

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, April 02, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/remotesession>

Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.

A. NOTICE IS HEREBY GIVEN of a Workshop Session and Regular Meeting of the Corinth City Council.

B. CALL TO ORDER

C. WORKSHOP AGENDA

1. Hold a discussion on a potential design for Downtown Corinth gateway elements.
2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

D. ADJOURN WORKSHOP

E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

F. PROCLAMATIONS AND PRESENTATIONS

1. Proclamation – Child Abuse Prevention Month

G. CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

H. CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

2. Consider and act on minutes from the March 19, 2026, City Council Meeting.
3. Consider and act on the first modification to the Construction Agreement with Wilson Contractor Services, LLC for the I-35 Utility Relocation Project, extending the project completion date to December 31, 2026, and authorizing the City Manager to execute any necessary documents.
4. Consider and act on an Ordinance accepting a water line easement to serve the Arden Development, generally located at 3451 FM 2181, Corinth, TX, 76210.
5. Consider and act on an Ordinance accepting a water line easement from Denton County Electric Cooperative (CoServ), generally located within the CoServ Addition, City of Corinth.

I. PUBLIC HEARING

- 6. Conduct a Public Hearing to consider testimony and act on an ordinance on a city-initiated request to amend Subsection 3.05.16.A –Drainage and Storm Water of the Unified Development Code to establish a required conservation pool water level for retention ponds.

J. BUSINESS AGENDA

- 7. Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth and MMD Development, LLC.

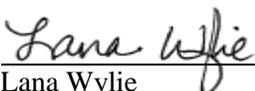
K. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

N. ADJOURN

**The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 26th day of March 2026, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	4/2/2026	Title: Work Session Item – Downtown Corinth Gateway Elements
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input checked="" type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission The Economic Development Corporation unanimously recommended approval at their regular meeting on January 5, 2026 to recommend the design that was presented for discussion on February 19, 2026.	

Item/Caption

Hold a discussion on a potential design for Downtown Corinth gateway elements.

Item Summary/Background/Prior Action

The City retained consultants MIG, Inc. for the development of Downtown Corinth branding elements, including gateway options. Funds were approved in the FY24-25 EDC budget for this project. The gateway design options developed by MIG, Inc. followed the concept of the Downtown logo approved by the City Council. Following input received by the EDC Board at the December 1, 2025 regular meeting, staff worked with MIG, Inc. to develop designs for the gateway elements. On January 5, 2025, the Corinth EDC board recommended approval of a gateway design, which was reviewed and discussed by the City Council and their February 19, 2026. Following input by the City Council at that meeting, MIG, Inc. developed revisions to the gateway element which will be presented at this meeting for further discussion.



CITY OF CORINTH Staff Report

Meeting Date:	4/2/2026	Title:	Child Abuse Prevention Month
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Proclamation – Child Abuse Prevention Month

Item Summary/Background/Prior Action

Court Appointed Special Advocates (CASA) of Denton County advocates for the best interests of children who have experienced abuse and neglect through a trained community of volunteers. April is nationally recognized as Child Abuse Prevention Month and brings awareness to organizations such as CASA who provide stability and support to children navigating the child welfare system. Their work ensures that children in these circumstances are able to find a safe, permanent home more quickly.



PROCLAMATION
Child Abuse Prevention Month 2026

- WHEREAS,** *there were 642 children affected by abuse and neglect served by CASA of Denton County in 2025; and*
- WHEREAS,** *more than 202 volunteers from Denton County work with the organization annually by giving their time to ensure safety for our community’s children; and*
- WHEREAS,** *our youngest residents need and deserve to be surrounded by love and positive relationships, while being given guidance and protection; and*
- WHEREAS,** *the City of Corinth commends the work of CASA of Denton County volunteers and staff in advocating for children during this difficult time in their lives.*

THEREFORE, BE IT RESOLVED that I, Bill Heidemann, Mayor of the City of Corinth, and on behalf of the Corinth City Council, do hereby recognize the month of **April 2026** as:

“Child Abuse Prevention Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal to be affixed, this the 2nd day of April, 2026.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH Staff Report

Meeting Date:	4/2/2026	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the March 19, 2026, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION – MINUTES

Thursday, March 19, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/city-council/page/city-council-workshop-and-regular-session-124>

STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH

On this, the 19th day of March 2026, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members:

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- Lindsey Rayl, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

Staff Members Present:

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, City Attorney
- Chad Thiessen, Fire Chief
- Wendell Mitchell, Police Chief
- Lee Ann Bunselmeyer, Director of Finance, Communications & Strategic Services
- Dawn Taylor, Assistant Finance Director
- Linda Thoms, Accounting Manager
- Ken Stice, Controller
- Glenn Barker, Director of Public Works
- Melissa Dailey, Director of Community & Economic Development
- Brenton Copeland, Chief Technology Officer
- Scott Miller, Technology Systems Specialist I

CALL TO ORDER

Mayor Heidemann called the Workshop Session to order at 5:45 P.M.

WORKSHOP AGENDA

1. Receive a presentation and hold a discussion regarding the scheduled purchase and delivery of fire apparatus.
The item was presented and discussed.

2. Receive a report and hold a discussion on a one-year review period, and provide staff directions regarding renewing a service agreement with Flock Safety.

The item was presented and discussed.

3. Receive a presentation, hold a discussion, and give staff direction on the cost of service and rate design study for the City's Stormwater utility.

The item was presented and discussed.

4. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

No items for the Regular Meeting Agenda were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:35 P.M. and immediately convened into Executive Session.

EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

- a. 5700 block of I-35E.

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

Mayor Heidemann recessed the Executive Session at 6:54 P.M.

No action was taken.

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

Mayor Heidemann called the Regular Meeting to order at 6:59 P.M.

CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

No citizens spoke during Citizen Comments.

CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on minutes from the March 5, 2026, City Council Meeting.
2. Consider and act on the Investment policy for the City of Corinth, Economic Development Corporation, Fire Control, Prevention and Emergency Services District and the Crime Control & Prevention District.

Motion made by Mayor Pro Tem Burke: I move to approve. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

BUSINESS AGENDA

3. Hold a presentation, discuss and take appropriate action to accept the annual external audit and the Annual Comprehensive Financial Report presented by Eide Bailly, LLP.

Motion made by Council Member Garber: I move to approve the Annual Comprehensive Financial Report (ACFR) and authorize its filing with the City Secretary. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

4. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services to allocate funds necessary for facility improvements; and providing an effective date.

Motion made by Council Member Garber: I move to approve Ordinance No. 26-03-19-08 amending the fiscal year 2025-2026 Annual Budget for facility improvements in the amount of \$343,045. Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

5. Consider and act on Contract 2026-1023 with Palomar Modular Buildings, LLC, through The Interlocal Purchasing System (TIPS) Cooperative Contract #230902, for the purchase and installation of a 42' x 72' modular office building for Public Works staff in the amount not to exceed \$294,689 and authorize the City Manager to execute any necessary documents.

Motion made by Mayor Pro Tem Burke: I move to approve Contract 2026-1023 with Palomar Modular Buildings, LLC, in the amount not to exceed \$294,689 for the purchase and installation of a modular office building for Public Works operations, with an expiration date of December 31, 2026, utilizing The Interlocal Purchasing System (TIPS) contract #230902, and authorize the City Manager to execute the necessary documents. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance

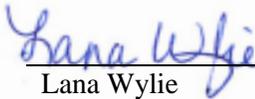
with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

Mayor Pro Tem Burke
Council Member Rayl
Council Member Henderson
Council Member Pickens
City Manager Campbell
Mayor Heidemann

ADJOURN

Mayor Heidemann adjourned the meeting at 7:18 P.M.

Approved by the Council on the _____ day of _____ 2026.



Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH
Staff Report

Meeting Date:	4/2/2026	Title:	Contract Wilson Construction Modification
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on the first modification to the Construction Agreement with Wilson Contractor Services, LLC for the I-35 Utility Relocation Project, extending the project completion date to December 31, 2026, and authorizing the City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

On May 29, 2025, the City Council approved a Construction Agreement with Wilson Contractor Services, LLC for the I-35 Utility Relocation Project associated with the TxDOT widening of IH-35 from Riverview Drive to Corinth Parkway.

The project involves relocation of public utilities to accommodate TxDOT’s roadway improvements within the project corridor.

Due to delays caused by other utilities within the TxDOT right of way, the contractor has been unable to commence and complete the work within the original contract timeline, which required completion by December 31, 2025.

To accommodate these delays, staff is requesting approval of a contract modification to extend the project completion deadline.

