

PUBLIC NOTICE



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, February 19, 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. 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.

G. 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 February 5, 2026 City Council Meeting.

H. BUSINESS AGENDA

2. Consider and act on a resolution authorizing the City of Corinth to accept land from the Corinth Economic Development Corporation and to authorize the execution of all necessary documents.
3. Consider and act on a resolution authorizing the City of Corinth to enter into a Purchase and Sale Agreement with Kairos Communities Partners LLC and authorizing the City Manager to execute all necessary documents.
4. Consideration and act on an Ordinance repealing Chapter 111, "Itinerant Merchants" of Title XI, "Business Regulations", of the Code of Ordinances and adopting a new Chapter 111 "Solicitation" of Title XI establishing regulations for the sale of goods and services by Itinerant Merchants, Peddlers and Solicitors, providing a permitting process, providing notice requirements for homeowners desiring to prohibit solicitations, providing a penalty for violation; and providing an effective date.

I. 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.

J. 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 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

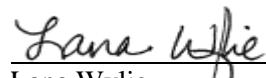
a. CoServ Impact Fee Waiver Agreement

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

L. 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 13th day of February 2026, at 11: A.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	2/19/2026	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	

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. Staff will present the recommended design to the City Council for discussion.



CITY OF CORINTH

Staff Report

Meeting Date:	2/19/2026	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 February 5, 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, February 05, 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-122>

STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH

On this, the 6th day of February 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 - Not Present
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
Glenn Barker, Director of Public Works
Melissa Dailey, Director of Community & Economic Development
Presley Sequeira, Technology Services Project Manager
Derek Dunnam, Network Administrator
Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

1. Conduct a workshop to discuss the findings and recommendations of the Downtown Circulation Study, including strategies to enhance downtown accessibility and economic development.

The item was presented and discussed.

2. 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 6:08 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:13 P.M.

PROCLAMATIONS AND PRESENTATIONS

1. Proclamation recognizing Adult Congenital Heart Disease Week, February 7 – 14, 2026.

Mayor Heidemann read and presented the Proclamation to David Gilligan.

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.

2. Consider and act on minutes from the January 15, 2026 City Council Meeting.
3. Consider and act on a contract between the City of Corinth, on behalf of the Lake Cities Fire Department, and Bound Tree Medical, LLC, utilizing the City of Midlothian's contract, for emergency medical supplies, pursuant to Texas Local Government Code 271.102.

Motion made by Council Member Garber: I move to approve. Seconded by Council Member Pickens.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

BUSINESS AGENDA

4. Consider and act on a resolution authorizing the City of Corinth's participation in the Corinth- Resilient Communities Program and acceptance of grant funding from the Texas General Land Office to support a comprehensive update to the Unified Development Code (UDC)

Motion made by Council Member Garber: I move to approve Resolution No. 26-02-05-04, supporting Corinth's participation in the Corinth – Resilient Communities Program as presented. Seconded by Council Member Henderson.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

5. 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 for the Corinth-Resilient Communities Grant Program; and providing an effective date.

Motion made by Council Member Henderson: I move to approve Ordinance No. 26-02-05-04 amending the Fiscal Year 2025-2026 Annual Budget to increase the Planning Department budget in the amount of \$270,000 for the Corinth-Resilient Communities Grant Program. Seconded by Council Member Garber.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

6. 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 for overtime pay for the Fire Department; and providing an effective date.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

7. Consider and act on the Amended and Restated Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Corinth Economic Development Corporation, and Kairos Communities Partners, LLC.

Motion made by Council Member Garber: I move to approve the Amended and Restated Chapter 380 Agreement between the City of Corinth, Corinth Economic Development Corporation, and Kairos Communities Partners, LLC as presented and authorize the City Manager to execute the necessary documents. Seconded by Council Member Pickens.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

8. Consider and act on a Performance Agreement between the City of Corinth, Texas and the Corinth Economic Development Corporation relating to the transfer of property ownership.

Motion made by Council Member Henderson: I move to approve the Performance Agreement between the City of Corinth, Texas and the Corinth Economic Development Corporation as presented. Seconded by Council Member Garber.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

9. Consider and act on an Ordinance of the City of Corinth, Texas, calling for a Joint General and Joint Special Election with Denton County to be held on Saturday, May 2, 2026, for the purpose of electing persons to fill the following offices on the Corinth City Council: Mayor and Council Member No. Place 5, each for a term of three years, and one Council Member for Place No. 2 to fill a vacancy for the remainder of an unexpired term ending in May 2028; and authorize the City Manager to execute the necessary documents to effectuate the intent of this Ordinance.

Motion made by Council Member Garber,: I move to approve Ordinance No. 26-02-05-06 calling the Joint General and Joint Special Election to be held on May 2, 2026, for the purpose of electing a Mayor and Council Members for Place 2 and Place 5 to the Corinth City Council. Seconded by Council Member Rayl.

Voting Yea: 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.

Council Member Garber
 Council Member Henderson
 Council Member Pickens

City Manager Campbell
Mayor Heidemann

Mayor Heidemann recessed the Regular Meeting at 6:35 P.M. and immediately convened into Executive Session under Section 551.074 and Section 551.087.

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 551.074 - Personnel Matters. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee.

a. City Manager Evaluation/Oversight

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. Church Drive & I-35E

b. Post Oak & I-35 (Oakmont Village)

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

Mayor Heidemann recessed the Executive Session at 7:46 P.M. and immediately reconvened into the Regular Meeting.

No action was taken.

ADJOURN

Mayor Heidemann adjourned the meeting at 7:46 P.M.

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


Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	2/19/2026	Title:	Land Contract City & CEDC
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		

A public hearing declaring a project of the Corinth EDC pertaining to the transfer of properties to the City took place on January 5, 2026. The Board of Directors moved to approved execution of the Performance Agreement and necessary documents on February 2, 2026.

Item/Caption

Consider and act on a resolution authorizing the City of Corinth to accept land from the Corinth Economic Development Corporation and to authorize the execution of all necessary documents.

Item Summary/Background/Prior Action

The City of Corinth and Corinth EDC entered into a Performance Agreement as approved at the February 5th, 2026 Council Meeting to authorize the transfer of certain properties under the CEDC's ownership to the City. These properties are defined in the agreement and can be generally described as 1212 North Corinth Street, 1218 North Corinth Street, and the two former ROW parcels at the eastern intersection of Corinth Parkway & I-35E.

To facilitate the ownership transfer, Staff is presenting the attached resolution and corresponding land contract. The properties are not being transferred for a sales price and are subject to requirements in the Performance Agreement. Such requirements include the City's obligation to sell the properties for economic development purposes within five years and to return the proceeds from selling 1212 & 1218 North Corinth Street to the CEDC at such time. The City shall retain proceeds from the sale of the two former ROW parcels.

Updated legal descriptions to be incorporated prior to closing.

Financial Impact

N/A.

Staff Recommendation/Motion

Staff recommends that Council move to approve the resolution and attached land contract as presented.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 26-02-19-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE SALE OF APPROXIMATELY 3.54 ACRES, MORE OR LESS, FROM THE CORINTH ECONOMIC DEVELOPMENT CORPORATION TO THE CITY OF CORINTH AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ANY AND ALL NECESSARY REAL ESTATE DOCUMENTS TO PURCHASE AND ACCEPT TITLE TO THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Corinth Economic Development Corporation (the “CEDC”) own approximately 3.54 acres of land (the “Property”) within the City of Corinth, and the CEDC desire to transfer ownership of the Property to the City of Corinth, Texas (the “City”) for purposes of economic development; and

WHEREAS, the CEDC took appropriate steps for the approval of an economic development project for the development of the Property by a third-party Developer and the conveyance of the Property to the City as part of agreements for development of the Property pursuant to an economic development incentive agreement between the City, CEDC and Developer (the “Project”); and

WHEREAS, the Board of the CEDC provided public notice of the Project and has approved the sale of the Property pursuant to a Performance Agreement (the “Agreement”) between the CEDC and the City as fully executed on February 12, 2026; and

WHEREAS, the City Council of the City of Corinth accepts the transfer of the Property from the CEDC to the City pursuant to the Performance Agreement and authorizes the City Manager on behalf of the City and the President on behalf of the CEDC to execute the Purchase and Sale Agreement and all real estate closing documents necessary for the City and CEDC to transfer the Property.

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

SECTION 1. That the above premises are true and correct legislative findings of the City Council and are hereby incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council approves the Purchase and Sale Agreement between the City and CEDC, a copy of which is attached as **Exhibit A** to this Resolution and is incorporated for all purposes, and authorizes the Mayor or his designee on behalf of the City to execute the Purchase and Sale Agreement and any and all real estate closing documents necessary for the City to purchase and accept title to the Property.

SECTION 3. This Resolution is in full force and effect upon its adoption.

ADOPTED on this 19th day of February, 2026.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT A
Purchase and Sale Agreement

REAL ESTATE SALES CONTRACT

STATE OF TEXAS

COUNTY OF DENTON

THIS REAL ESTATE SALES CONTRACT, (this “Contract”), is made by and between the Corinth Economic Development Corporation, (“CEDC”), a nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended, (“Seller” or “Corporation”), and the City of Corinth, Texas, a home-rule municipality (“Purchaser” or “City”), upon the terms and conditions set forth herein. Seller and Purchaser may also be referred to individually or collectively as “Party” or “Parties”.

WHEREAS, Seller is the owner of four (4) tracts of land situated in the City of Corinth, Denton County, Texas, and more specifically identified herein as **Exhibits A, B, C, & D**, attached hereto, (the “Real Property”), and the rights and appurtenances pertaining to such Real Property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way, and, to the extent they are assignable and relate to the ownership or operation of the Real Property, any improvements, fixtures, and personal property situated on and attached to the Real Property, collectively referred to as the “Property” or “Properties”; and

WHEREAS, Purchaser desires to purchase the Property (defined below) by means of a special warranty deed pursuant to a contract of sale to be executed by and between Purchaser and Seller; and

WHEREAS, the Seller and Purchaser had previously entered into a Real Estate Sales Contract on April 14, 2021 (the “Original Contract”) wherein the City provided the Corporation with proceeds for Corporation to purchase the tracts shown in **Exhibit A** and **Exhibit B**, and that required the Corporation to return sales proceeds from the Corporation’s sale of those tracts to the City at such time as the Corinth Economic Development Corporation sold the properties for economic development or other related public purposes as established in the Original Contract; however, the Corporation has not yet sold those properties for economic development purposes; therefore, the Corporation desires to convey fee simple title to those two properties back to the City at no cost; and

WHEREAS, the Seller and Purchaser had previously entered into a Chapter 380 Economic Development Agreement (the “Chapter 380 Agreement”) with third party developer Kairos Communities Partners, LLC on March 14, 2025, to include transferring ownership of the Properties from the City of Corinth to the Corinth Economic Development Corporation to sell the Properties to Kairos Communities Partners, LLC for the public purposes to promote local economic development; and

WHEREAS, the Corinth Economic Development Corporation held a public hearing on January 5, 2026 to declare the Chapter 380 Agreement and this Contract a project as authorized under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, the Parties have engaged in negotiations for the transfer of title to the Properties identified herein to a third party developer and have determined it necessary and mutually beneficial to enter into this Contract for the conveyance of such Properties and to establish the appraised value for the Properties; and

WHEREAS, the Parties understand and agree that the conveyance of title to the Properties identified herein is subject to compliance with the terms and conditions of this Contract governing the conveyance of the Property; and

WHEREAS, the Parties agree that the conveyance of title by Seller and acceptance of title by Purchaser provides sufficient consideration and adequately compensates each Party for the value of the Properties and the benefit of the bargain and serves the purpose of promoting economic development as required by State law. And

WHEREAS, the Parties have entered into a Performance Agreement between the City of Corinth and the Corinth Type B Economic Development Corporation dated February 12, 2026 (the "Performance Agreement"), providing terms and obligations governing the exchange of the Properties that requires return of ownership for failure of a receiving Party to utilize the Properties for economic development purposes as required by state law, including without limitation, Chapters 501 and 505 of the Texas Local Government Code, and the terms of the Performance Agreement shall survive conveyance of the Properties pursuant to this Agreement; and

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises, covenants, obligations and benefits set forth herein, the Seller and Purchaser, covenant and agree to the following terms and conditions:

ARTICLE I **GENERAL TERMS**

Incorporation of Premises/Terms Complimentary

1.01. The foregoing recitals are incorporated into this Contract as if set forth fully herein and shall constitute terms binding the Parties to this Agreement. The terms of this Contract govern the sale and purchase of the Property.

