



*** * * * PUBLIC NOTICE * * * ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION AT 7:00 P.M. IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, March 3, 2016, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of executive session items as set forth in the Executive Session agenda items below.
2. Receive a presentation, hold a discussion and provide staff direction regarding traffic related issues at The Parks of Corinth and Parkside Farms Subdivisions.
3. Receive a presentation, hold a discussion, and provide staff direction on right of way mowing.

ADJOURN WORKSHOP SESSION

***NOTICE IS HEREBY GIVEN** of a Regular Session of the Corinth City Council to be held at Corinth City Hall located at 3300 Corinth Parkway, Corinth, Texas. The agenda is as follows:

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE:

Invocation given by Pastor Ben DeBuer, Thousand Hills Church.

PRESENTATION:

1. Receive a presentation and hold a discussion on the Community Waste Disposal Annual Review.

CONSENT AGENDA

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

2. Consider and act on an Interlocal Agreement with The Colony, Texas for cooperative purchasing.

CITIZENS COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 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. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof.* Section 30.041B Code of Ordinance of the City of Corinth.

PUBLIC HEARING

- 3. TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM THE APPLICANT JIM DEWEY, JR. AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNER, SURESH SHRIDHARANI, FOR A ZONING CHANGE FROM SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED) TO PLANNED DEVELOPMENT SF-4 ON 14.8722 ACRES OF LAND SITUATED IN THE BROOK BEALL SURVEY, ABSTRACT NO. 58, IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS. (Amherst)**

BUSINESS:

3a. Consider and act on a zoning change from SF-4, Single Family Residential (detached) to Planned Development SF-4 on 14.8722 acres of land situated in the Brook Beall Survey, Abstract No. 58, in the City of Corinth, Denton County, Texas. (This property is located on the west side of Parkridge Road, south of Lake Sharon Drive.)

- 4. TO HEAR PUBLIC OPINION REGARDING RENAMING OF PORTIONS OF SOUTH CORINTH STREET AND MEADOWS OAK DRIVE.**

BUSINESS AGENDA

5. Consider and act on a request from the applicant, Thomas Fletcher with Kimley-Horn Associates, authorized representative for the property owner, for a Major Waiver to City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow construction of public improvements prior to approval of the associated preliminary and final plat within a 16' wide easement being 0.136 acres more or less on property legally described as the remainder 26.648 acres being Tracts 2 and 2c out of the Buffalo Bayou, Brazos and Colorado Railroad Company Survey, County Abstract No. 153 in the City of Corinth, Denton County, Texas.(Valencia Major Subdivision Waiver)
6. Consider and act on a Resolution authorizing the Mayor or his designated representative to execute a contract of sale by and between the City of Corinth, Texas and Denton Electric Cooperative, Inc. to acquire fee simple title to Lot 1R-1, Block One, Pinnell Addition to the City of Corinth. Denton County, Texas (The Contract) for the purchase price of \$3,100,000 and authorizing the expenditure of funds as prescribed in the contract.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, 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 Councilmember may direct that an item be added as a business item to any future agenda.

EXECUTIVE/CLOSED SESSION

If, during the course of the meeting, any discussion of any item on the agenda should need to be held in executive or closed session for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council Meeting, the City Council will convene in such executive or closed session, in accordance with the provisions of the Government Code, Title 5, Subchapter D Chapter 551, to consider one or more matters pursuant to the following:

Section 551.071. Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; (2) and/or 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 conflicts with chapter 551.

a. First Glendora Partners, Ltd. dba Impact Outdoor Advertising Co. v. City of Corinth.

b. Consultation with the City Attorney regarding legal issues associated with the matters listed under Section 551.072.

Section 551.072. To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

a. Receive information and discuss, deliberate, and provide staff with direction regarding the potential acquisition of real property located in Corinth on the west side of I-35 and abutting Cliff Oaks Drive.

b. Receive information and discuss, deliberate, and provide staff with direction regarding the potential acquisition of real property interests associated with the extension of Lake Sharon Drive west of Oakmont Drive.

Section 551.074. 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. Consider appointment, duties, employment, evaluation, reassignment, discipline, or dismissal of the City Manager.

b. Consider appointment, duties, employment, evaluation, reassignment, discipline, or dismissal of the City Attorney.

Section 551.087. 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 prospect.

After discussion of any matters in executive session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive/Closed Session or not.

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

Posted this 24 day of February, 2016 at 5:30 P.M. on the bulletin board at Corinth City Hall.

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 03/03/2016

Title: The Parks of Corinth and Parkside Farms Concerns

Submitted For: Fred Gibbs, Director **Submitted By:** Fred Gibbs, Director

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Receive a presentation, hold a discussion and provide staff direction regarding traffic related issues at The Parks of Corinth and Parkside Farms Subdivisions.

AGENDA ITEM SUMMARY/BACKGROUND

On February 18, 2016 City Council meeting, residents from The Parks of Corinth voiced some concerns regarding the adjacent newly developed adjacent subdivision, Parkside Farms. The issues deal with traffic, fences, street lighting and the retaining wall at the entrance of The Parks of Corinth. City Council and staff will discuss these concerns and receive direction on our next steps.

RECOMMENDATION

None

City Council Regular and Workshop Session

Meeting Date: 03/03/2016

Title: Right of Way Mowing

Submitted For: Cody Collier, Acting Director

Submitted By: Cody Collier, Acting Director

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Receive a presentation, hold a discussion, and provide staff direction on right of way mowing.

AGENDA ITEM SUMMARY/BACKGROUND

On October 15, 2015 the Council received a presentation on options for additional right of way mowing maintenance within the City of Corinth. During the presentation, the Council requested additional information and costs associated with maintaining major thoroughfares, all Fee Simple right of way, and the cost/ feasibility to mow gaps within the Fee Simple R.O.W. that may be easements.

The attached presentation includes the additional information requested by the Council. Total cost to maintain the additional areas is \$30,800.

RECOMMENDATION

Staff recommends adding the additional areas of Fee Simple and Easement as presented to the current mowing contract, to maintain a consistent appearance along our thoroughfare corridors.

Attachments

Mowing Presentation

City Mowing Discussion

March 3, 2016

Current Policy

Ordinance 10-03-04-07

CHAPTER 94: - NUISANCES WEEDS AND GRASS

§ 94.01 - DEFINITIONS.

PREMISES. The lot, plot, or parcel of land, plus the front or side parkway between the property line or sidewalk and the curb or traveled way, and the rear of side parkway between the property line and the center line of an adjacent alley. If there is no curb, PREMISES includes the area between the property line and approved surface or center of the right-of-way. It also includes the area between a fence or screening device and the improved surface of the right-of-way.

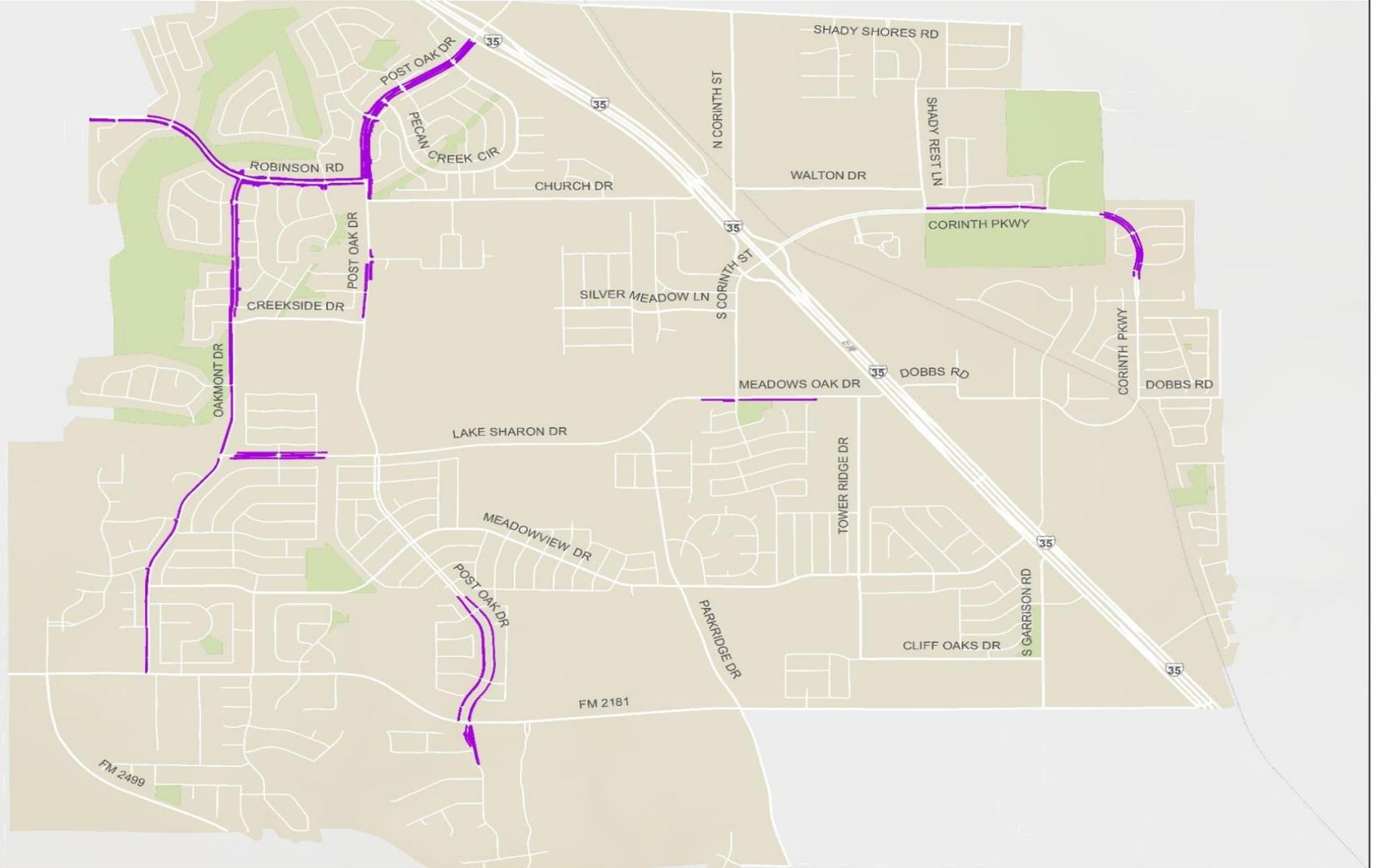
§ 94.02 - NUISANCES; HIGH GRASS AND WEEDS.

(A) Weeds, brush, grass and plants not cultivated of a height in excess of the limits set forth in this chapter are hereby defined as a nuisance.

(B) It shall be the duty of every owner, occupant, or person in control of any occupied or unoccupied premises in the city to use every precaution to prevent weeds, grass, or other vegetation from growing on the premises so as to become a nuisance or fire hazard.

(C) A person commits an offense if the person fails to maintain shrubs and grass in a live and healthy condition.

