

## **DOWNTOWN REINVESTMENT GRANT AGREEMENT**

This Downtown Reinvestment Grant Agreement (the “Agreement”) is entered into by and between the City of Denton, Texas (the “City”), duly acting herein by and through its City Manager, Sara Hensley, and Suzanne Johnson and The Chestnut Tree, L.C., a Texas limited liability company duly acting herein by and through its authorized officer, 107 W. Hickory St., Denton, TX 76201 (collectively, “Owner”).

WHEREAS, the City Council of Denton, Texas (the “City Council”) has adopted an ordinance which provides that it elects to be eligible to participate in downtown reinvestment grant incentives and has adopted guidelines and criteria governing downtown reinvestment grant incentive agreements known as the Downtown Reinvestment Grant Program Policy (the “Program”), a copy of which is on file in the City of Denton Economic Development Office and which is incorporated herein by reference; and

WHEREAS, the Program constitutes appropriate “guidelines and criteria” governing downtown reinvestment grant incentive agreements to be entered into by the City; and

WHEREAS, the Owner will be the owner or have a leasehold interest, as of the Effective Date (as hereinafter defined), of certain real property more particularly described in Exhibit “A” attached hereto and incorporated herein by reference and made a part of this Agreement for all purposes (the “Premises”); and

WHEREAS, on the 20th day of June, 2022, Owner submitted an application for a reinvestment grant with various attachments to the City concerning the contemplated use of the Premises (the “Application”), which is attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, the Downtown Economic Development Committee finds that the contemplated use of the Premises, the Improvements (as hereinafter defined) to the Premises as set forth in this Agreement, and the other terms hereof are consistent with encouraging development in accordance with the purposes and are in compliance with the Program and similar guidelines and criteria adopted by the City and all applicable law;

NOW, THEREFORE, the City Manager and Owner for and in consideration of the premises and the promises contained herein do hereby contract, covenant, and agree as follows:

### **I.**

#### **TERMS AND CONDITIONS OF REIMBURSEMENT GRANT**

A. In consideration of and subject to the Owner meeting all the terms and conditions of reimbursement set forth herein, the City hereby grants the following reimbursement grant:

A reimbursement grant in an amount not to exceed \$50,000.00 (the “Grant”) attributable to new Improvements, as hereinafter defined, being constructed on the Premises.

B. A condition of receiving the Grant is that, by August 16, 2023, Owner construct, renovate, and equip utility upgrades, façade and building renovations, interior and code improvements, as described in Exhibit “B” (collectively, the “Improvements”) on the Premises.

C. A condition of the Reimbursement is that the Improvements be used substantially in accordance with the description of the project set forth in Exhibit “B” and comply with the requirements of the Program.

D. Owner agrees to comply with all the terms and conditions set forth in this Agreement.

## II. CONDITION OF REIMBURSEMENT

A. At the time of the award of the Grant, all ad valorem real property taxes with respect to the Premises and all other property in the City owned by the Owner shall be current.

B. Prior to the award of the Grant, Owner shall have constructed the Improvements as specified in Exhibit “B.”

C. If alterations to the utility upgrades, façade and building renovations, interior and code improvements, or any portion of the Improvements are made for any reason within one (1) year from construction, Owner is required to reimburse the City in the full amount of the Grant.

D. Prior to the award of the Grant, Owner shall own or have a leasehold interest in the Premises.

## III. RECORDS AND EVALUATION OF PROJECT

A. The Owner shall provide access and authorize inspection of the Premises by City employees and allow sufficient inspection of financial information related to construction of the Improvements to ensure that the Improvements are made, and the thresholds are met according to the specifications and conditions of this Agreement. Such inspections shall be done in a way that will not interfere with Owner’s business operations.

## IV. GENERAL PROVISIONS

A. The City has determined that it has adopted guidelines and criteria for the Program agreements for the City to allow it to enter into this Agreement containing the terms set forth herein.

B. The City has determined that procedures followed by the City conform to the requirements of the Code and the Program.

C. In the event of any conflict between the City zoning ordinances, or other City ordinances or regulations, and this Agreement, such ordinances or regulations shall control.

