREATER TARRANT COUNTY, INC.

This Consideration and Grant Agreement (“Agreement”) is entered into on this ____ day of _____, 2025, by and between the City of Lewisville, Texas, hereinafter referred to as “City,” a Texas home-rule municipality and the Boys & Girls Clubs of Greater Tarrant County, Inc., hereinafter referred to as “BGC,” a Texas nonprofit corporation (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, BGC is an organization exempt from federal income taxation under Section 501(c)(3) Internal Revenue Code and has been established solely for public purposes as set forth in its Articles of Incorporation; and

WHEREAS, the City owns a piece of property, including a soon-to-be vacant building and associated improvements, at 195 W. Corporate Drive, more particularly described in **Exhibit “A”**, (“Property”), which the City wishes to convey to the BGC 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, which intends to strengthen community engagement, reduce juvenile crime, and ensure the responsible disposition of city resources by removing unused and unneeded properties from the City’s ongoing maintenance requirements; and

WHEREAS, such a conveyance is authorized under Texas Local Government Code section 253.011, which authorizes the City to convey real property to a 501(c)(3) nonprofit organization without complying with the notice and bidding requirements set forth in Chapter 272 of the Texas Local Government Code or other law and requires that consideration for such a transfer be in the form of an agreement between the parties that requires the nonprofit organization to use the property in a manner that primarily promotes a public purpose of the City, subject to reversion of the property to the City; and

WHEREAS, the City desires to convey the Property to BGC, and BGC agrees to accept such conveyance, subject to the terms of this Agreement and any other agreement entered into between the Parties regarding the Property, including but not limited to a purchase and sale agreement; and

WHEREAS, the City desires to provide a grant in an amount equal one hundred percent of all planning and development fees charged by the City associated with Renovation of the Property (hereinafter defined as “Planning and Development Fees Grant”) and provide a grant in an amount equal to the Impact Fees (hereinafter defined) that would otherwise be due to the City for the development of the Property, thereby accomplishing a public purpose by allowing BGC to direct funds toward the public purposes set forth above; and

WHEREAS, the City has determined that this Agreement contains sufficient controls to ensure that the above-mentioned public purposes are carried out in the use of the Property and in all transactions involving the use of public funds and resources.

NOW THEREFORE the Parties mutually agree as follows:

ARTICLE I DEFINITIONS

1. Whenever used in this Agreement, the following terms shall have the meanings described to them:

“Agreement” shall have the meaning set forth in the introductory paragraph of this Agreement.

“BGC” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Building” shall mean the structure existing on the Property on the Effective Date.

“City” shall have the meaning set forth in in the introductory paragraph of this Agreement.

“City Code” shall mean the City of Lewisville Code of Ordinances.

“Commence Construction” shall mean BGC beginning Renovation of the Building, following the issuance of a building permit by the City to BGC for the Renovation of the Building.

“Effective Date” shall mean the date the Agreement is executed by the Parties.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of the BGC created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the BGC), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the BGC and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the BGC gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

“Impact Fee Grant” shall have the meaning set forth in section II.4.b. of this Agreement.

“Impact Fees” shall mean water and sanitary sewer impact fees, also known as capital recovery fees.

“Planning and Development Fees Grant” shall have the meaning set forth in section II.4.a. of this Agreement.

“Planning and Development Fees” shall mean all fees charged by the City for reviewing, permitting, and inspecting Renovation work, including permits, plan checks, zoning reviews, inspections, and other project-related charges.

“Property” shall have the meaning set forth in the recitals to this Agreement.

“Renovation” shall mean structural modifications or reinforcements, interior and exterior repairs or remodeling, electrical, plumbing, and HVAC upgrades to the Building, as well as any other work necessary for the Building to comply with applicable building codes and permit requirements.

“Substantial Completion” shall occur upon the commencement of operations, including the opening of doors and initiation of programming, following the City’s issuance of a final building approval or certificate of occupancy to BGC for the Renovation of the Building in accordance with this Agreement and the plans approved by the City.