Conveyance of Property

1.02. Subject to the terms and conditions hereinafter set forth, Corporation hereby sells and agrees to convey to City by a Special Warranty Deed, and City hereby purchases and agrees to pay Corporation the consideration provided herein, for all of Corporation's right, title and interest in and to those certain Properties, and any improvements located thereon, being four (4) tracts of land located in the City of Corinth, Denton County, Texas, as more particularly described and/or depicted in **Exhibits A, B, C, & D**, attached hereto and incorporated herein, for the purpose of fulfilling each Parties' respective obligations under the Original Contract and the

Performance Agreement, including Purchaser's use of the Properties for economic development or related public purposes for the City of Corinth, Texas as more specifically described in the Chapter 380 Agreement and the Performance Agreement.

The Property will be conveyed to Purchaser at the closing free and clear of all liens, claims, easements, right-of-way, and encroachments except for the reversion as set forth in Article II below, and those encumbrances that either are not objected to or are objected to and not cured and that are subsequently waived pursuant to the Contract (the "Permitted Exceptions").

ARTICLE II CONSIDERATION FOR PURCHASE; REVERSION

2.01. The purchase price for the Properties shall be an amount not to exceed **TEN AND 00/100 DOLLARS (\$10.00)** and other good and valuable consideration, including without limitation cross promises, covenants and obligations set forth in the Performance Agreement, including the restriction and reversion requirements set forth therein, the terms of which Performance Agreement shall survive conveyance by Seller to Purchaser hereunder. Conveyance by Seller includes land and all improvements thereon, exclusive rights to oil, gas, or other minerals, water, timber, water rights, and the exclusive right to surface use other than for use as authorized in a recorded easement. The intent is that Purchaser will receive full and unrestricted fee simple title to the Property, improvements, and all rights listed in this Article subject only to the restrictions set forth in the Performance Agreement.

Conveyance by the Seller includes land and all improvements thereon, exclusive right to oil, gas, or other minerals, water, timber, and water rights. The intent is that the Purchaser will receive fee simple determinable title to the Properties and that the Properties shall automatically revert to the Seller upon Purchaser's failure to use the Properties for economic development or related public purposes for the City of Corinth, Texas in accordance with the terms of the Performance Agreement.

ARTICLE III *INTENTIONALLY DELETED*

ARTICLE IV CONVEYANCE BY DEED

4.01.

(a) At the Closing and subject to the terms and conditions set forth herein, Seller hereby agrees to deliver to Purchaser a duly executed and acknowledged Special Warranty Deed, the form of which shall be substantially in conformance with Exhibits E, F, G, & H, attached hereto and incorporated herein (the "Deeds"), conveying good and indefeasible title in fee simple to

each of the Properties, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (1) General real estate taxes for the year of Closing and subsequent years not yet due and payable, if any;
- (2) The restriction and right of reversion as set forth in the Performance Agreement;
- (3) The Permitted Exceptions, if any; and
- (4) Any other exceptions approved by Purchaser pursuant to this Contract or in writing.

- (b) Deliver to Purchaser an affidavit, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended, and the associated Treasury regulations.
- (c) Deliver to Purchaser such other documents as may be reasonably necessary or appropriate to transfer and convey the Property to Purchaser and to otherwise consummate this transaction in accordance with the terms of this Contract.
- (d) Deliver to Purchaser possession of the Property in accordance with the terms of this Contract.

4.02. At the closing, Purchaser shall:

- (a) Deliver to Seller and/or the Title Company such documents as may be reasonably necessary or appropriate to consummate this transaction in accordance with the terms of this Contract.

4.03. All state, county, and municipal taxes and assessments, if any, for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted at the Closing, Seller being charged and credited for the same up to and on such date and Purchaser being charged and credited for the same after such date. If the actual amounts to be prorated are not known at Closing, the prorations shall be computed on the basis of the best evidence then available; when actual figures are available a cash settlement shall be made between Seller and Purchaser. If any of the Parties are a public entity, such party is therefore exempt from the payment of all state, county, and municipal taxes for the current year relating to the Property. Applicable taxes shall be calculated as of the Closing Date and Seller's share shall be collected by Title Company at the Closing and remitted to the appropriate taxing jurisdictions in accordance with Section 26.11 of the Texas Tax Code. If there is any rollback tax liability for

the Property, the Purchaser will be responsible for those taxes to the extent allowed by law. However, if there is any rollback tax liability for the Property for any period of time prior to the Closing Date that is triggered by the actions of the Seller prior to the Closing Date, the Seller will assume the responsibility for those taxes. As a public entity exempt from such taxes, Purchaser does not hereby waive any exemption or other exception it, or the Property, may have from rollback taxes pursuant to Texas Tax Code §23.55(f) or other applicable law. The provisions of this Section shall survive the Closing.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

4.04. Each party shall pay any attorney's and other professional fees incurred by such party. All other costs and expenses of closing the sale and purchase shall be borne and paid as provided in this Contract, or if this Contract is silent, as is typical in similar transactions in Denton County, Texas.

ARTICLE V REAL ESTATE COMMISSIONS

5.01. It is expressly understood and agreed that no broker(s) have been involved in the negotiation or consummation of this Contract. **To the extent permitted by law, Purchaser and Seller hereby agree to indemnify, defend, and hold harmless the other party from any and all claims for any commission(s), brokerage fees or finder's fees brought by any person asserting a claim against Purchaser or Seller by reason of acts or omission of the indemnitor.**

ARTICLE VI *INTENTIONALLY DELETED*

ARTICLE VII REPRESENTATIONS

7.01. As a material inducement to the Purchaser to execute and perform its obligations under this Contract, the Seller hereby represents and warrants to the Purchaser as of the date of

execution of this Contract and through the date of the Closing that the following is true to the current actual knowledge of Seller, with no duty on the part of Seller to investigate the same:

- (a) There are no actions, suits, or proceedings (including condemnation) pending or threatened against the Property, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, nor is the Seller aware of any facts which to its knowledge might result in any such action, suit, or proceeding. The Seller is not in default with respect to any order or decree of any court of any governmental agency or instrumentality;
- (b) The Seller has good and indefeasible title to all of the Property, held subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction whatsoever, except as disclosed to Purchaser in the Title Commitment or as otherwise disclosed in writing by Seller to Purchaser, and Seller is duly authorized to sell the Property;
- (c) There are no parties in possession of any portion of the Property except as have been disclosed to Purchaser; and

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY PURCHASER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY SELLER, OR ANYONE ACTING ON BEHALF OF SELLER, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) PURCHASER HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) PURCHASER IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY PURCHASER IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) ONLY TO THE EXTENT ALLOWED BY LAW, PURCHASER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES SELLER OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE

ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. SELLER SHALL NOT HAVE (AND PURCHASER WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE PURCHASER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF AND SHALL BE CONTAINED IN THE DEED.

7.02. As a material inducement to the Seller to execute and perform its obligations under this Contract, the Purchaser hereby represents and warrants to the Seller as of the date of execution of this Contract and as of the date of the Closing as follows:

- (a) Purchaser is a Texas home-rule municipality and has all the requisite power and authority to enter into, deliver and perform this Contract;
- (b) No consent or approval other than that of the City Council of the City of Corinth is required in order for this Contract to be legal, valid and binding upon Purchaser; and the execution and delivery of this Contract and the consummation of this transaction shall not constitute a violation, breach or default by Purchaser of any term or provision of any other instrument of which Purchaser is a party or to which Purchaser may be subject;
- (c) To Purchaser's current actual knowledge, there are no actions, suits, or proceedings pending or threatened against the Purchaser, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, and Purchaser has received no written notice

of same. The Purchaser is not the subject of any bankruptcy, reorganization or insolvency proceeding.

7.03. All statements in this Article expressly shall survive the conveyance of the Properties in accordance with this Agreement and the Performance Agreement.

ARTICLE VIII BREACH BY SELLER

8.01. In the event Seller fails to fully and timely perform any of its obligations hereunder or fails to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as its sole and exclusive remedy, either (i) retain the Option Fee as liquidated damages or (ii) pursue specific performance.

ARTICLE IX BREACH BY PURCHASER

9.01. In the event Purchaser fails to fully and timely perform any of its obligations hereunder or fails to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in this Contract having been satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller may, as its sole and exclusive remedy, retain the Option Fee.

ARTICLE X CONDEMNATION

10.01. If all or any material portion of the Property is condemned (or sold and conveyed in lieu of condemnation) after the expiration of the Review Period and prior to the Closing, Purchaser may, at its election, either (a) proceed with the Closing and receive all awards or payments made by the condemning authority to which Seller was or might otherwise have been entitled to as a result of such condemnation, or (b) terminate this Contract, whereupon the Option Fee, will be retained by Seller.

ARTICLE XI MISCELLANEOUS

11.01. The Parties agree to the following miscellaneous provisions:

Survival of Covenants

(a) Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties pursuant to this Agreement, shall survive the date of conveyance of the Properties in accordance with the terms of the Performance Agreement, the terms of which are incorporated herein by reference, and the express terms of this Agreement and shall not be merged therein.

Notice

(b) All notices required or permitted by the terms hereof shall be given by hand delivery, or by sender-paid Federal Express or other national overnight delivery service, at the following addresses or at such other address as either party hereto shall in writing advise the other:

To Purchaser: City of Corinth, Texas
Attn: Scott Campbell, City Manager
3300 Corinth Pkwy
Corinth, Texas 76208

To Seller: Corinth Economic Development Corporation
Attn: Melissa Dailey, Director of Community & Economic Development
3300 Corinth Pkwy
Corinth, Texas 76208

with copies to: Patricia Adams
Messer & Fort, PLLC
6371 Preston Road, Suite #200
Frisco, Texas 75034

All notices shall be deemed given as of the time of hand delivery or the time such are either faxed or deposited with Federal Express or another national overnight delivery service for transmittal as aforesaid.

Texas Law to Apply

(c) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas, with any disputes arising hereunder being subject to the exclusive jurisdiction and venue of the state or federal courts in and for Denton County, Texas.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(f) This Contract constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the Parties.

Time of Essence

(g) Time is of the essence of this Contract.

Attorneys' Fees

(h) Any Party to this Contract which is the prevailing party in any legal proceeding against any other Party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

Gender and Number

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Compliance

(j) In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance.

Effective Date of Contract

(k) The term "Effective Date" or "effective date of this Contract" as used herein shall mean the date the Title Company receives this executed Contract.

Counterparts/Facsimile

(l) This Contract may be executed by original or facsimile signatures in multiple counterparts, each of which shall constitute an original and together constitute one and the same instrument.

Expiration of Offer

(m) The offer contained in this Contract shall automatically expire within five (5) business days from the date of execution by the first Party if the other Party has not executed and delivered the same to the first Party.

Assignment

(n) Other than an assignment of this Contract to an entity owned or controlled by Purchaser, this Contract may not be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller, and any attempted assignment by Purchaser shall be null and void and shall constitute a breach by Purchaser. Under no circumstances shall a permitted assignment by Purchaser become effective until each of the following conditions have been satisfied: (i) Purchaser's Review Period has expired; (ii) all of Purchaser's conditions to Closing have been satisfied or waived; and (iii) all assignees shall have assumed in writing, in form satisfactory to Seller, all of Purchaser's obligations under this Contract. No assignment shall relieve Purchaser from any of its obligations or any liability under this Contract. No permitted assignment by Purchaser shall be effective until Seller has been provided with written notice thereof, nor shall any assignment be effective until the Closing and unless this transaction actually closes.

IRS Reporting at Closing

(o) Title Company agrees to be the designated "reporting person" under 6045(e) of the U.S. Internal Revenue Code with respect to the real estate transaction described in this Contract and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection therewith, including Form 1099-B.

Further Documentation

(p) Each Party agrees in good faith to execute such further or additional documents as may be reasonably necessary or appropriate to fully carry out the intent and purpose of this Contract.

(the remainder of this page is intentionally left blank; signature page to follow)

Executed on the dates set forth at the signatures of the parties hereto.

SELLER:

**CORINTH ECONOMIC
DEVELOPMENT CORPORATION**, The Corinth Economic Development Corporation, a Texas nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended

By: _____
Name: _____
Title: _____

Date of Execution: _____

PURCHASER:

CITY OF CORINTH, a Texas home-rule municipality

By: _____
Name: _____
Title: _____

Date of Execution: _____

EXHIBIT A

0.9491 acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the
City of Corinth, Denton County, Texas

[Legal Description to be added.]

EXHIBIT B

1.2275 acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the
City of Corinth, Denton County, Texas

[Legal Description to be added.]