D. Owner represents and warrants that Owner is authorized to make the Improvements to the Premises.

#### V. NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designated in writing, by certified mail postage prepare, by hand delivery or via facsimile:

OWNER:

Suzanne Johnson  
The Chestnut Tree, L.C.  
107 W. Hickory St.  
Denton, TX 76201

CITY:

Sara Hensley, City Manager  
City of Denton  
215 East McKinney  
Denton, Texas 76201  
Fax No. 940.349.8596

#### VI. CITY COUNCIL AUTHORIZATION

This Agreement was authorized by the City Council by passage of Ordinance authorizing the City Manager to execute this Agreement on behalf of the City.

#### VII. SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word. In the event that (i) the term of the Grant with respect to any property is longer than allowed by law, or (ii) the Grant applies to a broader classification of property than is allowed by law, then the Grant shall be valid with respect to the classification of property abated hereunder, and the portion of the term, that is allowed by law.

#### VIII. OWNER STANDING

Owner, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Owner shall be entitled to intervene in said litigation.

IX.  
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Venue for any action under this Agreement shall be in Denton County, Texas.

X.  
ENTIRE AGREEMENT

This instrument with the attached exhibits contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

XI.  
BINDING

This Agreement shall be binding on the parties and the respective successors, assigns, heirs, and legal representatives.

XII.  
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIII.  
SECTION AND OTHER HEADINGS

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XIV.  
NO JOINT VENTURE

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby disavowed.

XV.  
AMENDMENT

This Agreement may be modified in writing by the parties hereto to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement.

XVI.

FORCE MAJEURE

If, because of flood, fire, explosions, civil disturbances, strikes, war, acts of God, or other causes beyond the control of either Party, either Party is not able to perform any or all of its obligations under this Agreement, then the respective Party's obligations hereunder shall be suspended during such period but for no longer than such period of time when the party is unable to perform.

XVI.

INDEMNIFICATION

**OWNER SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY ARISES FROM CITY'S GRANT AND OWNER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER AND ANY CONTESTS OR CHALLENGES TO THE LEGAL AUTHORITY OF THE CITY OR OWNER TO ENTER INTO THIS AGREEMENT AND ANY AND ALL LIABILITIES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT OWNER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.**

This Agreement is executed to be effective on the executed date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Effective Date") by duly authorized officials of the City and Owner.


CITY OF DENTON

\_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

ATTEST:  
ROSA RIOS, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_  
 Digitally signed by Scott Bray  
Date: 2022.08.05 12:17:00  
-05'00'

**OWNER:**



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SUZANNE JOHNSON

**THE CHESTNUT TREE, L.C.**



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

SUZANNE JOHNSON, Managing Member

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

Being the West 20 feet of LOT 5 in BLOCK ONE of the ORIGINAL TOWN OF DENTON, Denton County, Texas, according to the Plat thereof recorded in Cabinet A, Page 200, Plat Records, Denton County, Texas

**EXHIBIT B**  
APPLICATION AND IMPROVEMENTS



**EXHIBIT A**



**CITY OF DENTON  
DOWNTOWN REINVESTMENT GRANT PROGRAM APPLICATION**

Department of Economic Development  
401 N. Elm St., Denton, TX 76201  
940-349-7776  
[www.cityofdenton.com](http://www.cityofdenton.com)  
[ED@cityofdenton.com](mailto:ED@cityofdenton.com)

## Downtown Reinvestment Grant Program Application

Please return completed the application with necessary attachments and signatures to the Economic Development Department office at 401 N. Elm St., Denton, Texas. If you have any application questions, please contact the Economic Development Department at 940-349-7776.