ARTICLE II AGREEMENT CONDITIONS

1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
2. Conveyance. The City agrees to convey the Property to BGC with this Agreement acting as consideration for such conveyance, subject to the condition that it shall be used 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, which will strengthen community engagement, reduce juvenile crime, and ensure responsible use of city resources by removing unused and unneeded properties from the City’s ongoing maintenance requirements. Should BGC fail to use the Property in this manner, as described in the instrument of conveyance, such failure shall constitute a default under this Agreement by BGC, and ownership of the Property shall automatically revert to the City; provided that BGC has forty-five (45) days to cure such failure after BGC provides written notice of failure, which notice shall be provided to the City within seven (7) days of the commencement of the failure. Further, the City Manager or her designee, in her sole and absolute discretion, may determine that a restriction of use by BGC in the prescribed manner by reason of Force Majeure, as defined above, does not constitute a failure of use to trigger automatic reversion to the Seller. At the reasonable discretion of the City Manager, the notice and cure periods set forth in this section may be extended for up to an additional three (3) months, so long as the City Manager determines that BGC is making sufficient and continued progress toward rectifying the failure. The requirements of this section shall also be set forth in the instrument of conveyance of the Property.
3. Construction Timeline. BGC agrees to Commence Construction for the Renovation of the Building on the Property within twelve (12) months of the conveyance of the Property to BGC, and reach Substantial Completion within twenty-four (24) months of such conveyance. At the reasonable discretion of the City Manager, these deadlines can both be extended up to twelve (12) additional months so long as the City Manager determines that BGC is making sufficient and continued progress towards completion. If the performance of any obligations or requirements under this Agreement is delayed by reason of Force Majeure, BGC shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement may be extended for a period of time equal to the period BGC was delayed, subject to the approval of the City Manager, in her reasonable discretion. Failure to meet either of these deadlines, as they may be extended, shall be considered failure to renovate the Property as required by section II.2, and shall trigger automatic reversion of the Property to the City as set forth in that section.
4. Planning and Development Grant.
 - a. Planning and Development Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to provide a one-time grant to the BGC in an amount equal to the total of one hundred percent (100%) of all Planning and Development Fees paid to the City for Renovation of the Property and one hundred percent (100%) of all Impact Fees paid to the City at the time of applying for any building permit for the Property (collectively, the “Planning and Development Grant”). Notwithstanding any grants, the BGC must still obtain all permits required by the City Code, including the Unified Development Code, for the

Renovation.

- b. Disbursement of Planning and Development Grant. Within forty-five (45) days following the later of (a) payment of all Planning and Development Fees associated with Renovation of the Property; or (b) payment of the Impact Fees, BGC shall submit to the City all of the following: (1) a letter of request for payment, (2) proof of payment for all planning and development fees paid to the City and all Impact Fees, and (3) any other documentation or information required by the City. The City shall disburse the grant within thirty (30) days of receiving a complete submission of all required documentation and information.
 - c. Refund of Grant Funds. In the event of an automatic reversion of the ownership of the Property to the City pursuant to section II.2, above, BGC shall, within sixty (60) days of receiving written notice from the City, repay all grant funds received under this Agreement; provided that such automatic reversion occurs within ten (10) years after conveyance of the Property by the City to BGC. In the event such automatic reversion occurs after ten (10) years, BGC shall not have to repay grant funds received under this Agreement. The requirements outlined in this section shall survive the termination or expiration of this Agreement.
5. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
7. Governing Law; Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of Lewisville, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Denton County, Texas.
8. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.
9. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by an authorized representative of each Party hereto.
10. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
11. No Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part

hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

12. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

13. Legal Construction. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise. Each party to this Agreement has had an opportunity to review the terms contained herein with counsel and therefore neither party shall be deemed to be the author and any ambiguities contained herein shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

15. No Special Relationship Created. Nothing contained herein, nor any acts of the parties in connection herewith, shall be deemed or construed by the parties hereto or by third parties as creating the relationship of (a) principal and agent, (b) a partnership, or (c) a joint venture, as between the parties hereto. No third party shall obtain any rights as a result of this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies have executed this Agreement to be effective on the date above written.

CITY OF LEWISVILLE, TEXAS

BOYS & GIRLS CLUBS OF GREATER TARRANT COUNTY, INC.

By: _____
Claire Powell, City Manager

By: Daphne Barlow Stigliano
Print Name Daphne Barlow Stigliano
Title CEO and President

Date: _____

Date: 05/08/25

Attest: _____
Jennifer Ippolito, City Secretary

Attest: Erin Bergman
Erin Bergman, Chief Administrative Officer

CITY OF LEWISVILLE

BOYS & GIRLS CLUBS OF GREATER TARRANT COUNTY, INC.

151 West Church Street
Lewisville, Texas 75057

3218 E. Belknap St.
Fort Worth, TX 76111

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

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.