EXHIBIT C

0.917 tract of land situated in the L. Bates Survey, Abstract no. 204, located in the City of
Corinth, Denton County, Texas

[Legal Description to be added.]

EXHIBIT D

0.435 tract of land situated in the L. Bates Survey, Abstract no. 204, located in the City of
Corinth, Denton County, Texas

[Legal Description to be added.]

EXHIBIT E**SPECIAL WARRANTY DEED**

“Notice of Confidentiality Rights: If you are a Natural Person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers’ License Number.”

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

THAT the Corinth Economic Development Corporation, a Texas nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended, (hereinafter referred to collectively as “Grantor”), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the City of Corinth, Texas, a home-rule municipality (herein referred to as “Grantee”), all of the Seller’s individual interests in the real property generally identified as **0.9491 acre** tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the City of Corinth, Denton County, Texas, at the northeast corner of Corinth Parkway and IH-35, and more specifically described in **Exhibit “A”**, a copy of which is attached hereto and incorporated herein (hereinafter referred to as the “**Property**”), subject to Grantee’s continued use of the Property for economic development or other public purpose for the City of Corinth, Texas, and if Grantee fails to use the Property for such purposes of the City of Corinth, Texas, the Property shall automatically revert to Grantor.

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property; including any buildings, structures, fixtures, and improvements located thereon, and any interests, if any of Grantor in and to any land lying in any street, road, alley, right of way, access way or easement, open or proposed in favor of or adjoining, or within the Property.

This conveyance is made and accepted subject to (a) public dedications, zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; (b) the specific limitations set forth herein; and (c) all matters affecting the Property and filed of record in the real property records of Denton County, Texas.

**SPECIFIC LIMITATIONS – DEED RESTRICTIONS – REVERSIONARY
INTEREST**

The use of the Property is restricted to use for Economic Development purposes as defined by State law and pursuant a Performance Agreement between the Grantor and the Grantee dated February 12, 2026 (the "Performance Agreement") and a Chapter 380 Economic Development Agreement between Grantee, Grantor and third party developer Kairos Communities Partners, LLC on March 14, 2025 (the "380 Agreement"), each of which are on file in the City of Corinth City Secretary's Office and each of which are incorporated herein by reference. Collectively, the 380 Agreement and the Performance Agreement shall be referred to as the "Economic Development Agreements".

The Property shall only be conveyed, sold or utilized for economic development purposes as defined in Economic Development Agreements.

Any and all deeds by Grantee conveying the Property to subsequent purchasers shall include restrictions and obligations limiting development and use of the Property to the economic development purposes as identified in the Economic Development Agreements and expressly prohibiting other use of the Property.

These limitations shall be binding upon and are to be observed by Grantee, its successors and assigns and shall run with the land as restrictions on all future construction of structures and land use upon the Property.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED, (A) THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED AND ACCEPTED BY GRANTEE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY GRANTOR, OR ANYONE ACTING ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) GRANTEE IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN

THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) GRANTEE HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. GRANTOR SHALL NOT HAVE (AND GRANTEE WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE GRANTEE.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns; and Grantor does hereby bind itself, its successors or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the said 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, subject, however, to the Permitted Exceptions. **Notwithstanding the foregoing, should Grantee fail to comply with the above Specific Limitations and Deed Restrictions, or fail to perform the requirements and obligations described in Performance Agreement during its term and all renewals thereof, then title to the real property shall automatically revert to Grantor for the price of Ten (\$10) Dollars, Grantee shall execute all necessary documents for to effectuate the Reversionary Interest set forth above, and Grantor shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in**

the above-described Property shall cease and revert immediately to Grantor, its heirs and assigns.

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2026.

GRANTOR: The Corinth Economic Development Corporation, a Texas nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended

By: _____
Name: Nikolas Kokoron
Title: Chair

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Nikolas Kokoron, Chair of the Corinth Economic Development Corporation, a Texas nonprofit corporation organized under Chapters 501 and 505 of the Texas Local Government Code, as amended, on its behalf.

NOTARY PUBLIC STATE OF TEXAS

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Emma Crotty
3300 Corinth Pkwy
Corinth, TX 76208

EXHIBIT "A"
PROPERTY DESCRIPTION

0.9491 acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the
City of Corinth, Denton County, Texas

EXHIBIT F**SPECIAL WARRANTY DEED**

“Notice of Confidentiality Rights: If you are a Natural Person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers’ License Number.”

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

THAT the Corinth Economic Development Corporation, a Texas nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended, (hereinafter referred to collectively as “Grantor”), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the City of Corinth, Texas, a home-rule municipality (herein referred to as “Grantee”), all of the Seller’s individual interests in the real property generally identified as **1.2275** acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the City of Corinth, Denton County, Texas, at the southeast corner of Corinth Parkway and IH-35, and more specifically described in **Exhibit “A”**, a copy of which is attached hereto and incorporated herein (hereinafter referred to as the **“Property”**), subject to Grantee’s continued use of the Property for economic development or other public purpose for the City of Corinth, Texas, and if Grantee fails to use the Property for such purposes of the City of Corinth, Texas, the Property shall automatically revert to Grantor.

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property; including any buildings, structures, fixtures, and improvements located thereon, and any interests, if any of Grantor in and to any land lying in any street, road, alley, right of way, access way or easement, open or proposed in favor of or adjoining, or within the Property.

This conveyance is made and accepted subject to (a) public dedications, zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; (b) the specific limitations set forth herein; and (c) all matters affecting the Property and filed of record in the real property records of Denton County, Texas.

**SPECIFIC LIMITATIONS – DEED RESTRICTIONS – REVERSIONARY
INTEREST**

**The use of the Property is restricted to use for Economic Development
purposes as defined by State law and pursuant a Performance Agreement**

between the Grantor and the Grantee dated February 12, 2026 (the "Performance Agreement") and a Chapter 380 Economic Development Agreement between Grantee, Grantor and third party developer Kairos Communities Partners, LLC on March 14, 2025 (the "380 Agreement"), each of which are on file in the City of Corinth City Secretary's Office and each of which are incorporated herein by reference. Collectively, the 380 Agreement and the Performance Agreement shall be referred to as the "Economic Development Agreements".

The Property shall only be conveyed, sold or utilized for economic development purposes as defined in Economic Development Agreements.

Any and all deeds by Grantee conveying the Property to subsequent purchasers shall include restrictions and obligations limiting development and use of the Property to the economic development purposes as identified in the Economic Development Agreements and expressly prohibiting other use of the Property.

These limitations shall be binding upon and are to be observed by Grantee, its successors and assigns and shall run with the land as restrictions on all future construction of structures and land use upon the Property.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED, (A) THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED AND ACCEPTED BY GRANTEE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY GRANTOR, OR ANYONE ACTING ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) GRANTEE IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) GRANTEE HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS

DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. GRANTOR SHALL NOT HAVE (AND GRANTEE WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE GRANTEE.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns; and Grantor does hereby bind itself, its successors or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the said 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, subject, however, to the Permitted Exceptions. **Notwithstanding the foregoing, should Grantee fail to comply with the above Specific Limitations and Deed Restrictions, or fail to perform the requirements and obligations described in Performance Agreement during its term and all renewals thereof, then title to the real property shall automatically revert to Grantor for the price of Ten (\$10) Dollars, Grantee shall execute all necessary documents for to effectuate the Reversionary Interest set forth above, and Grantor shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its heirs and assigns.**

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2026.

GRANTOR: The Corinth Economic Development Corporation, a Texas nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended

By: _____

Name: Nikolas Kokoron

Title: Chair

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Nikolas Kokoron, Chair of the Corinth Economic Development Corporation, a Texas nonprofit corporation organized under Chapters 501 and 505 of the Texas Local Government Code, as amended, on its behalf.

NOTARY PUBLIC STATE OF TEXAS

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Emma Crotty
3300 Corinth Pkwy
Corinth, TX 76208

EXHIBIT "A"
PROPERTY DESCRIPTION

1.2275 acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the
City of Corinth, Denton County, Texas

EXHIBIT G**SPECIAL WARRANTY DEED**

“Notice of Confidentiality Rights: If you are a Natural Person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers’ License Number.”

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

THAT the Corinth Economic Development Corporation, a Texas nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended, (hereinafter referred to collectively as “Grantor”), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the City of Corinth, Texas, a home-rule municipality (herein referred to as “Grantee”), all of the Seller’s individual interests in the real property generally identified as a **0.917** acre tract of land situated in the L. Bates Survey, Abstract no. 204, located in the City of Corinth, Denton County, Texas and more specifically described in **Exhibit “A”**, a copy of which is attached hereto and incorporated herein (hereinafter referred to as the **“Property”**), subject to Grantee’s sale and/or continued use of the Property for economic development or other public purpose for the City of Corinth, Texas, and if Grantee fails to either sell or use the Property for such purposes of the City of Corinth, Texas, the Property shall automatically revert to Grantor.

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property; including any buildings, structures, fixtures, and improvements located thereon, and any interests, if any of Grantor in and to any land lying in any street, road, alley, right of way, access way or easement, open or proposed in favor of or adjoining, or within the Property.

This conveyance is made and accepted subject to (a) public dedications, zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; (b) the specific limitations set forth herein; and (c) all matters affecting the Property and filed of record in the real property records of Denton County, Texas.

**SPECIFIC LIMITATIONS – DEED RESTRICTIONS – REVERSIONARY
INTEREST**

The use of the Property is restricted to use for Economic Development purposes as defined by State law and pursuant a Performance Agreement between the Grantor and the Grantee dated February 12, 2026 (the “Performance Agreement”) and a Chapter 380 Economic Development

Agreement between Grantee, Grantor and third party developer Kairos Communities Partners, LLC on March 14, 2025 (the "380 Agreement"), each of which are on file in the City of Corinth City Secretary's Office and each of which are incorporated herein by reference. Collectively, the 380 Agreement and the Performance Agreement shall be referred to as the "Economic Development Agreements".

The Property shall only be conveyed, sold or utilized for economic development purposes as defined in Economic Development Agreements.

Any and all deeds by Grantee conveying the Property to subsequent purchasers shall include restrictions and obligations limiting development and use of the Property to the economic development purposes as identified in the Economic Development Agreements and expressly prohibiting other use of the Property.

These limitations shall be binding upon and are to be observed by Grantee, its successors and assigns and shall run with the land as restrictions on all future construction of structures and land use upon the Property.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED, (A) THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED AND ACCEPTED BY GRANTEE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY GRANTOR, OR ANYONE ACTING ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) GRANTEE IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) GRANTEE HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS")

WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. GRANTOR SHALL NOT HAVE (AND GRANTEE WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE GRANTEE.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns; and Grantor does hereby bind itself, its successors or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the said 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, subject, however, to the Permitted Exceptions. **Notwithstanding the foregoing, should Grantee fail to comply with the above Specific Limitations and Deed Restrictions, or fail to perform the requirements and obligations described in Performance Agreement during its term and all renewals thereof, then title to the real property shall automatically revert to Grantor for the price of Ten (\$10) Dollars, Grantee shall execute all necessary documents for to effectuate the Reversionary Interest set forth above, and Grantor shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its heirs and assigns.**

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2026.

GRANTOR: The Corinth Economic Development Corporation, a Texas nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended

By: _____
Name: Nickolas Kokoron
Title: Chair

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Nickolas Kokoron, Chair of the Corinth Economic Development Corporation, a Texas nonprofit corporation organized under Chapters 501 and 505 of the Texas Local Government Code, as amended, on its behalf.

NOTARY PUBLIC STATE OF TEXAS

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Emma Crotty
3300 Corinth Pkwy
Corinth, TX 76208

EXHIBIT "A"
PROPERTY DESCRIPTION

0.917 acre tract of land situated in the L. Bates Survey, Abstract no. 204, located in the City of Corinth, Denton County, Texas

EXHIBIT H**SPECIAL WARRANTY DEED**

“Notice of Confidentiality Rights: If you are a Natural Person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers’ License Number.”

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
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THAT the Corinth Economic Development Corporation, a Texas nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended, (hereinafter referred to collectively as “Grantor”), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the City of Corinth, Texas, a home-rule municipality (herein referred to as “Grantee”), all of the Seller’s individual interests in the real property generally identified as a **0.435 acre** tract of land situated in the L. Bates Survey, Abstract no. 204, located in the City of Corinth, Denton County, Texas and more specifically described in **Exhibit “A”**, a copy of which is attached hereto and incorporated herein (hereinafter referred to as the “**Property**”), subject to Grantee’s continued use of the Property for economic development or other public purpose for the City of Corinth, Texas, and if Grantee fails to use the Property for such purposes of the City of Corinth, Texas, the Property shall automatically revert to Grantor.