Applicant Name <u>Shianne Johnson</u>	Date <u>6/20/2022</u>
Business Name <u>The Chestnut Tree</u>	
Mailing Address <u>107 West Hickory Street</u>	
Contact Phone <u>(940) 591-9475</u>	Email Address
Building Owner (if different from applicant) <u>John Thompson</u>	
Historical/Current Building Name <u>The Chestnut Tree</u>	
Project Site/Address <u>107 West Hickory Street</u>	

Type of Work: (check all that apply)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Paint Only                   | <input checked="" type="checkbox"/> Awnings                    |
| <input type="checkbox"/> Signage                                 | <input checked="" type="checkbox"/> Impact Fees                |
| <input checked="" type="checkbox"/> Utility Upgrades             | <input checked="" type="checkbox"/> Interior/Code Improvements |
| <input checked="" type="checkbox"/> Facade & Building Renovation |  |

Details of planned improvements relating to grant request (attach additional information if necessary).

We would like to restore the facade and entrance to a more historically accurate design. Electric and bat rooms will be upgraded. Interior will be restored to a cleaner more original design including removal of sheet rock and acoustic ceiling tiles.

How will this project benefit Downtown?

We are a twenty eight year old business that has added another local business in our walls. We recently expanded our hours to evenings. We would like to upgrade the look of the building to allow us to offer a higher end but reasonable business lunch, since so many of the business lunch options are no longer open during that time.

Project Categories	Estimated Costs	Grant Requested
Facade/Building Rehab	20000	10000
Awnings		
Signs		
Impact Fees		
Utility Upgrades	10365	5182
Interior/Code Improvements	71378	34618
Totals	101743	50000

TOTAL COST OF PROPOSED PROJECT

\$ 101743

TOTAL GRANT REQUEST

(May not exceed 50% of TOTAL COST up to \$50,000)

\$ 50000

Attach all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.

Applicant's Signature

6/20/22  
Date

## DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

Please complete and return with the Downtown Reinvestment Grant Application to the Economic Development office, 401 N. Elm St., Denton, Texas. If you have any questions, please contact the Economic Development Department at 940- 349-7776.

I have met with a representative from the Economic Development Department, and I have read and fully understand the Downtown Reinvestment Grant procedures established by the Denton City Council. I intend to use this grant program for the aforementioned renovation projects to advance the efforts of revitalization and historic preservation of Denton's historic downtown. *I have not received, nor will I receive insurance monies for this revitalization project.*

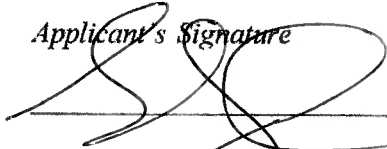
I understand that if I am awarded a Downtown Reinvestment Grant by the City of Denton, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for facade, awning or sign work and the facade, sign or awning is altered for any reason within **one (1) year** from construction, I may be required to reimburse the City of Denton immediately for the full amount of the grant.)

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*Business/Organization Name*

*The Chestnut Tree*

*Applicant's Signature*



*Printed Name*

*Suzanne T. Chuser*

*Date*

*6/20/22*

*Building Owner's Signature (if different from applicant) Printed Name*

*Date*

This section is to be completed by Economic Development staff.

