

\*\*\*\*PUBLIC NOTICE\*\*\*\*



**PLANNING & ZONING COMMISSION**

**Monday, August 23, 2021 at 6:30 PM**

**City Hall | 3300 Corinth Parkway**

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Pursuant to section 551.127, Texas Government Code, one or more Planning and Zoning Commissioners or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at [www.cityofcorinth.com/remotesession](http://www.cityofcorinth.com/remotesession). The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. If you will not be in attendance, you may submit any public hearing questions to [Miguel.Inclan@cityofcorinth.com](mailto:Miguel.Inclan@cityofcorinth.com).

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**AGENDA**

**A. CALL TO ORDER, ROLL CALL, AND ANNOUNCE A QUORUM PRESENT**

**B. PLEDGE OF ALLEGIANCE**

**C. ESTABLISH VOTING MEMBERS AND DESIGNATE ALTERNATES**

**D. BUSINESS AGENDA**

1. Consider and act upon an application for a Replat for Lot 1R, Block A of the Anchor Bay Storage Addition Subdivision, being ±18.94 acres, situated in the L.H. Bates Survey, Abstract Number 204, within the City of Corinth, Denton County, Texas. The property is located at 2750 Shady Shores Road. (RP21-0004 Anchor Bay Storage Addition Subdivision)

1. Staff Presentation

2. Take Action

**E. ADJOURNMENT**

As a majority of the Council Members of the City of Corinth may attend the above described meeting, this notice is given in accordance with Chapter 551 of the Texas Government Code. No official action will be taken by the City Council at this meeting.

I, the undersigned authority, do hereby certify that the meeting notice was posted on the bulletin board at City Hall of the City of Corinth, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: **Friday, August 20, 2021 at 11:30 AM.**

A handwritten signature in blue ink, appearing to read "Helen-Eve Beadle", is written over a horizontal line.

Helen-Eve Beadle, AICP  
Director of Planning and Development Services  
City of Corinth, Texas

Friday, August 20, 2021

Date of Notice

The Planning & Zoning Commission reserves the right to recess into executive or closed session to seek the legal advice of the City's attorney pursuant to Chapter 551 of the Texas Government Code on any matter posted on the agenda. After discussion of any matters in closed session, any final action or vote taken will be public by the Commission.

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Corinth City Hall is wheelchair accessible. Person with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf, or hearing impaired, or readers of large print, are requested to contact the City Secretary's Office at 940-498-3200, or fax 940-498-7576 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

**BRaille IS NOT AVAILABLE**

**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	8/23/2021	<b>Title:</b>	Replat – Anchor Bay Storage Addition Subdivision (RP21-0004)
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Restaurants	<input type="checkbox"/> Conveniently located <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function			

**Item/Caption**

Consider and act upon an application for a Replat for Lot 1R, Block A of the Anchor Bay Storage Addition Subdivision, being ±18.94 acres, situated in the L.H. Bates Survey, Abstract Number 204, within the City of Corinth, Denton County, Texas. The property is located at 2750 Shady Shores Road. (RP21-0004 Anchor Bay Storage Addition Subdivision)

1. Staff Presentation
2. Take Action

**Item Summary/Background/Prior Action**

1. The purpose of the Replat is to consolidate platted and unplatted parcels into a single platted parcel resulting in a total of ±18.94 acres of land.
2. The property is currently not in compliance with the provisions of the City of Corinth Unified Development Code. To correct this, the City of Corinth and the Applicant/Property Owner entered into a Code Compliance Agreement that outlines certain items that must be completed by the Applicant/Property Owner in order to bring the property into compliance with the certain life safety items in order to issue a Certificate of Occupancy.
3. The submittal of a Replat application for this property is one of the terms of the Agreement, and there are certain items that must be addressed by the Applicant/Property Owner in conjunction with the application for a Replat. These items, found in Section 2.01.01 (Business Address Life Safety and Platting Issues) of the Code Compliance Agreement will be conditions of approval and must be installed, inspected, and accepted by City Staff prior to the filing the Replat for recordation at the Denton County Clerk’s Office. The items are listed at the end of this section of the Staff Report.
4. This Replat application was submitted to the City of Corinth on July 27, 2021 and falls under the 30-day deadline per the Texas Local Government Code. As such, the Planning and Zoning Commission must take action this evening.

Business Compliance Actions for Life Safety and Platting Issues as outlined in Code Compliance Agreement:

2.01.01 Business Address Life Safety and Platting Issues. Within the Compliance Period, Business shall in accordance with City Ordinances, diligently commence to complete the following actions to remediate the Nonconformities (collectively, the “**Compliance Actions**”):

- a. File an application to Replat the Properties into one lot per the City of Corinth submission requirements;

- b. Provide a twenty-four-foot (24') fire lane with twenty-six-foot (26') foot internal radius;
- c. Show the location and dimensions of fire lanes on the plat;
- d. Identify and mark fire lanes; install "No Parking" signs in fire lanes where paving is absent (see subsection 2.01.02 below for illustration of Section D103.6 Signs);
- e. Maintain fire lanes to accommodate the weight of Lake Cities Fire Department's ("LCFD") largest vehicle (80,000 pounds); any dead-end fire lanes that exceed one hundred and fifty feet (150') shall have a City and LCFD approved turnaround/hammerhead;
- f. Provide City Fire Department access for all controlled access onto Property or obstructing the fire lane;
- g. Install "No Parking" signage for charging stations on outside of buildings on the Property;
- h. Install no parking signs in fire lanes at the dump station/service area and wash areas;
- i. Provide a twenty-four-foot (24') foot fire lane with a twenty-six-foot (26') internal radius at southwest corner of the Property to connect to the Lake Cities Fire Department, Fire House #2, fire station and training yard. All gates on the Property shall have Knox lock and open into the Anchor Bay Storage facility. Provide a proposed easement document to grant the City the fire/emergency access easement to the fire station site for review. City will file easement upon review approval and improvement acceptance;
- j. Provide and maintain an evergreen screen and irrigation along Shady Shores Road. Screening shall be provided by use of a plant from the City's approved plant list for large screening shrubs. Confirm water line location and permitted plantings with Upper Trinity Regional Water District ("UTRWD");
- k. No access or parking of vehicles/boats shall be permitted east of Tract 1 as identified on Title Survey, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**;
- l. Provide details for fencing to be installed on this tract's perimeter;
- m. Improve the visual appearance of the metal fence along Shady Shores Road by repainting and repairing all defects; and
- n. Provide fire sprinkler test results and building plans for the sprinkled building(s) on the Property.

