

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 25-12-04-55**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT SANITARY SEWER EASEMENT FOR FORCE MAIN, LIFT STATION, AND RELATED FACILITIES AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT "A" HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS AN APPROXIMATE 10.78 ACRE TRACT OF LAND OWNED BY FIRST CAPITAL TEXAS, LLC., AND THE EASEMENT IS DESCRIBED AS AN APPROXIMATE 0.013 ACRES OF LAND LOCATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153, RECORDED IN DOCUMENT NO 2024-59309 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, First Capital Texas, LLC, (the "Property Owner") is the owner of an approximate 10.78 acre tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 153, recorded in Document No 2024-59309 of the Deed Records of Denton County, Texas (the "Property"); and

WHEREAS, the Property Owner has executed a "Sanitary Sewer Easement", a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, conveying to City an exclusive Sanitary Sewer Easement for force main, lift station and related Facilities as defined therein, and containing an approximate 0.012 acres of land (approximately 502 square feet), in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit "A"** (the "Sanitary Sewer Easement"); and

WHEREAS, the City desires to accept the Sanitary Sewer Easement in accordance with the grant of that conveyance as set forth in **Exhibit "A"**; and

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

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Sanitary Sewer Easement, provided for the purposes and for the Facilities described therein, as more specifically described and depicted in **Exhibit "A"** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit "A"**.

**SECTION 3.
FILING OF ORDINANCE**

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

**SECTION 4.
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.


**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH,
TEXAS on this 4th day of December, 2025.**

APPROVED:



Bill Heidemann, Mayor

ATTEST:


Lana Wylie, City Secretary

APPROVED AS TO FORM:


Patricia A. Adams, City Attorney

EXHIBIT "A"
SANITARY SEWER EASEMENT

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

AFTER RECORDING, RETURN TO:

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

SANITARY SEWER EASEMENT

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

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

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

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

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

over that portion of the Grantor's adjacent property within 15 feet of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Force Main & Lift Station Easement").

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

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

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

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

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

effective on this 3rd day of December 2025

First Capital Texas LLC

Michael Ingle
(Print)
AGREED AND ACCEPTED:

[Signature]
(Sign)

CITY OF CORINTH

ATTEST:

[Signature]
Scott Campbell, City Manager

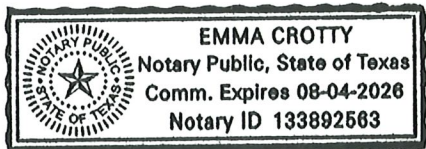
[Signature]
Lana Wylie, City Secretary



STATE OF TEXAS §
COUNTY OF DENTON §

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

GIVEN UNDER MY HAND AND SEAL OR OFFICE this 4th day of December, 2025



[Signature]
Notary Public - State of Texas
My Commission Expires 8-04-2026

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

GIVEN UNDER MY HAND AND SEAL OR OFFICE this 3rd day of December, 2025

Lana Wylie
Notary Public - State of Texas
My Commission Expires Jan 24, 2028

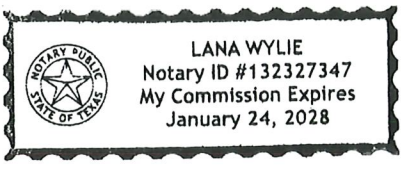


EXHIBIT "A"

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 153, City of Corinth, Denton County, Texas, being part of a called 10.78 acre tract conveyed to First Capital Texas LLC, by deed recorded in Document No. 2024-59309, of the Deed Records Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:


BEGINNING at a point for corner in the north line of a Right-of-Way Warranty Deed, recorded in Document Number 2025-23056 of the Official Public Records of Denton County, Texas (OPRDCT), from which a 1/2" iron rod found at the northwest corner of a tract of land conveyed to Canyon Ranch - Corinth, LP, by deed recorded in Document No. 2024-113874 (OPRDCT), the southwest corner of a said First Capital Texas LLC, bears S 75°43'44" W - 118.76 feet;

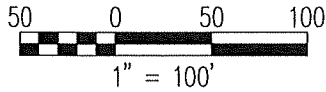
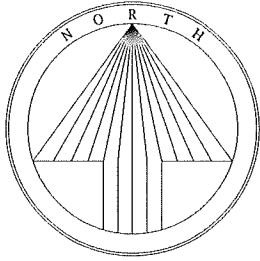
THENCE departing said north line, over and across said First Capital Texas, LLC tract, the following:

- N 00°00'00" E, 20.00 feet, to a point for corner, from which a TxDOT Monument found in the south line of FM 2181, also known as Teasley Drive, a variable width right-of-way, at the northwest corner of said First Capital Texas, LLC tract and the northeast corner of a tract of land conveyed to Long Lake Development, LLC, by deed recorded in Document No. 2023-119362 (DRDCT), bears N 23°39'54" W, 339.17 feet;
- N 89°38'22" E, 25.00 feet, to a point for corner;
- S 00°00'00" E, 20.00 feet, to a point for corner in said north line;

THENCE N 89°38'22" W, 25.00 feet, with said north line to the POINT OF BEGINNING, with the subject tract containing 502 square feet or 0.012 acres of land.

PAGE 1 OF 2

 755 Clutter Road, Suite 100 • Plano, TX 75075 • 972.422.0077 TBP# No. F-2121 • TBLPS No. F-10343100 • www.sparseng.com				SANITARY SEWER EASEMENT	
				B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153	
CITY OF CORINTH					
DENTON COUNTY, TEXAS					
Drawn:	Checked:	Date	Job No.		
JAN	SFA	5/8/25	24-067		



Basis of bearing:
 State Plane Coordinate
 System, North Texas
 Central Zone 4202, North
 American Datum of 1983.
 Adjustment Realization
 2011.

FM 2181
 (Teasley Drive)
 Variable Width
 Right-of-Way

TxDOT
 Monument
 Found

Long Lake
 Development, LLC
 CALLED 86.557 ACRES
 DOC. NO. 2023-119362
 OPRDCT

Line Table		
Line #	Bearing	Distance
BL1	N00°00'00"E	20.00'
BL2	S89°38'22"E	25.00'
BL3	S00°00'00"E	20.00'
BL4	N89°38'22"W	25.00'

B.B.B. & C.R.R.
 SURVEY
 ABSTRACT
 NO. 153

First Capital Texas, LLC
 CALLED 10.78 ACRES
 DOC. NO. 2024-59309 OPRDCT

Long Lake
 Development, LLC
 CALLED 86.557 ACRES
 DOC. NO. 2023-119362
 OPRDCT

POINT OF
 BEGINNING

Sanitary Sewer
 Easement
 0.011 Ac.
 (500 S.F.)

S 75°43'44" W ~ 118.76'

1/2" IRF

Right of Way
 Warranty Deed
 Doc. No.
 25-23056
 OPRDCT

Canyon Ranch - Corinth, LP
 CALLED 48.34 ACRES
 DOC. NO. 2024-113874
 OPRDCT

PAGE 2 OF 2

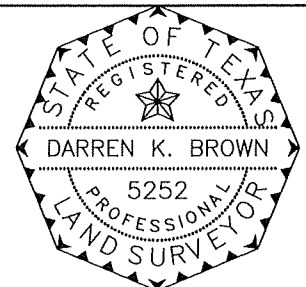


SANITARY SEWER EASEMENT

B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153

CITY OF CORINTH

DENTON COUNTY, TEXAS



DARREN K. BROWN, R.P.L.S. 5252

Drawn:	Checked:	Date	Job No.
JAN	SFA	5/8/25	24-067