---

*Date considered by DEDC*

*Recommendation*

*Staff Signature*

---

*Date considered by TIRZ #1 Board*

*Recommendation*

*Staff Signature*

---

*Date considered by City Council*

*Approval*

*Staff Signature*

**Imagine Renovations \***

P.O. Box 794  
Denton, TX 76202 US  
isabel@imagerenovations.com



**IMAGINE**  
RENOVATIONS

**Estimate****ADDRESS**

Suzanne Chestnut Tree  
107 West Hickory St  
Denton, Tx 76201 USA

**ESTIMATE**  
**DATE**

**1042**  
**06/22/2022**

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Hardwood Flooring	Labor and materials to repair/replace damaged hardwood flooring. Labor and materials to sand, fill, stain and seal hardwood flooring. Approx 1800 sq/ft	1	6,500.00	6,500.00
	Bar	Labor and materials to custom build a 25' bar, ADA compliant. Labor and materials to install solid surface countertops. Labor and materials to prime and paint bar.	1	14,500.00	14,500.00
	Main Bathroom	For two bathrooms: Labor to remove and dispose of sheetrock, floor, toilet, and sink. Labor and materials to install new sheetrock, tape and bed. Labor and materials to install wall paper and wainscoting. (Wallpaper not included in cost) Labor and materials to install new vinyl plank flooring. (\$4.50 sq ft vinyl plank) Labor and materials to install toilet and pedestal sink. Labor and materials to prime and paint ceiling, baseboards, trim, and door.	1	13,800.00	13,800.00
	Ceiling	Labor and materials to remove existing ceiling tiles, frame new ceiling with 2x10x20, install new sheetrock, tape, bed, and texture ceiling. Labor and materials to prime and paint ceiling.	1	18,800.00	18,800.00
	Exterior Glass	Labor to remove and dispose of existing storefront glass. Labor and materials to install a new wood paneled restaurant front with large glass windows and a central entry.	1	16,500.00	16,500.00

Soffit	Labor and materials to pressure wash, caulk and paint soffit. Labor and materials to expose/repair transom windows.	1	3,500.00	3,500.00
	This cost could vary depending on what we find when we open up the wall ie. condition of existing transoms, damaged wood			
Exhaust Vent	Labor and materials to install exhaust vents in both bathrooms.	1	900.00	900.00
Sheetrock Work	Labor to remove and dispose of existing sheetrock on walls and leave exposed brick.	1	1,000.00	1,000.00
New Framing	Labor and materials to extend into storage area in order to make bathrooms larger, frame, tape, bed and texture. Labor and materials to make front bathroom larger by extending into second restroom.	1	2,200.00	2,200.00

This is an estimate and is a rough estimation of price. Cost could change as further details of the project are provided. This could include but is not limited to: changes in layout, relocation of plumbing, tile pattern, electrical relocation etc...and/or any unforeseen challenges that are not at fault to you the owner, nor Imagine Renovations the contractor.

TOTAL

**\$77,700.00**

Accepted By

Accepted Date



Electric, LLC  
Denton, TX 76201  
TECL#31599

05/27/2022

Chestnut Tree  
107 W Hickory Street  
Denton, Tx 762021

Provide labor and materials per plans.

Demo existing 20 circuit panel in back room.  
Install new 42 circuit panel in the back room.  
Split up circuitry in the kitchen and prep area so the circuits are no longer overloaded.  
Change out (8) fans in the main dinning area (provide fans)  
Add owner provided light in the main dinning area  
Add dedicated outlets in the front of house for the coffee area

Material:	\$5,375.00
Labor:	\$4,200.00
Base Bid:	\$9,575.00
Sales Tax:	\$789.94
Total Bid:	\$10,364.94

Price is subject to change due to materials costs changing daily  
Price excludes unforeseen or hidden electrical deficiencies

Lermon Jones DBA Lermont's Maintance

4937 Staurt RD  
Number 142  
Denton TX 76207

# Estimate

Date	Estimate #
6/2/2022	10226

Name / Address
Chestnut Tree 107 W Hickory St Denton, Texas 76201

			Project
Description	Qty	Rate	Total
3 ton Mini Split with 3 Heads	1	6,152.50	6,152.50T
line set 100 foot	1	714.02	714.02T
line set 50 foot	2	518.525	1,037.05T
bird wire	3	405.00	1,215.00T
con Labor	30	70.00	2,100.00T
Helper Labor	30	45.99	1,379.70T
complete new install of a 3 head 3 Ton mini split			
Sales Tax		8.25%	1,039.36
		<b>Total</b>	\$13,637.63



107 W. Hickory Street | Denton, Texas | June 2022

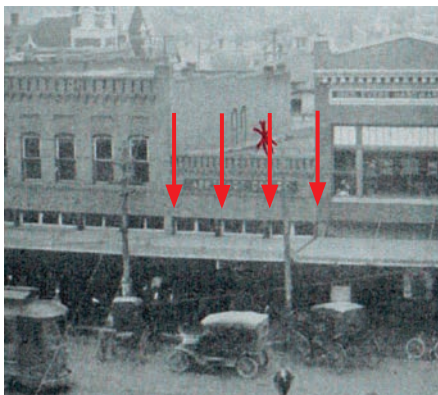
## PROJECT CONTEXT

Design recommendations for Front Façade were requested by Christine Gossett, Main Street Manager, and by the property owner Suzanne. Christina Davis, ED and Cameron Robertson, HPO assisted in the process. The owner had expressed her intention of revealing the transom windows that are visible in historic pictures of this building and also to work in phases to allow for Downtown Reinvestment grant applications.