### **Enclosures/Attachments**

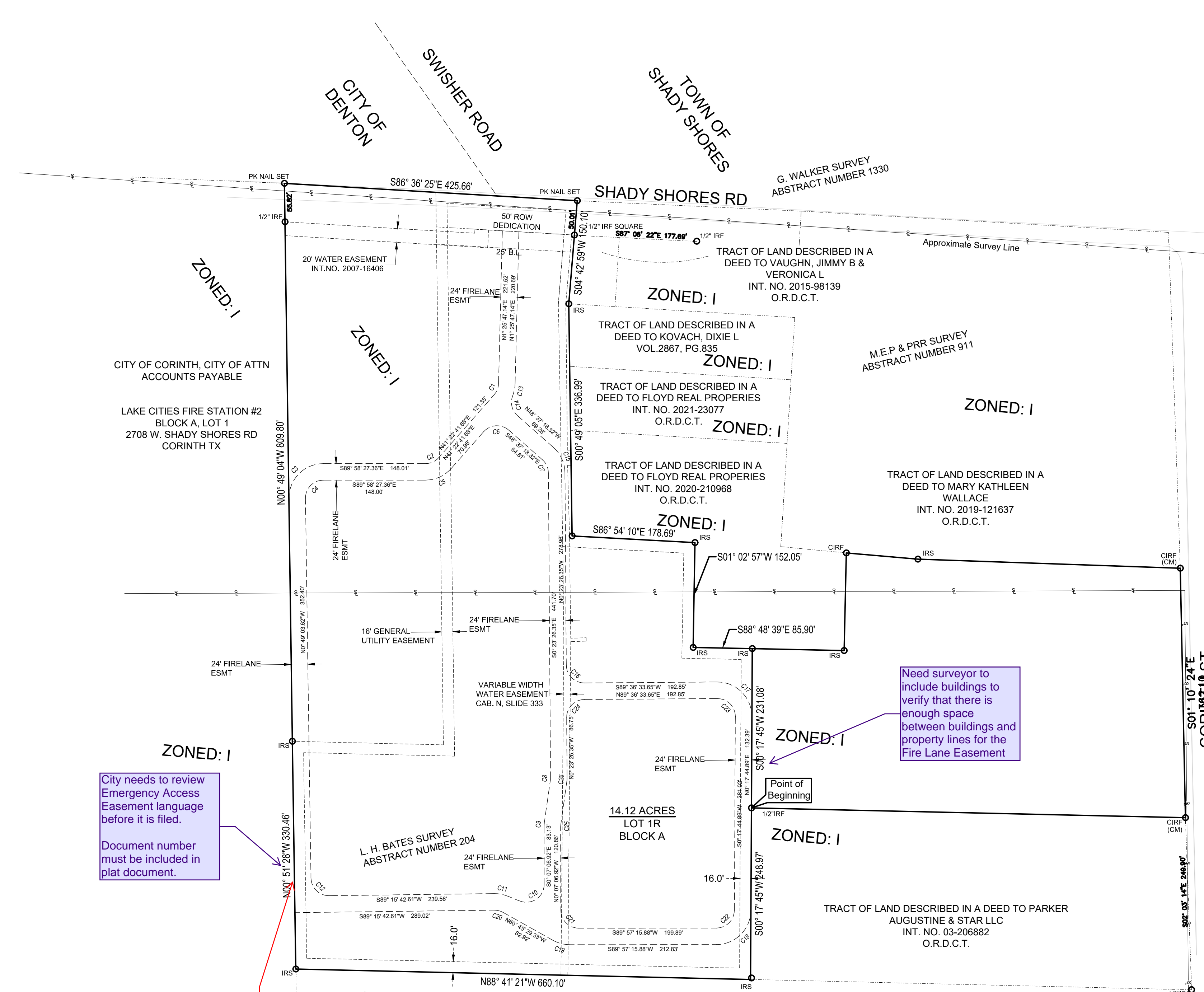
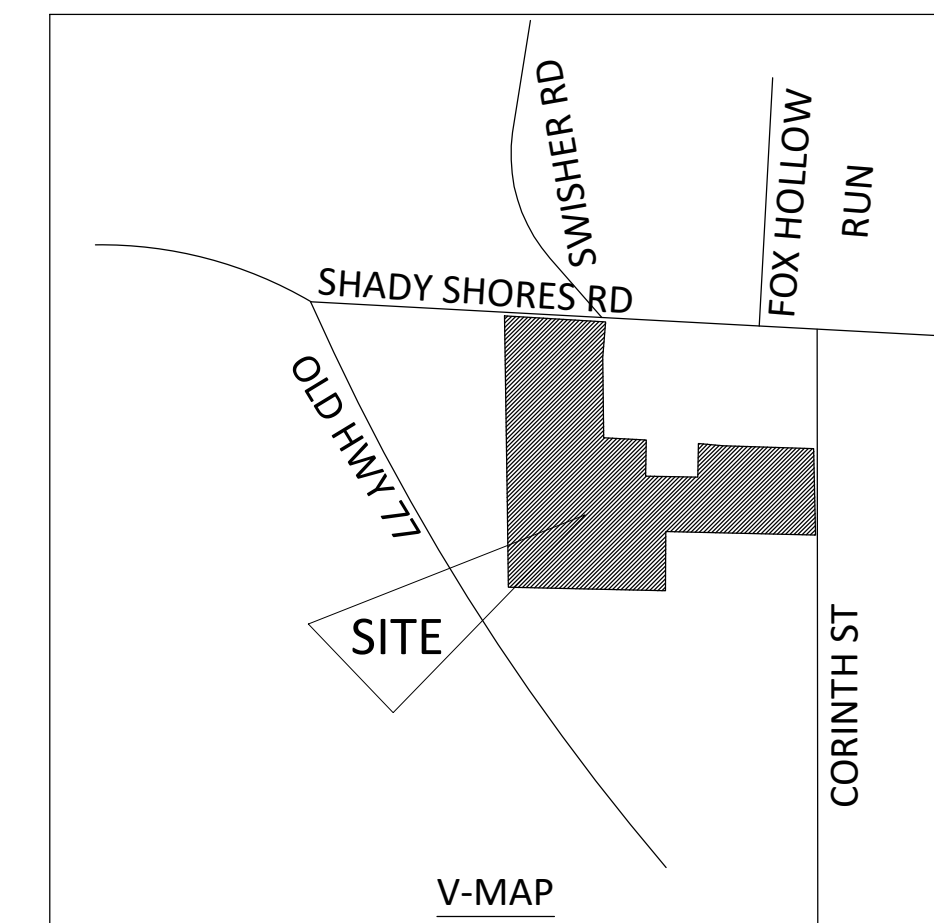
- Anchor Bay Storage Addition Subdivision Replat with Staff Comments
- Code Compliance Agreement

### **Staff Recommendation/Motion**

Staff has reviewed the proposed Replat and determined it generally meets the City's technical requirements, provided the applicant addresses the Staff Review Comments contained in the Replat and that the terms of the Code Compliance Agreement are fulfilled.