The First Modification to the Agreement includes the following key provisions:

- Extends the project completion deadline to December 31, 2026
- Requires the contractor to begin work within 10 calendar days of Notice to Proceed from TxDOT
- Maintains all existing contract terms not specifically amended
- Requires all performance bonds and insurance to remain in effect through the extended term
- Retains liquidated damages provisions in accordance with NCTCOG specifications

Financial Impact

No changes are proposed to the contract amount.

Staff Recommendation/Motion

Staff recommends approval of the First Modification to the Construction Agreement with Wilson Contractor Services, LLC to extend the project completion date to December 31, 2026 and authorize the City Manager to execute any necessary documents.

FIRST MODIFICATION TO AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

This First Modification (the “Modification”) to the Construction Agreement by and between the City of Corinth Texas, a home rule municipality (“Owner”), and Wilson Contractor Services, LLC, a Texas Limited Liability Company (“Contractor”) for the I-35 Utility Relocation Project (the “Agreement”) is entered into by Owner and Contractor, each of which is also individually referred to as a “Party” and collectively as the “Parties”

Whereas, the Parties entered into the Agreement on May 29, 2025 (date); and

Whereas, Article III of the Agreement provided that work was to be completed no later than December 31, 2025; however, due to delays by TxDot, Contractor has been unable to commence and complete the work within the time frame required by the Agreement; and

Whereas, the Parties have agreed to extend the time for completion of the Project provided in Article III of the Agreement through the adoption of this Modification, and all other terms of the Agreement not expressly amended hereby shall remain in full force and effect; and

For and in consideration of the covenants and agreements contained herein and the recitals set forth above and incorporated herein, the Owner and Contractor agree as follows:

**I.
Modification to Article III.**

Sections 3.1 and 3.2 of Article III, Time of Commencement; Time of Completion; Liquidated Damages shall each be amended to be and read in its entirety as follows, and all other terms and provisions of Article III not expressly amended in this Modification shall remain in full force and effect:

ARTICLE III. TIME OF COMMENCEMENT; TIME OF COMPLETION; LIQUIDATED DAMAGES

3.1 Contractor shall commence work within ten (10) calendar days after receiving from City a written notice to proceed or work order. Contractor agrees and covenants that all work hereunder for widening of IH35 by TxDOT from Riverview Drive to Corinth Parkway in Corinth, Texas, and public utilities will be relocated to the edge of proposed right-of-way inside the TxDOT right-of-way shall be completed no later than **December 31, 2026**, following written notice to proceed. The Contractor shall perform and complete all the items of work listed and referred to in the Contract Documents no later than by **December 31, 2026**. The Contractor shall perform work continuously throughout the duration of the Project. It is further agreed by the Parties that all

insurance and bonds required for the Project under this Agreement, including without limitation, Performance Bond #1001231316 and Payment Bond #1001231316 shall remain in full force and effect during the term of the Agreement as extended by this Modification, and Contractor shall take all necessary actions to ensure the effectiveness and extension of such bonds and insurance required by the Contract Documents identified in Article II. Contractor shall provide written documentation of compliance with Section upon execution of this First Modification to the Agreement.

3.2 The Parties acknowledge that adherence by Contractor to the completion schedule set forth herein is essential to this Agreement. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to complete in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of liquidated damages based upon the total amount of the contract in accordance with the standards set forth in Section 108.8 of the NCTCOG Specifications shall be due for each day that completion is overdue. Such damages are reasonable and just compensation for breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Modification in duplicate and on the _____ day of _____, 2026. All portions of the Contract Documents have been signed or identified by the Owner and Contractor.

CONTRACTOR:

BY: _____
Anthony "Tony" Martinez, President
Wilson Contractor Services LLC

CITY OF CORINTH, TEXAS (OWNER):

BY: _____
Mayor Bill Heidemann
City of Corinth, Texas

APPROVED AS TO FORM:

City Attorney, Patricia Adams

ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026,
by _____, on behalf of such entity.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by **BILL HEIDEMANN, MAYOR** of the **CITY OF CORINTH, TEXAS**, a Home Rule Municipality, on behalf of such municipal corporation.

Notary Public, State of Texas



CITY OF CORINTH Staff Report

Meeting Date:	4/2/2026	Title:	Easement Arden Development Water
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Ordinance accepting a water line easement to serve the Arden Development, generally located at 3451 FM 2181, Corinth, TX, 76210.

Item Summary/Background/Prior Action

The Arden Development is an existing multifamily residential property located at 3451 FM2181. During construction of the project, the public water line was installed in a field-adjusted alignment to accommodate existing constraints, including a UTRWD transmission line and the on-site detention pond.

As a result of these necessary adjustments, a portion of the installed public water line was not located within a dedicated easement as reflected on the approved plat. The developer has submitted an easement dedication as a separate instrument to formalize access for the existing public water infrastructure. This easement will allow the City to operate, maintain, repair, and replace the water line in its current location.

Financial Impact

N/A

Staff Recommendation/Motion

Staff recommends approval of the ordinance granting the water line easement for the existing public water line serving the Arden Development.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT WATER MAIN EASEMENT AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS PROPERTY OWNED BY PECOS HOUSING FINANCE CORPORATION AND DESCRIBED AS H. H. SWISHER SURVEY, ABSTRACT NO. 1220, RECORDED IN DOCUMENT NO 2024-72 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

WHEREAS, Pecos Housing Finance Corporation, (the “Property Owner”) is the owner of an approximate 11.58 acre tract of land, H. H. Swisher Survey, Abstract No. 1220, recorded in Document No 2024-72 of the Deed Records of Denton County, Texas (the “Property”); and

WHEREAS, the Property Owner has executed a “Water Main Easement”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive 0.014 Acre Water Main Easement, containing an approximate 599 square feet, in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit “A”** (the “Water Main Easement”); and

WHEREAS, the City desires to accept the Water Main Easement in accordance with the grant of that conveyance as set forth in **Exhibit “A”**; and

WHEREAS, the City Council has determined that acceptance of the Water Main Easement is necessary for the maintenance of public infrastructure and serves the public health, safety and welfare;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

**SECTION 1.
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Water Main Easement, described and depicted in **Exhibit “A”** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit “A”**.

**SECTION 3.
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 2nd day of April, 2026.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
WATER MAIN EASEMENT
(Water Main Easement)

**EXHIBIT "A"
WATER EASEMENT**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF KAUFMAN §**

**CITY OF CORINTH
WATER FACILITY EASEMENT**

DATE: April 2, 2026

GRANTOR: PECOS HOUSING FINANCE CORPORATION

GRANTOR'S MAILING ADDRESS (including County):
21500 BISCAYNE BLVD.
AVENTURA, MIAMI-DADE, FL 33180

GRANTEE: CITY OF CORINTH

GRANTEE'S MAILING ADDRESS (including County):
3300 CORINTH PARKWAY
CORINTH, DENTON COUNTY, TX 76210

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Being an approximate 11.58 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, City of Corinth, Denton County, Texas, described as Lot 17R, Block 1, Pinnell Subdivision, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument No. 2024-72, Plat Records, Denton County, Texas.

EASEMENT PROPERTY: An approximate 0.014 acre (599 Square Foot) tract of land being a portion of the H.H. Swisher Survey, Abstract No. 1220, City of Corinth, Denton County, Texas, described as Lot 17R, Block 1, Pinnell Subdivision, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument No. 2024-72, Plat Records, Denton County, Texas, described and depicted in Exhibit "A" hereto.

Grantor, for the Consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a

permanent water main facility, hereafter referred to as "Facility" over, under and upon the Easement Property. The Facility includes all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, manhole vents, lateral line connections, valves, pipelines, water meters, junction boxes in, upon, under and across a portion of the Easement Property as more fully described and depicted in Exhibit "A", Water Main Easement, attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter Easement Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility.