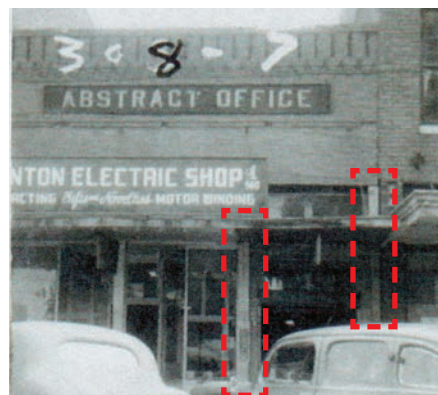


CURRENT FRONT FAÇADE

## ANAYSIS



1900



1943



1964

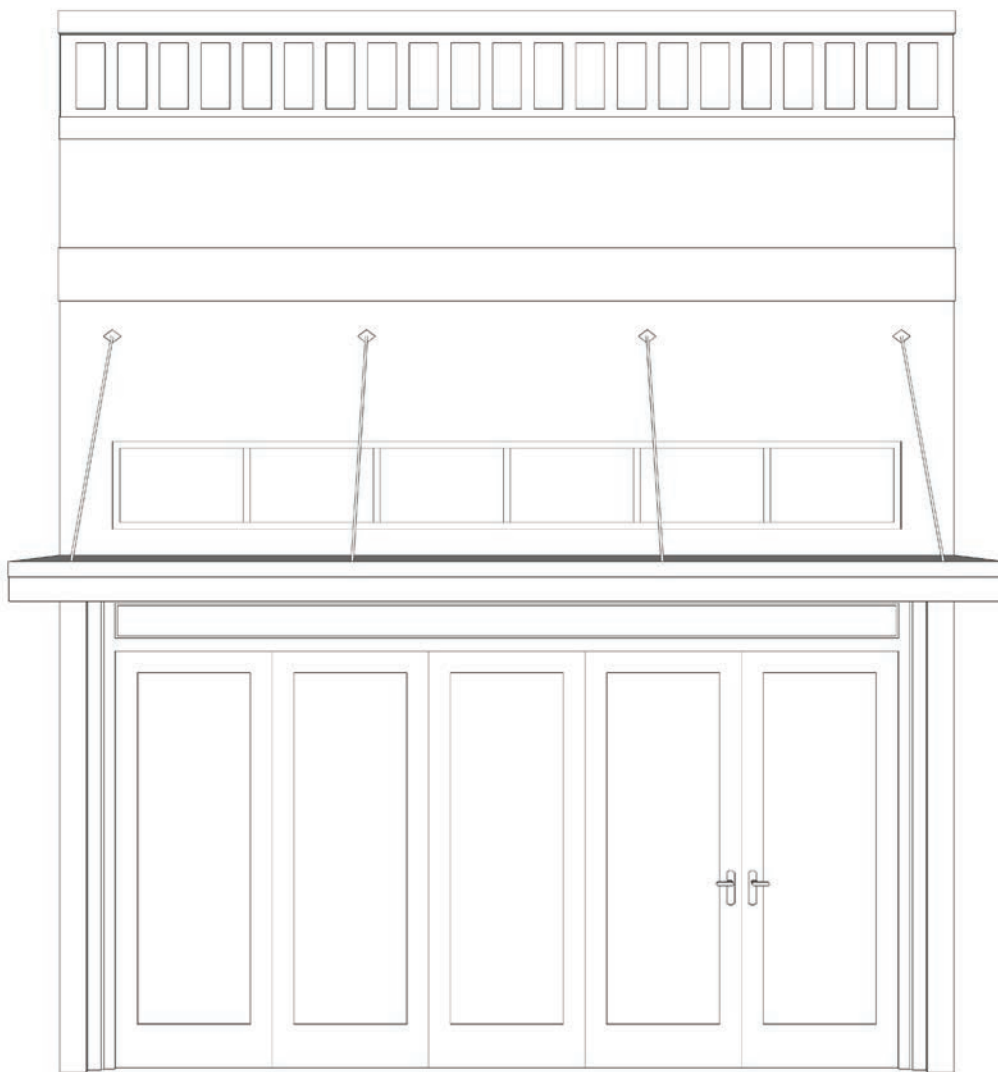
The historic pictures from 1900 & 1943 appear to show the presence of cast iron columns going from the top of the transom windows to the ground level, which indicates that the store front was aligned with the sidewalk. In the years in between these two pictures some changes could have happened below the canopy area that aren't visible because of the image resolution. For instance, a new recessed entrance and the addition of big display windows. Also, a new sign at the edge of the canopy is noticeable.