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property; including any buildings, structures, fixtures, and improvements located thereon, and any interests, if any of Grantor in and to any land lying in any street, road, alley, right of way, access way or easement, open or proposed in favor of or adjoining, or within the Property.

This conveyance is made and accepted subject to (a) public dedications, zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; (b) the specific limitations set forth herein; and (c) all matters affecting the Property and filed of record in the real property records of Denton County, Texas.

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INTEREST**

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Agreement between Grantee, Grantor and third party developer Kairos Communities Partners, LLC on March 14, 2025 (the "380 Agreement"), each of which are on file in the City of Corinth City Secretary's Office and each of which are incorporated herein by reference. Collectively, the 380 Agreement and the Performance Agreement shall be referred to as the "Economic Development Agreements".

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EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2026.

GRANTOR: The Corinth Economic Development Corporation, a Texas nonprofit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code, as amended

By:_____

Name: Nickolas Kokoron

Title: Chair

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Nickolas Kokoron, Chair of the Corinth Economic Development Corporation, a Texas nonprofit corporation organized under Chapters 501 and 505 of the Texas Local Government Code, as amended, on its behalf.

NOTARY PUBLIC STATE OF TEXAS

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Emma Crotty
3300 Corinth Pkwy
Corinth, TX 76208

EXHIBIT "A"
PROPERTY DESCRIPTION

0.435 acre tract of land situated in the L. Bates Survey, Abstract no. 204, located in the City of Corinth, Denton County, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	2/19/2026	Title:	Kairos Land Sale – Corinth Square
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

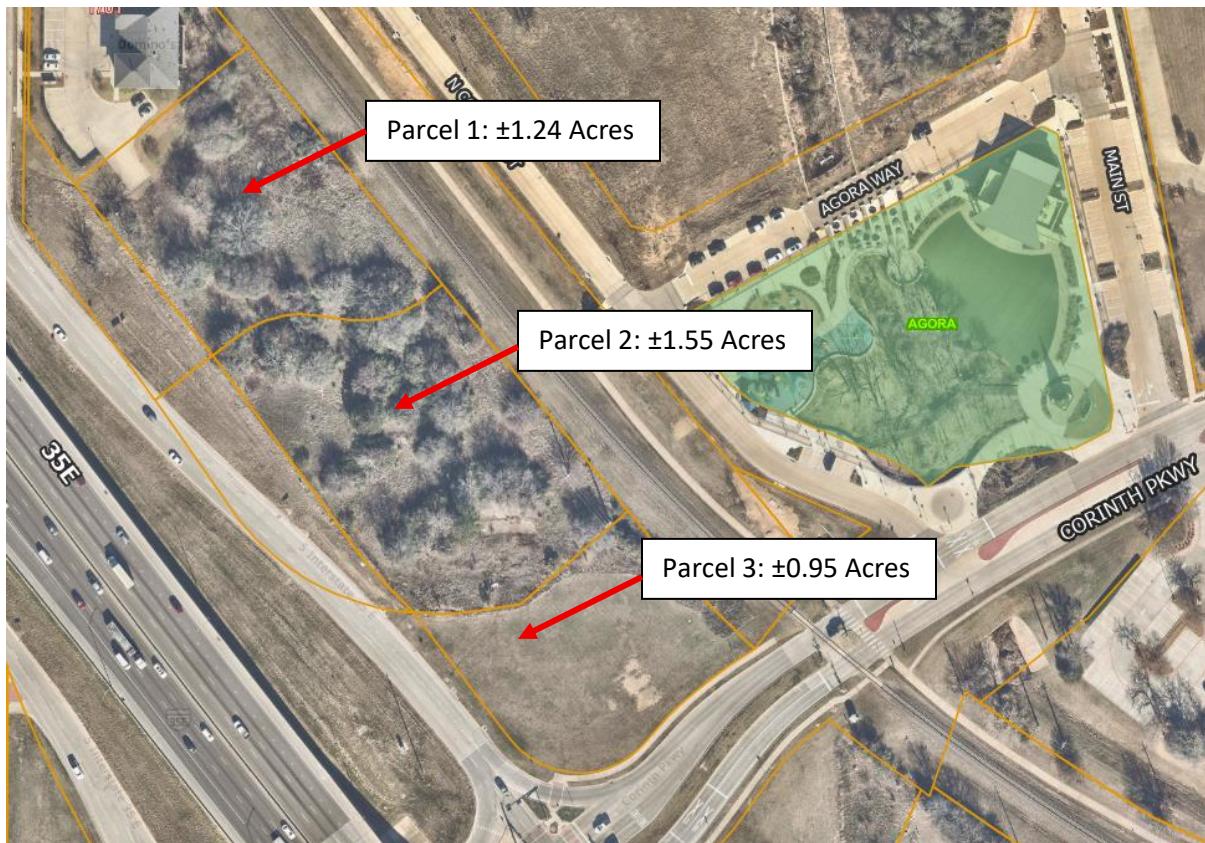
Consider and act on a resolution authorizing the City of Corinth to enter into a Purchase and Sale Agreement with Kairos Communities Partners LLC and authorizing the City Manager to execute all necessary documents.

Item Summary/Background/Prior Action

The City of Corinth, Corinth Economic Development Corporation (CEDC), and Kairos Communities Partners LLC (Developer/Kairos) entered into a Chapter 380 Economic Development Incentive Agreement on March 14, 2025 for the development of certain properties along Corinth Parkway & North Corinth Street. The Agreement was recently amended following the February 2nd, 2026 EDC meeting and February 5th, 2026 City Council meeting.

Kairos has proposed three projects along North Corinth Street & Corinth Parkway on City-owned parcels that are complimentary to the City's objectives of curating a vibrant, downtown district as defined in the Envision Corinth 2040 Comprehensive Plan and specifically the 2025 Downtown Corinth Plan. The Chapter 380 Agreement stipulates that the City will sell the necessary parcels for each of the projects at a reduced sales price of \$2.00/SF, pursuant to the Developer's compliance with specific benchmarks and project requirements as defined in the Agreement. In the event that the Developer fails to do so, the City will be able to reclaim ownership of any sold properties up until the point at which the horizontal infrastructure is successfully completed.

At this time, Kairos has indicated that they are ready to proceed with purchasing the properties required for what is referred to in the Chapter 380 Agreement as Project 2, or "Corinth Square North". The Developer is already engaged in the planning and engineering approval process for this project, which is designed to include 14,385 square feet of commercial space, 52 multi-family units, and 61 townhomes in a mixed-use environment compliant with the properties' MX-C zoning. The total acreage of Project 2 is ±3.74 acres, or ±162,914 square feet. This translates to an incentivized sales price of ±\$325,828.80, pending final confirmation of the site acreage through an updated survey. A depiction of the properties for Project 2/Corinth Square North are shown below:



The property identified above as Parcel 3 is currently owned by the CEDC. It will be conveyed to the City in accordance with the Performance Agreement approved by the City Council on February 5th, 2026, and following final approval of the land contract that is also being included in the February 19th meeting agenda.

The anticipated closing date for the land sale with Kairos is February 25th, 2026.

Financial Impact

The incentivized sales price of ±\$325,828.80 will be retained by the City's General Fund after closing.

Staff Recommendation/Motion

Staff recommends the City Council move to approve the resolution authorizing the City of Corinth to enter into a Purchase and Sales Agreement with Kairos Communities Partners, LLC and authorize the City Manager to execute all necessary documents.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 26-02-19-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE SALE OF APPROXIMATELY 3.74 ACRES, MORE OR LESS, FROM THE CITY OF CORINTH TO KAIROS COMMUNITIES PARTNERS, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ANY AND ALL NECESSARY REAL ESTATE DOCUMENTS FOR THE SALE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas (the “City”) owns approximately 3.74 acres of land (the “Property”) within the City of Corinth, and desires to sell the Property to Kairos Communities Partners, LLC (the “Developer”) pursuant to a Chapter 380 Economic Development Agreement between the City, the Corinth Economic Development Corporation (the “CEDC”), and the Developer that was originally executed on March 14, 2025 (the “Original Incentive Agreement”); and

WHEREAS, the Original Incentive Agreement was subsequently amended to adjust timelines and further identify projects, and on February 11, 2026, the Amended and Restated Chapter 380 Economic Development Agreement between the City, CEDC, and the Developer was approved and fully executed by all parties (the “Chapter 380 Agreement”) 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. 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, pursuant to the Chapter 380 Agreement, the City has agreed to convey the Property to the Developer for economic development purposes beneficial to the City; and

WHEREAS, Section 253.0125 of the Texas Local Government Code authorizes the City to transfer real property or an interest in real property for economic development purposes to the Developer, provided sufficient consideration has been provided; and

WHEREAS, the conveyance of the Property pursuant to the terms of the Chapter 380 Agreement requires the Developer to develop and use the Property in a manner that primarily promotes economic development and provides a return benefit to the City from increased sales tax revenues and ad valorem revenues resulting from the development on the Property as required by Local Government Code Section 253.0125(c); and

WHEREAS, the Chapter 380 Agreement contains provisions for the return of title to the Property back to the City if Developer fails to comply with specified timelines and to perform its obligations and requires the Developer to execute a Restriction Agreement as a condition precedent to the transfer of the Property from City to Developer; it being the agreement of the Parties that

the Property shall be continuously used for economic development purposes as identified in the Chapter 380 Agreement; and

WHEREAS, the City published public notice of the proposed transfer of Property to Developer in the Denton Record Chronicle, a newspaper of general circulation in the City; the notice included a description of the Property, including its location, and the notice was published on two (2) separate days within ten (10) days before the date of the transfer of the Property to the Developer as required by Local Government Code Section 253.0125 (e); and

WHEREAS, the City Council of the City of Corinth approves the sale of the Property to Kairos Communities Partners, LLC and authorizes the Mayor on behalf of the City to execute the Purchase and Sale Agreement and all real estate closing documents necessary for the City to sell the Property, including without limitation the Restriction Agreement, the execution of which by Developer is a condition precedent to the conveyance of the Property to the Developer.

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

SECTION 1. That the above premises are true and correct legislative findings of the City Council and are hereby incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council approves the Purchase and Sale Agreement between the City and Kairos Communities Partners, LLC, a copy of which is attached as **Exhibit A** to this Resolution and is incorporated for all purposes, and authorizes the Mayor on behalf of the City to execute the Purchase and Sale Agreement and any and all real estate closing documents necessary for the City to sell the Property, including without limitation the Restriction Agreement and to execute deeds conveying the Property, in accordance with the Chapter 380 Agreement.

SECTION 3. This Resolution is in full force and effect upon its adoption.

ADOPTED on this 19th day of February, 2026.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT A
Purchase and Sale Agreement

REAL ESTATE SALES CONTRACT

STATE OF TEXAS **§**

COUNTY OF DENTON **§**

THIS REAL ESTATE SALES CONTRACT ("Contract") is made by and between the City of Corinth, Texas, a home-rule municipality ("Seller" or "City"), and Kairos Communities Partners, LLC, a Texas limited liability company ("Purchaser" or "Kairos"), upon the terms and conditions set forth herein. Seller and Purchaser may also be referred to individually or collectively as "Party" or "Parties."

WHEREAS, Seller is the owner of three (3) tracts of land situated in the City of Corinth, Denton County, Texas, and more specifically identified herein as **Exhibits A, B, & C**, attached hereto (the "Real Property"), and the rights and appurtenances pertaining to such Real Property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way, and, to the extent they are assignable and relate to the ownership or operation of the Real Property, any improvements, fixtures, and personal property situated on and attached to the Real Property, collectively referred to as the "Property" or "Properties," and

WHEREAS, Purchaser desires to purchase the Property (defined below) by means of a special warranty deed pursuant to a contract of sale to be executed by and between Purchaser and Seller; and

WHEREAS, the Seller and Purchaser are also Parties to an Amended and Restated Chapter 380 Economic Development Agreement dated February 11, 2026 which includes the Corinth Economic Development Corporation as a party (the "Chapter 380 Agreement") and which provides for the sale of the Properties to Kairos Communities Partners, LLC for the public purposes to promote local economic development; and

WHEREAS, pursuant to the Chapter 380 Agreement, including section 3.04 thereof, City has agreed to sell the Properties at a reduced price of \$2.00 per square foot (the "Reduced Value") which price is less than the appraised value of \$16.40 per square foot for the Properties (the "Market Value"), the difference between those two values being identified as the "Incentive Value"; and

WHEREAS, the Properties are being sold at the Incentive Value to incentivize economic development of the Properties by the Purchaser; and

WHEREAS, the Properties are subject to a Restriction Agreement and deed reversion pursuant to the Chapter 380 Agreement and this Agreement which shall survive Closing and all future transfers of title to the Properties by Purchaser in accordance with the Chapter 380 Agreement, this Contract, and the Special Warranty Deed conveying the Properties; and

WHEREAS, the Parties understand and agree that the conveyance of title to the Properties identified herein is subject to compliance with the terms and conditions of this Chapter 380 Agreement and this Contract governing the conveyance of the Property which survive Closing and that the Purchase Price set forth in **Article II** is the Reduced Value and is provided pursuant to the Chapter 380 Agreement; and

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises, covenants, obligations and benefits set forth herein, the Seller and Purchaser, covenant and agree to the following terms and conditions:

ARTICLE I GENERAL TERMS

Incorporation of Premises/Terms Complimentary

1.01. The foregoing recitals are incorporated into this Contract as if set forth fully herein and shall constitute terms binding the Parties to this Agreement. The terms of this Contract govern the sale and purchase of the Property.