Staff recommends the following motion: Motion to Approve the Replat for Anchor Bay Storage Addition Subdivision subject to the condition that the applicant shall satisfactorily address all Staff Review Comments as presented in the Staff Report, the Business Compliance Actions for Life Safety and Platting Issues as outlined in the Code Compliance Agreement, and plat shall not be filed until all conditions have been completed, inspected, and approved by the City.





**OWNER'S CERTIFICATION**

WHEREAS, Corinth Anchor Bay LLC is the Owner of All that certain lot, tract or parcel of land lying and being a part of the L. H. BATES Survey, Abstract number 204 and part of M.E.P and P.R.R Survey, Abstract number 911, being situated in the City of Corinth, Denton County, Texas and being all of Tract 1, Tract 2 and Tract 3 of land described in a deed to Corinth Anchor Bay LLC, Recorded in Instrument number 2020-65504, Official Records of Denton County, Texas and being more fully described by metes and bounds as follows:

Need surveyor to include buildings to verify that there is enough space between buildings and property lines for the Fire Lane Easement

City needs to review Emergency Access Easement language before it is filed. Document number must be included in plat document.

Must get approval from LCFD Fire Chief that side gate can be used as fire access only. Will not be allowed to be used for any other reason. Gate will be secured with only a Knox pad lock and signs will be placed on both sides of the gate that states "Emergency Access Only"

- a. File an application to Replat the Properties into one lot per the City of Corinth submission requirements;
b. Provide a twenty-four-foot (24') fire lane with twenty-six-foot (26') foot internal radius;
c. Show the location and dimensions of fire lanes on the plat;
d. Identify and mark fire lanes; install "No Parking" signs in fire lanes where paving is absent (see subsection 2.01.02 below for illustration of Section D103.6 Signs);
e. Maintain fire lanes to accommodate the weight of Lake Cities Fire Department's ("LCFD") largest vehicle (80,000 pounds); any dead-end fire lanes that exceed one hundred and fifty feet (150') shall have a City and LCFD approved turnaround/hammerhead;
f. Provide City Fire Department access for all controlled access onto Property or obstructing the fire lane;
g. Install "No Parking" signage for charging stations on outside of buildings on the Property;
h. Install no parking signs in fire lanes at the dump station/service area and wash areas;
i. Provide a twenty-four-foot (24') foot fire lane with a twenty-six-foot (26') internal radius at southwest corner of the Property to connect to the Lake Cities Fire Department, Fire House #2, fire station and training yard. All gates on the Property shall have Knox lock and open into the Anchor Bay Storage facility. Provide a proposed easement document to grant the City the fire/emergency access easement to the fire station site for review. City will file easement upon review approval and improvement acceptance;
j. Provide and maintain an evergreen screen and irrigation along Shady Shores Road. Screening shall be provided by use of a plant from the City's approved plant list for large screening shrubs. Confirm water line location and permitted plantings with Upper Trinity Regional Water District ("UTRW");
k. No access or parking of vehicles/boats shall be permitted east of Tract 1 as identified on Title Survey, a copy of which is attached hereto and incorporated herein as Exhibit "C";
l. Provide details for fencing to be installed on this tract's perimeter;
m. Improve the visual appearance of the metal fence along Shady Shores Road by repainting and repairing all defects; and
n. Provide fire sprinkler test results and building plans for the sprinkled building(s) on the Property.

Per the terms of agreement between Applicant and City of Corinth, the following items must be installed and inspected by Staff prior to filing of Replat. Fire Lane Easements must be filed prior to Replat filing.

Curve Table with columns: Curve #, Length, Radius, Delta, Chord Direction, Chord Length. Lists curves C1 through C20.

Curve Table with columns: Curve #, Length, Radius, Delta, Chord Direction, Chord Length. Lists curves C21 through C26.

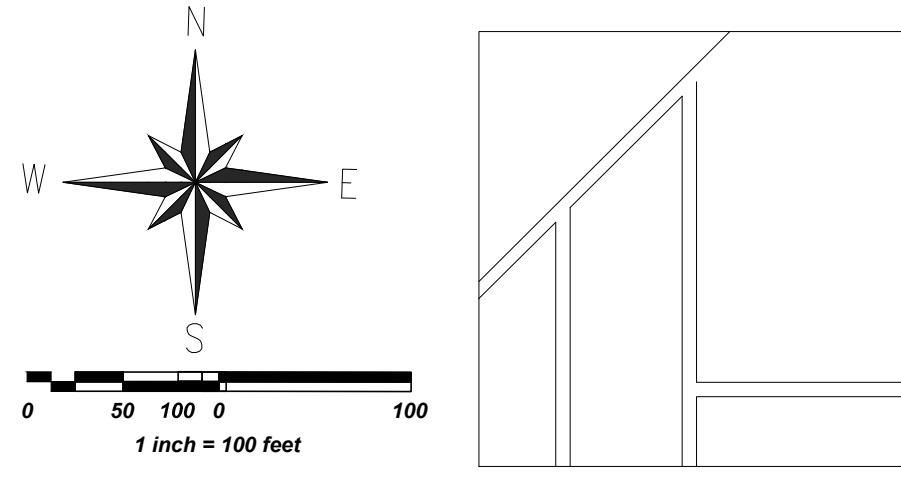
GENERAL NOTES
1) BEARING ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 (2011)..
2) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
3) THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.



REPLAT LOTS 1R/ BLOCK A

ANCHOR BAY STORAGE ADDITION

BEING 18.94 ACRES OF LAND IN THE JAMES L. H. BATES SURVEY, ABSTRACT NO. 204 CITY OF CORINTH, DENTON COUNTY, TEXAS JULY-27-2021



CCM Engineering

2570 FM 407, Suite 209 Highland Village, Texas 75077 Ph: 972.691.6633 Fax: 972.691.6628 TBPE FIRM #605

ENGINEER CRANNELL, CRANNELL & MARTIN ENGINEERING 2570 FM 407, SUITE 209, HIGHLAND VILLAGE, TX, 75077 CONTACT: CODY CRANNELL PH:972-691-6633

CM=CONTROL MONUMENT U.E=UTILITY EASEMENT B.L.=BUILDING LINE IRF=IRON ROD FOUND POB=POINT OF BEGINNING IRS=1/2" IRON ROD SET =SURVEY LINE



**LIENHOLDER'S RATIFICATION OF PLAT DEDICATION**

STATE OF TEXAS §  
 COUNTY OF DENTON §

Whereas, \_\_\_\_\_ acting by and through the undersigned, its duly authorized agent, is the lienholder of the property described hereon, does hereby ratify all dedications and provisions of this plat as shown.