In the 1964 picture modifications to the top area are visible, transom windows were covered, and the original sign was removed. The cornice detail is still visible.

The business kept evolving throughout the following decades. At some point the slipcover was extended to the top of the front façade, and a new canopy, sign and light fixtures were added. In more recent years the existing business has experienced its own changes, retail sales decreased while dinner sales increased. Outdoor seating started occurring organically at certain times of the day. During the pandemic customers benefited from some grocery shopping while picking up dinner. There is also a new coffee venue offered at the restaurant. All of this results in a crowded space, making it difficult to access the building.

A different entrance configuration would benefit the new needs for outdoor dining and grocery shopping. The exterior facade should return to the edge of sidewalk as a preservation and Main Street best practice as well as aid the goals of the property owner.

## DESIGN RECOMMENDATIONS



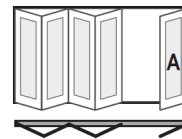
PHASE 2

- Remove stucco.
- Assess the condition of the historic brick. Repoint and fix any damage.
- Add new transom windows.

PHASE 1

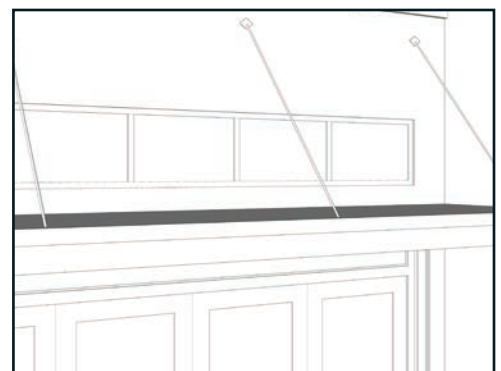
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- Replace recessed entrance with 5 Panel Bi-fold Doors.
- New structural frame required for bi-fold or multi-panel door system. Framing should be recessed and clad in decorative wood panel trim.
- A 2-3 color scheme is recommended for the Front Façade.



Phase 1 - Offers an open concept through a system of bi-folding doors. These panels provide the flexibility of folding and stacking neatly to the sides allowing for an outdoor dinner experience. The doors also allow to operate as regular doors when needed in cold weather season. The existing stucco is removed exposing the historic brick at the sides. Like most commercial buildings found in Main Street, brick is expected to be behind the slipcover. A 2 or 3 color scheme is recommended for the Front Façade. It is key to pay close attention to details on the frames and trims as well as the recessed areas that help transition from one material to another to maintain the historic character of the building.

Phase 2- The existing stucco is removed exposing the historic brick. Like most commercial buildings found in Main Street, brick is expected to be behind the slipcover. The current state of the brick will inform the treatment for the façade. (See attached design guides).