In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures under, upon or over the Easement Property. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

TO HAVE AND TO HOLD the above-described Easement Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successor and assigns to warrant and forever defend all and singular the Easement Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR: PECOS HOUSING FINANCE CORPORATION

ACCEPTED BY GRANTEE: City of Corinth

By: _____

Bill Heidemann, Mayor

GRANTEE ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF CORINTH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bill Heidemann, Mayor of the City of Corinth, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Corinth and that he/she executed the same as the act of the City of Corinth for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

EXHIBIT "A"

LEGAL LAND DESCRIPTION

WATER EASEMENT

BEING a portion of that certain tract of land situated in the H. H. Swisher Survey, Abstract No. 1220, City of Corinth, Denton County, Texas, described as Lot 17R, Block 1, Pinnell Subdivision (hereinafter referred to as Lot 17R), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2024-72, Plat Records, Denton County, Texas (P.R.D.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a 1/2 inch iron rod with plastic cap found in the north right-of-way line of F.M. Road 2181, also known as Swisher Road (variable width right-of-way), as recorded in Instrument Number 2016-29347, O.P.R.D.C.T., said point being the southeast corner of said Lot 17R, and the southwest corner of that certain tract of land described as Lot 1R-1, Block One, Pinnell Subdivision (hereinafter referred to as Lot 1R-1), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2016-56, P.R.D.C.T.;

THENCE South 89 degrees 24 minutes 37 seconds West with the common line between said Lot 17R and said north right-of-way line of F.M. Road 2181, a distance of 24.22 feet to the **PLACE OF BEGINNING**;

THENCE South 89 degrees 24 minutes 37 seconds West, continuing with the common line between said Lot 17R and said north right-of-way line of F.M. Road 2181, a distance of 17.30 feet to a point for corner;

THENCE crossing said Lot 17R for the following **4** courses:

- 1.** North 21 degrees 45 minutes 02 seconds East to a westerly line of a called 16' Water Easement, as recorded in Instrument Number 2024-72, P.R.D.C.T., a distance of 56.10 feet to a point for corner;
- 2.** South 45 degrees 05 minutes 21 seconds East, with the said westerly line of 16' Water Easement, a distance of 2.38 feet to a point for corner;
- 3.** South 00 degrees 36 minutes 32 seconds East, continuing with said westerly line of 16' Water Easement, a distance of 36.30 feet to a point for corner;
- 4.** South 21 degrees 45 minutes 02 seconds West, departing the said westerly line of 16' Water Easement, a distance of 15.02 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 599 square feet (0.014 acre) of land.

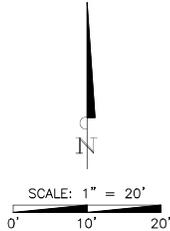
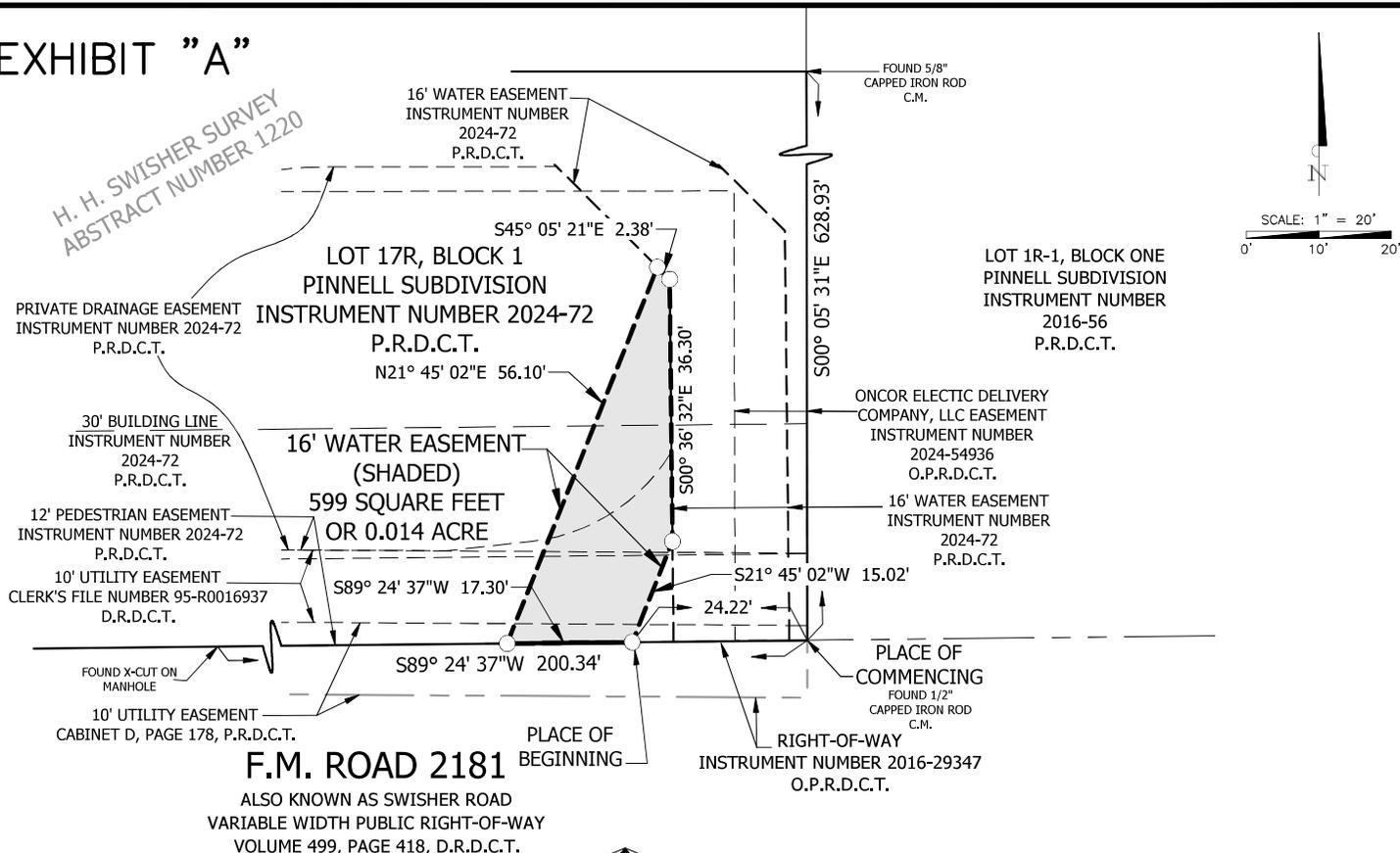
Project No. 9094-22-001 | Date: 3/13/2026 | Page 1 of 2 | Drawn by: SA | Checked by: MP

WATER EASEMENT EXHIBIT
 PORTION OF LOT 17R, BLOCK 1, PINNELL SUBDIVISION
 BEING SITUATED IN THE
 H. H. SWISHER SURVEY, ABSTRACT NO. 1220
 CITY OF CORINTH, DENTON COUNTY, TEXAS

BANNISTER
ENGINEERING
 240 North Mitchell Road | Mansfield, Texas 76063 | 817.842.2094 | 817.842.2095 fax
 TBPELS REGISTRATION NUMBER 10193823

© Copyri 24

EXHIBIT "A"



LEGEND

- DIMENSION POINT, NOTHING FOUND OR SET UNLESS NOTED OTHERWISE
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- C.M. CONTROLLING MONUMENT

Project No. 9094-22-001 Date: 3/13/2026 Page 2 of 2 Drawn By: SA Checked By: MP

WATER EASEMENT EXHIBIT
 PORTION OF LOT 17R, BLOCK 1, PINNELL SUBDIVISION
 BEING SITUATED IN THE
 H. H. SWISHER SURVEY, ABSTRACT NO. 1220
 CITY OF CORINTH, DENTON COUNTY, TEXAS



GENERAL NOTES:

1. All bearings shown herein are Texas Coordinate System, NAD83 (2011), Texas North Central Zone (4202). All distances shown herein are surface distances.

BANNISTER ENGINEERING
 240 North Mitchell Road | Mansfield, Texas 76063 | 817.842.2094 | 817.842.2095 fax
 TBPELS REGISTRATION NUMBER 10193823
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B:\Clients\9000 (Misc Projects)\9094 (Landmark Companies, LLC)\9094-22-001 (Legacy at Corinth)\Survey\Survey Docs\9094-22-001\3/2026\831813.dwg AM



CITY OF CORINTH
Staff Report

Meeting Date:	4/2/2026	Title: Easement CoServ Development Water
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an Ordinance accepting a water line easement from Denton County Electric Cooperative (CoServ), generally located within the CoServ Addition, City of Corinth.

Item Summary/Background/Prior Action

Denton County Electric Cooperative (CoServ) has granted a water line easement to the City of Corinth for the purpose of installing, operating, and maintaining public water infrastructure within their property.

The easement consists of approximately 0.050 acres (2,215 square feet) and is defined as a 16-foot-wide water line easement located within the T. White Survey, Abstract No. 1375, City of Corinth, Denton County, Texas. The easement is divided into three tracts to accommodate the alignment of the proposed water line improvements.

Financial Impact

N/A

Staff Recommendation/Motion

Staff recommends approval of the ordinance accepting the water line easement from Denton County Electric Cooperative (CoServ).