HOA Maintained - \$65,000

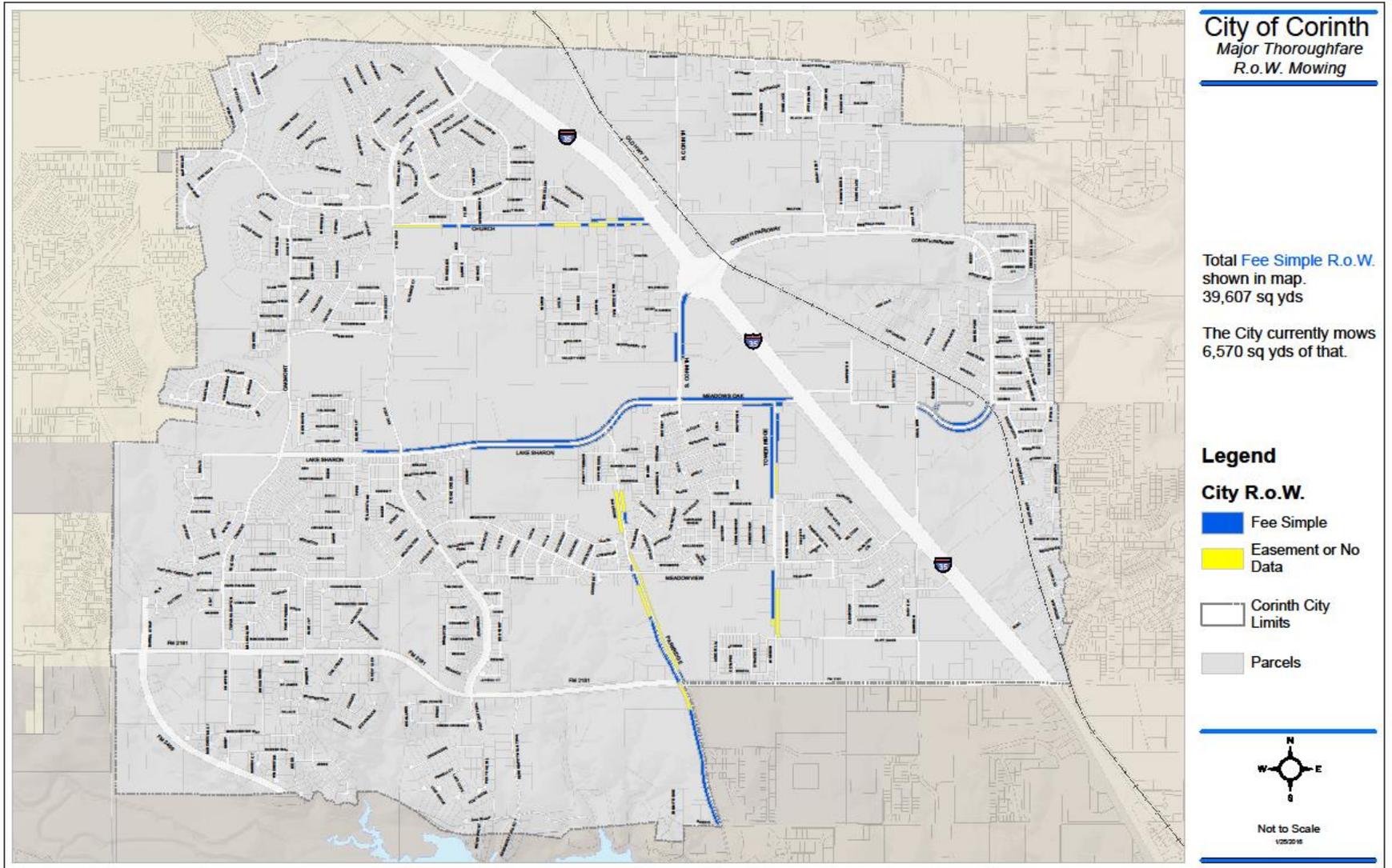


City of Corinth
2015 Current R.o.W. Maintenance

Entity Responsible for R.o.W. Maintenance

 HOA

Thoroughfares with Fee Simple and Easement



City of Corinth
Major Thoroughfare
R.o.W. Mowing

*R.o.W. that
the City mows
and Fee Simple*

Current cost of
R.o.W. the City Mows
\$107,000

Cost to add
Fee Simple R.o.W.
\$22,300

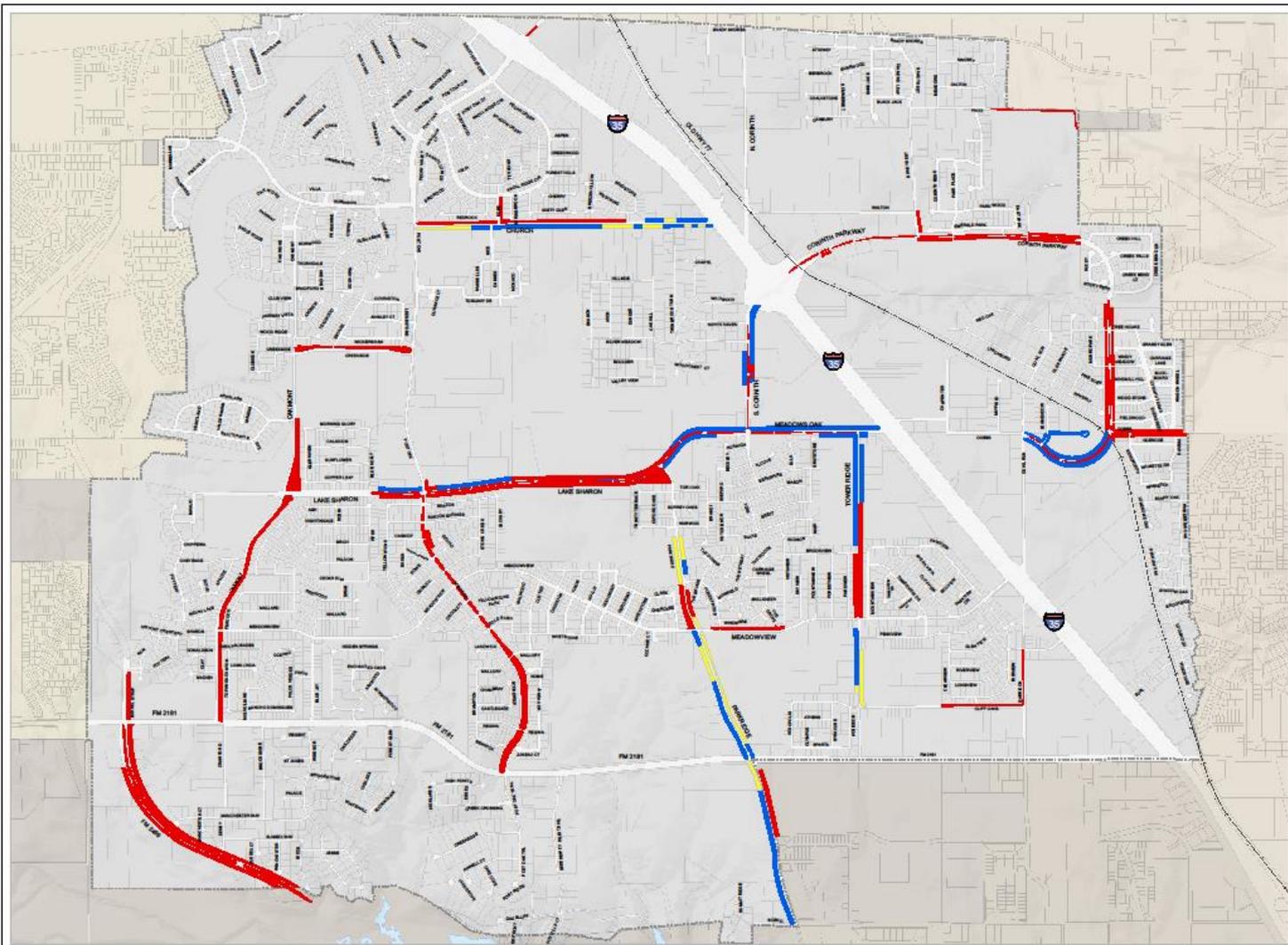
Cost to **Fill Gaps**
Between Fee
Simple R.o.W.
\$8,420

Legend

-  R.o.W. mowed by City and City Contract
-  Fee Simple R.o.W.
-  Easements between Fee Simple
-  Corinth City Limits
-  Parcels



Not to Scale
1/25/2016



Summary

- Corinth currently pays \$107,000 annually per our mowing contract.
- Fee Simple R.O.W. along our thoroughfare corridors will add \$22,300 .
- Easements between the Fee Simple R.O.W. for consistent appearance will add \$8,500
- Continue with current practice and annual contract = \$107,000
- Add Fee Simple and Easement to current annual contract = \$137,800

City Council Regular and Workshop Session

Meeting Date: 03/03/2016

Title: CWD Annual Review

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Lee Ann Bunselmeyer, Acting City Manager

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Receive a presentation and hold a discussion on the Community Waste Disposal Annual Review.

AGENDA ITEM SUMMARY/BACKGROUND

Community Waste Disposal is a large privately owned waste management company. Started in 1984, the organization has grown to over 125 trucks and over 225 staff members. CWD has contracts to serve 17 municipalities providing various selections of collection and recycling programs.

The City of Corinth contracted with CWD in December 2012 to provide solid waste collection, recycling and household hazardous waste services. The contract is for a five year term ending on December 31, 2018, with up to three annual renewals.

A representative from CWD will provide an Annual Review of the services provided to the residents of Corinth.

RECOMMENDATION

City Council Regular and Workshop Session

Meeting Date: 03/03/2016

Title: Consider and act on an Interlocal Agreement with The Colony, Texas for cooperative purchasing.

Submitted For: Curtis Birt, Chief

Submitted By: Curtis Birt, Chief

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on an Interlocal Agreement with The Colony, Texas for cooperative purchasing.

AGENDA ITEM SUMMARY/BACKGROUND

To find the best pricing and terms on supplies and equipment we look for contracts and opportunities to join co-op purchasing with other governmental agencies. The proposed interlocal agreement allows The Colony, Texas to “piggy back” on a negotiated contract for better shipping times and fixed price increases with Honeywell for the purchase bunker gear and other personnel protective equipment and supplies.

RECOMMENDATION

Staff recommends City Council approve the Interlocal Agreement.

Attachments

ILA

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the CITY OF CORINTH, Texas (hereinafter called "CITY OF CORINTH"), and the CITY OF THE COLONY, Texas (hereinafter called "THE COLONY"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF CORINTH and THE COLONY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF CORINTH and THE COLONY wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF CORINTH and THE COLONY may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF CORINTH and THE COLONY through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF CORINTH and THE COLONY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF CORINTH and THE COLONY agree as follows:

1. CITY OF CORINTH and THE COLONY may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. CITY OF CORINTH and THE COLONY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF CORINTH and THE COLONY shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on October 1, 2016, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF CORINTH

CITY OF THE COLONY


Troy Powell
City Manager

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____, 2016, by _____ of the **CITY OF CORINTH, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

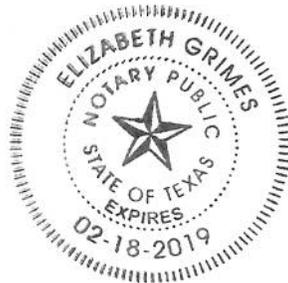
Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 8th day of February, 2016, by Troy Powell of the **CITY OF THE COLONY, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.


Notary Public in and for the
State of Texas



City Council Regular and Workshop Session

Meeting Date: 03/03/2016

Title: Amherst

Submitted For: Fred Gibbs, Director

Submitted By: Lori Levy, Senior Planner

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM THE APPLICANT JIM DEWEY, JR. AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNER, SURESH SHRIDHARANI, FOR A ZONING CHANGE FROM SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED) TO PLANNED DEVELOPMENT SF-4 ON 14.8722 ACRES OF LAND SITUATED IN THE BROOK BEALL SURVEY, ABSTRACT NO. 58, IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS. (Amherst)

BUSINESS:

3a. Consider and act on a zoning change from SF-4, Single Family Residential (detached) to Planned Development SF-4 on 14.8722 acres of land situated in the Brook Beall Survey, Abstract No. 58, in the City of Corinth, Denton County, Texas. (This property is located on the west side of Parkridge Road, south of Lake Sharon Drive.)

AGENDA ITEM SUMMARY/BACKGROUND

APPROVAL PROCESS

A public hearing will be held for the rezoning request. The rezoning request is in conformance with the Comprehensive Plan. Therefore, no amendment to the Comprehensive Plan is required in order for the Planning and Zoning Commission to consider this request.

The rezoning request to Planned Development SF-4 for a fifty-one (51) lot single family residential (detached) subdivision requires the dedication of a park, trail, money in lieu or a combination thereof per Section 3.05.10 of the Unified Development Code. The proposed request includes a 1.09-acre public park to be dedicated to the City and a hardscape trail that was approved at the December 17, 2015 City Council meeting.

AGENDA ITEM DESCRIPTION

The applicant is proposing a rezoning from SF-4 Single Family Residential (detached) on 14.8722 acres, previously known as Forestwood I Addition, to a Planned Development SF-4 Single Family Residential (detached) with modified development standards in order to develop fifty-one (51) single family, custom homes with a larger living area and varying floor plans. The living area of the custom homes will range from 2,000 sq. ft. to 4,000 sq. ft.

The applicant is proposing the following in lieu of the residential dimensional regulations per Section 2.08.04 of the UDC as shown in the chart below.

SF-4	REQUIRED	PROVIDED
Minimum Front Yard Setback	25 feet	20 feet
Minimum Side Yard Setback:		
Interior Lot	7.5 feet	5 feet
Corner Lot	15 feet / 25 feet from side entry garage	15 feet
Minimum Rear Yard Setback	30% of the depth, up to 30 feet	20 feet

Minimum Lot Width:		
Interior Lot	70 feet at building line / 60 at front property line	
	70 feet at building line / 60 at front property line	60 feet at building line
Corner Lot		
Maximum Building Area / Coverage	30%	55 percent

The applicant is meeting or exceeding all other requirements of the UDC, except the following:

UDC 2.09.03 **Vehicle Parking Regulations** shall apply except:

- Side entry garages may face a side property line for interior lots only.

UDC 2.09.04 **Building Façade Material Standards** shall apply except:

- The exterior facades of a main residential building or structure may be constructed of one hundred (100) percent Class 1: Residential Masonry Construction with no more than 85% of one product.

UDC 4.02 **Fence and Screening Regulations** shall apply, including the following:

- The masonry screening wall shall have entry features/signs at both street intersections and must be owned and maintained by a property owner’s association, such as an HOA, with provisions for maintenance and documents which evidence such provisions which are recorded in the County Deed Records. The applicant is proposing dedication of a 1.09-acre lot as a public park within the development, as well as a minimum five (5') wide hardscape trail going through the park, and extending to the east adjacent to Parkridge Drive that will provide future connectivity to the City's proposed hardscape trail per the Trails Master Plan (Non-Motorized System Master Plan). The applicant's proposed trail also extends to the west to provide future connectivity to the City's proposed hardscape trail system.

The applicant is also proposing six (6) park benches on concrete pads and a total of two (2) swing sets, one for tots and one for older children as part of the park improvements. The proposed development will also include a 1.53-acre open space area (common lot) on the south side that will not be dedicated to the City and will be maintained by a Homeowner's Association.

NOTIFICATION TO PUBLIC

Prior to the Planning and Zoning Commission meeting, public hearing notifications were sent to the 64 property owners located within 200’ of the subject property. A notice of public hearing was posted on the subject property along Parkridge Road.

SURROUNDING PROPERTIES ZONING

- Subject Property SF-4, Single Family Residential (detached)
- North SF-4, Single Family Residential (detached)
- South SF-4, Single Family Residential (detached)
- East SF-4, Single Family Residential (detached)
- West SF-4, Gas Drilling / Single Family Residential (detached)

SURROUNDING PROPERTIES EXISTING LAND USE

- Subject Property Undeveloped
- North Single Family, Residential
- South Single Family, Residential
- East Single Family, Residential

- West Gas Drilling / Single Family, Residential

SURROUNDING PROPERTIES FUTURE LAND USE

- Subject Property Low Density, Residential
- North Low Density, Residential
- South Low Density, Residential
- East Low Density, Residential
- West Medium Density, Residential / Low Density, Residential

PROPOSED LAND USE

The applicant is proposing fifty-one (51) single family, residential lots, one (1) 1.53-acre common area / open space lot and one (1) 1.09-acre public park.

CONFORMANCE TO THE COMPREHENSIVE PLAN

The Unified Development Code requires consistency between a Zoning Map Amendment (Rezoning) and the Comprehensive Plan. The proposed zoning is in conformance with the Comprehensive Plan. Therefore, a Comprehensive Plan Amendment is not necessary.

FINANCIAL SUMMARY

Source of Funding: No funding is required.