Conveyance of Property

1.02. Subject to the terms and conditions hereinafter set forth, Seller hereby sells and agrees to convey to Purchaser by a Special Warranty Deed containing a reversion and subject to a Restriction Agreement, and Purchaser hereby purchases and agrees to pay Seller the consideration provided herein, for all of Seller's right, title and interest in and to those certain Properties, and any improvements located thereon, being an approximate 3.74 acres of land comprised of three (3) tracts of land located in the City of Corinth, Denton County, Texas, as more particularly described and/or depicted in **Exhibits A, B, & C**, attached hereto and incorporated herein, for the purpose of fulfilling each Parties' respective obligations under Chapter 380 Agreement and this Contract.

The Property will be conveyed to Purchaser at the closing free and clear of all liens, claims, easements, right-of-way, and encroachments except for the reversion as set forth in **Article II** below, and those encumbrances that either are not objected to or are objected to and not cured and that are subsequently waived pursuant to this Contract (the "**Permitted Exceptions**").

ARTICLE II CONSIDERATION FOR PURCHASE; REVERSION

2.01. Purchase Price – Reduced Value. The aggregate appraised value of the Properties identified in **Exhibit A, B, & C** hereto is \$16.40 per square foot per the appraisal(s) dated January 19, 2026 (the "Market Value"). The Reduced Value for the Properties identified in **Exhibit A** hereto shall be \$2.00 per square foot. The Reduced Value purchase price shall be **Three Hundred Twenty-Five Thousand Eight Hundred Twenty-Eight and 80/100 Dollars (\$325,828.80)** and other good and valuable

consideration, including without limitation cross promises, covenants and obligations set forth in this Contract and the Chapter 380 Agreement, including the restriction and reversion requirements set forth therein, the terms of which shall survive conveyance by Seller to Purchaser hereunder and shall survive future conveyances of the Properties by Purchaser as provided in this Contract, the Chapter 380 Agreement, and the Special Warranty Deed(s) conveying the Properties. Conveyance by Seller includes land and all improvements thereon, exclusive of Seller's rights to oil, gas, or other minerals, water, timber, water rights, and the conveys the exclusive right to surface use other than for use as authorized in a recorded easement. The intent is that Purchaser will receive full and unrestricted fee simple title to the Properties, improvements, and all rights listed in this Article subject only to the restrictions set forth herein, in the Chapter 380 Agreement and in the Special Warranty Deed.

2.02. Restriction – Seller Option to Repurchase. The sale and conveyance by the Seller to Purchaser pursuant to this Contract and the Chapter 380 Agreement is subject to the Restriction Agreement which Purchaser agrees to execute as a condition precedent to Closing and which Purchaser agrees to require its successors, assigns, and/or subsequent purchasers of the Property to execute in order to assume its obligations under the Restriction Agreement, Deeds, and the Chapter 380 Agreement. Any and all subsequent transfers, sales, or conveyances of the Property by Purchaser without an assignment and assumption of Purchaser's obligations under the Restriction Agreement, Deeds, and Chapter 380 Agreement shall be null and void ab initio and shall not transfer title from Purchaser; rather any such transfer, sale, or conveyance of the Property in violation of this Contract, the Deeds, and/or the Chapter 380 Agreement shall trigger the Seller option to repurchase and all other remedies available to Seller. The requirements of this Section, the Chapter 380 Agreement, the Restriction Agreement, and the Special Warranty Deed(s) shall survive Closing. The remedies provided under this Section shall be cumulative and not exclusive and shall survive termination.

ARTICLE III CONVEYANCE BY DEED

3.01. At Closing, Seller shall:

- (a) At the Closing and subject to the terms and conditions set forth herein, Seller hereby agrees to deliver to Purchaser duly executed and acknowledged Special Warranty Deeds, the form of which shall be substantially in conformance with **Exhibits D, E, & F**, attached hereto and incorporated herein (the "**Deeds**"), conveying good and indefeasible title in fee simple to each of the Properties, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (1) General real estate taxes for the year of Closing and subsequent years not yet due and payable, if any;
- (2) The restriction and right of reversion as set forth in the Performance Agreement;
- (3) The Permitted Exceptions, if any; and
- (4) Any other exceptions approved by Purchaser pursuant to this Contract or in writing.

- (b) Deliver to Purchaser an affidavit, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended, and the associated Treasury regulations.
- (c) Deliver to Purchaser such other documents as may be reasonably necessary or appropriate to transfer and convey the Property to Purchaser and to otherwise consummate this transaction in accordance with the terms of this Contract.
- (d) Deliver to Purchaser possession of the Property in accordance with the terms of this Contract.

3.02. At the closing, Purchaser shall: Deliver to Seller and/or the Title Company such documents as may be reasonably necessary or appropriate to consummate this transaction in accordance with the terms of this Contract.

3.03. All state, county, and municipal taxes and assessments, if any, for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted at the Closing, Seller being charged and credited for the same up to and on such date and Purchaser being charged and credited for the same after such date. If the actual amounts to be prorated are not known at Closing, the prorations shall be computed on the basis of the best evidence then available; when actual figures are available a cash settlement shall be made between Seller and Purchaser. If any of the Parties are a public entity, such party is therefore exempt from the payment of all state, county, and municipal taxes for the current year relating to the Property. Applicable taxes shall be calculated as of the Closing Date and Seller's share shall be collected by Title Company at the Closing and remitted to the appropriate taxing jurisdictions in accordance with Section 26.11 of the Texas Tax Code. If there is any rollback tax liability for the Property, the Purchaser will be responsible for those taxes to the extent allowed by law. However, if there is any rollback tax liability for the Property for any period of time prior to the Closing Date that is triggered by the actions of the Seller prior to the Closing Date, the Seller will assume the responsibility for those taxes. As a public entity exempt from such taxes, Purchaser does not hereby waive any exemption or

other exception it, or the Property, may have from rollback taxes pursuant to Texas Tax Code §23.55(f) or other applicable law. The provisions of this Section shall survive the Closing.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

3.04. Each party shall pay any attorney's and other professional fees incurred by such party. All other costs and expenses of closing the sale and purchase shall be borne and paid as provided in this Contract, or if this Contract is silent, as is typical in similar transactions in Denton County, Texas.

ARTICLE IV REAL ESTATE COMMISSIONS

It is expressly understood and agreed that no broker(s) have been involved in the negotiation or consummation of this Contract. **To the extent permitted by law, Purchaser and Seller hereby agree to indemnify, defend, and hold harmless the other party from any and all claims for any commission(s), brokerage fees or finder's fees brought by any person asserting a claim against Purchaser or Seller by reason of acts or omission of the indemnitee.**

ARTICLE V REPRESENTATIONS

5.01. As a material inducement to the Purchaser to execute and perform its obligations under this Contract, the Seller hereby represents and warrants to the Purchaser as of the date of execution of this Contract and through the date of the Closing that the following is true to the current actual knowledge of Seller, with no duty on the part of Seller to investigate the same:

- (a) There are no actions, suits, or proceedings (including condemnation) pending or threatened against the Property, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, nor is the Seller aware of any facts which to its knowledge might result in any such action, suit, or proceeding.

The Seller is not in default with respect to any order or decree of any court of any governmental agency or instrumentality;

- (b) The Seller has good and indefeasible title to all of the Property, held subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction whatsoever, except as disclosed to Purchaser in the Title Commitment or as otherwise disclosed in writing by Seller to Purchaser, and Seller is duly authorized to sell the Property;
- (c) There are no parties in possession of any portion of the Property except as have been disclosed to Purchaser; and

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY PURCHASER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY SELLER, OR ANYONE ACTING ON BEHALF OF SELLER, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) PURCHASER HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) PURCHASER IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY PURCHASER IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) ONLY TO THE EXTENT ALLOWED BY LAW, PURCHASER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES SELLER OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15

U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. SELLER SHALL NOT HAVE (AND PURCHASER WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE PURCHASER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF AND SHALL BE CONTAINED IN THE DEED.

5.02. As a material inducement to the Seller to execute and perform its obligations under this Contract, the Purchaser hereby represents and warrants to the Seller as of the date of execution of this Contract and as of the date of the Closing as follows:

- (a) Purchaser is a Texas home-rule municipality and has all the requisite power and authority to enter into, deliver and perform this Contract;
- (b) No consent or approval other than that of the City Council of the City of Corinth is required in order for this Contract to be legal, valid and binding upon Purchaser; and the execution and delivery of this Contract and the consummation of this transaction shall not constitute a violation, breach or default by Purchaser of any term or provision of any other instrument of which Purchaser is a party or to which Purchaser may be subject;
- (c) To Purchaser's current actual knowledge, there are no actions, suits, or proceedings pending or threatened against the Purchaser, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, and Purchaser has received no written notice of same. The Purchaser is not the subject of any bankruptcy, reorganization or insolvency proceeding.

5.03. All statements in this Article expressly shall survive the conveyance of the Properties in accordance with this Agreement and the Performance Agreement.

ARTICLE VI **BREACH BY SELLER**

In the event Seller fails to fully and timely perform any of its obligations hereunder or fails to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as its sole and exclusive remedy, either (i) retain the Option Fee as liquidated damages or (ii) pursue specific performance.

ARTICLE VII **BREACH BY PURCHASER**

In the event Purchaser fails to fully and timely perform any of its obligations hereunder or fails to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in this Contract having been satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller may, as its sole and exclusive remedy, retain the Option Fee.

ARTICLE VIII **CONDEMNATION**

If all or any material portion of the Property is condemned (or sold and conveyed in lieu of condemnation) after the expiration of the Review Period and prior to the Closing, Purchaser may, at its election, either (a) proceed with the Closing and receive all awards or payments made by the condemning authority to which Seller was or might otherwise have been entitled to as a result of such condemnation, or (b) terminate this Contract, whereupon the Option Fee, will be retained by Seller.

ARTICLE XI **MISCELLANEOUS**

The Parties agree to the following miscellaneous provisions:

Survival of Covenants

9.01. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties pursuant to this Agreement, shall survive the date of conveyance of the Properties in accordance with the terms of the Performance Agreement, the terms of which are incorporated herein by reference, and the express terms of this Agreement and shall not be merged therein.

Notice

9.02. All notices required or permitted by the terms hereof shall be given by hand delivery, or by sender-paid Federal Express or other national overnight delivery service, at the following addresses or at such other address as either party hereto shall in writing advise the other:

To Seller: City of Corinth, Texas
Attn: Scott Campbell, City Manager
3300 Corinth Pkwy
Corinth, Texas 76208

with copies to: Patricia Adams
Messer & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Purchaser: Kairos Community Partners, LLC
1420 Mockingbird Way, Suite 640
Dallas, Texas 75247

with copies to: Neville Law Group, PLLC
199 S. 1800 W
Farmington, UT 84025

All notices shall be deemed given as of the time of hand delivery or the time such are either faxed or deposited with Federal Express or another national overnight delivery service for transmittal as aforesaid.

Texas Law to Apply

9.03. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas, with any disputes arising hereunder being subject to the exclusive jurisdiction and venue of the state or federal courts in and for Denton County, Texas.

Parties Bound

9.04. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.05. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

9.06. This Contract constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the Parties.

Time of Essence

9.07. Time is of the essence of this Contract.

Attorneys' Fees

9.08. Any Party to this Contract which is the prevailing party in any legal proceeding against any other Party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

Gender and Number

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

Compliance

9.10. In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance.

Effective Date of Contract

9.11. The term "Effective Date" or "effective date of this Contract" as used herein shall mean the date the Title Company receives this executed Contract.