**CITY OF CORINTH, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT WATER MAIN EASEMENT AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS PROPERTY OWNED BY DENTON COUNTY ELEC COOP AND DESCRIBED AS THE T. WHITE SURVEY, ABSTRACT NO. 1375, CITY OF CORINTH, DENTON COUNTY, TEXAS, BEING PART OF LOT 2R, COSERV ADDITION, RECORDED IN DOCUMENT NUMBER 2017-321 PLAT RECORDS, DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

WHEREAS, Denton County Elec Coop, (the “Property Owner”) is the owner of three tracts of land located in the T. White Survey, Abstract No. 1375, City of Corinth, Denton County, Texas, being part of lot 2R, Coserv Addition, recorded in Document Number 2017-321 Plat Records, Denton County, Texas (the “Property”); and

WHEREAS, the Property Owner has executed a “Water Main Easement”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive Water Main Easement, located upon three tracts with Tract 1 containing approximately 0.022 acres (977 square feet), Tract 2 containing approximately 0.014 acres (619 square feet) and Tract 3 containing approximately 0.014 acres (619 square feet), in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit “A”** and **Exhibit “B”** to the Water Main Easement (collectively the “Water Main Easement”); and

WHEREAS, the City desires to accept the Water Main Easement in accordance with the grant of that conveyance as set forth in **Exhibit “A”**; and

WHEREAS, the City Council has determined that acceptance of the Water Main Easement is necessary for the maintenance of public infrastructure and serves the public health, safety and welfare;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

**SECTION 1.
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Water Main Easement, described and depicted in **Exhibit “A”** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit “A”**.

**SECTION 3.
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 2nd day of April, 2026.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
WATER MAIN EASEMENT
(Water Main Easement)

**Exhibit "A" to Water Main Easement
Legal Description (Tract 1, Tract 2 and Tract 3)**

Exhibit “B”
Water Line Easement Depiction

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Engineering Department
3300 Corinth Parkway Corinth,
Texas 76208

WATER LINE EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS: COUNTY OF DENTON

That Denton County Elec Coop ("Grantors"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the *CITY OF CORINTH, TEXAS*, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee an exclusive easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, inspect, remove and perpetually maintain the force main facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, under, upon and across certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). The parties agree that as part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Water Line Easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the perpetual right and privilege of ingress and egress at all times on, over, through and below the ground level of the Easement Property for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, inspecting, relocating, altering, removing and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to access, construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns shall have, and are hereby granted, the right of ingress and egress

over that portion of the Grantor's adjacent property within 16 feet of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Water Line Easement").

Grantee will at all times after doing any work in connection with the construction operation to repair the Facilities, restore the surface of the Water Line Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable given the scope and nature of the work, except that Grantee shall not be required to restore, repair, or replace trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure of or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns. It is further intended that the Water Line Easement herein granted to the Grantee shall run with the land and forever be a right in and to the land belonging to Grantors, and Grantors' successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in Grantors' chain of title. The Water Line, rights and privileges granted therein are exclusive, and Grantors covenant that it will not convey any other easement or conflicting rights within the area covered by the grant provided in the easement to any other person or entity.

EXECUTED on the dates appearing in the acknowledgements below, however, to be

effective on this ____ day of _____ 2026.

Denton County Elec Coop

(Print)

AGREED AND ACCEPTED:

(Sign)

CITY OF CORINTH

ATTEST:

_____, City Manager

_____, City Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this ____ day of _____, 2026.

Notary Public - State of Texas
My Commission Expires _____

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this _____ day of _____, 2026.

Notary Public - State of Texas

My Commission Expires _____

LEGAL DESCRIPTION
TRACT 1
0.022 ACRES (977 sf)

BEING all that certain lot, tract or parcel of land, situated in the T. White Survey, Abstract Number 1375, City of Corinth, Denton County, Texas, being part of Lot 2R, Coserv addition, an addition to the City of Corinth, according to the plat thereof, recorded in Document Number 2017-321, Plat Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" rebar found at the southeast corner of said Lot 2R, same being the southwest corner of Lot 1, Coserv Addition, an addition to the City of Corinth, according to the plat thereof, recorded in Document Number 2012-201, Plat Records, Denton County, Texas, being in the north line of Interstate Highway 35E, and being in the north line of a certain tract of land, described by deed to the State of Texas, recorded in Volume 442, Page 669, Real Property Records, Denton County, Texas;

THENCE N 49°11'57" E, with the southeast line of said Lot 2R, same being the northwest line of said Lot 1, passing at a distance of 16.87 feet, a TxDOT Monument found, continuing a total distance of 784.66 feet to the POINT OF BEGINNING of the herein described tract of land;

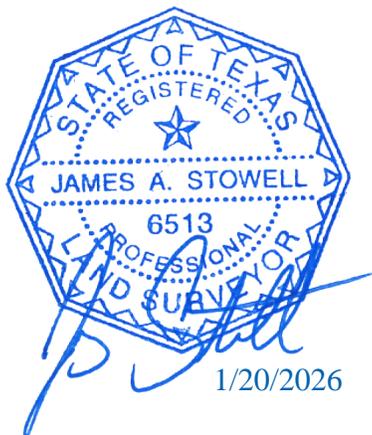
THENCE N 40°48'03" W, a distance of 61.38 feet to the southeast line of a certain 16' Water Line Easement, according to the plat of Coserv Addition, recorded in Cabinet Q, Page 343, Plat Records, Denton County, Texas;

THENCE N 49°11'57" E, with the southeast line of said Easement, a distance of 11.10 feet;

THENCE N 71°41'56" E, with the southeast line of said Easement, a distance of 5.31 feet;

THENCE S 40°48'03" E, a distance of 59.35 feet to the southeast line of said Lot 2R, same being the northwest line of said Lot 1, from which a "+" found in concrete at the northwest corner of said Lot 1 bears N 49°11'57" E, 508.96 feet;

THENCE S 49°11'57" W, with the southeast line of said Lot 2R, and the northwest line of said Lot 1, a distance of 16.00 feet to the POINT OF BEGINNING and containing approximately 0.022 acres (977 sf) of land.



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The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPELS FIRM #
PE:19762 RPLS: 10194440
www.mcadamsco.com

EXHIBIT "A"
16' WATER LINE EASEMENT
0.050 TOTAL ACRES (2215 sf)
T. WHITE SURVEY, ABSTRACT NO. 1375
CITY OF CORINTH, DENTON COUNTY, TEXAS

PROJECT NO. CSV23001
CHECKED BY JS
DRAWN BY BC
SCALE NTS
DATE 12.16.2025

LEGAL DESCRIPTION
TRACT 2
0.014 ACRES (619 sf)

BEING all that certain lot, tract or parcel of land, situated in the T. White Survey, Abstract Number 1375, City of Corinth, Denton County, Texas, being part of Lot 2R, Coserv addition, an addition to the City of Corinth, according to the plat thereof, recorded in Document Number 2017-321, Plat Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" rebar found at the southeast corner of said Lot 2R, same being the southwest corner of Lot 1, Coserv Addition, an addition to the City of Corinth, according to the plat thereof, recorded in Document Number 2012-201, Plat Records, Denton County, Texas, being in the north line of Interstate Highway 35E, and being in the north line of a certain tract of land, described by deed to the State of Texas, recorded in Volume 442, Page 669, Real Property Records, Denton County, Texas;

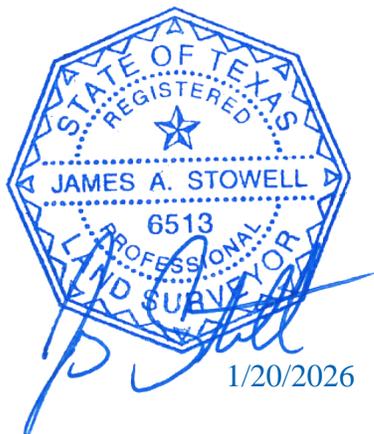
THENCE N 49°11'57" E, with the southeast line of said Lot 2R, same being the northwest line of said Lot 1, passing at a distance of 16.87 feet, a TxDOT Monument found, continuing a total distance of 956.71 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE N 40°48'03" W, a distance of 38.67 feet to the southeast line of a certain 16' Water Line Easement, according to the plat of Coserv Addition, recorded in Cabinet Q, Page 343, Plat Records, Denton County, Texas;

THENCE N 49°11'57" E, with the southeast line of said Easement, a distance of 16.00 feet;

THENCE S 40°48'03" E, a distance of 38.67 feet to the southeast line of said Lot 2R, same being the northwest line of said Lot 1, from which a "+" found in concrete at the northwest corner of said Lot 1 bears N 49°11'57" E, 336.90 feet;

THENCE S 49°11'57" W, with the southeast line of said Lot 2R, and the northwest line of said Lot 1, a distance of 16.00 feet to the POINT OF BEGINNING and containing approximately 0.014 acres (619 sf) of land.