RECOMMENDATION

STAFF RECOMMENDATION

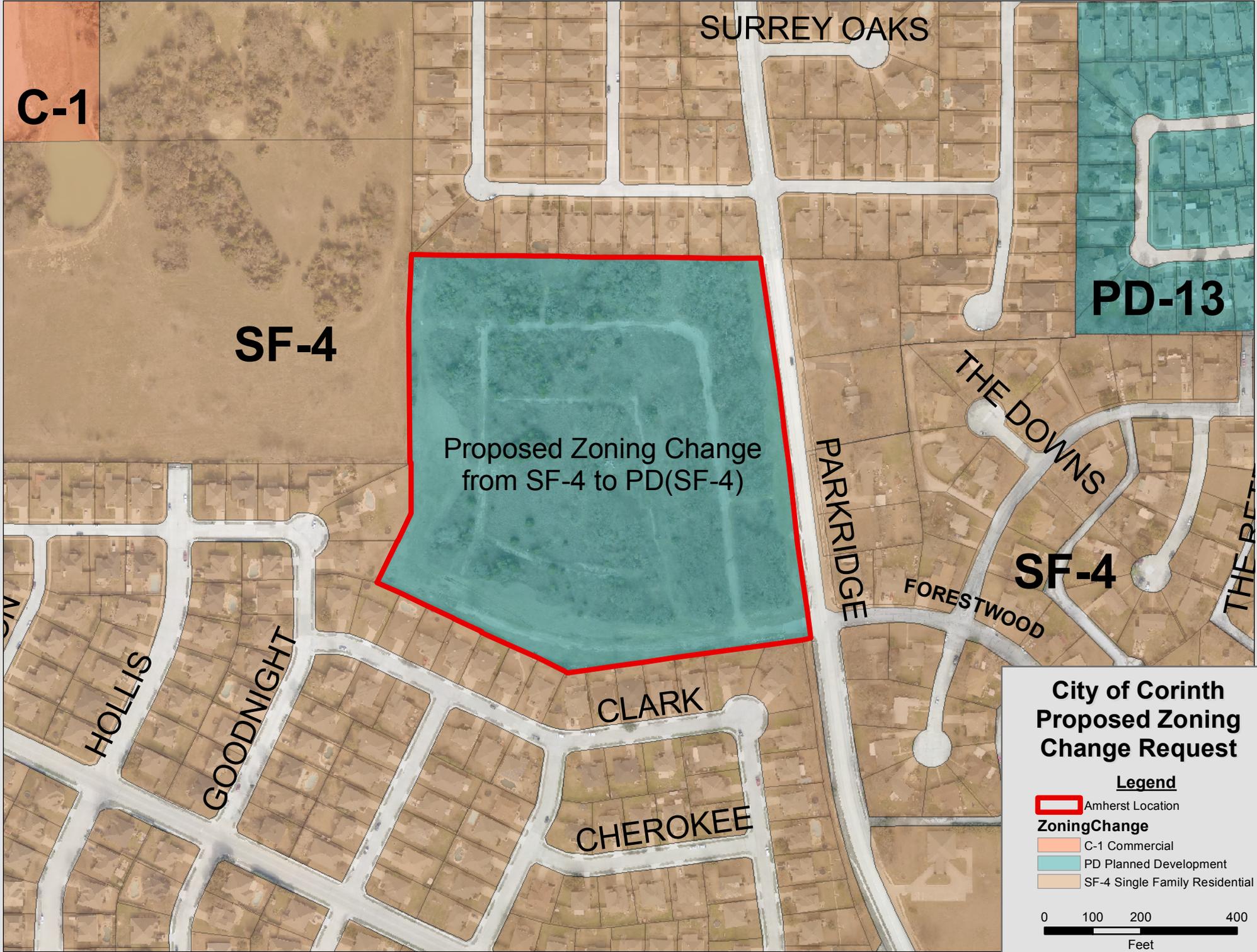
Staff recommends approval of the rezoning request. The modified dimensional regulations will allow flexibility in creating larger homes with varying floor plans. The proposed park land dedication and trail will help to provide recreational opportunities for both this development as well as the single-family, residential developments in this area. The applicant's proposed hardscape trail will also provide the desired future connectivity for the City's trail system and other public parks within the City. Also, the swing set and park bench improvements will require minimal maintenance for the City, while providing recreational opportunities for families and residents.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On February 22, 2016, the Planning and Zoning Commission recommended Approval as presented.

Attachments

Location Map
Ordinance



C-1

SURREY OAKS

PD-13

SF-4

Proposed Zoning Change
from SF-4 to PD(SF-4)

THE DOWNS

PARKRIDGE

SF-4

FORESTWOOD

HOLLIS

GOODNIGHT

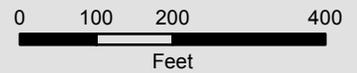
CLARK

CHEROKEE

City of Corinth Proposed Zoning Change Request

Legend

-  Amherst Location
- Zoning Change**
-  C-1 Commercial
-  PD Planned Development
-  SF-4 Single Family Residential



ORDINANCE NO. 15-03-04-__

AMHERST PLANNED DEVELOPMENT DISTRICT

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE, BY AMENDING THE ZONING CLASSIFICATION FROM SF-4 SINGLE FAMILY RESIDENTIAL TO PLANNED DEVELOPMENT SINGLE FAMILY-4 (PD SF-4) ON 14.8722 ACRES OF LAND LEGALLY DESCRIBED AS A TRACT OF LAND SITUATED IN THE BROOK BEALL SURVEY, ABSTRACT NO. 58, IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS, PROVIDING FOR A DESIGN STATEMENT; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000; PROVIDING FOR PUBLICATION AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City's Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, the hereinafter described property is zoned as SF-4 Single Family Residential Classification under the City's Unified Development Code and an authorized person having a proprietary interest in the property has requested a change in the zoning classification of said property; and

WHEREAS, the Planning and Zoning Commission of the City of Corinth and the City Council of the City of Corinth, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the City of Corinth City Council is of the opinion that said change in zoning should be made; and

WHEREAS, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; effect on the over-crowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, the City Council further considered among other things the character of the districts and their peculiar suitability for particular uses and the view to conserve the value of the buildings, and encourage the most appropriate use of the land throughout this City; and

WHEREAS, the City Council finds that the change in zoning promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

SECTION I - LEGAL PROPERTY DESCRIPTION; AMENDMENT

That in accordance with the Unified Development Code, the Zoning Map of the City of Corinth is hereby amended by amending the zoning map of the City of Corinth, Texas on 14.8722 acres of land described in "Exhibit A" attached, from SF-4 Single Family Residential District to Planned Development Single Family-4 (PD SF-4) District.

SECTION II – PLANNED DEVELOPMENT MASTER PLAN

The Concept Plan Exhibit and Concept Design Map Statement documents approved and described as "Exhibit B" attached hereto and made a part hereof are approved.

SECTION III – LAND USE REGULATIONS

- A. The Zoning and Land Use Regulations set forth in "Exhibit C" attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development Single Family District.
- B. That the zoning regulations and districts as herein established have been made in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community
- C. If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Unified Development Code, Planned Development Application and Review. An extension of the two year expiration shall be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Planning determines development progress is occurring.
- D. The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council. The property owner shall furnish a reproducible copy of the approved PD Concept Design Map for signature by the mayor and acknowledgement by the City Secretary. The Planned Development Master Plan, including the signed map shall be made a part of the permanent file and maintained by the City Secretary.

- E. If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION IV – PENALTY FOR VIOLATIONS

Any person, firm, or corporation violating any of the provisions of this ordinance shall upon conviction be fined a sum not to exceed two thousand dollars (\$2,000.00); and each and every day that these provisions are violated shall constitute a separate and distinct offense.

SECTION V – SEVERABILITY CLAUSE

If any section, paragraph, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION VI – EFFECTIVE DATE

This ordinance shall become effective after approval and publication as provided by law.

PASSED AND APPROVED THIS 3rd DAY OF MARCH, 2016.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Debra A. Drayovitch, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
14.8722 ACRE RESIDENTIAL TRACT

BEING a tract of land situated in the BROOK BEALL SURVEY, Abstract No. 58, in the City of Corinth, Denton County, Texas, and being Lots 1 thru 16, in Block 6; Lots 1 thru 22, in Block 7; Lots 1 thru 6, in Block 8, the dedicated street right of way for Russet Lane, Downtree Way, The Glade, and Parkridge Road, and the alley dedication of FORESTWOOD 1, an addition to the City of Corinth, Denton County, Texas according to the plat thereof recorded in Volume 11, Page 18, of the Map Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at 5/8 inch iron rod found for corner at the northwest corner of said Lot 16 in Block 6 of FORESTWOOD 1 ADDITION, same being the southwest corner of TAYLOR'S RIDGE ADDITION, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet Q, Page 203, of the Map Records of Denton County, Texas, and same also being in the east line of a tract of land as described in deed to Baum Family Partnership recorded in Volume 1459, Page 874, of the Deed Records of Denton County, Texas.

THENCE South 88 degrees 49 minutes 22 seconds East, along the south line of said TAYLOR'S RIDGE ADDITION, a distance of 723.24 feet to a 5/8 inch capped iron rod found for corner at the Southeast corner of Lot 26 in Block 1 of said TAYLOR'S RIDGE ADDITION in the existing west line of Parkridge Drive, and continuing for a total distance of 736.34 feet to an "X" cut set in concrete, same being the northeast corner of a 13 foot right of way dedication as per plat of said FORESTWOOD 1 ADDITION;

THENCE South 07 degrees 14 minutes 17 seconds East, along the east line of said 13 foot right of way dedication, a distance of 794.58 feet to a 5/8 inch yellow capped iron rod stamped "JDJR" set for corner, same being the southeast corner of said dedication;

THENCE South 82 degrees 43 minutes 36 seconds West, passing at 31.00 feet, the northeast corner of Lot 21 in Block 34, of FAIRVIEW WEST PHASE IV, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet L, Page 55, of the Map Records of Denton County, Texas, and continuing along the north line of said Block 34, for a total distance of 523.23 feet to 5/8 inch yellow capped iron rod stamped "JDJR" set for corner;

THENCE North 64 degrees 04 minutes 23 seconds West, along the said north line of Block 34, a distance of 435.66 feet to a 5/8 inch yellow capped iron rod stamped "JDJR" set for corner;

THENCE North 26 degrees 01 minutes 24 seconds East, along the east line of said Block 34, a distance of 155.46 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 32 minutes 32 seconds East, along the said east line of Block 34, a distance of 108.06 feet to a 5/8 inch capped iron rod found for corner at the east corner of Lot 5 in said Block 34, same also being the southeast corner of said Baum Family Partnership tract;

THENCE North 00 degrees 42 minutes 17 seconds East, along the said east line of Baum Family Partnership tract, a distance of 431.41 feet to the Point of Beginning, and containing a computed area of 14.8722 Acres or 647,833.99 square feet of land, more or less.

**EXHIBIT “B”
AMHERST PD CONCEPT PLAN
PD DESIGN STATEMENT**

AMHERST is a planned development residential subdivision on 14.8722 acres previously known as Forestwood 1 Addition. The development includes usable open spaces, amenity opportunities, and pedestrian connectivity as illustrated in Exhibit C, the PD Design Concept Map. There are 51 residential lots, a 1.53 open space lot and a 1.09 acre lot to be dedicated to the City of Corinth as a public park. Below is a summary of the number of lots and density:

Gross Area	Number of residential lots	Density
14.8722 acres	51 lots	3.43 dwelling units per acre

The amount of open space including the HOA open space lot and the public park is 17.67 percent. Both open spaces will be usable areas designed to enhance the quality of life for the residents.

The intent of the Planned Development is not to increase density over the base zoning district, but to establish development regulations that create a more modern and successful development.

The living area of the homes will range from a minimum of 2,000 sq. ft. to 4,000 sq. ft. The homes will include custom designs for this development with many varying floor plans. All of the homes will be built using the finest quality materials, including energy efficient materials. The homes will include up-to-date technologies for life safety, HVAC, and electrical systems.

The proposed development will be constructed in one single phase.