Counterparts/Facsimile

9.12. This Contract may be executed by original or facsimile signatures in multiple counterparts, each of which shall constitute an original and together constitute one and the same instrument.

Expiration of Offer

9.13. The offer contained in this Contract shall automatically expire within five (5) business days from the date of execution by the first Party if the other Party has not executed and delivered the same to the first Party.

Assignment

9.14. Other than an assignment of this Contract to an entity owned or controlled by Purchaser, this Contract may not be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller, and any attempted assignment by Purchaser shall be null and void and shall constitute a breach by Purchaser. Under no circumstances shall a permitted assignment by Purchaser become effective until each of the following conditions have been satisfied: (i) Purchaser's Review Period has expired; (ii) all of Purchaser's conditions to Closing have been satisfied or waived; and (iii) all assignees shall have assumed in writing, in form satisfactory to Seller, all of Purchaser's obligations under this Contract. No assignment shall relieve Purchaser from any of its obligations or any liability under this Contract. No permitted assignment by Purchaser shall be effective until Seller has been provided with written notice thereof, nor shall any assignment be effective until the Closing and unless this transaction actually closes.

IRS Reporting at Closing

9.15. Title Company agrees to be the designated "reporting person" under 6045(e) of the U.S. Internal Revenue Code with respect to the real estate transaction described in this Contract and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection therewith, including Form 1099-B.

Further Documentation

9.16. Each Party agrees in good faith to execute such further or additional documents as may be reasonably necessary or appropriate to fully carry out the intent and purpose of this Contract.

(the remainder of this page is intentionally left blank; signature page to follow)

Executed on the dates set forth at the signatures of the parties hereto.

SELLER:

CITY OF CORINTH, a Texas home-rule
municipality

By: _____
Name: _____
Title: _____

Date of Execution: _____

PURCHASER:

KAIROS COMMUNITY PARTNERS, LLC., a Texas
limited liability company

By: _____
Name: _____
Title: _____

Date of Execution: _____

EXHIBIT A

0.9491 acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the City of Corinth, Denton County, Texas

[Updated Legal Description to be added prior to closing.]

EXHIBIT B

1.548 acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the City of Corinth, Denton County, Texas

[Updated Legal Description to be added prior to closing.]

EXHIBIT C

G 4 CORINTH ADDITION BLK A LOT 2, located in the City of Corinth, Denton County, Texas

[Updated Legal Description to be added prior to closing.]

EXHIBIT D

SPECIAL WARRANTY DEED

“Notice of Confidentiality Rights: If you are a Natural Person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers’ License Number.”

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

THAT the City of Corinth, Texas, a municipal home-rule corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the Kairos Communities Properties, LLC, a Texas limited liability corporation (herein referred to as "Grantee"), all of the Seller's individual interests in the real property generally identified as 0.9491 acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the City of Corinth, Denton County, Texas, at the northeast corner of Corinth Parkway and IH-35, and more specifically described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein (hereinafter referred to as the "**Property**"), subject to Grantee's continued use of the Property for economic development or other public purpose for the City of Corinth, Texas, and if Grantee fails to use the Property for such purposes of the City of Corinth, Texas, the Property shall automatically revert to Grantor.

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property; including any buildings, structures, fixtures, and improvements located thereon, and any interests, if any of Grantor in and to any land lying in any street, road, alley, right of way, access way or easement, open or proposed in favor of or adjoining, or within the Property.

This conveyance is made and accepted subject to (a) public dedications, zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; (b) the specific limitations set forth herein; and (c) all matters affecting the Property and filed of record in the real property records of Denton County, Texas.

**SPECIFIC LIMITATIONS – DEED RESTRICTIONS – REVERSIONARY
INTEREST APPLICABLE TO GRANTEE, ASSIGNS, AND
SUBSEQUENT PURCHASERS**

The use of the Property is restricted to use for Economic Development purposes as defined by State law and pursuant an

Amended and Restated Chapter 380 Economic Development Incentive Agreement between Grantee, Grantor and third party Corinth Economic Development Corporation dated February 11, 2026 (the “380 Agreement”), and a Performance Agreement between the Grantor and the Corinth Economic Development Corporation dated February 12, 2026 (the “Performance Agreement”), each of which are on file in the City of Corinth City Secretary’s Office and each of which are incorporated herein by reference. Collectively, the 380 Agreement and the Performance Agreement shall be referred to as the “Economic Development Agreements”.

The Property shall only be utilized, conveyed, transferred or sold by Grantee for economic development purposes as defined in Economic Development Agreements.

Any and all deeds by Grantee conveying the Property to subsequent purchasers shall include restrictions and obligations limiting development and use of the Property to the economic development purposes as identified in the Economic Development Agreements and expressly prohibiting other use of the Property, shall include a restriction agreement authorizing and mandating the reversion of the Property to Grantor for any failure of Grantee or subsequent purchasers to utilize and develop the Property for economic development purposes as required by the terms of the Economic Development Agreements, and requiring such subsequent purchasers to execute documents to effectuate the reversion of the Property to Grantor within ten (10) days of the date of written demand by Grantor.

These restrictions and limitations shall be binding upon and are to be observed by Grantee, its successors and assigns and shall run with the land as covenants and restrictions on each and every future development, conveyance, construction of structures and land use upon the Property.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED, (A) THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED AND ACCEPTED BY GRANTEE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY GRANTOR, OR ANYONE ACTING ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT,

ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) GRANTEE IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) GRANTEE HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. GRANTOR SHALL NOT HAVE (AND GRANTEE WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE GRANTEE.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns; and Grantor does hereby bind itself, its successors or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the said 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, subject, however, to the Permitted Exceptions. **Notwithstanding the foregoing, should Grantee, including its successors, assigns, and/or subsequent purchasers fail to comply with the above Specific Limitations – Deed Restrictions – Reversionary Interest Applicable to Grantee, Assigns, and Subsequent Purchasers (the “Reversionary Interest”), or fail to perform the requirements and obligations described in 380 Agreement during its term and all renewals thereof, then title to the Property shall automatically revert to Grantor within ten (10) days of the date of written demand by Grantor for the consideration as provided in the 380 Agreement and Restriction Agreement when such reversion is triggered. Grantee, its assigns, and/or subsequent purchasers shall execute all necessary documents for to effectuate the Reversionary Interest set forth above within ten (10) days of the date of written demand by Grantor, and Grantor shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its heirs and assigns.**

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2026.

GRANTOR: City of Corinth, Texas,
a home-rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026,
by _____, _____ of the City of Corinth, Texas, a home-rule municipality,
on its behalf.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Emma Crotty
3300 Corinth Pkwy
Corinth, TX 76208

EXHIBIT "A"
PROPERTY DESCRIPTION

0.9491 acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the City of Corinth, Denton County, Texas

[Updated Legal Description to be added prior to closing.]

EXHIBIT E**SPECIAL WARRANTY DEED**

"Notice of Confidentiality Rights: If you are a Natural Person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

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

THAT the City of Corinth, Texas, a home-rule municipality (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Kairos Communities Partners, LLC, a Texas limited liability corporation (herein referred to as "Grantee"), all of the Seller's individual interests in the real property generally identified as **1.548** acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the City of Corinth, Denton County, Texas, at the southeast corner of Corinth Parkway and IH-35, and more specifically described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein (hereinafter referred to as the "**Property**"), subject to Grantee's continued use of the Property for economic development or other public purpose for the City of Corinth, Texas, and if Grantee fails to use the Property for such purposes of the City of Corinth, Texas, the Property shall automatically revert to Grantor.

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property; including any buildings, structures, fixtures, and improvements located thereon, and any interests, if any of Grantor in and to any land lying in any street, road, alley, right of way, access way or easement, open or proposed in favor of or adjoining, or within the Property.

This conveyance is made and accepted subject to (a) public dedications, zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; (b) the specific limitations set forth herein; and (c) all matters affecting the Property and filed of record in the real property records of Denton County, Texas.

**SPECIFIC LIMITATIONS – DEED RESTRICTIONS – REVERSIONARY
 INTEREST APPLICABLE TO GRANTEE, ASSIGNS, AND
 SUBSEQUENT PURCHASERS**

The use of the Property is restricted to use for Economic Development purposes as defined by State law and pursuant an Amended and Restated Chapter 380 Economic Development Incentive Agreement between Grantee, Grantor and third party Corinth Economic Development Corporation dated February 11, 2026 (the "380 Agreement"), and a Performance Agreement between the Grantor and the Corinth Economic Development Corporation dated February 12, 2026 (the "Performance Agreement"), each of which are on file in the City of Corinth City Secretary's Office and each of which are incorporated herein by reference. Collectively, the 380 Agreement and the Performance Agreement shall be referred to as the "Economic Development Agreements".

The Property shall only be utilized, conveyed, transferred or sold by Grantee for economic development purposes as defined in Economic Development Agreements.

Any and all deeds by Grantee conveying the Property to subsequent purchasers shall include restrictions and obligations limiting development and use of the Property to the economic development purposes as identified in the Economic Development Agreements and expressly prohibiting other use of the Property, shall include a restriction agreement authorizing and mandating the reversion of the Property to Grantor for any failure of Grantee or subsequent purchasers to utilize and develop the Property for economic development purposes as required by the terms of the Economic Development Agreements, and requiring such subsequent purchasers to execute documents to effectuate the reversion of the Property to Grantor within ten (10) days of the date of written demand by Grantor.

These restrictions and limitations shall be binding upon and are to be observed by Grantee, its successors and assigns and shall run with the land as covenants and restrictions on each and every future development, conveyance, construction of structures and land use upon the Property.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED, (A) THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED AND ACCEPTED BY GRANTEE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR

STATEMENT BY GRANTOR, OR ANYONE ACTING ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) GRANTEE IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) GRANTEE HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. GRANTOR SHALL NOT HAVE (AND GRANTEE WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE GRANTEE.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns; and Grantor does hereby bind itself, its successors or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the

said 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, subject, however, to the Permitted Exceptions. **Notwithstanding the foregoing, should Grantee, including its successors, assigns, and/or subsequent purchasers fail to comply with the above Specific Limitations – Deed Restrictions – Reversionary Interest Applicable to Grantee, Assigns, and Subsequent Purchasers (the “Reversionary Interest”), or fail to perform the requirements and obligations described in 380 Agreement during its term and all renewals thereof, then title to the Property shall automatically revert to Grantor within ten (10) days of the date of written demand by Grantor for the consideration as provided in the 380 Agreement and Restriction Agreement when such reversion is triggered. Grantee, its assigns, and/or subsequent purchasers shall execute all necessary documents for to effectuate the Reversionary Interest set forth above within ten (10) days of the date of written demand by Grantor, and Grantor shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its heirs and assigns.**

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2026.

GRANTOR: City of Corinth, Texas,
a home-rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026,
by _____, _____ of the City of Corinth, Texas, a home-rule municipality,
on its behalf.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Emma Crotty
3300 Corinth Pkwy
Corinth, TX 76208

EXHIBIT "A"
PROPERTY DESCRIPTION

1.548 acre tract of land situated in the J.P. Walton Survey, Abstract no. 1389, located in the City of Corinth, Denton County, Texas

[Updated Legal Description to be added prior to closing.]

EXHIBIT F

SPECIAL WARRANTY DEED

“Notice of Confidentiality Rights: If you are a Natural Person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers’ License Number.”

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

THAT the City of Corinth, Texas, a home-rule municipality (hereinafter referred to collectively as "Grantor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Kairos Communities Properties, LLC, a Texas limited liability corporation (herein referred to as "Grantee"), all of the Seller's individual interests in the real property generally identified as a **1.24** acre tract of land situated in G 4 CORINTH ADDITION BLK A LOT 2, located in the City of Corinth, Denton County, Texas and more specifically described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein (hereinafter referred to as the "**Property**"), subject to Grantee's sale and/or continued use of the Property for economic development or other public purpose for the City of Corinth, Texas, and if Grantee fails to either sell or use the Property for such purposes of the City of Corinth, Texas, the Property shall automatically revert to Grantor.

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property; including any buildings, structures, fixtures, and improvements located thereon, and any interests, if any of Grantor in and to any land lying in any street, road, alley, right of way, access way or easement, open or proposed in favor of or adjoining, or within the Property.

This conveyance is made and accepted subject to (a) public dedications, zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; (b) the specific limitations set forth herein; and (c) all matters affecting the Property and filed of record in the real property records of Denton County, Texas.

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ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) GRANTEE IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) GRANTEE HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. GRANTOR SHALL NOT HAVE (AND GRANTEE WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE GRANTEE.