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4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
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PE:19762 RPLS: 10194440
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EXHIBIT "A"
16' WATER LINE EASEMENT
0.050 TOTAL ACRES (2215 sf)
T. WHITE SURVEY, ABSTRACT NO. 1375
CITY OF CORINTH, DENTON COUNTY, TEXAS

PROJECT NO. CSV23001
CHECKED BY JS
DRAWN BY BC
SCALE NTS
DATE 12.16.2025

LEGAL DESCRIPTION
TRACT 3
0.014 ACRES (619 sf)

BEING all that certain lot, tract or parcel of land, situated in the T. White Survey, Abstract Number 1375, City of Corinth, Denton County, Texas, being part of Lot 2R, Coserv addition, an addition to the City of Corinth, according to the plat thereof, recorded in Document Number 2017-321, Plat Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" rebar found at the southeast corner of said Lot 2R, same being the southwest corner of Lot 1, Coserv Addition, an addition to the City of Corinth, according to the plat thereof, recorded in Document Number 2012-201, Plat Records, Denton County, Texas, being in the north line of Interstate Highway 35E, and being in the north line of a certain tract of land, described by deed to the State of Texas, recorded in Volume 442, Page 669, Real Property Records, Denton County, Texas;

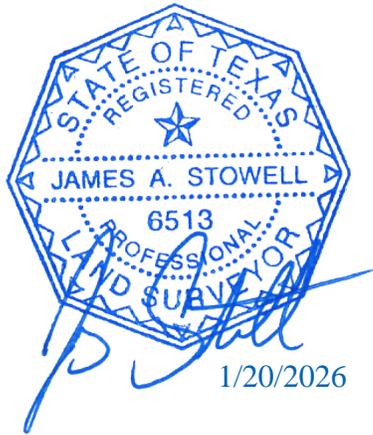
THENCE N 49°11'57" E, with the southeast line of said Lot 2R, same being the northwest line of said Lot 1, passing at a distance of 16.87 feet, a TxDOT Monument found, continuing a total distance of 1,170.80 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE N 40°48'03" W, a distance of 38.67 feet to the southeast line of a certain 16' Water Line Easement, according to the plat of Coserv Addition, recorded in Cabinet Q, Page 343, Plat Records, Denton County, Texas;

THENCE N 49°11'57" E, with the southeast line of said Easement, a distance of 16.00 feet;

THENCE S 40°48'03" E, a distance of 38.67 feet to the southeast line of said Lot 2R, same being the northwest line of said Lot 1, from which a "+" found in concrete at the northwest corner of said Lot 1 bears N 49°11'57" E, 122.82 feet;

THENCE S 49°11'57" W, with the southeast line of said Lot 2R, and the northwest line of said Lot 1, a distance of 16.00 feet to the POINT OF BEGINNING and containing approximately 0.014 acres (619 sf) of land.



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EXHIBIT "A"
16' WATER LINE EASEMENT
0.050 TOTAL ACRES (2215 sf)
T. WHITE SURVEY, ABSTRACT NO. 1375
CITY OF CORINTH, DENTON COUNTY, TEXAS

PROJECT NO. CSV23001
CHECKED BY JS
DRAWN BY BC
SCALE NTS
DATE 12.16.2025

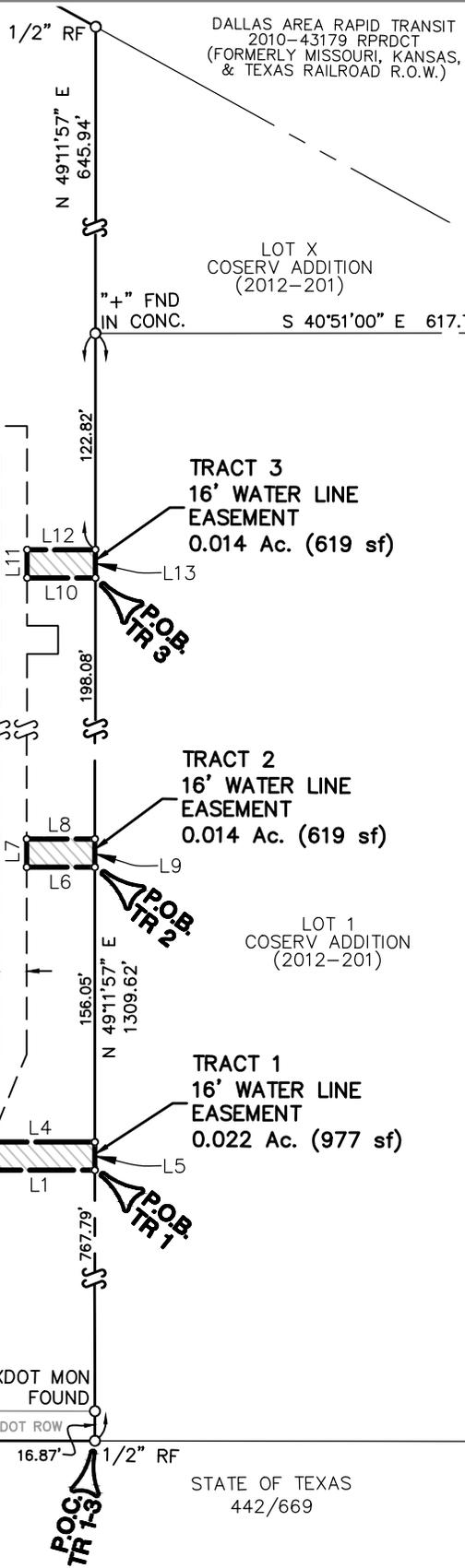
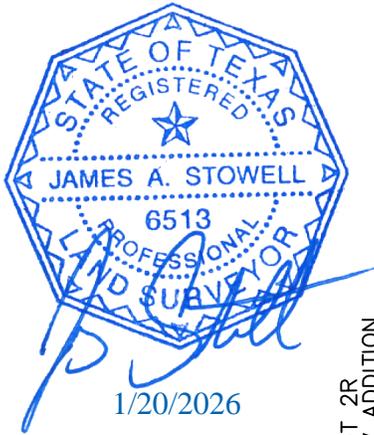


LEGEND

- RF = REBAR FOUND
- CRS = CAPPED REBAR SET
- CRF = CAPPED REBAR FOUND
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- TR = TRACT

NOTES:

1. Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.



LOT 2R
COSERV ADDITION
(2017-321)

LOT X
COSERV ADDITION
(2012-201)

LOT 1
COSERV ADDITION
(2012-201)

LOT 1R BLOCK A
COSERV FLEX ADDITION
(2019-504)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 40°48'03" W	61.38'
L2	N 49°11'57" E	11.10'
L3	N 71°41'56" E	5.31'
L4	S 40°48'03" E	59.35'
L5	S 49°11'57" W	16.00'
L6	N 40°48'03" W	38.67'
L7	N 49°11'57" E	16.00'
L8	S 40°48'03" E	38.67'
L9	S 49°11'57" W	16.00'
L10	N 40°48'03" W	38.67'
L11	N 49°11'57" E	16.00'
L12	S 40°48'03" E	38.67'
L13	S 49°11'57" W	16.00'

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EXHIBIT "B"
16' WATER LINE EASEMENT
0.050 TOTAL ACRES (2215 sf)
T. WHITE SURVEY, ABSTRACT NO. 1375
CITY OF CORINTH, DENTON COUNTY, TEXAS

PROJECT NO. CSV23001
CHECKED BY JS
DRAWN BY BC
SCALE 1"=100'
DATE 12.16.20



CITY OF CORINTH
Staff Report

Meeting Date:	4/2/2026	Title:	UDC Text Amendment -Retention Pond Water Level– ZTA26-0008
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission At the regular meeting on February 23, 2026, the Planning & Zoning Commission tabled this item to the March 23rd 2026 meeting. The City Council continued this item at the March 5, 2026 meeting to the April 2, 2026 meeting. The Planning & Zoning Commission recommended approval 5-0 at their regular meeting on March 23, 2026.		

Item/Caption

Conduct a Public Hearing to consider testimony and act on an ordinance on a city-initiated request to amend Subsection 3.05.16.A –Drainage and Storm Water of the Unified Development Code to establish a required conservation pool water level for retention ponds.

Item Summary/Background/Prior Action

Retention Ponds are intended to function as long-term stormwater features with consistent performance and compatibility with surrounding land uses. While the UDC references design, construction and maintenance for retention ponds, it does not specify whether such facilities are required to maintain a consistent water level. Retentions ponds that do not hold consistent water level can detract from neighborhood character and create visual, maintenance, and safety concerns affecting nearby residential areas, open spaces, and pedestrian corridors, and may generate complaints and enforcement challenges.

At the same time, staff recognizes the importance of responsible water management. The proposed amendment establishes a conservation pool water level designed to be sustained under non drought conditions through stormwater runoff, or other approved non-potable sources.