Lienholder: \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF TEXAS §  
 COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for \_\_\_\_\_ County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is \_\_\_\_\_, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

\_\_\_\_\_  
 Type or Print Notary's Name

My Commission Expires: \_\_\_\_\_

**OWNER'S STATEMENT FOR FIRE LANE EASEMENT**

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a fire lane in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with City Ordinance. The fire lane easement shall be kept free of obstructions in accordance with the City Ordinance. The maintenance of pavement in accordance to City Ordinance of the fire lane easements is the responsibility of the owner. The owner shall identify the fire lane in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use

Owner (Printed Name): \_\_\_\_\_  
 Owner (Signature): \_\_\_\_\_  
 Date: \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

STATE OF TEXAS §  
 COUNTY OF DENTON §

I, the undersigned, a (Licensed Professional Engineer/ Registered Professional Surveyor) in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

(Engineer or Surveyor's Seal)

\_\_\_\_\_  
 Licensed Professional Engineer  
 or Registered Professional Surveyor

Date \_\_\_\_\_

STATE OF TEXAS §  
 COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

\_\_\_\_\_  
 County, Texas

**OWNER'S ACKNOWLEDGEMENT AND DEDICATION**

STATE OF TEXAS §  
 COUNTY OF DENTON §

I (we), the undersigned, owner(s) of the land shown on this plat within the area described by metes and bounds as follows:

(Metes and Bounds Description of Boundary)

and designated herein as the \_\_\_\_\_ Subdivision to the City of Corinth, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements of the platting ordinances, rules, and regulations thereon shown for the purpose and consideration therein expressed.

Owner: \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF TEXAS §  
 COUNTY OF \_\_\_\_\_ §

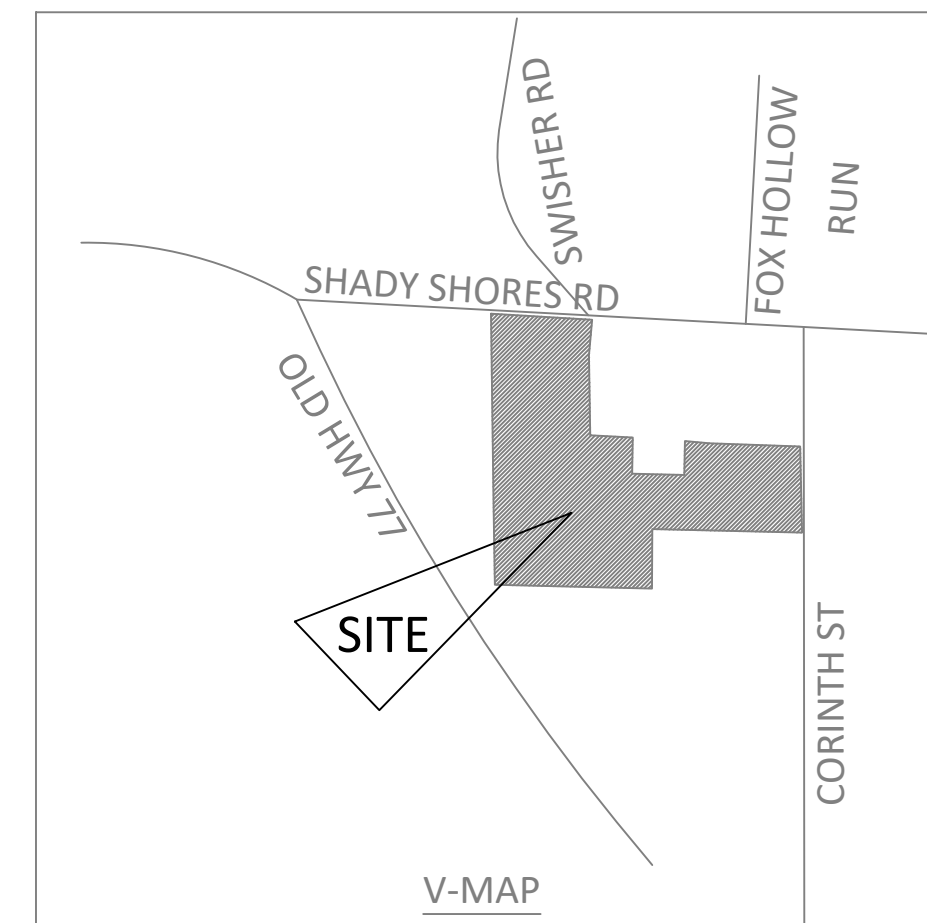
BEFORE ME, the undersigned authority in and for \_\_\_\_\_ County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is \_\_\_\_\_, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

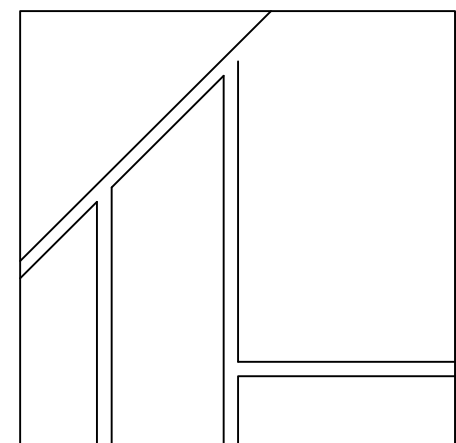
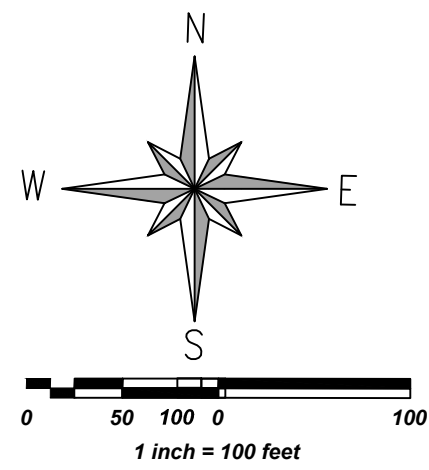
\_\_\_\_\_  
 Notary Public in and for the State of Texas

\_\_\_\_\_  
 Type or Print Notary's Name

My Commission Expires: \_\_\_\_\_



Missing signature blocks for Planning & Zoning Commission approval.