PD DESIGN MAP
 PD CONCEPT PLAN

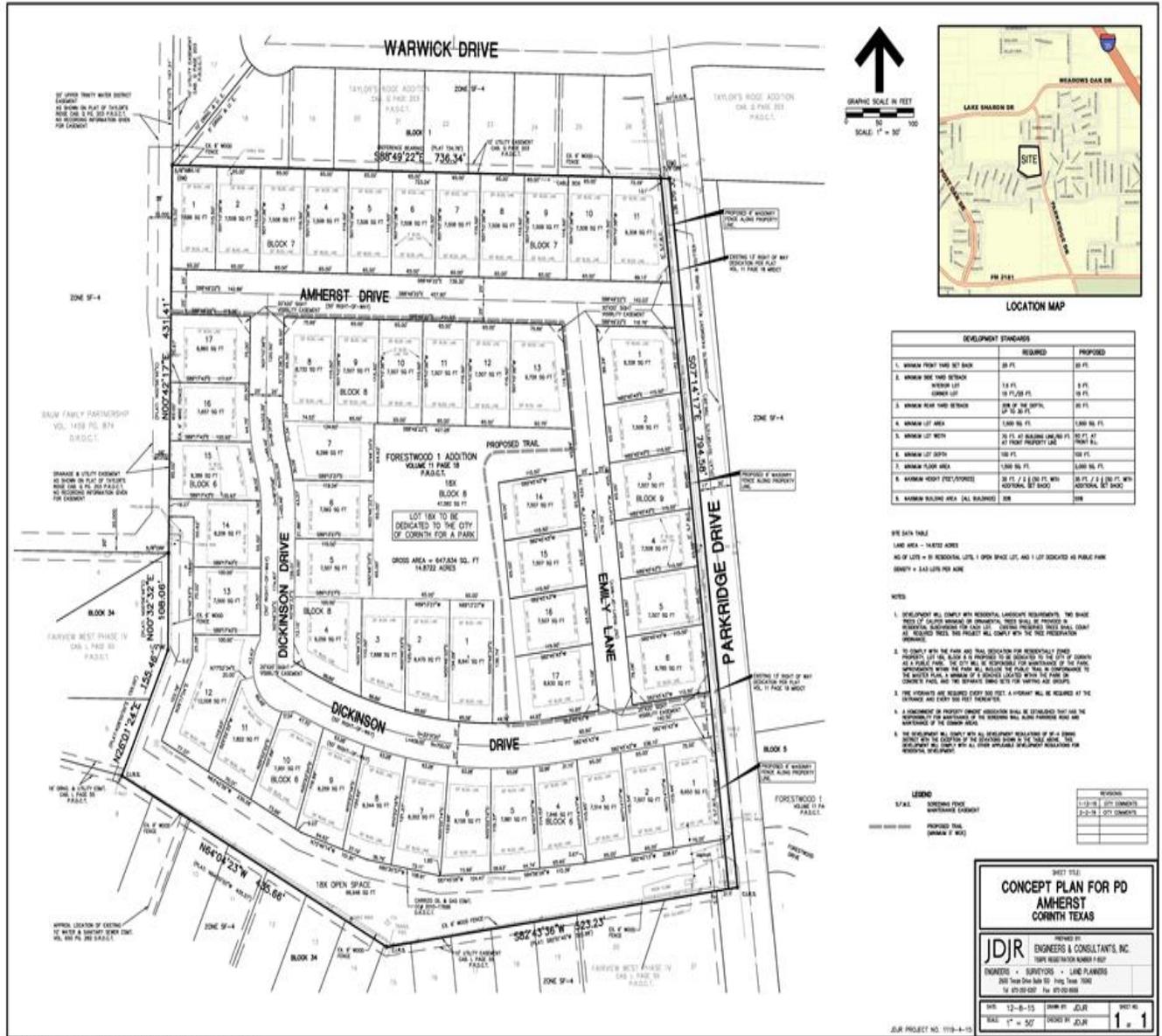


EXHIBIT “C”
LAND USE REGULATIONS

SECTION 1: REGULATIONS

A. Purpose

The regulations set forth in this Exhibit provide development standards for Single Family Residential designations within this Amherst Planned Development District. The Planned Development (PD) District is identified by metes and bounds on Exhibit “A” and is depicted on Exhibit B. Every use not authorized herein is expressly prohibited in this Planned Development (PD) District.

B. Base Districts

The “SF-4” Single Family Residential District, regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08 shall apply except as modified herein.

SECTION 2: USES

A. Single Family Residential

In the Planned Development (PD) District for Single Family Residential Uses, no building, or land shall be used and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided in the Single Family-4 (SF-4) District regulations of the Unified Development Code.

B. Open Space

Lot 18X, Block 6 (approx. 1.53 acres) shall be dedicated for the use of the homeowners within this development. This Open Space lot will be owned and maintained by the Homeowner’s Association (HOA).

C. Park Land Dedication

1. Lot 18X, Block 8 (approx. 1.09 acres) shall be dedicated to the City of Corinth for a public park. This park land dedication was approved in concept by the City Council on December 17, 2015. The park shall be dedicated in compliance with the UDC requirements and then owned and maintained by the City of Corinth.
2. The developer shall install 6 park benches on concrete pads and two swing sets, one for toddlers and one for older children.

3. A minimum 5' wide pedestrian trail sidewalk shall be installed through the development from Parkridge Drive to the west boundary of the development at the location of the street extension. This hardscape trail shall go through the park.

SECTION 3: AREA REGULATIONS FOR SITE PLAN "AREA A" – Planned Development Single Family Residential (PD SF-4) District

A. Purpose

This district is intended to provide for development of single family dwelling units on lots of not less than 7,500 square feet.

B. Permitted Uses and Use Regulations

The Permitted Uses in the SF-4, Single Family Residential District, as listed in Subsection 2.07 of the Unified Development Code.

C. Dimensional Regulations

The Dimensional Regulations described in Section 2.04.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for Single Family-4 (SF-4) District shall apply to the 1400development of the property, except as follows:

Minimum Front Yard Setback	20 feet
Minimum Side Yard Setback Interior Lot Corner Lot	5 feet 15 feet
Minimum Rear Yard Setback	20 feet
Minimum Lot Width	60 feet at building line
Minimum Floor Area	2,000 sq. ft.
Maximum Building Coverage	55 percent

D. Development Standards

The Development Standards for this PD are the development standards for SF-4 Single Family Residential, Section 2.04.04 of the City's Unified Development Code except as otherwise stated herein:

1. UDC 2.07.07 **Accessory Buildings and Uses** shall apply.
2. UDC 2.09.01 **Landscape Regulations** shall apply.
3. UDC 2.09.02 **Tree Preservation Regulations** shall apply.

4. UDC 2.09.03 **Vehicle Parking Regulations** shall apply except:
 - a. Side entry garages may face a side property line for interior lots only.
5. UDC 2.09.04 **Building Façade Material Standards** shall apply except:
 - a. The exterior facades of a main residential building or structure shall be constructed of one hundred (100) percent Class 1: Residential Masonry Construction with no more than 85% of one product.
6. UDC 2.09.05 **Residential Adjacency Standards** shall apply.
7. UDC 2.09.07 **Lighting and Glare Regulations** shall apply.
8. UDC 4.02 **Fence and Screening Regulations** shall apply, including the following:
 - a. The masonry screening wall shall be located within an easement to the HOA, entry features/signs at both street intersections and must be owned and maintained by a property owner's association, such as an HOA, with provisions for maintenance and documents which evidence such provision which are recorded in the County Deed Records.
9. Garages
 - a. Each home shall have at least a two car enclosed garage, 20'x20' minimum.
 - b. Access to the garage shall be by means of a driveway connecting with an adjacent public street, alley, public access easement, approved private street, or approved private access easement.
10. Driveways
 - a. Residential lots shall have concrete driveways.
 - b. Driveways shall be designed and maintained to prevent all-weather surface materials from being deposited on public streets and rights-of-way by storm water runoff.

City Council Regular and Workshop Session

Meeting Date: 03/03/2016

Title: Street Renaming Public Hearing

Submitted For: Cody Collier, Acting Director

Submitted By: Cody Collier, Acting Director

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

TO HEAR PUBLIC OPINION REGARDING RENAMING OF PORTIONS OF SOUTH CORINTH STREET AND MEADOWS OAK DRIVE.

AGENDA ITEM SUMMARY/BACKGROUND

In November of 2015, staff received direction to present options for the renaming of South Corinth Street and Meadows Oak Drive. Staff made a presentation to Council on January 21, 2016 with three options for street naming. Two of those options included proposed options for renaming, and the third option was to allow street names to remain the same. Council selected "Option 2" and requested a minor change on the proposed renaming of South Corinth (South of Meadows Oak) to be changed to Meadow Oaks. Additionally Council instructed staff to contact Denco 911 and Denton County to ensure there were no conflicts with addresses in the proposed street renaming. Representatives from both agencies stated that there were no conflicts.

A Public Notice letter was mailed on February 10, 2016 to every resident affected by the street renaming. It included directions to oppose the changes via letter for those unable to attend the Public Hearing. A notice advertising the Public Hearing was also published in the Denton Record Chronicle and Lake Cities Sun on Sunday February 14, 2016.

RECOMMENDATION

Receive public comments and give staff direction.

Attachments

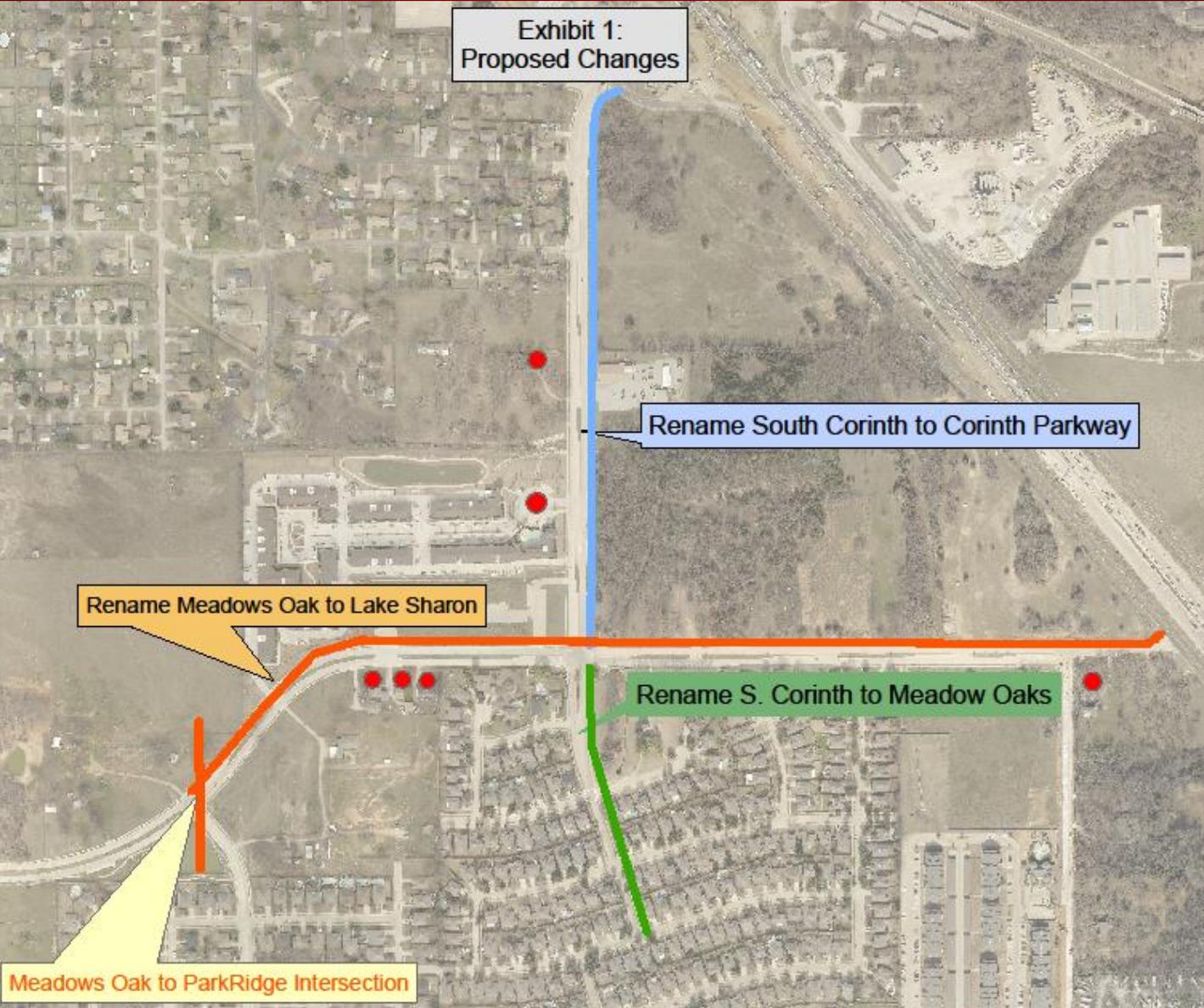
Renaming Presentation

Public Hearing Notice Letter to Residents

STREET RENAMING

SOUTH CORINTH AND MEADOWS OAK
PUBLIC HEARING MARCH 3, 2016

PROPOSED CHANGES SELECTED BY COUNCIL ON JANUARY 21, 2016



REQUIREMENTS TO CHANGE STREET NAMES

- Public hearing to notify effected residents (approximately 340)
- Must be approved by ordinance
- Notify following entities
 - Post office
 - County
 - Denco 911
 - Police, Fire, Utility Billing
 - School District
 - Utility Companies
 - Process takes approximately 90 days to complete
- Six months to one year of dual street name sign posting on each street

RESIDENT REQUIREMENTS AFTER CHANGE

- Residents will have the following changes to make:
 - Drivers licenses
 - Passports
 - Insurance paperwork
 - Billing information for all credit and utility companies
 - Personal contacts notification of address change

UPDATES

- November 2015- Request received to consider renaming of streets.
- January 21, 2016- Council selected “Exhibit 1” for proposed change.
- February 10, 2016- Notice sent certified mail to residents and property owners.
 - Notice contained announcement of tonight's Public Hearing and a form to oppose if not able to attend the Public Hearing in person.
- February 14, 2016- Public Hearing was advertised in the Denton Record Chronicle and Lake Cities Sun
- March 3, 2016- Hold Public Hearing for consideration



**City Council Regular Session Meeting:
THURSDAY, MARCH 3, 2016 AT 7:00 P.M.**

Dear Property Owner:

The City Council of the City of Corinth, Texas, will hold a Public Hearing on **Thursday, March 3, 2016 at 7:00 p.m.** in Corinth City Hall located at 3300 Corinth Parkway, Corinth, Texas, to hear public opinion regarding the following:

Proposal to change the following street names:

Meadows Oak Drive- Change to Lake Sharon Drive from Park Ridge to I-35 Service Road.

South Corinth Street- Change to Corinth Parkway from I-35 Service Road to Meadows Oak.

South Corinth Street- Change to Meadow Oaks from Meadows Oak to Mason Avenue (Meadow Oaks Subdivision).

As a property owner, you are invited to attend this meeting. You are not required to be present, but all interested parties wishing to be heard should appear at the time and place stated above.

Your opinion regarding the proposed street name changes described above may be expressed by notation on this form or by letter. You may support or oppose the request; your opposition will be considered a protest.

Name/Address _____

Please don't hesitate to call us at (940)498-3249 if you have any questions.