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otherwise, subject, however, to the Permitted Exceptions. **Notwithstanding the foregoing, should Grantee, including its successors, assigns, and/or subsequent purchasers fail to comply with the above Specific Limitations – Deed Restrictions – Reversionary Interest Applicable to Grantee, Assigns, and Subsequent Purchasers (the “Reversionary Interest”), or fail to perform the requirements and obligations described in 380 Agreement during its term and all renewals thereof, then title to the Property shall automatically revert to Grantor within ten (10) days of the date of written demand by Grantor for the consideration as provided in the 380 Agreement and Restriction Agreement when such reversion is triggered. Grantee, its assigns, and/or subsequent purchasers shall execute all necessary documents for to effectuate the Reversionary Interest set forth above within ten (10) days of the date of written demand by Grantor, and Grantor shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its heirs and assigns.**

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2026.

GRANTOR: City of Corinth, Texas,
a home-rule municipality

By: _____
Name:
Title:

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026,
by _____, _____ of the City of Corinth, Texas, a home-rule municipality,
on its behalf.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Emma Crotty
3300 Corinth Pkwy
Corinth, TX 76208

EXHIBIT "A"
PROPERTY DESCRIPTION

G 4 CORINTH ADDITION BLK A LOT 2, located in the City of Corinth, Denton County, Texas

[Updated Legal Description to be added prior to closing.]



CITY OF CORINTH

Staff Report

Meeting Date:	2/19/2026 Title: Solicitor Ordinance Presentation	
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" 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

Consideration and act on an Ordinance repealing Chapter 111, “Itinerant Merchants” of Title XI, “Business Regulations”, of the Code of Ordinances and adopting a new Chapter 111 “Solicitation” of Title XI establishing regulations for the sale of goods and services by Itinerant Merchants, Peddlers and Solicitors, providing a permitting process, providing notice requirements for homeowners desiring to prohibit solicitations, providing a penalty for violation; and providing an effective date.

Item Summary/Background/Prior Action

This item is presented to the City Council for consideration of updates to the City’s Solicitor Ordinance. Chapter 111, “Itinerant Merchants,” under Title XI, “Business Regulations,” was last revised in 2005, the proposed changes update definitions, restrictions, statutory requirements, and enforcement provisions.

The City’s Solicitor Ordinance was enacted to regulate door-to-door solicitation and protect residents from fraud, nuisance, and public safety risks. Evolving solicitation practices and enforcement challenges now require a comprehensive review and update of the ordinance.

City staff and the Legal team have reviewed the ordinance and identified areas needing clarification, statutory updates, and improved enforcement to better address current operational needs. The proposed revisions aim to strengthen the City’s ability to manage solicitation while balancing constitutional requirements and practical enforcement.

Financial Impact

Staff recommend increasing the solicitor application fee to \$100 (one hundred dollars) for each applicant/solicitor to better recoup costs associated with background checks, materials, and administrative services. The current fee structure is \$50 (fifty dollars) for the initial application and \$25 (twenty-five dollars) for each additional solicitor under the same application.

Applicable Policy/Ordinance

Chapter 111, entitled “Solicitation” of Title XI “Business Regulations” of the Code of Ordinances

Staff Recommendation/Motion

Staff recommends approval of Ordinance.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 26-02-19-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, REPEALING TITLE XI: BUSINESS REGULATIONS CHAPTER 111, "ITINERANT MERCHANTS", OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH, AND ADOPTING A NEW CHAPTER 111 "SOLICITATION"; ESTABLISHING REGULATIONS FOR SALES OF GOODS AND SERVICES BY ITINERANT MERCHANTS, PEDDLERS, AND SOLICITORS, REQUIRING A PERMIT, AUTHORIZING A BACKGROUND CHECK, PROVIDING NOTICE REQUIREMENTS FOR HOMEOWNERS DESIRING TO PROHIBIT PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS FROM SOLICITING AT THEIR RESIDENCES; PROVIDING AN APPEAL PROCESS FOR DENIAL OR REVOCATION OF A PERMIT AND PROVIDING FOR RELATED MATTERS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION UPON CONVICTION OF A FINE IN AN AMOUNT NOT TO EXCEED \$500.00 FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL OCCUR FOR EACH VIOLATION AND FOR EACH DAY UPON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas, is a home rule municipality (the "City"), acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, many citizens of this community expect their local government to assist them in preserving their privacy and avoid petty annoyances that disrupt their quiet enjoyment of their homes; and

WHEREAS, the Supreme Court of the United States has consistently recognized the right and obligation of local governments to protect their citizens from fraud and harassment, particularly when solicitation of money is involved; and

WHEREAS, it is the responsibility of all units of government to balance these competing interests in a manner consistent with the Constitution of the United States and of Texas, while attempting to minimize fraud, prevent crime, and protect the privacy of our citizens; and

WHEREAS, the City Council has determined it necessary and in the public interest to protect the health, safety and welfare of its citizens to adopt guidelines and requirements for persons who engage in solicitation to sell goods and/or services to the residents of Corinth; and

WHEREAS, the City Council has determined that requiring background investigation for persons who will be selling goods and/or services on a temporary basis, whether soliciting door-

to-door, from a vehicle, or from a temporary stand or structure is beneficial to the protection of the health, safety and welfare of its residents; and

WHEREAS, the City Council recognizes that citizens have a right to enjoy the tranquility of their homes and neighborhoods and to be free from unwanted interruptions by solicitors knocking on doors; and

WHEREAS, the City Council has also determined that regulating and allowing a resident to make a choice regarding solicitation at the front door of their homes allows parents to limit the interaction of their children with strangers and serves the purpose of keeping residents and children safe in their homes; and

WHEREAS, the City Council finds it reasonable to regulate the time, place and manner of itinerant commerce and solicitation, and is tailored to serve a significant governmental interest without unduly burdening constitutionally protected speech or commerce; and

WHEREAS, the City Council desires to repeal Amended Ordinance 05-04-07-08, passed and approved on April 7, 2005, City's Code of Ordinances Title XI "Business Regulations", Chapter 111 "Itinerant Merchants" and adopt this Ordinance.

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

SECTION 1. INCORPORATION OF PREMISES AND FINDINGS. The foregoing recitals are true and correct, accurately represent the findings of the City Council of the City of Corinth, Texas, and are incorporated herein as if written in full.

SECTION 2. AMENDMENT. Chapter 111, "Itinerant Merchants" of Title XI, "Business Regulations" of the Code of Ordinances of the City of Corinth is hereby repealed in its entirety, and a new Chapter 111, entitled "Solicitation" of Title XI "Business Regulations" of the Code of Ordinances is hereby adopted and shall be and read in its entirety as follows, with all other Chapters of Title XI not expressly amended hereby to remain in full force and effect without amendment.

"Title XI, Business Regulations

...

CHAPTER 111 – SOLICITATION

§111.01 – DEFINITIONS.

For the purposes of this Chapter, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

APPLICANT. A Person who files an Application with the City under this Chapter.

APPLICATION. An application filed with the City by a Person seeking to engage in activities allowed by this Chapter.

BUSINESS. The business carried on by any Person who is an itinerant merchant, peddler, or solicitor as defined in this section.

GOODS. Merchandise of any description whatsoever, and includes, but is not restricted to, wares and foodstuffs.

ITINERANT MERCHANT OR HAWKER. Any Person, whether as owner, agent, or consignee, who sets up and operates a temporary business on privately owned property, whether improved or unimproved for the purpose of soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services, whether solicitation is from a stand, vehicle, or freestanding structure. For purposes of this definition, a temporary business is one that continues for a period of less than forty-five (45) days.

OWNER. An owner is a person holding legal title and has ownership rights to the property.

OCCUPANT. An occupant lives in or uses the property.

PERMIT. A permit issued by the City authorizing a Person to engage in activities authorized by this Chapter.

PERMITTEE. Any Itinerant Merchant, Peddler, or Solicitor as defined by this Chapter and the term includes the employees and/or third-party contractors, whether paid or unpaid, of the Permittee who are engaging in or performing activities on behalf of the Permittee as a Peddler, Solicitor, or Itinerant Merchant or Hawker.

PERSON. A human being regarded as an individual as well as natural and legal entities.

PEDDLER. Any Person, not an Itinerant Merchant, who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service.

SIGN. A sign or placard meeting the requirements of Section 111.02.

SOLICITOR. Any Person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of:

(1) Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service, or

(2) Distributing a handbill or flyer advertising a commercial event or service who travels by any means from place to place, taking or attempting to take orders for sale of goods to be delivered in the future or for services to be performed in the future. A person who is a solicitor is not a peddler.

VEHICLE. A motor vehicle, truck, motorcycle, or other vehicle operated via a motor or manually, including a self-propelled vehicle and a vehicle with two or more wheels designed to transport a person or property.

§111.02 POLICY - SOLICITING AT RESIDENCES; “NO SOLICITORS” SIGNS.

(A) *Policy.* It is hereby declared to be the policy of the City that the Owners and Occupants of the property in the City shall make the determination of whether Solicitors or Peddlers shall be, or shall not be, invited to or allowed upon the Owner’s or Occupant’s property. Owners and Occupants shall be entitled to post a Sign pursuant to this Section, and such Sign shall serve as notice to Solicitors and Peddlers that the Solicitor or Peddler is not authorized to contact the Owner or Occupant of the property.

(B) *Posting of Notice – Visibility Requirements.*

(1) Notice of the refusal of invitation to Solicitors or Peddlers to any residence shall be given on a Sign which shall be a minimum of three inches by four inches in size, exhibited upon or near the main entrance door to the residence, indicating the determination by the Owner or Occupant, containing the applicable words as following: “NO SOLICITORS INVITED” OR “NO SOLICITING” OR “NO SOLICITATION ALLOWED.”

(2) The letters of the notice required by subparagraph (1) of this Section shall be at least 2/3 inch in height and shall be designed to be visible to persons approaching the main entrance door of a residence.

(3) The signage so exhibited shall constitute sufficient notice to any Solicitor or Peddler of the determination by the Owner or Occupant of the residence of the information contained thereon.

(C) *Obedience to Notice: Duty To Leave Premises Upon Request.*

(1) It shall be the duty of every Solicitor or Peddler upon going onto any premises in the City upon which a residence is located to first examine the notice provided for in subsection (B) of this section, if any is attached, and be governed by the statement contained on the notice. If the notice states any of the language in (B)(1), then the Solicitor, whether registered or not, shall immediately and peacefully depart from the premises.

(2) Any Solicitor or Peddler who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the Owner or Occupant.

(D) *Prohibited acts.* It shall be unlawful and shall constitute a nuisance for any person to go upon any premises and ring the doorbell upon or near any door, or rap or knock upon the door, or create any sound in any manner calculated to attract the attention of the Owner or Occupant of such residence, for the purpose of securing an audience with the Owner or Occupant thereof and

engage in soliciting in violation of the notice exhibited at the residence in accordance with subsection (B) of this section.

§111.03 USE OF PUBLIC RIGHT-OF-WAY.

(A) *Solicitation of Persons in Vehicles.* Except as permitted by State law or expressly exempted by this Ordinance, it shall be unlawful for any Person to peddle, sell, offer, or exhibit for sale any merchandise or service, whether for profit, for a charitable purpose or otherwise to any person in a motor vehicle, truck, motorcycle, or other vehicle (collective hereafter “vehicle”) while the vehicle is located within a public right-of-way.

(B) *Solicitation in a Public Right-of-Way.* Except as permitted by State law or expressly exempted by this Ordinance, it shall be unlawful for any Person to solicit funds, donations, contributions, employment, business or a ride, whether for profit, for a charitable purpose or otherwise, upon any public street, street right-of-way, median, traffic, island, parkway, or other public right-of-way, excluding sidewalks designed for pedestrian use, within the City.

(C) *City Sponsored Solicitation.* A Person may solicit for a charitable contribution in a Public Right-of-Way if the persons to be engaged in the solicitation are employees or agents of the City and the Person seeking authorization files a written application with the City not later than the 11th day before the date the solicitation is to begin. The application must include the following information:

- (a) the date or dates and times when the solicitation is to occur;
- (b) each location at which solicitation is to occur;
- (c) the number of solicitors to be involved in solicitation at each location; and
- (d) written proof of liability insurance in the amount of at least \$1 million to cover claims against the Person and claims against the City that result from or arise out of the solicitation.

(D) *Selling or Attempting to Sell on Sidewalk/Right-of-Way.* It shall be unlawful for any Person to peddle, sell, offer, or exhibit for sale any merchandise or service, whether for profit, for a charitable purpose or otherwise upon or from a public sidewalk or road without previous authorization granted by the police chief, or his/her designee pursuant to this Chapter. The criteria for determining whether to authorize is the same criteria in Subsection 111.34(B).