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 Highland Village, Texas 75077  
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 Fax: 972.691.6628  
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**REPLAT**  
 LOTS 1R/ BLOCK A

**ANCHOR BAY STORAGE ADDITION**

BEING A 18.94 ACRES OF LAND IN THE JAMES L. H. BATES SURVEY, ABSTRACT NO. 204  
 CITY OF CORINTH,  
 DENTON COUNTY, TEXAS  
 JULY-27-2021

**CODE COMPLIANCE AGREEMENT**

This Code Compliance Agreement (this "**Agreement**") is made and entered into as of the 30<sup>th</sup> day of June, 2021 (the "**Effective Date**"), by and between the City of Corinth, Texas, a home rule municipality located within Denton County, Texas, (the "**City**"), and Corinth Anchor Bay LLC, a Texas Limited Liability Company (the "**Business**"). The City and Business may also be referred to individually as a "**Party**" and/or collectively as the "**Parties**".

**RECITALS**

**WHEREAS**, Business is the owner of the real property located at 2750 Shady Shores Road, Corinth, County of Denton, a location within the corporate limits of the City of Corinth, the Property, and more specifically described on **Exhibit "A,"** attached hereto and incorporated herein; and

**WHEREAS**, Business purchased the Property from Anchor Bay Boat & RV Storage, Ltd., a Texas limited partnership (the "**Prior Owner**"); and

**WHEREAS**, when developing the Property, the Business is subject to compliance with all regulations contained in the Unified Development Code, the Code of Ordinances of the City, and all adopted regulations governing use and subdivision of the Property; (collectively "**City Ordinances**"); and

**WHEREAS**, in 1997, the City approved a site plan submitted by the Prior Owner, attached hereto and incorporated herein as **Exhibit "B,"** (the "**Site Plan**") to develop the Property for the covered storage of recreational vehicles, in accordance and subject to compliance with the approved site plan and City Ordinances; and

**WHEREAS**, since approval of the Site Plan, the Prior Owner enlarged, expanded, and extended its use of the Property, including without limitation, by adding an adjacent parcel, adding open storage of recreational vehicles on the adjacent parcel, and providing for covered storage and outdoor storage of recreational vehicles without obtaining required permits or approvals from the City as required by City Ordinances, each of which are conditions existing on the Property that are not in conformance with applicable City Ordinances (collectively, the "**Current Nonconforming Conditions**"); and

**WHEREAS**, Business requested that the City issue a Certificate of Occupancy as authorized under City Ordinances (defined below) in order to allow Business to refinance the Property; however, due to the existence of the Current Nonconforming Conditions, City has, heretofore, not been able to approve that request; and

**WHEREAS**, representatives from the City and the Business have met to discuss the Current Nonconforming Conditions and have negotiated a compliance plan whereby Business has agreed to perform specified tasks to bring certain of the Current Nonconforming Conditions specifically identified in Article II of this Agreement (the "**Nonconformities**") into compliance with City Ordinances in accordance with the terms of this Agreement; and

**WHEREAS**, the City agrees to hold in abeyance further action regarding the Current Nonconforming Conditions and to issue a Conditional Certificate of Occupancy as authorized by the Terms of this Agreement, the continuation of which Conditional Certificate of Occupancy is subject to Business's compliance with the requirements of this Agreement; and



**WHEREAS**, this Agreement is intended to allow Business the opportunity and time to bring the Nonconformities on the Property as identified in Article II of this Agreement into compliance with City in order to receive a Conditional Certificate of Occupancy; and

**WHEREAS**, in order to allow Business to proceed with refinancing of the Property and to bring the Property into compliance with City Ordinances so as to receive a Conditional Certificate of Occupancy, as well as to avoid further administrative procedures or litigation, the Parties have agreed to enter into this Agreement; and

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Business hereby agree as follows:

**ARTICLE I  
REPRESENTATIONS AND DEFINITIONS**

1.01 Recitals. The foregoing recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties have negotiated and entered into this Agreement.

1.02 Authority. Business represents and warrants that this Agreement has been approved by appropriate action of Business, and that the individual executing this Agreement on behalf of the Business has been authorized to do so.

1.03 Conditional Certificate of Occupancy. A certificate of occupancy issued by the City of Corinth to Business which is not transferrable, is authorized by this Agreement and which is provided based solely on Business’s agreement to complete the Compliance Actions (as defined herein) specified in this Agreement. This Conditional Certificate of Occupancy shall not be construed to convey to the Business any right or status as a legally conforming use. The Conditional Certificate of Occupancy provided hereunder shall expire automatically in accordance with the terms of this Agreement if Business fails to comply with the terms of this Agreement; however, the Conditional Certificate of Occupancy shall remain in effect in the event that Business timely complies with the requirements of this Agreement and continues to remain in compliance with the terms of this Agreement. This section should not be construed as authorizing Business to engage in any use of the Property that expands or adds new nonconformities to the Property. It is the intent of the Parties that Business remediate the Nonconformities listed in Article II and neither create new or expanding any existing nonconformities as a condition of receipt and maintenance of the Conditional Certificate of Occupancy authorized in this Agreement.

1.04. Effective Date. This Agreement shall become effective on the Effective Date (defined above).

**ARTICLE II.  
BUSINESS COMPLIANCE ACTIONS**

2.01. Compliance Process. Within one hundred and eighty (180) days following the Effective Date of this Agreement (the “**Compliance Date**”), Business shall take all necessary actions to remediate the nonconformities specifically provided in this Article II (hereinafter “Nonconformities”) by compliance with the requirements of this Agreement, including without limitation, those specifically identified in this Section.



2.01.01 Business Address Life Safety and Platting Issues. Within the Compliance Period, Business shall in accordance with City Ordinances, diligently commence to complete the following actions to remediate the Nonconformities (collectively, the “**Compliance Actions**”):

- a. File an application to Replat the Properties into one lot per the City of Corinth submission requirements;
- b. Provide a twenty-four-foot (24’) fire lane with twenty-six-foot (26’) foot internal radius;
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- j. Provide and maintain an evergreen screen and irrigation along Shady Shores Road. Screening shall be provided by use of a plant from the City’s approved plant list for large screening shrubs. Confirm water line location and permitted plantings with Upper Trinity Regional Water District (“UTRWD”);
- k. No access or parking of vehicles/boats shall be permitted east of Tract 1 as identified on Title Survey, a copy of which is attached hereto and incorporated herein as **Exhibit “C”**;
- l. Provide details for fencing to be installed on this tract’s perimeter;
- m. Improve the visual appearance of the metal fence along Shady Shores Road by repainting and repairing all defects; and
- n. Provide fire sprinkler test results and building plans for the sprinkled building(s) on the Property.