Sincerely,

**Cody Collier
Acting Director of Public Works Operations
City of Corinth, Texas**

City Council Regular and Workshop Session

Meeting Date: 03/03/2016

Title: Valencia Major Subdivision Waiver

Submitted For: Fred Gibbs, Director

Submitted By: Barbara Cabbage, Planning & Development Manager

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on a request from the applicant, Thomas Fletcher with Kimley-Horn Associates, authorized representative for the property owner, for a Major Waiver to City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow construction of public improvements prior to approval of the associated preliminary and final plat within a 16' wide easement being 0.136 acres more or less on property legally described as the remainder 26.648 acres being Tracts 2 and 2c out of the Buffalo Bayou, Brazos and Colorado Railroad Company Survey, County Abstract No. 153 in the City of Corinth, Denton County, Texas.(Valencia Major Subdivision Waiver)

AGENDA ITEM SUMMARY/BACKGROUND

BACKGROUND

Valencia Subdivision is comprised of one commercial lot and 86 residential lots. The zoning for this development was approved as Planned Development SF / C-1 (shown as PD 35 on the zoning map) in 2013 with 1 commercial lot being 1.39 acres and 81 single family lots on 25.5 acres. At that time Parkland Dedication was addressed and the City Council accepted monies in lieu of parkland dedication.

The applicant, Thomas Fletcher, authorized representative for the property owner submitted a request for a Minor PD Amendment that was approved by the Director of Planning and Development. The Director of Planning and Development and the DRC determined that all of the conditions were met as required in the attached section of the UDC Section 2.10.09. D, Planned Development (PD) Modifications 1. Minor PD Amendment and Adjustment. The difference is an increase from 81 single family lots to 86 single family lots. With the changes, although allowed by ordinance, The Development Review Committee required the applicant to revise the preliminary plat and civil construction plans. The revised preliminary plat and plans were processed and the preliminary plat was approved by the Planning and Zoning Commission in October 2015.

The next step in the "Development Process" was to process the final plat and civil construction plans which has received Development Review Committee (DRC) approval. The Valencia Final Plat is scheduled to go before the Planning and Zoning Commission February 22, 2016. As stated DRC has approved the documents however our recommendation to P&Z stipulates that the plat approval is subject to TXDOT's approval of the entrances into the subdivision. As well; planned construction is contingent on City Council's approval of the Major Subdivision Waiver in order to get sewer service to the subdivision. Section 3.06.01 of the Unified Development Code (attached) goes into detail regarding a Subdivision Waiver.

AGENDA ITEM DESCRIPTION

First Texas Homes is the property owner of the residential portion of this proposed development however they do not have ownership of the commercial zoned lot. In order to get sanitary sewer service to the proposed residential lots, construction through an easement granted to First Texas Homes by the owner of the commercial zoned parcel by separate instrument is necessary.

The Unified Development Code requires approval of the final plat (UDC 3.03.03) and civil construction plans prior

to construction of the infrastructure. Mr. Fletcher representing the property owners, seeks approval to allow for the extension of the public improvements for sanitary sewer construction to the proposed residential development prior to the platting of property. The acquired 16' wide easement stretches approximately 261' along FM 2181 across the commercial lot. The construction would be done in conjunction with the infrastructure improvements of the Valencia Residential Subdivision.

The City's Development Review Committee including Freese and Nichols, the City's consulting engineering firm has reviewed and approved the civil construction plans for this requested Major Subdivision Waiver.

APPROVAL PROCESS

Major Subdivision Waivers go before the Planning and Zoning Commission for consideration and a recommendation is made to City Council where the final ruling is made on a request.

RECOMMENDATION

STAFF RECOMMENDATION

The Development Review Committee recommends approval of the Major Subdivision Waiver.

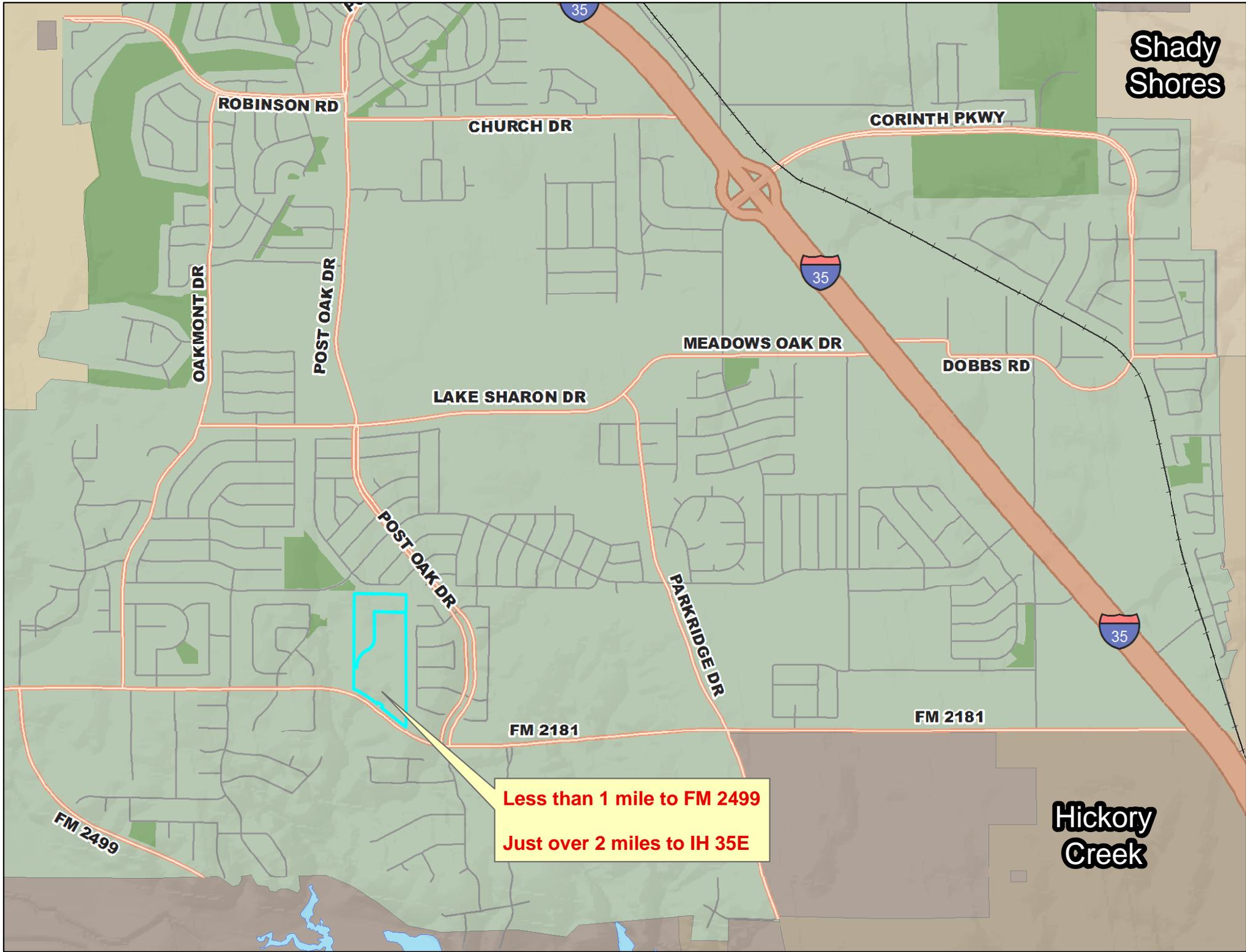
PLANNING AND ZONING COMMISSION RECOMMENDATION

At the regular session on February 22, 2016, the Planning and Zoning Commission recommended approval of the major subdivision waiver subject to the filing of the easement documents.

Attachments

Location Map
Current Zoining Map
Valencia Proposed Final Plat
Subsection 3.06

**Shady
Shores**



LAKE SHARON DR

FM 2181

FM 2181

Less than 1 mile to FM 2499
Just over 2 miles to IH 35E

**Hickory
Creek**

FM 2499

OAKMONT DR

POST OAK DR

POST OAK DR

PARKRIDGE DR

ROBINSON RD

CHURCH DR

CORINTH PKWY

MEADOWS OAK DR

DOBBS RD

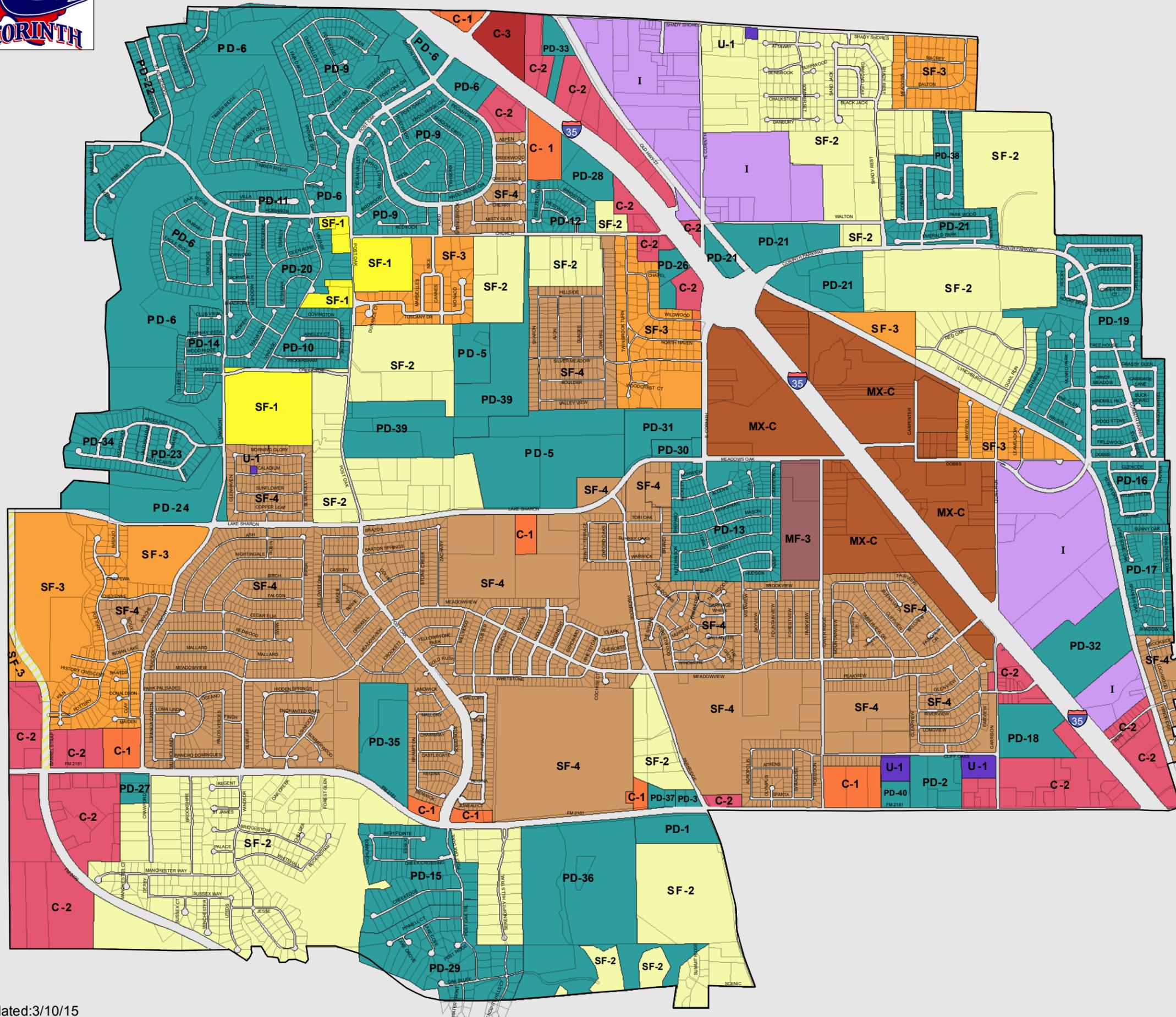
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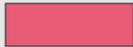
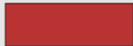
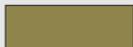
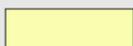
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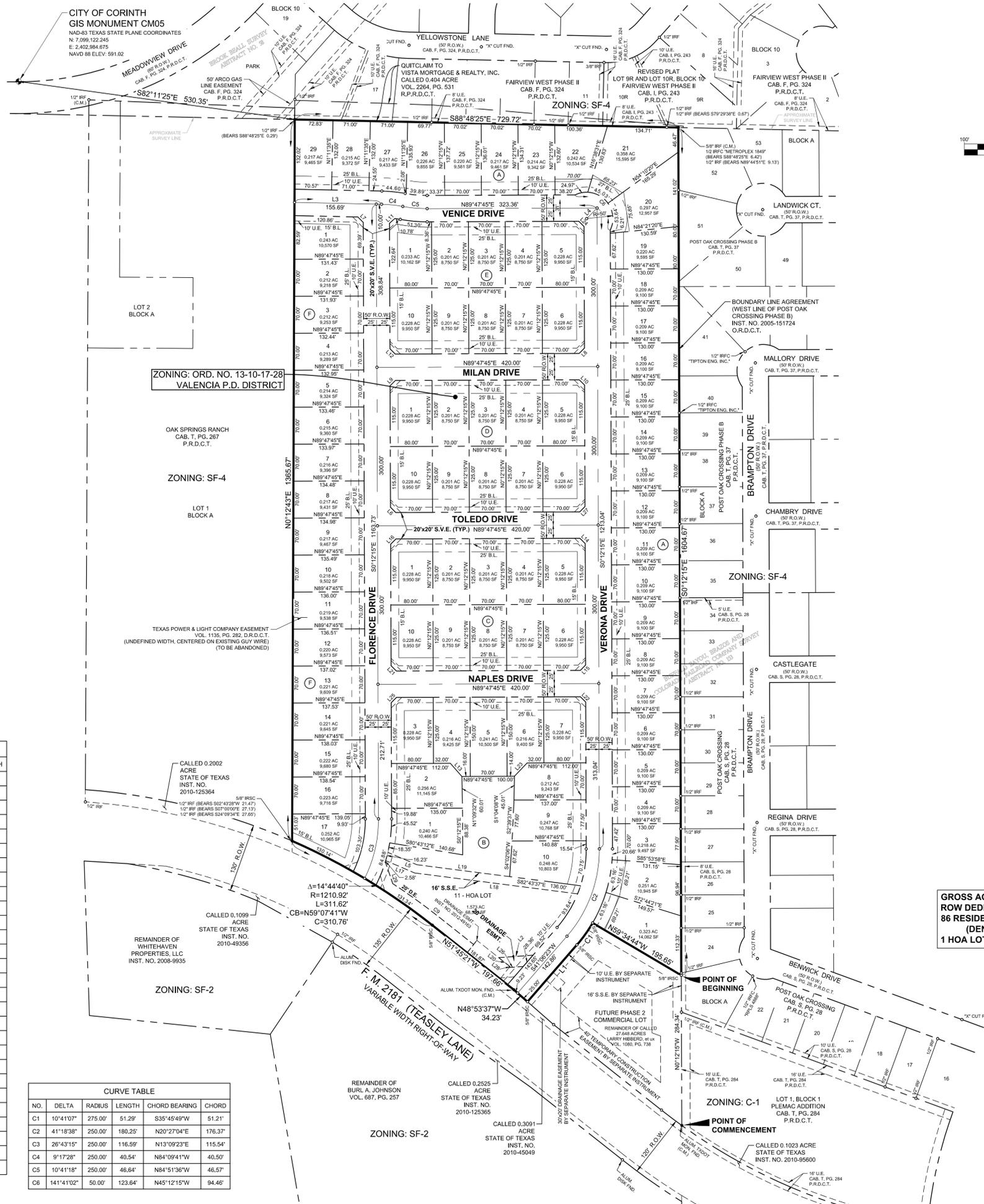
City of Corinth Zoning Map