Frames, trims and recessed details on Front Façade

## NOT FOR REGULATORY APPROVAL

The purpose of this report is to provide preservation recommendations, conceptual ideas, and schematic designs for projects. The Main Street Staff works with business and property owners to provide guidance that meet their objectives, while still respecting the historic building and context. For official tax credit review, a separate process must be followed and may involve modified design plans to meet the criteria. Prior to making any improvements to the building façade(s) of an existing structure, the building owner should perform a thorough review of the major structural components including the roof, walls, and foundation. All mechanical and electrical systems should be well maintained in conformity with applicable codes and ordinances. Building uses and interior arrangements of program spaces should also be in conformity with applicable codes and ordinances, and remain subject to all applicable regulatory review by building officials having jurisdiction.

In addition, the Texas Main Street Staff highly recommends working with an architect, engineer, and other professionals to complete most projects. They can manage the project and work through the complexities of code requirements and constraints of the existing building. If questions arise or additional designs are needed, please contact your local Main Street Manager for assistance. Please note that the designs and recommendations provided do not guarantee approval for the tax credit application, if applicable. Conceptual designs included in this document do not constitute regulatory approval of any kind, including but not limited to the local building permit and development process and Texas Accessibility Standards as applicable.

Report prepared by Jamie Crawley, AIA, NCARB, LEED AP BD+C of the Texas Main Street Design Staff and:



**Malena Maiz**

Project Design Specialist, Texas Main Street Program  
Community Heritage Development Division  
P.O. Box 12276, Austin, Texas, 78711-2276  
Phone: +1 512 463 9129

107 W. Hickory Street | Denton, Texas | June 2022

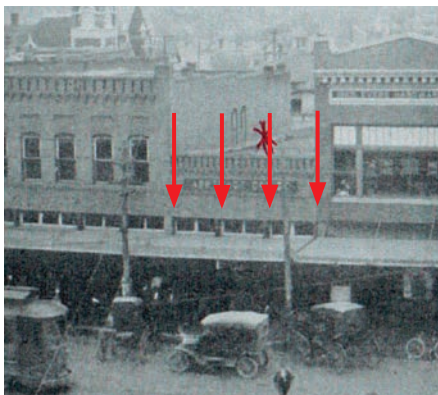
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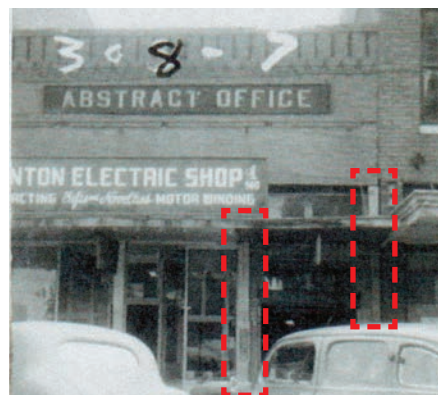