The amendment does not require the use of potable water to maintain pond levels and does not mandate refilling during drought conditions or municipal water restrictions. Temporary reductions below the conservation pool elevation during extended dry periods will not constitute a violation, provided the pond was properly engineered.

Additionally, when water levels fall below the conservation pool elevation, irrigation withdrawals or other secondary consumptive uses must be suspended until levels are restored through natural or approved non-potable sources. Recirculating fountain or aeration systems may continue operating, provided they do not require potable water to maintain functionality.

The intent of this amendment is to ensure proper engineering design at the time of development while balancing long-term maintenance expectations and water conservation principles.

The proposed amendment clarifies the intent of the UDC by requiring retention ponds to be designed to maintain a permanent pool of water, ensuring predictable performance, improving compatibility and aligning with the comprehensive plan.

Proposed text to be added to Subsection 3.05.16.A:

- Retention ponds shall be designed and constructed to maintain a **conservation** pool water level under non drought conditions. The conservation pool shall maintain a minimum design depth of three (3) feet for minimum of fifty percent (50%) of the surface area of the pond.
- The conservation pool elevation shall be sustained primarily through stormwater runoff, or other approved non-potable sources. The use of potable water to establish or maintain the conservation pool is a violation of the City’s adopted conservation plan and shall not be required.
- During extended dry periods, drought conditions, or municipal water restrictions, temporary reductions below the conservation pool elevation shall not constitute a violation of this requirement, provided the pond was properly maintained.
- When water levels fall below the conservation pool elevation, irrigation withdrawals or other secondary consumptive uses shall be suspended until the conservation pool level is restored through natural or approved non-potable sources.
- Fountain or aeration features may continue to operate, provided they are designed as recirculating systems and do not require potable water to maintain operation.
- Director of Public works can approve modifications if required due to engineering constraints.

Public Notice

Notice of the public hearing was provided in accordance with the City Ordinance and State Law by,

- Publication in the Denton Record-Chronicle
- The Public Hearing Notice was posted on the City’s website.

Staff Recommendation

Motion

“I move to approve the UDC Text Amendment -Retention Pond Water Level– ZTA26-0008.”

Alternative Actions by the City Council

The City Council may also,

- Approve with additional stipulations
- Continue the Public Hearing and table action on the request to a definitive or non-defined date
- Deny the request



CITY OF CORINTH
Staff Report

Meeting Date:	4/2/2026	Title:	Chapter 380 Agreement Oakmount Village
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

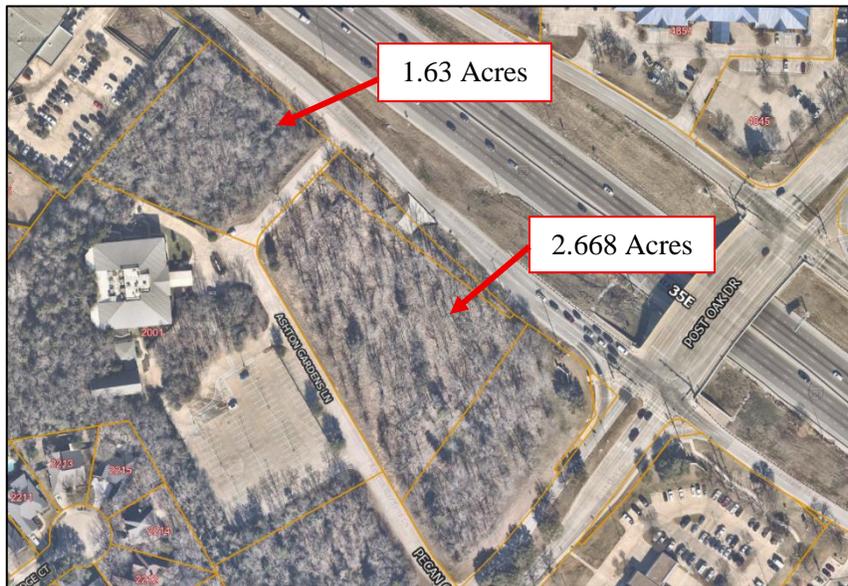
Item/Caption

Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth and MMD Development, LLC.

Item Summary/Background/Prior Action

MMD Development, LLC is the owner of two sites at the eastern intersection of I-35E & Post Oak Drive totaling approximately 4.298 acres: a 2.668-acre tract and a 1.63-acre tract. The owner intends to develop the 2.668-acre site into a commercial development consistent with the property’s PD-6 zoning, which will feature a ±14,651 multi-tenant retail building (“Oakmount Village”). The plans for this project are currently under review.

The owner has expressed the need for assistance with tree mitigation fees to move forward with the development given the substantial number of trees on the site. A request for this item previously came before Council where it was subsequently denied. The owner is now offering to donate the aforementioned 1.63-acre tract to the City in exchange for a full tree mitigation fee waiver. A full waiver for this project is estimated to be worth \$380,850 in comparison to the 2025 appraised value of \$568,022 for the 1.63-acre tract. Below is an aerial image of the properties for reference.



A Chapter 380 Economic Development Incentive Agreement is being proposed to facilitate the tree mitigation fee waiver in exchange for the property. Additional requirements for the transaction will include the owner committing to completing construction of the commercial development within three years of the Agreement's effective date and transferring the 1.63-acre tract to the City within ninety days of the Agreement's effective date. Should the owner not uphold the agreement requirements, they will be responsible for paying the waived mitigation fees.

Financial Impact

The base incentive value when considering the appraised property value of \$568,022 that the City will receive in exchange for waiving the tree mitigation fees worth \$380,850 is approximately \$187,172. The long-term financial benefit of the project, assuming a mix of tenants in the ±14,651 building, would be added sales and property tax revenues to be more accurately determined once the project is completed.

Staff Recommendation/Motion

Staff recommends approval of the Chapter 380 Economic Development Incentive Agreement between the City of Corinth and MMD Development, LLC as presented.

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Chapter 380 Economic Development Incentive Agreement (“**Agreement**”) is made by and between the City of Corinth, Texas, a home rule municipality (the “**City**”) and MMD Development, LLC, a Texas limited liability company (the “**Developer**”), acting by and through their respective authorized representatives (each a “**Party**” and collectively the “**Parties**”).

Recitals:

WHEREAS, MMD Development, LLC (the “Developer”) is the owner of two tracts of land equaling approximately 4.298 acres generally located at the northwest corner of Post Oak Drive and South Interstate Highway 35E in the City of Corinth Texas as more specifically described and depicted in **Exhibit A** hereto, (the “Property”); and

WHEREAS, the Property is comprised of two tracts of land consisting of an approximate 1.63 acre tract of land described as Pecan Creek Block A, Lot 1R1 (the “Dedication Tract”) and an approximate 2.668 acres of land described as Pecan Creek Block A, Lot 2 (the “Development Tract”); and

WHEREAS, the Developer intends to construct a new Commercial Building for multi-tenant use as more specifically described in this Agreement, and Planned Development District No. 6 Ordinance, including amendments thereto, for Commercial Use on the Development Tract in accordance with the Site Plan (the “Improvements”) as described and depicted in **Exhibit B** (the “**Site Plan**”)and

WHEREAS, the Developer intends to invest a minimum of Three Million Dollars (\$3,000,000.00) towards construction of those Improvements in accordance with the Project Plan attached as **Exhibit B** for the purpose of supporting non-residential uses consistent with the zoning and other applicable development regulations associated with the Development Tract, (the “**Project**”); and

WHEREAS, the City recognizes the significant local and regional economic impact of the Project through the provision of jobs and substantial contributions to the local sales tax revenues and property tax base; and

WHEREAS, the Developer has informed the City that a contributing factor that would induce the Developer to implement the Project would be an agreement with the City to provide an economic development grant as set forth herein; and

WHEREAS, the City desires to encourage new and expanded businesses enterprises within the City that will add employment opportunities, property tax base, and generate additional sales tax and other revenue for the City; and

WHEREAS, the Developer has agreed to convey to the City an approximate 1.63-acre tract of the Property to the City described as Pecan Creek, Block A, Lot 1R1 and depicted in

Exhibit A in consideration for the City’s provision of the economic development grant (the “Dedicated Tract”); and

WHEREAS, based upon the benefit the City will receive from the Project as a result of increased sales tax revenues generated by the Project and from the conveyance of the Dedicated Tract, and given the the City has determined it beneficial to provide a grant in the form of a Tree Mitigation Fee Waiver for the Project pursuant to the terms of this Agreement as a means of supporting implementation of the Project (the “Grant”); and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development grants set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS the City is authorized by Article III, Section 52-a of the Texas Constitution and TEX. LOC. GOV’T CODE §380.001 *et seq.* (“Chapter 380”) to provide economic development incentives for public purposes to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that providing the Tree Mitigation Credit to the Developer in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City of Corinth and its citizens, and will promote local economic development and stimulate business and commercial activity in the City in furtherance of the objectives of economic development as authorized by the Texas Constitution and Chapter 380.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

**Article I.
Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

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

“Affiliate” shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with, the Developer.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the

commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Building Final Report” shall mean the report issued by City at such time the Commercial Building on the Development Tract has successfully completed all necessary inspections required prior to tenant occupancy.