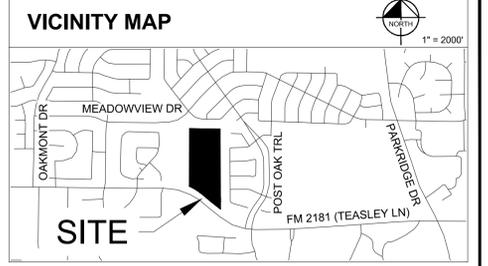
Legend

- Zoning Districts**
-  Future FM 2499
 -  C-1 Commercial
 -  C-2 Commercial
 -  C-3 Commercial
 -  I Industrial
 -  MF-1 Multi-Family Residential
 -  MF-2 Multi-Family Residential
 -  MF-3 Multi-Family Residential
 -  MHD Modular Home District
 -  MX-C Mixed Use Commercial
 -  PD Planned Development
 -  SF-1 Single Family Residential
 -  SF-2 Single Family Residential
 -  SF-3 Single Family Residential
 -  SF-4 Single Family Residential
 -  U-1 Utility





GROSS ACRES 25.752 AC
ROW DEDICATION 5.159 AC
86 RESIDENTIAL LOTS 18.972 AC
1 HOA LOT 1.621 AC



- Notes:**
- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
 - Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - Bearing basis is grid north of the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.
 - Any public utility, including the City of Corinth, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements or right-of-way shown on the plat; and any public utility, including the City of Corinth, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. Easements shall be maintained by property owners. The City can move trees or any other improvements and does not have the responsibility to replace them.
 - Sight Visibility Restriction: No structure, object, or plant of any type may obstruct vision from a height of thirty (30) inches to a height of ten (10) feet above the top of the curb, including, but not limited to buildings, fences, walks, signs, trees, shrubs, cars, trucks, etc., in the sight visibility easement as shown on the plat. These sight visibility easements will remain in effect until vacated by ordinance adopted by the City Council of Corinth and the property replatted.
 - HOA lots will be owned and maintained by the H.O.A.

FLOOD STATEMENT:

According to Community Panel No. 4812C0390G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not within a special flood hazard area. This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

FINAL PLAT OF VALENCIA

LOTS 1-30, BLOCK A; LOTS 1-11, BLOCK B;
 LOTS 1-10, BLOCK C; LOTS 1-10, BLOCK D;
 LOTS 1-10, BLOCK E; LOTS 1-17, BLOCK F

BEING 25.752 ACRES
 OUT OF
 THE BUFFALO BAYOU, BRAZOS
 AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT NO. 153
 CITY OF CORINTH, DENTON COUNTY, TEXAS
 ZONING: ORD. NO. 13-10-17-28
 VALENCIA PLANNED DEVELOPMENT DISTRICT

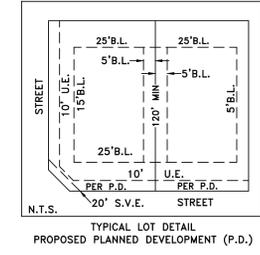
Kimley»Horn

5750 Genesis Court, Suite 200 Frisco, Texas 75034 FIRM #10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	KHA	KHA	01/18/2016	069306705	1 OF 2

OWNER:
 First Texas Homes, Inc.
 16950 Dallas Parkway, Suite 102
 Dallas, Texas 75248
 Phone: 214-244-8900
 Contact: Tony Shaw

ENGINEER/SURVEYOR:
 Kimley-Horn and Associates, Inc.
 5750 Genesis Court, Suite 200
 Frisco, Texas 75034
 Phone: 972-335-3580
 Fax: 972-335-3779
 Contact : Thomas Fletcher, P.E.



LINE TYPE LEGEND

---	BOUNDARY LINE
---	BASEMENT LINE
---	BUILDING LINE
---	WATER LINE
---	SANITARY SEWER LINE
---	STORM SEWER LINE
---	GAS
---	OVERHEAD UTILITY LINE
---	UNDERGROUND UTILITY LINE
---	UNDERGROUND TELEPHONE LINE
---	FENCE
---	CONCRETE PAVEMENT
---	ASPHALT PAVEMENT

LEGEND

□	BOX OR PEDESTAL	C	COMMUNICATIONS
○	HANDHOLE	E	ELECTRIC POWER
○	MANHOLE	F	FIBER OPTIC
○	MARKER SIGN	G	NATURAL GAS
○	METER	P	PETROLEUM OR PIPELINE
○	MARKER PINFLAG	R	RAILROAD
○	POLE	S	SAW SEWER OR WASTEWATER
○	STORAGE TANK	D	STORM SEWER
○	VALVE (EXCEPT WATER)	T	TELEPHONE
○	VAULT	TR	TRAFFIC
○	WELL	U	UNIDENTIFIED
○	CABLE TV	W	WATER
○	ROOF DRAIN	IBN	SECURITY CAMERA
○	ELEVATION BENCHMARK	IS	SANITARY SEWER BOX
○	FLOW DIRECTION	IS	SANITARY SEWER CLEAN OUT
○	MONITORING WELL	IS	SANITARY SEWER LIFT STATION
○	FUEL TANK	IS	STORM SEWER GRAB
○	FLOOD LIGHT	IS	TRAFFIC BARRIER
○	GUY ANCHOR	IS	TRAFFIC BOLLARD
○	GUY ANCHOR POLE	IS	TRAFFIC CAMERA
○	UTILITY POLE	IS	TRAFFIC SENSOR
○	ELECTRIC SWITCH	IS	TRAFFIC SIGNAL
○	ELECTRIC TRANSFORMER	IS	TRASH BIN
○	HANDICAPPED PARKING	IS	TREE
○	PARKING METER	IS	WATER BOX
○	RAILROAD SIGNAL	IS	FIRE SPRINKLER CONNECTION
○	RAILROAD SIGN	IS	FIRE HYDRANT
○	"SIGN"	IS	WATER VALVE
○	MANHOLE/BIERBOARD	IS	AMB. RELEASE VALVE
○	A/C UNIT	IS	WATER WELL
○	BASKET BALL GOAL	IS	5/8" IRON ROD W/ "KHA" CAP SET
○	BORE LOCATION	IS	IRON ROD WITH CAP FOUND
○	FLAG POLE	IS	PK NAIL SET
○	GOAL POST	IS	PK NAIL FOUND
○	GREASE TRAP	IS	IRON ROD FOUND
○	IRRIGATION VALVE	IS	"X" CUT IN CONCRETE SET
○	LIGHT STANDARD	IS	"X" CUT IN CONCRETE FOUND
○	MAIL BOX	IS	P.O.B. POINT OF BEGINNING
○	NEWS STAND	IS	P.O.C. POINT OF COMMENCING
○	PHONE BOOTH	IS	DEED RECORDS OF DENTON COUNTY, TEXAS
○	D.R.D.C.T. OFFICIAL RECORDS OF DENTON COUNTY, TEXAS	IS	DEED RECORDS OF DENTON COUNTY, TEXAS
○	P.R.D.C.T. PLAT RECORDS OF DENTON COUNTY, TEXAS	IS	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS

LINE TABLE

NO.	BEARING	LENGTH
L1	S41°06'23"W	142.86'
L2	N85°57'38"E	65.46'
L3	N88°48'25"W	165.69'
L4	S44°47'45"W	28.28'
L5	N67°01'28"W	59.97'
L6	N45°12'15"W	14.14'
L7	S44°30'20"E	14.32'
L8	S44°47'45"W	14.14'
L9	N44°47'45"E	14.14'
L10	S45°12'15"E	14.14'
L11	N48°11'47"E	13.37'
L12	N45°12'15"W	14.14'
L13	S41°33'07"E	33.30'
L14	S45°12'15"E	14.14'
L15	S44°47'45"W	14.14'
L16	N44°47'45"E	14.14'
L17	S67°05'13"E	59.88'
L18	S82°43'37"E	312.50'
L19	N82°43'37"W	177.89'
L20	S51°45'21"E	27.11'
L21	N45°12'15"W	14.14'
L22	S45°12'15"E	14.14'
L23	N43°37'37"E	34.66'
L24	S45°12'15"E	14.14'
L25	N44°47'45"E	14.14'
L26	N85°57'38"E	26.90'
L27	S44°47'45"W	14.14'
L28	S38°14'39"W	2.38'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°41'07"	275.00'	51.29'	S35°49'49"W	51.21'
C2	41°18'38"	250.00'	180.25'	N20°27'04"E	176.37'
C3	26°43'15"	250.00'	116.59'	N13°09'23"E	115.54'
C4	9°17'28"	250.00'	40.54'	N84°09'41"W	40.50'
C5	10°41'18"	250.00'	46.64'	N84°51'36"W	46.57'
C6	14°14'10"	50.00'	123.64'	N45°12'15"W	94.46'

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

We, the undersigned, owner of the land shown on this plat within the area described by metes and bounds as follows:

BEING a tract of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Company Survey, Abstract No. 153, City of Corinth, Denton County, Texas and being all of a called 25.752 acre tract of land conveyed in a Special Warranty Deed to First Texas Homes, Inc., recorded in Instrument No. 2016-4285 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at an aluminum TxDOT monument found for the northeast corner of a called 0.3091 acre tract of land conveyed in a deed to the State of Texas recorded in Instrument No. 2010-45049 of the Official Records of Denton County, Texas and the northwest corner of a called 0.1023 acre tract of land conveyed in a deed to the State of Texas recorded in Instrument No. 2010-95600 of the Official Records of Denton County, Texas, said corner being in the east line of called 27.648 acre tract of land conveyed in a Warranty Deed to Larry Hibberd and wife, Darlene Hibberd recorded in Volume 1080, Page 738 of the Deed Records of Denton County, Texas, and the west line of Lot 1, Block 1 of Plemac Addition, an addition to the City of Corinth according to the plat thereof recorded in Cabinet T, Page 284 of the Plat Records of Denton County, Texas, the northeast right-of-way line of F.M. 2181 (Teasley Lane), a variable width right-of-way, and also being at the beginning of a curve to the right;

THENCE, along the northeast right-of-way line of said F.M. 2181 (Teasley Lane) the following courses and distances:

Northwesterly, along said curve to the right through a central angle of 02°33'23", having a radius of 1085.92 feet, a chord bearing of North 53°02'02" West, a chord distance of 48.45 feet, and an arc length of 48.45 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the end of said curve;

North 51°45'21" West, a distance of 261.31 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

North 48°53'37" West, a distance of 65.89 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the southernmost, southeast corner of said 25.752 acre tract, same being the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing along the northeast right-of-way line of said F.M. 2181 (Teasley Lane) the following courses and distances:

North 48°53'37" West, a distance of 34.23 feet to an aluminum TxDOT monument found for corner;

North 51°45'21" West, a distance of 197.66 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the left;

Northwesterly, along said tangent curve to the left through a central angle of 14°44'40", having a radius of 1210.92 feet, a chord bearing of North 59°07'41" West, a chord distance of 310.76 feet and an arc length of 311.62 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said 0.3091 acre tract and the northeast corner of a called 0.2002 acre tract of land conveyed in a deed to the State of Texas recorded in Instrument No. 2010-125364 of the Official Records of Denton County, Texas, said corner being in the west line of said 27.648 acre tract and the east line of Lot 1, Block A of Oak Springs Ranch, an addition to the City of Corinth according to the plat thereof recorded in Cabinet T, Page 267 of the Plat Records of Denton County, Texas, from which a 1/2 inch iron rod found bears South 02°43'28" West a distance of 21.47 feet, and from which a 1/2 inch iron rod found bears South 07°00'00" East a distance of 27.13 feet, and from which a 1/2 inch iron rod found bears South 24°09'34" East a distance of 27.65 feet;

THENCE North 00°12'43" East, departing the northeast right-of-way line of said F.M. 2181 (Teasley Lane) and along the west line of said 25.752 acre tract, and the east line of said Lot 1, Block A, a distance of 1365.67 feet to the northwest corner of said 25.752 acre tract and the southwest corner of a called 0.404 acre tract of land conveyed in a Quitclaim Deed to Vista Mortgage & Realty, Inc., recorded in Volume 2264, Page 531 of the Real Property Records of Denton County, Texas, said point being in the south line of Fairview West Phase II, an addition to the City of Corinth according to the plat thereof recorded in Cabinet F, Page 324 of the Plat Records of Denton County, Texas, from which a 1/2 inch iron rod found bears South 88°48'25" East a distance of 0.29 feet;