2.01.02 Signage Compliance with Section D103.6 “Signs”. As specified in subparagraph (d) of Subsection 2.01.01. Business shall comply with the following signage requirements:

As required by the adopted Fire Code and the City Fire Official, fire apparatus access road(s) shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of twelve (12) inches (305 mm) wide by eighteen (18) inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus access road(s) as required by Section D103.6.1 or D103.6.2.

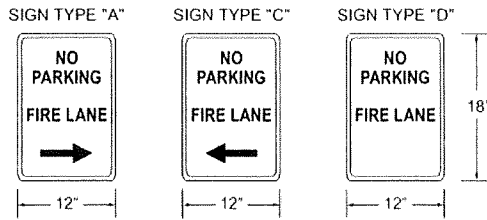


FIGURE D103.6 FIRE LANE SIGNS

2.02. Full Compliance. Business agrees to fully comply with the terms of this Agreement by the Compliance Date. In such instance, the City will issue a letter to Business that states that all Compliance Actions have been taken by the Compliance Date. This deadline is not subject to extension and no person or entity shall have authority to provide such an extension unless specifically authorized by the City Manager of the City of Corinth, Texas.

2.03. Waive Appeal. During the term of this Agreement, Business hereby knowingly and voluntarily waives any and all rights it may have to appeal the decision of an administrative official as provided by City Ordinances and related to the Nonconformities and hereby waives all administrative remedies as provided by City Ordinances related to the performance of its obligations under this Agreement, whether such decisions are made prior to or after the execution of this Agreement.

2.04. RELEASE. **BUSINESS ON ITS BEHALF AND ON BEHALF ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, SUCCESSORS AND ASSIGNS, OFFICER AND EMPLOYEES, RELEASES AND FOREVER DISCHARGES THE CITY FROM ALL CLAIMS, SUITS, ACTIONS, CHARGES, DEMANDS, JUDGMENTS, COSTS AND EXECUTIONS PRESENT AND FUTURE, KNOWN OR UNKNOWN, BOTH LEGAL AND EQUITABLE IN ANY MANNER ARISING OUT OF THIS AGREEMENT AND ENFORCEMENT ACTION TO ABATE THE STATED NONCONFORMITIES AND FOR THE ISSUANCE OF A CONDITIONAL CERTIFICATE OF OCCUPANCY PURSUANT TO THE TERMS OF THIS AGREEMENT, EXCEPT TO THE EXTENT OF THE CITY'S OWN NEGLIGENCE OR ANY BREACH OF THIS AGREEMENT BY THE CITY.**

**ARTICLE III.  
CITY ACTIONS**

3.01. The City agrees to take the following actions:

3.01.01 Authorization of Conditional Certificate of Occupancy. Upon completion of all items in Article II of this Agreement, the City agrees to issue a Conditional Certificate of Occupancy, which shall remain in full force and effect on the condition that Business continues to comply with the terms of this Agreement, does not expand any nonconforming conditions of the Property not expressly identified in Article II, and does not take action to create any other nonconforming conditions on the Property or violate any existing City Ordinance requirement. This is not a Certificate of Occupancy defined in Subsection 5.02 of the Unified Development Code of the City of Corinth. The issuance of a Conditional Certificate of Occupancy ("**Conditional CO**") for the Business shall not be construed as conferring on Business any rights in addition to those expressly stated in this Agreement. Additionally, Business understands that neither the execution of this Agreement nor the issuance of the Conditional CO by the City vests any common law property rights upon Property or Business.

The Parties understand and agree that the existing use of the Property is not in compliance with certain provisions of City Ordinances due to other Current Nonconforming Conditions on the Property not expressly identified in Article II. Business understands and agrees that by executing this Agreement, Business agrees that it will not and understands that City does not approve or authorize the enlargement, expansion, or extension of the use on the Property beyond the development described in Exhibit A, nor should the issuance of a Conditional CO to Business for the Property be construed as conferring upon or designating the Property as a legal conforming or legal nonconforming use in accordance with City Ordinances. The City's sole intent in issuing the Conditional CO is to allow the Business and the Property to continue to remain open and operating in its current state, (contingent upon remediation of the Nonconformities by Business completing the Compliance Actions in accordance with this Agreement) and for its present use so that the Business may obtain financing or re-financing, on the condition that the Business adhere to the terms of this Agreement, including timely completion of the Compliance Actions.

3.01.02 Stay Proceedings. The City agrees to hold in abeyance enforcement of the City Ordinances until after the Compliance Date and take no further action concerning the Nonconformities during the Compliance Period. Furthermore, provided that Business completes the Compliance Actions by the Compliance Date and continues to adhere to the terms of this Agreement, upon issuance of the Conditional CO, the City agrees to continue to hold in abeyance enforcement of the City Ordinances with respect to the remainder of the Current Nonconforming Conditions and take no further action concerning the remainder of the Current Nonconforming Conditions.

3.01.03 Cease Enforcement Action. If all terms of this Agreement are satisfied and the Compliance Actions in Article II are completed on or before the Compliance Date, the City shall take no further enforcement action concerning the Current Nonconforming Conditions existing before the Compliance Date, shall not revoke the Conditional CO on the basis of the Current Nonconforming Conditions as long as all Compliance Actions have been taken and remain in effect on the Property, and shall waive, release, acquit, and discharge Business from and against any and all past and present claims, counterclaims, actions, causes of action, demands, or liabilities for acts or omissions related to the Nonconformities on the part of Business or their agents that occurred prior to the Compliance Date. Provided, however, that nothing contained in this Agreement shall release or relieve Business from its representations, covenants, obligations, and agreements under this Agreement for which Business shall remain fully liable and responsible.

3.01.04 Other Violations. The terms of this Article III are limited to the Current Nonconforming Conditions and shall not apply to other activities on the part of the City in the broader enforcement of its general police powers on the Property.