CURRENT FRONT FAÇADE

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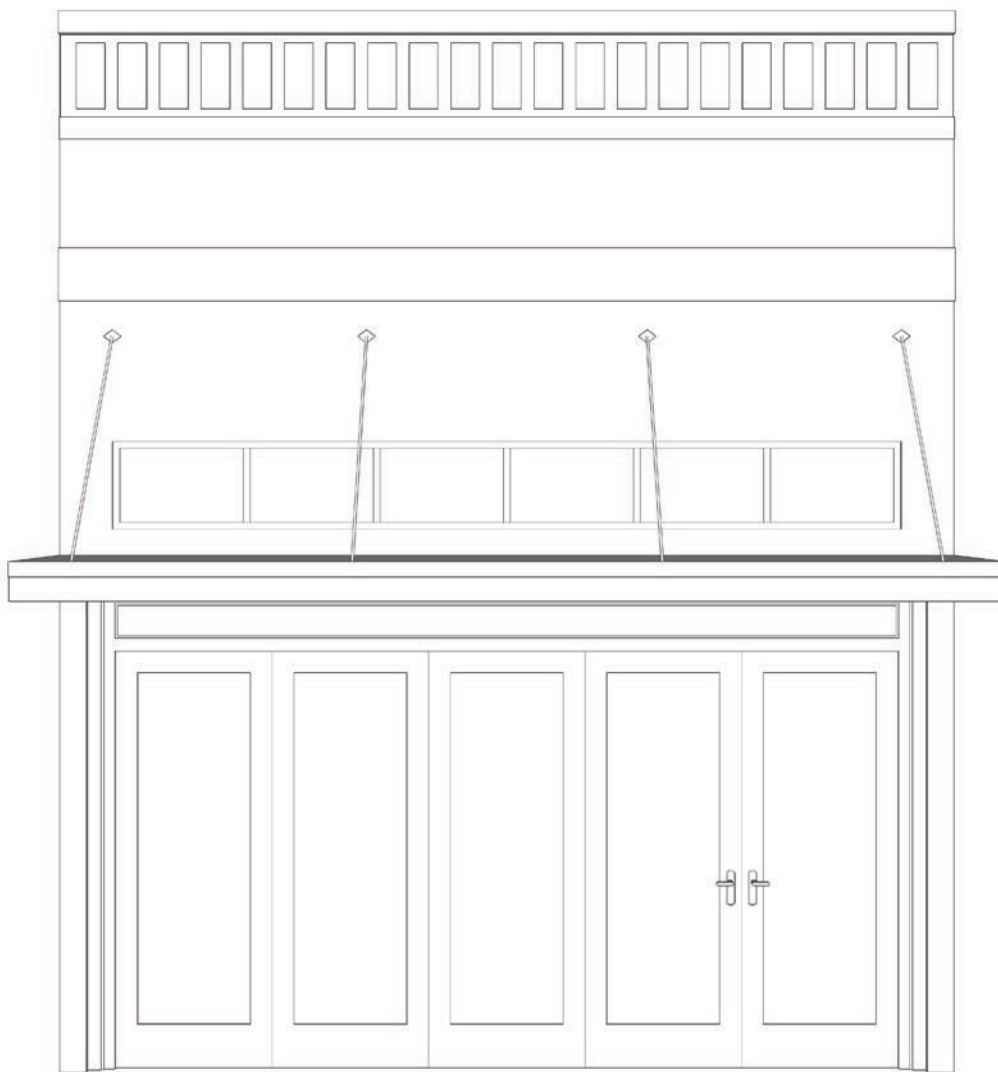
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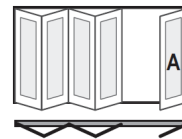
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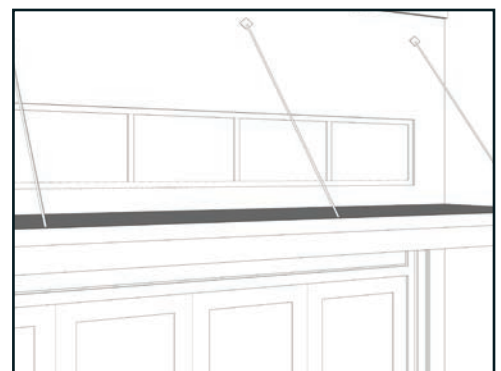
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## NOT FOR REGULATORY APPROVAL

The purpose of this report is to provide preservation recommendations, conceptual ideas, and schematic designs for projects. The Main Street Staff works with business and property owners to provide guidance that meet their objectives, while still respecting the historic building and context. For official tax credit review, a separate process must be followed and may involve modified design plans to meet the criteria. Prior to making any improvements to the building façade(s) of an existing structure, the building owner should perform a thorough review of the major structural components including the roof, walls, and foundation. All mechanical and electrical systems should be well maintained in conformity with applicable codes and ordinances. Building uses and interior arrangements of program spaces should also be in conformity with applicable codes and ordinances, and remain subject to all applicable regulatory review by building officials having jurisdiction.

In addition, the Texas Main Street Staff highly recommends working with an architect, engineer, and other professionals to complete most projects. They can manage the project and work through the complexities of code requirements and constraints of the existing building. If questions arise or additional designs are needed, please contact your local Main Street Manager for assistance. Please note that the designs and recommendations provided do not guarantee approval for the tax credit application, if applicable. Conceptual designs included in this document do not constitute regulatory approval of any kind, including but not limited to the local building permit and development process and Texas Accessibility Standards as applicable.

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