THENCE South 88°48'25" East, along the north line of said 25.752 acre tract and the south lines of said Fairview West Phase II, said 0.404 acre tract, and of the Revised Plat of Lot 9R and Lot 10R, Block 10, Fairview West Phase II, an addition to the City of Corinth according to the plat thereof recorded in Cabinet I, Page 243 of the Plat Records of Denton County, Texas, a distance of 729.72 feet to a 5/8 inch iron rod found for the northwest corner of Post Oak Crossing Phase B, an addition to the City of Corinth according to the plat thereof recorded in Cabinet T, Page 37 of the Plat Records of Denton County, Texas, and the northeast corner of the Hibberd Tract according to the Boundary Line Agreement recorded in Instrument No. 2005-151724 of the Official Records of Denton County, Texas, same also being the northeast corner of said 25.752 acre tract, from which a 1/2 inch iron rod with plastic cap stamped "METROPLEX 1849" found bears South 88°48'25" East a distance of 6.42 feet and from which a 1/2 inch iron rod found bears North 89°44'51" East a distance of 9.13 feet;

THENCE South 00°12'15" East, along the east line of said Boundary Line Agreement of the Hibberd Tract, the east line of said 25.752 acre tract, the west lines of said Post Oak Crossing Phase B and Post Oak Crossing, an addition to the City of Corinth according to the plat thereof recorded in Cabinet S, Page 28 of the Plat Records of Denton County, Texas, a distance of 1604.67 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE North 59°34'44" West, departing the east line of said Boundary Line Agreement, the west line of said Post Oak Crossing, and a southerly line of said 25.752 acre tract, a distance of 195.65 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right;

THENCE in a southwesterly direction, along an easterly line of said 25.752 acre tract, and along the arc of said curve to the right, through a central angle of 10°41'07", having a radius of 275.00 feet, a chord bearing of South 35°45'49" West, a chord distance of 51.21 feet and an arc length of 51.29 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the end of said curve;

THENCE South 41°06'23" West, continuing an easterly line of said 25.752 acre tract, a distance of 142.86 feet to the **POINT OF BEGINNING** and containing 25.752 acres (1,121,742 square feet) of land, more or less.

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

BY: **FIRST TEXAS HOMES, INC.**, a Texas corporation

By: _____
Keith Hardesty, Division President

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Keith Hardesty, Division President of First Texas Homes, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public in and for the State of Texas

Type or Print Notary's Name

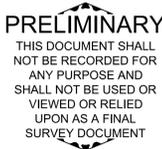
My Commission Expires:_____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §

COUNTY OF DENTON §

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



Michael B. Marx Date
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone 972-335-3580
Fax 972-335-3779

STATE OF TEXAS §

COUNTY OF DENTON §

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

Given under my hand and seal of office this ____ day of _____,_____.

NOTARY PUBLIC

County, Texas

CERTIFICATE OF COMPLETION AND AUTHORIZATION TO FILE

Approved

Chairman, Planning and Zoning Commission Date
City of Corinth, Texas

The undersigned, the City Secretary and the City of Corinth, Texas, hereby certifies that the foregoing Final Plat of the VALENCIA Subdivision or Addition to the City of Corinth was submitted to the Planning and Zoning Commission on the ____ day of _____ and the Commission, by formal action, then and there accepted the fee simple dedication of streets, thoroughfares, alleys, and parks to the public use forever and dedication of easements for trails, sidewalks, storm drainage facilities, floodways, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements of the platting ordinances, rules, and regulations as shown and set forth in and upon said plat, that the public works and infrastructure improvements have been completed in accordance with the construction plans, have been tested and have been accepted by the City, that the Final Plat is now acceptable for filing with Denton County and said Commission further authorized the Chairman of the Planning and Zoning Commission to note the acceptance thereof by signing his/her name as hereinabove subscribed..

Witness my hand this ____ day of _____, _____.

City Secretary
City of Corinth, Texas

**FINAL PLAT
OF
VALENCIA**

LOTS 1-30, BLOCK A; LOTS 1-11, BLOCK B;
LOTS 1-10, BLOCK C; LOTS 1-10, BLOCK D;
LOTS 1-10, BLOCK E; LOTS 1-17, BLOCK F

BEING 25.752 ACRES
OUT OF
THE BUFFALO BAYOU, BRAZOS
AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT NO. 153
CITY OF CORINTH, DENTON COUNTY, TEXAS
ZONING: ORD. NO. 13-10-17-28
VALENCIA PLANNED DEVELOPMENT DISTRICT

Kimley»Horn

5750 Genesis Court, Suite 200 Frisco, Texas 75034 FIRM #10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KHA	KHA	01/18/2016	069306705	2 OF 2

OWNER:
First Texas Homes, Inc.
16950 Dallas Parkway, Suite 102
Dallas, Texas 75248
Phone: 214-244-8809
Contact: Tony Shaw

ENGINEER/SURVEYOR:
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone: 972-335-3580
Fax: 972-335-3779
Contact : Thomas Fleicher, P.E.

Subsection 3.06. Subdivision Relief Procedures

3.06.01. Petition for Subdivision Waiver

A. Purpose

The purpose of a petition for a [Subdivision Waiver](#) to a particular standard or requirement with these UDC Subdivision Regulations, as such are applicable to Plats or Construction Plans, is to determine whether or not such particular standard or requirement should be applied to an Application.

B. Definitions

Subdivision Waivers shall be classified as [Minor Subdivision Waiver](#) or [Major Subdivision Waiver](#), as defined in [Section 5 Definitions](#).

C. Decision-Maker

1. Minor Subdivision Waiver

a. Decision-Maker Authority

i. The Director of Planning or the Director of Public Works shall act upon a Minor Subdivision Waiver listed in [Table 28](#).

b. Appeal of a Minor Subdivision Waiver Decision

i. Appeal Review and Recommendation

An appeal of the Minor Subdivision Waiver decision may be considered by the Commission.

ii. Appeal Decision

If further appeal is made, the City Council shall then act on such an appeal. (See [3.06.01. J Minor Subdivision Waiver Appeal](#))

Table 28: Minor Subdivision Waiver			
Section	Standard	Director of Planning	Director of Public Works
3.05.05. J	Maximum Alley Length	Approve	
3.05.09. D	Right Angles for Side Lot Lines	Approve	
3.05.04. D	Traffic Impact Analysis	Approve	
3.05.17. B.2	Water Lines Extended to Subdivision Borders		Approve
3.05.18. B.2	Wastewater Lines Extended to Subdivision Borders		Approve

2. Major Subdivision Waiver

a. Decision Maker Authority

After review and recommendation from the Commission, the City Council shall decide a Major Subdivision Waiver.



D. Subdivision Waiver Applicability

1. Waiver of Standard or Requirement
 - a. An Applicant may request a Subdivision Waiver of a particular standard or requirement applicable to a [Preliminary Plat](#), to [Construction Plans](#), or where no [Preliminary Plat Application](#) has been submitted for approval, to a [Final Plat](#) or a [Replat](#).
 - b. A Subdivision Waiver petition shall be specific in nature, and shall only involve relief consideration for one particular standard or requirement.
 - c. An Applicant may, if desired, submit more than one Subdivision Waiver petition if there are several standards or requirements at issue.
 - d. For processing a Subdivision Waiver in relationship with a Plat Application, an Applicant shall submit a Waiver of Right to 30-Day Action in accordance with [3.02.01. D Waiver of Right to 30-Day Action](#).
2. Waiver Petition Acceptance
 - a. A petition for a [Subdivision Waiver](#) shall not be accepted in lieu of:
 - i. A [Subdivision Proportionality Appeal \(3.06.02.\)](#) or
 - ii. A [Subdivision Vested Rights Petition \(3.06.03.\)](#).
 - b. If there is a question as to whether a Subdivision Proportionality Appeal or Subdivision Vested Rights Petition is required instead of a Subdivision Waiver petition, such determination shall be made by the Director of Planning.

E. Subdivision Waiver Submission Procedures

1. Written Waiver Request with Application
 - a. A request for a Subdivision Waiver shall be submitted in writing by the Applicant with the filing of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.
 - b. No Subdivision Waiver may be considered or granted unless the Applicant has made such written request.
2. Grounds for Waiver
 - a. The Applicant's request shall state the grounds for the Subdivision Waiver request and all of the facts relied upon by the Applicant.
 - b. Failure to do so, will result in denial of the Application unless the Applicant submits a Waiver of Right to 30-Day Action in accordance with [3.02.01. D Waiver of Right to 30-Day Action](#).

F. Subdivision Waiver Criteria

1. Undue Hardship Present

A [Subdivision Waiver](#) to regulations within this UDC may be approved only when, in the [Decision-Maker's](#) opinion, undue hardship will result from strict compliance to the regulations.

2. Consideration Factors

The Decision-Maker shall take into account the following factors:

- a. The nature of the proposed land use involved and existing uses of the land in the vicinity;
- b. The number of persons who will reside or work in the proposed development; and

- c. The effect such Subdivision Waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.

3. Findings

No Subdivision Waiver shall be granted unless the Decision-Maker finds:

- a. That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this UDC would deprive the Applicant of the reasonable use of his or her land; and
- b. That the Subdivision Waiver is necessary for the preservation and enjoyment of a substantial property right of the Applicant, and that the granting of the Subdivision Waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and
- c. That the granting of the Subdivision Waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this UDC.

4. Intent of UDC Subdivision Regulations

- a. A Subdivision Waiver may be granted only when in harmony with the general purpose and intent of the UDC Subdivision Regulations so that the public health, safety and welfare may be secured and substantial justice done.
- b. Financial hardship to the Applicant shall not be deemed to constitute undue hardship.

5. Minimum Degree of Variation

No Subdivision Waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the Applicant.

6. Violations and Conflicts

The Decision-Maker shall not authorize a Subdivision Waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the City.

7. Falsification of Information

- a. Any falsification of information by the Applicant shall be cause for the Subdivision Waiver request to be denied.
- b. If the Subdivision Waiver request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the Subdivision Waiver, and shall be grounds for reconsideration of the Subdivision Waiver request.

G. Burden of Proof

The **Applicant** bears the burden of proof to demonstrate that the requirement for which a Subdivision Waiver is requested, if uniformly applied, imposes an undue hardship or disproportionate burden on the Applicant. The Applicant shall submit the burden of proof with the original submittal.



H. Subdivision Waiver Decision

1. The Decision-Maker shall consider the Subdivision Waiver petition and, based upon the criteria set forth in [3.06.01. F Subdivision Waiver Criteria](#), shall take one of the following actions:
 - a. Deny the petition, and impose the standard or requirement as it is stated in these UDC Subdivision Regulations; or
 - b. Grant the petition, and waive in whole or in part the standard or requirement as it is stated in this UDC.
2. Decision Process for a Minor Subdivision Waiver

The Decision-Maker shall deny or grant a request for a Minor Subdivision Waiver concurrently with the decision of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.

3. Decision Process for a Major Subdivision Waiver
 - a. Recommendation of the Planning and Zoning Commission
 - i. The Commission shall consider the Major Subdivision Waiver request at a public meeting no later than thirty (30) calendar days after the date on which the notice of Major Subdivision Waiver is submitted to the Director of Planning.
 - ii. The Commission shall recommend to the City Council to approve or deny a request for a Major Subdivision Waiver by majority vote.
 - b. Decision by City Council
 - i. After the recommendation from the Commission has been made, the City Council shall consider the Major Subdivision Waiver request at a public meeting no later than thirty (30) calendar days after the date on which the Commission's recommendation was made.
 - ii. The City Council approve or deny a request for a Major Subdivision Waiver by a vote of all members.
 - iii. The decision of the City Council is final.

I. Notification of Decision on Petition – 14 Days

The Applicant shall be notified of the decision on the Subdivision Waiver by the applicable Decision-Maker (e.g., the [Director of Planning](#), [Director of Public Works](#), [Commission](#) or [City Council](#), as applicable), within fourteen (14) calendar days following the decision.

J. Minor Subdivision Waiver Appeal

1. Initiation of an Appeal
 - a. The [Applicant](#) may appeal a Minor Subdivision Waiver decision of any Director, as allowed within the Subdivision Regulations.
 - b. The written request to appeal shall be submitted to the Director of Planning within thirty (30) calendar days following the denial decision.
2. Recommendation of the Planning and Zoning Commission
 - a. The Commission shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the Director of Planning.
 - b. At this meeting, new information may be presented and considered, if available, that might alter the previous decision to deny the Minor Subdivision Waiver.

- c. The Commission shall recommend to the City Council to affirm, modify or reverse the previous decision by simple majority vote.
3. Appeal to City Council
 - a. The **Applicant**, the **Director of Planning** or four (4) members of **City Council** may appeal the Commission's decision by submitting a written notice of appeal to the Director of Planning within thirty (30) calendar days following the Commission's decision.
 - b. After the recommendation from the Commission has been made, the City Council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the Commission's recommendation was made.
 - c. The City Council may affirm, modify or reverse the decision by simple majority vote.
 - d. The decision of the City Council is final.

K. Effect of Approval

1. Submission and Processing

Following the granting of a Subdivision Waiver, the Applicant may submit or continue the processing of a Plat or Construction Plans, as applicable.

2. Expirations

The Subdivision Waiver granted shall remain in effect for the period the Plat or Construction Plans are in effect, and shall expire upon expiration of either or both of those Applications.

3. Extensions

Extension of those Applications shall also result in extension of the Subdivision Waiver.

City Council Regular and Workshop Session

Meeting Date: 03/03/2016

Title: Resolution to execute a contract of sale

Submitted By: Kim Pence, City Secretary

Finance Review: Yes

Legal Review: Yes

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on a Resolution authorizing the Mayor or his designated representative to execute a contract of sale by and between the City of Corinth, Texas and Denton Electric Cooperative, Inc. to acquire fee simple title to Lot 1R-1, Block One, Pinnell Addition to the City of Corinth. Denton County, Texas (The Contract) for the purchase price of \$3,100,000 and authorizing the expenditure of funds as prescribed in the contract.