§111.04 – 111.30 (Reserved)

§111.31 PERMIT; REQUIRED FEE; TRANSFER; EXPIRATION.

(A) Any Person who is an Itinerant Merchant, Peddler, or Solicitor shall obtain a Permit before engaging in such activity within the City.

(B) The fee for the Permit required by this Chapter shall be set from time to time by the City Council.

(C) All Permits issued under this Chapter shall expire one year after the date of issuance thereof.

(D) It shall be unlawful for any Person to go upon any residential premises and ring the doorbell, or rap or knock upon the door, or create any sound in a manner calculated to attract the attention of the Occupant of the residence for the purpose of engaging in or attempting to engage in a home solicitation transaction without first obtaining a Permit from the City.

(E) Each Person engaging in or attempting to engage in a home solicitation transaction must have a Permit issued under the terms of this Chapter, and such Permit shall be personal to the applicant and shall not be reproduced, assigned, or transferred to any other person. Any such attempted transfer or reproduction shall render the Permit void.

(F) It shall be unlawful for any Itinerant Merchant, Solicitor, or Peddler to sell or solicit goods or services in the City without obtaining and carrying an identification card issued by the City while engaged in such soliciting or selling or goods or services. A Permittee shall, at all times, have in his/her possession the identification card issued by the City

§111.32 EXEMPTIONS.

(A) The provisions of this Chapter shall not apply to public utility companies or others operating under franchises granted by the City, insurance sales people, real estate sales people, and others licensed by the state, or to members of religious, political groups or organizations which are subject to financial disclosure under State or Federal law.

(B) The provisions of this Chapter shall not apply to commercial agents dealing with local business establishments in the usual course of business.

(C) The provisions of this Chapter shall not apply to the occasional sale of lemonade, baked goods, or similar items by a minor (under the age of 18) operating on private property with the consent of the property owner, provided such activity is not conducted as part of a commercial enterprise or on behalf of a business entity.

(D) The provisions of this Chapter do not apply to food trucks or vendors at City sponsored events that are permitted through that event.

§111.33 APPLICATION.

(A) All Applicants for Permits required by this Chapter shall file an Application with the Police Department. This Application shall be signed by the Applicant if an individual, or by all partners if a partnership, or by the president if a corporation. The Applicant may be requested to provide information concerning the following items:

(1) The name, address, driver's license number and state issued, social security number and photograph of the Applicant;

- (2) The name of the individual having management authority or supervision of the Applicant's business during the time that it is proposed to be carried on in the city;
- (3) The local address of such individual;
- (4) The permanent address of such individual;
- (5) The capacity in which such individual will act;
- (6) The name and address of the person, if any, for whose purpose the business will be carried on, and, if a corporation, the state of incorporation;
- (7) The time period or periods during which it is proposed to carry on the applicant's business;
- (8) The nature, character, and quality of the goods or services to be offered for sale or delivered;
- (9) If goods, their invoice value and whether they are to be sold by sample as well as from stock;
- (10) If goods, where and by whom such goods are manufactured or grown, and where such goods are at the time of Application;
- (11) The nature of the advertising proposed to be done for the business;
- (12) Whether or not the Applicant, or the individual identified in subsection (A)(2) above, or the person identified in subsection (A)(6), has been convicted of any crime or misdemeanor and, if so, the nature of each offense and the penalty assessed for each offense.
- (13) All applications must be accompanied by a non-refundable registration fee of \$100.00. Applications for replacement unexpired but lost permits or badges must be accompanied by a fee of \$10.00.

(B) Applicants for Peddler or Solicitor Permits may be required to provide further information concerning the following items, in addition to that requested under subsection (A) above:

- (1) A description of the Applicant;
- (2) A description of any vehicle proposed to be used in the business, including its registration number, if any.

(C) All Applicants for Permits required by this Chapter shall attach to their Application, if required by the City, credentials from the person, if any, for which the Applicant proposes to do business, authorizing the Applicant to act as such representative.

(D) Applicants who propose to handle foodstuffs shall also attach to their Application, in addition to any attachments required under subsection (C), a statement from a licensed physician, dated not more than ten (10) days prior to the date of Application, certifying the Applicant to be free of contagious or communicable disease.

§111.34 INVESTIGATION; ISSUANCE OR DENIAL.

(A) Upon receipt of an Application with fee, an investigation of the Applicant's business history and the criminal history of the Applicant and the Applicant's employees and contractors who will be working for the Applicant shall be made. A fee shall be established based upon the number of persons who will be working pursuant to the Permit issued to the Applicant.

(B) The Application shall be approved unless such investigation discloses tangible evidence that the conduct of the Applicant's business would pose a substantial threat to the public health, safety, morals, or general welfare. In particular, tangible evidence that the Applicant has committed any of the following will constitute valid reasons for disapproval of an application:

- (1) Has been convicted of a crime of moral turpitude;
- (2) Has made willful misstatements in the Application;
- (3) Has committed prior violations of ordinances pertaining to itinerant merchants, peddlers, solicitors, and/or related ordinances or regulations;
- (4) Has committed prior fraudulent acts; or
- (5) Has a record of continual breaches of solicited contracts.

§111.35 REVOCATION PROCEDURE.

Any Permit granted under this Chapter may be revoked by the police chief, or his/her designee, after hearing and notice, pursuant to the standards in section 111.36. Notice of hearing for revocation shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be mailed to the Applicant at his or her address stated on the Application, at least ten (10) days prior to the date set for the hearing.

§111.36 GROUNDS FOR REVOCATION.

A Permit granted under this Chapter may be revoked for any of the following reasons:

- (1) Any fraud or misrepresentation contained in the Permit Application;
- (2) Any fraud, misrepresentation, or false statement made in connection with the business being conducted under the Permit;
- (3) Any violation of this Chapter;
- (4) Conviction of the Permittee or of the Permittee's employees or contractors of any felony or of any misdemeanor involving moral turpitude; provided that a felony or misdemeanor conviction of an employee or contractor of Permittee shall result in the revocation of the authorization for such employee or contractor to work under the Permittee's Permit; or
- (5) Conducting the business in an unlawful manner or in such a way as to constitute a menace to the health, safety, morals, or general welfare of the public.

§111.37 APPEAL OF DENIAL OF PERMIT OR REVOCATION OF PERMIT.

(A) Any Person aggrieved by a decision under Sections 111.34, 111.35, 111.36 of this Chapter shall have the right to appeal to the City Manager. The appeal shall be submitted in writing and shall be filed with the City Manager within ten (10) business days after date of the notice of denial or revocation has been mailed to the Applicant's address as stated on the Application. The notice of appeal shall include a written statement setting forth the grounds for appeal. The City Manager shall set the time and place for a hearing and notice for such hearing shall be given to the Applicant by mailing same to the address for the Applicant as stated on the Application. At the hearing, the City Manager shall determine whether the preponderance of the evidence supports or does not support a decision that a denial or revocation of the Permit was appropriate under this Chapter.

(B) The City Manager shall make a decision within ten (10) business days of the hearing. The Order of the City Manager after the hearing shall be final.

§111.38 POSTING; POSSESSION.

(A) Any Permit issued to an Iterant Merchant under this Chapter shall be posted conspicuously in or at the place named therein. In the event more than one place within the City shall be used to conduct the business licensed, separate Permits shall be issued for each such place.

(B) The Police Department shall issue a Permit to each Peddler or Solicitor under this Chapter. The Permit shall contain the words "Permitted Peddler" or "Permitted Solicitor," the expiration date of the Permit and the number of the Permit. The Permit shall be visible at all times by the Permittee during such time as he or she is engaged in the business permitted.

§111.39 PERMIT HOURS.

No Person shall solicit, sell, or take orders for or offer to take orders for any item or service at a private residence in the City before 9:00 a.m. or after the earlier of 7:00 p.m. or sunset, Monday through Saturday, unless the transaction is the result of a request made to such person by the Owner or Occupant of such private residence. "Sunset" means the time of day identified by the National Weather Service as the time for sunset for that day for the City. There shall be no solicitations on any Sunday, New Years Day, Memorial Day (observed), Fourth of July, Labor Day (observed), Thanksgiving Day, or Christmas Day. Any solicitation during the prohibited hours is a violation of this Chapter.

§111.40 REQUIREMENTS THAT BADGE BE DISPLAYED.

Upon issuance of the Permit, an identification card will be issued by the City for the Permittee and for each employee or contractor providing services for Permittee pursuant to the Permit, and the following requirements shall apply:

(A) The identification card issued shall be in such form and requirement so as to fully identify the person soliciting and will bear a photographic likeness of the solicitor and shall contain an expiration date.

(B) The identification card shall be only for the person to whom it is issued (non-transferable). Each Solicitor is also required to carry a State approved photo identification card or a State driver's license as proof of identification.

(C) The identification card issued shall be carried/displayed by the Solicitor in plain sight while he or she is engaged in soliciting.

(D) The identification card is and shall remain the property of the City and may be revoked and required to be surrendered at any time for any false or misleading information on the permit Application, for violation of any City Ordinance, including the provisions set forth in this Chapter, and for violation of State or Federal law.

(E) The identification card shall be worn on the front of the outermost shirt, jacket, or top layer of similar clothing."

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council of Corinth, Texas, that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance as severable, and if any section, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such constitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance, since they would have been entered by the City Council without the incorporation of this Ordinance of unconstitutional or invalid sections, paragraphs, sentences, clauses or phrases.

SECTION 4. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose, the Ordinance shall remain in full force and effect.

SECTION 5. PENALTY. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of \$500.00. Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Chapter shall not preclude the City from filing suit to enjoin the violation.

SECTION 6. PUBLICATION. The City Secretary of the City of Corinth, Texas, is hereby directed to publish the caption and penalty clause of this Ordinance at least once in the Official Newspaper of the City of Corinth.

SECTION 7. EFFECTIVE DATE. That this Ordinance shall take effect and be in full force immediately upon its final passage, approval and publication.

PASSED AND APPROVED this _____ DAY OF _____, 2026.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Chapter 111 – Solicitation Ordinance

City Council Meeting
February 19, 2026

Chapter 111 – Solicitation

- ▶ The City ordinance regulates solicitation, peddling, and itinerant merchants and was last revised on April 4, 2005.
- ▶ This proposed revision complies with applicable statutes, updates permitting requirements, and provides residents with tools to deter unwanted solicitation.
- ▶ The update also clearly defines enforcement authority, ensuring all stakeholders understand the purpose, impact, and benefits of the proposed changes.

New Definitions

- ▶ Itinerant Merchant/Hawker – Temporary business on private property under 45 days
- ▶ Peddler – Any person who attempts to contact a resident at their residence without invitation to sell goods/services at residences.
- ▶ Solicitor – Any person who attempts to contact a resident at their residence without invitation for donations or distributes a handbill or flyer to advertise commercial events or services for sale.
- ▶ Sign – A sign or placard posted by the owner of a property prohibiting solicitors

Permit Requirements

- ▶ Permit applications must be submitted and approved prior to any solicitation activity.
- ▶ A background check is required for the initial permit application and for each individual soliciting under the permit.
- ▶ A fee of up to \$100 is required for the initial permit application and for each individual soliciting, to cover the costs of background investigations, materials, and administrative processing.
- ▶ Permits are valid for one (1) year from the date of issuance.

Notice of No Solicitation

- ▶ Property owners can choose to post signage to deter solicitation.
- ▶ Signage serves as legal notice that solicitation is prohibited.
- ▶ Violations may result in a citation.



Some Key Prohibitions

- ▶ Soliciting persons in vehicles is prohibited.
- ▶ Soliciting on streets and medians is prohibited.
- ▶ Soliciting without a permit is prohibited.
- ▶ Soliciting without an ID properly displayed is prohibited.
- ▶ Soliciting when proper notice is given is prohibited.
- ▶ Soliciting before 9 am or after 7 pm (or sunset) is prohibited.
- ▶ Soliciting on Sundays and Holidays is prohibited.

Exemptions

- ▶ Utilities companies
- ▶ Religious Organizations, Charitable and Nonprofit Advocacy Groups
- ▶ Political Organizations & Candidates, Campaign canvassing, Petition circulation, Voter outreach
- ▶ State licensed professionals

Still must comply with “No Soliciting” signage

A Few Other Exemptions

- ▶ Vendors at City events
- ▶ Minors selling with consent on private property (i.e. Lemonade stands)

Enforcement & Appeals

- ▶ Violations can result in a fine of up to \$500.
- ▶ Permits may be denied or revoked for cause by the Chief of Police.
- ▶ An appeal of a denied or revoked permit can be submitted to the Office of the City Manager.