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

“City Regulations” shall mean all ordinances of the City, including the Uniform Development Code and City adopted building and construction codes, including local amendments adopted by the City Council, as well as applicable state and federal laws applicable to the Project,

“Commercial Building” shall mean the approximate 14,650 square foot commercial building to be constructed upon the Property by the Developer.

“Commencement of Construction” *or* “Commence Construction” shall mean that a building permit(s) required for the Project has been issued by the City authorizing Developer to commence work on the Improvements pursuant to the Building Plans, Developer has begun work on the Improvements pursuant to the approved building permit, and is continuously working towards completion of the Improvement without letting the permit(s) for the Project lapse.

“Completion of Improvements” *or* “Complete Improvements” shall mean Developer’s receipt of a Building Final Report from the City for the Commercial Building upon the Development Tract in accordance with all terms of this Agreement and City Regulations.

“Developer” shall have the meaning ascribed in the introductory paragraph of this Agreement.

“Effective Date” shall mean the last date on which all of the Parties hereto have executed this Agreement.

“Force Majeure” shall mean any events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grading Permit” shall mean the grading permit issued to the Developer for substantial grading of the Project Site in accordance with the approved Site Plan by the City (Record #SPC25-0012), attached hereto as **Exhibit B**, as modified or amended for compliance with City Regulations pursuant to a City approved building permit or permits for the Project.

“Grant Amount” means the amount of the Tree Mitigation Credit provided by City to Developer pursuant to the terms of this Agreement, not to exceed the amount set forth in **Exhibit C**, “Tree Mitigation Fees” hereto.

“Hard Costs” shall mean the aggregate of the following costs expended by Developer for the Project: contractor fees and costs of supplies and materials, excluding land acquisition costs, land development costs, and building shell construction costs as paid by the Owner for the Property and the Commercial Building that to which Improvements are being made to complete the Project.

“Improvements” shall mean those enhancements constructed by Developer on the Project Site, including a new Commercial Building constructed in accordance with City Regulations and approved building permits.

“Local Firm” shall mean any firm lawfully engaged in business and located within the limits of the City. Any firm not meeting such criteria does not qualify as a “Local Firm” for purposes of this Agreement.

“Project” shall have the meaning ascribed in the Recitals above.

“Property” shall have the meaning ascribed in the Recitals above.

“Site Plan” shall mean the site plan approved by the City (Record #SPC25-0012) pursuant to City Regulations, as modified or amended for compliance with City Regulations pursuant to a City approved building permit or permits for the Project.

“Term” shall have the meaning ascribed within **Article II** of this Agreement.

“Total Development Costs” means the aggregate of hard costs, as defined herein, and the following costs directly expended by the Developer for the Improvements as defined above and herein that include but are not limited to: architectural and design fees; costs of third-party consultants, including attorneys and environmental consultants; development fees; insurance and taxes directly related to the construction of the Improvements; and financing costs, including capitalized interest, tenant improvements, and Furniture, Fixtures and Equipment.

“Tree Mitigation Fee” means the fee that Developer is required to pay for the removal of protected trees from the Development Tract pursuant to the terms of the Tree

Preservation Ordinance.

“Tree Mitigation Fee Credit” shall mean the credit provided to the Developer pursuant to the terms of this Agreement in an amount not to exceed the Grant Amount.

“Tree Preservation Ordinance” means Section 2.09.02, et seq. of Subsection 2.09 – Zoning Development Regulations of the Unified Development Code of the Code of Ordinances of the City of Corinth, as amended.

“Unimproved Property Contract” shall mean the contract by and between Developer and City, a substantial copy of which is attached hereto as **Exhibit D**.

**Article II.
Term**

2.01. **Term.** The term of this Agreement (the “**Term**”) shall begin on the Effective Date and continue until the Completion of Construction, unless otherwise terminated as provided herein.

2.02. **Extension.** The Term of this Agreement may be extended for an additional period of time on terms mutually acceptable to the Parties by a written amendment to this Agreement executed by all Parties.

**Article III.
Grant of Tree Mitigation Fee Credit / Consideration**

3.01. **Tree Mitigation Fee Credit.** Subject to the Developer’s satisfaction of and compliance with all of the terms and conditions of this Agreement, including those described in **Article IV**, the City agrees that Developer shall receive a Tree Mitigation Fee Credit in an amount not to exceed the Grant Amount The Tree Mitigation Fee Credit shall be issued to the Developer at such time a Grading Permit is issued for the Project.

The Parties acknowledge that this Agreement obligates the City to provide the Developer with the Tree Mitigation Fee Credit in an amount not to exceed the Grant Amount, as more specifically described on **Exhibit C** to this Agreement for the consideration set forth in Section 3.02. The Developer further acknowledges that this Agreement obligates the Developer to procure all necessary approvals and permits for the Improvements as required by City Regulations and other applicable law, and that Developer’s obligation to obtain all such required approvals and permits, and comply with all other applicable requirements of the Tree Preservation Ordinance is a condition precedent to the City’s obligation to issue the Tree Mitigation Fee Credit for the Developer.

3.02. **Consideration.** In addition to the consideration provided by the cross promises of the Parties hereto, the Developer acknowledges that the Grant Amount is being provided by City in consideration of the Developer’s Completion of Construction and the Developer’s unrestricted transfer of fee simple title to the approximate 1.63-acre tract shown in **Exhibit A**, the “**Dedication Tract**”, to the City at no cost. Developer’s compliance with the requirements of this Agreement

shall serve as sufficient consideration for the payment of the Grant Amount, and the payment of the Grant Amount shall serve as sufficient consideration for the transfer of the Dedication Tract and Developer’s Completion of Construction.

**Article IV.
Conditions on Tree Mitigation Fee Waiver**

4.01. **Conditions Precedent.** The obligation of the City to issue the Tree Mitigation Fee Credit shall be conditioned upon the Developer’s timely and full compliance with and satisfaction of all of the terms and conditions of this Agreement, including without limitation, the conditions set forth below, each of which shall also be a condition precedent to the City’s obligation to provide the Tree Mitigation Credit to the Developer, and Developer’s failure to perform each of the following conditions shall also constitute a breach of this Agreement: :

- a. **Improvement Value.** The Developer construct the Improvements and shall provide documentation of Developer expenditures for the Improvements in the minimum amount of \$3,000,000.00 in Total Development Costs for the Improvements on the Development Tract.
- b. **Property Transfer.** Upon thirty (30) days written notice by City to Developer, the Developer shall transfer fee simple title to the Dedication Tract to the City free and clear of all encumbrances, liens, and other restrictions in accordance with the Unimproved Property Contract, a substantial copy of which is attached hereto and incorporated herein as **Exhibit D**.
- c. **Proof of Payment.** Prior to or contemporaneously with the Developer’s request for City issuance of a certificate of occupancy for the Project Site, the Developer shall submit records and documentation in form and substance as the City may reasonably request to verify that the Total Development Costs have been paid by the Developer and that the Improvements have been timely constructed in accordance with the terms of this Agreement, including the Site Plan and corresponding building plans and permits, which are incorporated herein by reference.
- d. **Building Final Report.** The Developer shall have timely received a **Building Final Report** for the Project in accordance with the terms of this Agreement.

4.02. **No Obligation to Issue or Uphold Tree Mitigation Fee Waiver.** Notwithstanding anything other provision of this Agreement, the Tree Mitigation Fee Credit shall not be due, and this Agreement may be terminated by the City in its sole discretion without any opportunity for cure by the Developer, if the Developer fails to timely Commence Construction or Complete Improvements within the Term of this Agreement or fails to timely comply with and fully to the City’s reasonable satisfaction any of the conditions precedent to the receipt of the Tree Mitigation Fee Credit as set forth in this Article. If the Developer fails perform its obligations within the Term of this Agreement, , the City shall have no obligation to provide such Tree Mitigation Fee Credit to the Developer and the Developer will have forever forfeited the right to receive the Tree Mitigation Fee Credit. .

**Article V.
Developer Obligations**

5.01. **Construction Improvements Timeframe.** The Developer shall cause Completion of Improvements to occur not later than thirty-six (36) months after the Effective Date of this Agreement as evidenced by the City’s issuance of a Building Final Report for the Commercial Building, subject to any events of Force Majeure. This Agreement shall automatically terminate without requirement for notice or further action of either Party if Developer fails to Complete Improvements within such thirty-six (36) month period set forth in this Section 5.01.