3.02 Survival. Notwithstanding Article IV, the terms of this Article III shall survive the expiration of this Agreement.

**ARTICLE IV.  
TERM OF AGREEMENT**

This Agreement shall remain in effect until the earlier of (i) completion of the Compliance Actions as provided in Article II, or (ii) the Compliance Date; provided however, once the Compliance Actions have been timely completed and remain in effect so that the Nonconformities listed in Article II have been cured, and Business has complied with all City Ordinances, the Conditional CO and any rights



attendant thereto as granted by this Agreement shall remain in full force and effect and survive the expiration of this Agreement .

**ARTICLE V.  
PENALTIES AND REMEDIES FOR NON-COMPLIANCE**

5.01 Revocation/Automatic Termination of Conditional Certificate of Occupancy/ Suspension of Permit Approvals. If Business fails to comply with any requirement of this Agreement during the term of this Agreement, Business understands, acknowledges, and agrees that City may revoke the Conditional CO issued pursuant to this Agreement by providing written notice in accordance with **Section 7.04** of this Agreement and thirty (30) days’ opportunity to cure the failure; provided, however, if cure cannot reasonably be completed within thirty (30) days, then Business shall have such additional time to cure the failure as is agreed upon by City in writing, provided Business diligently commences to cure same, subject to an outside limitation of sixty (60) additional days to cure. Additionally, if Business fails to timely comply with all requirements of Article II in accordance with its terms prior to or upon the Compliance Date, the Conditional CO provided pursuant to this Agreement shall automatically terminate after the Compliance Date, without the requirement for notice to Business.

Additionally, until such time as the Compliance Actions are completed, City shall be under no obligation to accept any application for a building permit, or to issue a building permit for or relating to the development of, improvement to, or construction upon any portion of the Property. Business further understands, acknowledges, and agrees that the rights afforded City pursuant to this Section 5.01 are in addition to any other authority to delay or withhold permits, certificates, and/ or inspections pursuant to City Ordinances, state or federal law.

5.02 Other Remedies. The City is authorized to take any other legal or equitable action to enforce this Agreement if Business fails to comply with any requirement of this Agreement, including, but not limited to, civil remedies and injunctive relief against Business. The City may seek all available remedies for each day that the Compliance Actions have not been completed beyond the Compliance Date.

5.03 Recovery of Costs and Penalties. The City is authorized to assess and collect from Business, all costs and/or penalties incurred by the City in taking action to enforce against Business all available City rights and remedies for non-compliance with one or more terms of this Agreement by Business, including without limitation costs of court, legal fees, and incidental expenses. The City shall have all remedies provided by law and equity to recover such costs, penalties, and interest.

**ARTICLE VI  
INDEMNIFICATION**

**BUSINESS HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY (AND ITS OFFICERS, AGENTS AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, OR RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, THE EXISTENCE OF THE NONCONFORMITIES ON THE PROPERTY, THE ISSUANCE AND/OR REVOCATION OF A CONDITIONAL CERTIFICATE OF OCCUPANCY PURSUANT TO THIS AGREEMENT OR THE CITY’S EXERCISE OF THE REMEDIES FOR NONCOMPLIANCE WITH ITS TERMS; PROVIDED, HOWEVER, THIS OBLIGATION SHALL NOT APPLY TO THE**

**EXTENT OF THE NEGLIGENT ACTS OR OMISSIONS OF THE CITY (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING OBLIGATIONS UNDER THIS AGREEMENT.**

**ARTICLE VII  
GENERAL PROVISIONS**

7.01 Binding. This Agreement shall be binding on the Parties, their employees and agents, and their successors, heirs, and assigns. Neither Party will assign, sublet, or transfer any interest in this Agreement without the written authorization of the other party.

7.02 No Admission. The Parties agree that nothing contained in this Agreement shall be construed as an admission of liability or an admission of a violation of or noncompliance with any law or policy.

7.03 No Third-Party Beneficiary. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. Nothing in this Agreement is intended to confer on any non-signatory third party a right to sue for an alleged failure to comply with this Agreement or any other third-party beneficiary rights.

7.04. Notice. All notices, documentation, or questions arising under this Agreement should be addressed as follows and may be delivered by certified mail, return receipt requested, federal express or other overnight service or via hand delivery to the following:

If to the City: City of Corinth  
Attn: City Manager  
3300 Corinth Parkway  
Corinth, Texas 76209

With copy to: City of Corinth  
Attn: Director of Planning and Development  
3300 Corinth Parkway  
Corinth, Texas 76209

If to the Business: Corinth Anchor Bay, LLC  
Attn: Andrew Kangerga,  
PO Box 1747  
Fort Worth, Texas 76101

With copy to: Jesse Shallcross  
Platt Cheema Richmond PLLC  
1201 N. Riverfront Blvd., Ste. 150  
Dallas, Texas 75207

7.05 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement.

7.06 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject

matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

7.07 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Agreement shall be Denton County, Texas.

7.08 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.09 Signatures and Counterparts. The execution of this Agreement may be accomplished in separate counterparts, and the executed signature pages attached to the body of the Agreement constitute one document notwithstanding that the signatures of the Parties do not appear on the same page or copy. Each Party shall accept as true and official execution of this Agreement a scanned or faxed copy of the executed signature page(s) contained in this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date.

**BUSINESS:**

**CORINTH ANCHOR BAY LLC,**  
a Texas limited liability company

By: Corinth Anchor Bay Investors LLC,  
a Texas limited liability company,  
its sole Member

By: M. Kangerga & Bro LLC,  
a Texas limited liability company,  
its Manager

By:   
**Andrew Kangerga, Manager**

Date: 6.17.21

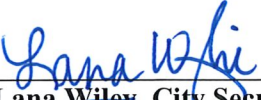
**CITY:**

**CITY OF CORINTH, TEXAS**

By:   
**Bob Hart, City Manager**


Date: 06.30.2021

**ATTEST:**

  
**Lana Wiley, City Secretary**  
wylie



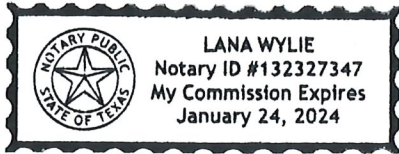
**APPROVED AS TO FORM:**

  
**Patricia A. Adams**  
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS )  
 )  
COUNTY OF DENTON )

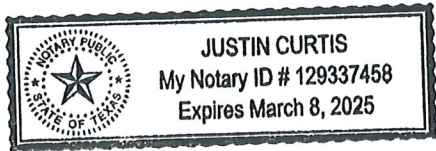
This instrument was acknowledged before me on the 30<sup>th</sup> day of June, 2021 by **BOB HART**, City Manager of the **CITY OF CORINTH, TEXAS**, a home rule municipal corporation, on behalf of such corporation.