5.02. **Development of the Property.**

(a) The Developer understands and acknowledges that City approval of all required applications for permit and that approval of building plans, for the Project by the City is required prior to Commencement of Construction of the Improvements.

(b) The Developer agrees that construction of the Improvements shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes.

(c) All portions of the Improvements that are intended to be occupied must secure certificates of inspection, compliance, or occupancy, as applicable, by the City.

(d) The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the zoning ordinance, as amended, and subdivision ordinance, as amended, Planned Development District Ordinance No. 6, as amended, and the terms of this Agreement.

(e) The Developer represents that it will invest at least \$3,000,000.00 in Total Development Costs for the Improvements on the Property.

5.04. **Purchase of Taxable Items.** The Developer shall use all reasonable efforts to purchase Taxable Items in connection with Improvements from Local Firm(s).

5.05. **Non-Discrimination.** The Developer agrees to ensure there will be no unlawful discrimination in employment on the basis of race, creed, color, national origin, sex, or disability or violations of any other applicable anti-discrimination laws in connection with this Agreement.

5.06. **Compliance with Law.** In performing its obligations under this Article, the Developer shall comply with all applicable laws, regulations, and ordinance with respect to this Agreement.

5.07. **Architectural Standards.** As consideration for the Grant Payment, the Developer has consented to and requested, and the Parties agree, that the City’s architectural standards contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions,

covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

**Article VI.
Termination/Default and Cure**

6.01. **Termination.** This Agreement shall terminate on the expiration of the Term, or as otherwise expressly provided herein, , and may, prior to the expiration of the Term, be terminated based upon any one or more of the following:

- (a) by mutual written agreement of all the Parties;
- (b) by the City, if the Developer defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by the City, if any taxes, fees, or payments (the “Impositions”) owed to the City or to the State of Texas by the Developer have become delinquent and Developer fails to pay such Impositions in full within thirty (30) days after written notice by City (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City immediately, if the Developer suffers an event of Bankruptcy or Insolvency;
- (e) by the City immediately, if Developer does not successfully execute the terms and conditions of the Unimproved Property Contract (**Exhibit D**);
- (f) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (g) by the City immediately if the Developer files any false documentation relating to the Improvements or Total Development Costs submitted to verify the amount of the investment;
- (h) by the City, if any applicable building permits required for the Improvements and issued by the City are revoked or expire, and the Developer fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by the Developer within thirty (30) days after written notice thereof; or
- (i) by the City immediately upon the filing by the Developer of any lawsuit against the City.

As authorized within this Agreement, the City’s right to immediately terminate or to terminate without cure period means that the termination shall become effective immediately upon City’s written notice to Developer of its exercise of the right to such termination and written notice

is provided in accordance with the Notice provisions of this Agreement. In such instance, Developer shall not be entitled to cure such default unless otherwise agreed upon in writing by the Parties.

**Article VII.
Miscellaneous**

7.01. **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the Tree Mitigation Credit in the Grant Amount shall be personal to the Developer and shall not transfer to the Developer’s successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

7.02. **Limitation on Liability.** Except for the City’s obligations to provide the Tree Mitigation Credit as set forth in this Agreement, the City and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to the Developer, or any third parties in connection with the Improvements and/or the Property, and the Developer hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith. The Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the City who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City assume no responsibilities or liabilities to third parties in connection with these actions.

7.03. **Entire Agreement.** This Agreement, including the Recitals any exhibits attached hereto, contains the entire agreement between the Parties with respect to the transactions contemplated herein and supersedes all prior negotiations, representations, and/or agreements, either written or oral.

7.04. **Exhibits.** The following Exhibits to this Agreement are attached hereto and incorporated herein. In the event of a conflict between the terms of this Agreement and an Exhibit hereto, priority of interpretation shall be given to this Agreement and then to Exhibits in the order in which they are listed:

- Exhibit A – Property
- Exhibit B – Project Plan
- Exhibit C – Tree Mitigation Fees
- Exhibit D – Unimproved Property Contract

7.05. **Amendments.** This Agreement may only be amended by written instrument signed by all the Parties.

7.06. **Successors and assigns.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

7.07. **Recitals.** The recitals to this Agreement are incorporated herein.

7.08. **Notice of Bankruptcy.** In the event the Developer files for bankruptcy, whether involuntarily or voluntary, the Developer shall provide written notice to the City within three (3) business days of such event.

7.09. **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.10. **Notice.** Notices under this Agreement are sufficient if given by nationally recognized overnight courier service; certified mail (return receipt requested); facsimile with electronic confirmation; or personal delivery to the other Party at the address furnished below. Notice is effective: (i) when delivered personally; (ii) three (3) business days after sending by certified mail; (iii) on the business day following the date such notice is sent by nationally recognized courier service; or (iv) on the business day following the date such notice is sent by facsimile with electronic confirmation to the sender. It is understood and agreed that routine business and technical correspondence may be furnished in electronic form. The contact information for each Party is as follows:

THE CITY:

City of Corinth
Attention: Scott Campbell, City Manager
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: (940) 498 – 3243
Email: scott.campbell@cityofcorinth.com

WITH A COPY TO:

Patricia Adams, City Attorney
Messer & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Phone: (972) 688-6400
Email: Patricia@txmunicipallaw.com

THE DEVELOPER:

MMD Development, LLC
Attn: Massud Mojra
9 Eagles Aerie Court
Hickory Creek, TX 75065
Telephone:
Email: tabentllc@gmail.com

WITH A COPY TO:

Each Party may update their contact information by delivering written notice to the other Party within thirty (30) days of change to contact information.

7.11. **Governing Law.** This Agreement is made, and it shall be construed and interpreted under the laws of the State of Texas, without regard to choice of law rules. The mandatory venue for any legal proceedings shall lie in State court of competent jurisdiction located in Denton County, Texas.

7.12. **Legal Construction.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision found to be illegal, invalid, or unenforceable, that a clause or provision be added to this Agreement which is legal, valid, and enforceable, and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

7.13. **Third Parties.** The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, nor any individual or entity other than the City and the Developer or permitted assignees or successors of the City and the Developer.

7.14. **No Partnership or Joint Venture.** It is acknowledgement and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture between the Parties. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

7.15. **Immunity.** The City in entering this Agreement, does not waive its governmental immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

7.16. **Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event.

7.17. **Employment of Undocumented Workers.** During the term of this Agreement,

and in accordance with Chapter 2264 of the Texas Government Code, the Developer agrees not to knowingly employ any “UNDOCUMENTED WORKERS” (as such term is defined in Section 2264.001) in connection with construction of the Improvements, and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall be deemed to be in default of this Agreement and repay the total amount of the Grant Payment and any other funds received by the Developer from the City as of the date of such violation within 120 days from the date that the Developer is notified by the City of such violation, plus interest at the rate of five (5) percent compounded annually from the date of the violation until paid in full. However, the Developer is not liable for an unknown violation of this Paragraph by a subsidiary, Affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

7.18. **Community Involvement.** Although not an event of default of condition of any advance hereunder, the Developer agrees to endeavor to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in the City of Corinth, Texas, and to actively encourage its employees to be involved in such organizations and/or activities.

7.19. **Procurement of Local Firms.** Although not an event of default of condition of any advance hereunder, the Developer agrees to use reasonable efforts to purchase all goods and services from Local Firms whenever such goods and services are comparable in availability, quality and price.

7.20 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one and the same instrument.

7.21 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.22 **Report Agreement to Comptroller’s Office.** The City covenants and agrees to report this Agreement to the State Comptroller’s office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code.

(signatures on the following pages)

EXECUTED in duplicate originals to be effective as of the Effective Date.

ATTEST:

CITY OF CORINTH, TEXAS,
a home-rule municipality

Lana Wylie, City Secretary

Scott Campbell, City Manager

Date: _____

APPROVED AS TO FORM:

Patricia Adams, City Attorney

MMD DEVELOPMENT, LLC
a Texas limited liability company

By: _____

Its: _____

Date: _____

EXHIBIT A
“PROPERTY”
(DESCRIPTIONS AND DEPICTION)

PECAN CREEK BLK A LOT 1R1 – 1.63 ACRES
PECAN CREEK BLK A LOT 2 – 2.668 ACRES



EXHIBIT C
“TREE MITIGATION FEES”

[TO BE INCORPORATED UPON EXECUTION]

EXHIBIT D
“UNIMPROVED PROPERTY CONTRACT”
[TO BE INCORPORATED UPON EXECUTION]