Lana Wylie  
Notary Public, State of Texas

STATE OF TEXAS )  
 )  
COUNTY OF Tarrant )

This instrument was acknowledged before me on the 17 day of June, 2021, by Andrew Kangerga, Manager of M. Kangerga & Bro LLC, a Texas limited liability company, Manager of Corinth Anchor Bay Investors LLC, a Texas limited liability company, sole Member of Corinth Anchor Bay LLC, a Texas limited liability company, on behalf of such company.



[Signature]  
Notary Public, State of Texas

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Tract 1

Being LOT 1, BLOCK A, ANCHOR BAY STORAGE ADDITION, an addition in Denton County, Texas, according to the map or plat of record in Cabinet N, Slide 333, Plat Records, Denton County, Texas.

Tract 2

Being all that certain 4.054 acre tract of land situated in the MEP & P RR Company Survey, Abstract No. 911, Denton County, Texas and being a re-survey of a called 4.07074-acre tract described in the deed from Betty Howell to George B. Haley, recorded in Volume 570, Page 208, Deed Records, Denton County, Texas, the subject tract being more particularly described as follows:

Beginning at the Southwest corner of the herein described tract at a Found 1/2" iron rod. Said point also being a northwest corner of Lot 1, Block A Anchor Bay Storage Addition, an addition in Denton County, Texas, according to the map or plat of record in Cabinet N, Slide 333, Plat Records, Denton County, Texas, said point being the called Point of Beginning of the herein described tract;

Thence North 00 degrees 50 minutes 03 seconds West, with the west line of the herein described tract, a distance of 809.81 feet, to a set 1/2" iron rod with an orange Plastic cap stamped "Yarger 5854", in West Shady Shores Road for the northwest corner of herein described tract;

Thence South 86 degrees 36 minutes 21 seconds East, with the north Margin of West Shady Shores Road and the north line of the herein described Tract, a distance of 220.06 feet to a set 1/2" iron rod with an orange Plastic cap stamped "Yarger 5854", for the Northeast corner of the herein described tract;

Thence South 00 degrees 47 minutes 20 seconds East, with the east line of the herein described tract and the west line of said Lot 1, Block A, Anchor Bay Storage Addition, a distance of 801.85 feet to a set 1/2" iron rod with an orange Plastic cap stamped "Yarger 5854", for the Southeast corner of the herein described tract;

Thence North 88 degrees 40 minutes 20 seconds West, with the South line of the herein described tract, a distance of 218.98 feet, to the Place of Beginning, containing 4.054 acres, or 176,594 square feet of land, more or less, of which approximately 0.2526 acres lie within West Shady Shores Road.

Tract 3

Being All that certain 4.828 acre tract of land situated in the L. Bates Survey, Abstract No. 204 in the City of Corinth, Denton County, Texas and being all of the called 2.676 acre tract described in the deed from Bertha Mae Jones to John D. Bennett recorded in Volume 570, Page 276 of the Deed Records of Denton County, Texas, and all of the called 0.686 acre tract described in the deed from Betty Pharr to John D. Bennett recorded in Volume 591, Page 622 of the said Deed Records and a part of the called 0.755 acre tract described in the deed from Marvin Jones to J. D. Bennett recorded in Volume 622, Page 691 of the Deed Records and part of the called 5.0005 acre tract described in the deed from Lillian M. Tucker to J. D. Bennett recorded in Volume 569, Page 664 of the Deed Records of Denton County, Texas; the subject tract being more particularly described as follows:



Beginning at a found capped 1/2" capped iron rod in the west right-of-way of N. Corinth Street, for the southeast corner of the herein described tract and the northeast corner of a tract conveyed to Augustine & Star Parker, LLC, being described in Clerk's File Doc. No. 03-206882, Deed Records of Denton County, Texas. Said point also being the called Point of Beginning of the herein described tract;

Thence North 88 degrees 42 minutes 10 seconds west with the south line of the herein described tract and the north line of the Augustine & Star Parker, LLC tract passing at a distance of 542.36 feet a 5/8" iron rod found in the south line of the herein described tract. Continuing along the same course at a total distance of 629.89 feet to a found a 1/2" iron rod found at the southwest corner of the herein described tract. Said point also being the northwest corner of the said Augustine & Star Parker, LLC tract in the west line of Lot 1, Block A, Anchor Bay Storage Addition, an addition in Denton County, Texas, according to the map or plat of record in Cabinet N, Slide 333, Plat Records, Denton County, Texas;

Thence North 00 degrees 17 minutes 49 seconds East, along a west line of the herein described Tract and the east Line of said Lot 1, Block A, Anchor Bay Storage Addition, a distance of 231.05 feet to a set 1/2" iron rod with an orange plastic cap stamped "Yarger 5854", for a northwest corner of the herein described tract in the south line of a tract conveyed to Kenneth Farmer, record in Volume 1891, Page 750, Deed Records of Denton County, Texas;

Thence South 88 degrees 49 minutes 04 seconds East, along a fence with the north line of the herein described tract and the south line of said Farmer tract, a distance of 133.40 feet, to a set 1/2" iron rod with an orange plastic cap Stamped "Yarger 5854" for corner;

Thence North 01 degrees 17 minutes 21 seconds East, along a west line of the herein described tract and the east line of said Farmer tract, a distance of 141.74 feet to a set 1/2" iron rod with an orange plastic cap Stamped "Yarger 5854", for the northwest corner of the herein described tract in the south line of a tract conveyed to the conveyed to Wallace Holdings, LLC, recorded in Clerk's File Doc. No. 2015-137231, Deed Records of Denton County, Texas;

Thence South 85 degrees 00 minutes 38 seconds East, along the north line of the herein described tract and the south line of said Wallace Holdings, LLC tract, a distance 104.13 feet, to a set 1/2" iron rod with an orange plastic cap Stamped "Yarger 5854", for 1/2 inch iron rod set for corner;

Thence South 88 degrees 01 minutes 09 seconds East, continuing along the north line of the herein described tract and the south line of said Wallace Holdings, LLC tract, a distance of 381.09 feet to a found unreadable plastic capped 1/2" iron rod at the northeast corner of the herein described tract and also being the southeast corner of said Wallace Holdings. LLC tract, in the west right of N. Corinth St.;

Thence South 01 degrees 10 minutes 02 seconds East along the east line of the herein described tract and the west right of way of N. Corinth St., a distance of 362.02 feet to a 1/2" iron rod set at the called Point of Beginning, containing 4.828 acres or 210313 square feet of land, more or less.