AGENDA ITEM SUMMARY/BACKGROUND

On February 4, 2016 the City Council approved a resolution directing the publication of a notice of intent to issue combination tax and revenue certificates of obligation. The notice was for the issuance of bonds to acquire, improve, and equip a public safety facility for the police and fire departments and to construct and equip a new fire station. The property for consideration will be purchased with the bond proceeds of the 2016 Certificates of Obligation for the purpose identified above.

RECOMMENDATION

Staff recommends approval of the resolution authorizing the Mayor or his designated representative to execute a contract of sale by and between the City of Corinth, Texas and Denton Electric Cooperative.

Attachments

Resolution
Corinth DCEC
Addendum Coserv
Corinth Deed

RESOLUTION NO. 16-03-03-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNATED REPRESENTATIVE TO EXECUTE A CONTRACT OF SALE BY AND BETWEEN THE CITY OF CORINTH, TEXAS AND DENTON COUNTY ELECTRIC COOPERATIVE, INC. TO ACQUIRE FEE SIMPLE TITLE TO LOT 1R-1, BLOCK ONE, PINNELL ADDITION TO THE CITY OF CORINTH, DENTON COUNTY, TEXAS FOR THE PURCHASE PRICE OF \$3,100,000 AND AUTHORIZING THE EXPENDITURE OF FUNDS AS PRESCRIBED IN THE CONTRACT.

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

WHEREAS, after due consideration of the public interest and necessity and the public use and benefit to accrue to the City of Corinth, Texas, the City has determined to purchase a tract of land within the City; **NOW THEREFORE**,

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

SECTION 1. The Mayor or the Mayor's designated representative is hereby authorized (a) to execute for and on behalf of the City (i) the Contract by and between the City and Denton County Electric Cooperative, Inc., in the form attached hereto and made a part hereof as **Exhibit A**, to acquire fee simple title to Lot 1R-1, Block One, Pinnell Addition to the City of Corinth, Texas, with a purchase price of \$3,100,000.00, as prescribed in the Contract; and (ii) any other documents necessary for closing the transaction contemplated by the Agreement; and (b) to make expenditures in accordance with the terms of the Agreement.

SECTION 2. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ day of _____, 2016.

Bill Heidemann, Mayor

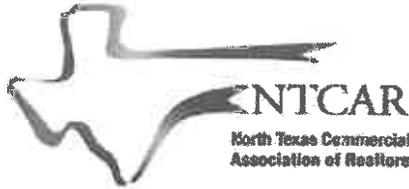
ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO LEGAL FORM:

Debra A. Drayovitch, City Attorney

EXHIBIT A
CONTRACT OF SALE



**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT OF SALE**

[Check all boxes applicable to this Contract - Boxes not checked do not apply to this Contract]

In consideration of the agreements contained in this Commercial Contract of Sale (the "Contract"), Seller shall sell and convey to Purchaser, and Purchaser shall buy and pay for, the Property (defined below) pursuant to the provisions, and subject to the conditions, of this Contract.

1. PARTIES. The parties to this Contract are:

Seller: Denton County Electric Cooperative, Inc.
Address: 7701 South Stemmons, Corinth, Texas 76210
Phone: (940) 321-7856 **Fax:** _____
Email: dclary@coserv.com
Tax ID No.: _____

Purchaser: City of Corinth, Texas
Address: 3300 Corinth Parkway
Corinth, Texas 76208
Phone: (940) 498-3280 **Fax:** (940) 498-7505
Email: leeann.bunselmeyer@cityofcorinth.com
Tax ID No.: _____

2. PROPERTY. The address of the Property is:

3501 FM 2181
Corinth, Texas 76210
The Property is located in Denton County, Texas, the land portion of which is further described as:
Lot 1R-1, Block One Pinnell Subdivision City of Corinth, Denton County, Texas containing approx 4.077 acres and a +/- 32,500 SF building.

or as described in Exhibit "A", LEGAL DESCRIPTION and/or shown on Exhibit "B", SITE PLAN. The Property includes all improvements, fixtures, and personal property situated thereon, and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, and rights-of-way (such land, improvements, fixtures, personal property, rights, and appurtenances being collectively referred to in this Contract as the "Property").

3. PURCHASE PRICE.

A. Amount and Payable. The purchase price for the Property is \$ 3,100,000.00 (the "Purchase Price"), payable at the Closing as follows (with the Earnest Money to be applied to the Purchase Price) **[Check only one]**:

- (1) All in cash (meaning Good Funds, as defined in Section 4.F. below). ~~If this Contract is subject to approval for Purchaser to obtain financing from a third party, then Addendum B-1, THIRD PARTY FINANCING is attached.~~
- (2) Part in cash (Good Funds), in the following amount or percentage **[Check only one]**:
 - (a) \$ N/A
 - (b) _____ percent (N/A %) of the Purchase Price.

~~If only part of the Purchase Price is to be paid in cash, then the balance of the Purchase Price will be paid according to the provisions in Addendum B-2, SELLER FINANCING. If part of the Purchase Price is to be paid by Purchaser assuming, or taking the Property subject to, an existing promissory note secured by the Property, then Addendum B-3, EXISTING LOAN, is attached.~~

B. Adjustment. ~~If this box is checked then this Section 3.B. applies and the Purchase Price will be adjusted up or down based upon the land area of the Property as determined by the Survey. If the box in the preceding sentence is not checked, then none of this Section 3.B. applies to this Contract. The land area will be multiplied by the following amount per acre or square foot, as applicable, and the product will become the Purchase Price at the Closing **[Check only one]**: \$ N/A per acre; or \$ N/A per square foot. The land area for purposes of determining the Purchase Price will be the gross land area of the Property unless this box is checked, in which case the land area for purposes of determining the Purchase Price will be the Net Land Area [as defined in Section 5.A. (Survey)] of the Property. Notwithstanding the foregoing, the Purchase Price will not be reduced under this Section 3.B. to less than \$ N/A~~

4. EARNEST MONEY AND TITLE COMPANY ESCROW.

A. Title Company. The Title Company to serve as escrow agent for this Contract is (the "Title Company"):

Republic Title of Texas, Inc. Attn: Anne Gross
2626 Howell St., 10th Floor Dallas, Texas (214) 855-8820

B. Effective Date. The "Effective Date" is the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company.

C. Earnest Money. Within two Business Days after the Effective Date, Purchaser shall deliver an earnest money deposit in the amount of \$ 15,000.00 (the "Earnest Money") payable to the Title Company in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Seller's acceptance of this Contract is expressly conditioned upon Purchaser's timely deposit of the Earnest Money with the Title Company. If Purchaser fails to timely deposit the Earnest Money with the Title Company, then Seller may, at Seller's option, terminate this Contract by delivering a written termination notice to Purchaser at any time until Purchaser deposits the Earnest Money with the Title Company.

Purchaser instructs the Title Company to promptly deposit the Earnest Money upon receipt in one or more insured accounts in a state or federal banking or savings institution. After receipt of necessary tax forms from Purchaser, the Title Company will deposit the Earnest Money in an interest bearing account unless this box is checked, in which case the Title Company will not be required to deposit the Earnest Money in an interest bearing account. Any interest earned on the Earnest Money will become a part of the Earnest Money. At the Closing, the Earnest Money will be applied to the Purchase Price or, at Purchaser's option, will be returned to Purchaser upon full payment of the Purchase Price.

~~D. Independent Consideration.~~ Notwithstanding anything in this Contract to the contrary, ^{15,000.00} a portion of the Earnest Money in the amount of ~~\$100.00~~ will be non-refundable and will be distributed to Seller upon any termination of this Contract as independent consideration for Seller's performance under this Contract. ~~If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Earnest Money will be promptly returned to Purchaser. Any provision of this Contract that states that the Earnest Money is to be returned to Purchaser means that the Earnest Money, less the non-refundable portion, is to be returned to Purchaser.~~

E. Escrow. The Earnest Money is deposited with the Title Company with the understanding that the Title Company is not: (1) responsible for the performance or non-performance of any party to this Contract; or (2) liable for interest on the funds except to the extent interest has been earned after the funds have been deposited in an interest bearing account.

F. Definition of Good Funds. "Good Funds" means currently available funds, in United States dollars, paid in the form of a certified check, cashier's check, official bank check or wire transfer acceptable to the Title Company, such that the payment may not be stopped by the paying party. Any reference in this Contract to "cash" means Good Funds.

5. SURVEY AND TITLE.

A. Survey. Within 20 days after the Effective Date *[Check only one]*:

- ~~Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Seller's expense.~~
- ~~Purchaser shall obtain a new survey (the "Survey") of the Property prepared at Purchaser's expense.~~
- ~~Purchaser shall obtain a new survey (the "Survey") of the Property prepared at Purchaser's expense, and Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the Survey in an amount not to exceed \$ N/A.~~
- Seller shall deliver to Purchaser a copy of the most recent existing survey (the "Survey") of the Property in Seller's possession. Seller shall also deliver an Affidavit to the Title Company, in form and substance reasonably satisfactory to the Title Company, stating that none of the improvements on the Property and other matters shown by the existing Survey have changed since the existing Survey was prepared. If Purchaser, Purchaser's lender or the Title Company requires a new survey for any reason, then Purchaser shall obtain and pay for the cost of the new

Survey, and **[check only one]**: Seller will not be required to pay for any portion of the cost of the new Survey; or Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the new Survey in an amount not to exceed \$ N/A

Any new Survey must:

- (1) be prepared by a Registered Professional Land Surveyor;
- (2) be in a form reasonably acceptable to Purchaser and the Title Company;
- (3) set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots;
- (4) show that the Survey was made on the ground with corners marked with monuments either found or placed;
- (5) show any discrepancies or conflicts in boundaries, and any visible encroachments;
- (6) contain the surveyor's certificate that the Survey is true and correct; and
- (7) show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent:
 - (a) buildings,
 - (b) building set back lines (as shown on any recorded plat, but not as may be described in any restrictive covenants or zoning ordinances),
 - (c) streets and roads,
 - (d) 100-year flood plain (approximate location),
 - (e) improvements,
 - (f) encroachments,
 - (g) easements,
 - (h) recording information of recorded easements,
 - (i) pavements,
 - (j) protrusions,
 - (k) fences,
 - (l) rights-of-way, and
 - (m) any markers or other visible evidence of utilities.

Any area of the Property within the 100-year flood plain will be shown on the Survey as the approximate location of the 100-year flood plain as shown on any map prepared by the Federal Emergency Management Agency or other applicable governmental authority. The surveyor is authorized to determine the area of the Property within any 100-year flood plain as shown on any map prepared by any governmental authority, and in the absence of such a map, as otherwise reasonably determined by the surveyor. If the area within any 100-year flood plain is to be deducted for the purpose of determining Net Land Area (defined below) then the Survey must show the area of the Property covered by the 100-year flood plain, and that area, as reasonably determined by the surveyor, will be conclusive for purposes of this Contract, even though the surveyor may qualify that determination as approximate.

After the delivery of the Survey, the legal description of the Property set forth in the Survey will be incorporated in this Contract as the legal description of the Property, and will be used in the deed and any other documents requiring a legal description of the Property.

The Survey must show the gross land area of the Property, ~~and if the Purchase Price is based upon the Net Land Area then the Survey must also show the Net Land Area, expressed in both acres and square feet. The term "Net Land Area" means the gross land area of the Property less the area within any of the following (if recorded or visible and apparent, but excluding those within set back areas) [Check all that apply]:~~

- utility easements;
- drainage easements;
- access easements;
- rights-of-way;
- 100-year flood plain; and
- any encroachments on the Property.

B. Title Commitment. Within 20 days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser:

- (1) A title commitment (the "**Title Commitment**") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "**Title Policy**") on the standard form prescribed by the Texas Department of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions (defined below); and
- (2) the following (collectively, the "**Title Documents**"):
 - (a) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment;
 - (b) a current tax certificate;
 - (c) any written notices required by applicable statutes, including those referenced in Section 20; and
 - (d) if the Property includes any personal property, UCC search reports pertaining to the Seller.

6. REVIEW OF SURVEY AND TITLE.

A. Title Review Period. Purchaser will have 20 days (the "**Title Review Period**") after receipt of the last of the Survey, Title Commitment and Title Documents to review them and to deliver a written notice to Seller stating any objections Purchaser may have to them or any item disclosed by them. Purchaser's failure to object within the time provided will be a waiver of the right to object. Any item to which Purchaser does not object will be deemed a "**Permitted Exception.**" The items set forth on Schedule C of the Title Commitment, and any other items the Title Company identifies to be released upon the Closing, will be deemed objections by Purchaser. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

B. Cure Period. If Purchaser delivers any written objections to Seller within the Title Review Period, then Seller shall make a good faith attempt to cure the objections within 10 days (the "**Cure Period**") after receipt of the objections. However, Seller is not required to incur any cost to do so. If Seller cannot cure the objections within the Cure Period, Seller may deliver a written notice to Purchaser, before expiration of the Cure Period, stating whether Seller is committed to cure the objections at or before the Closing. If Seller does not cure the objections within the Cure Period, or does not timely deliver the notice, or does not commit in the notice to fully cure all of the objections at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) the date that is seven days after the expiration of the Cure Period; or (2) the scheduled Closing Date.

C. New Items. If any new items are disclosed by any updated Survey, updated Title Commitment, or any new Title Documents, that were not disclosed to Purchaser when the Survey, Title Commitment, and Title Documents were first delivered to Purchaser, then Purchaser will have 15 days to review the new items and to deliver a written notice to Seller stating any objections Purchaser may have to the new items. If

Purchaser timely delivers any written objections as to the new items to Seller, then Seller shall make a good faith attempt to cure the objections to the new items within 10 days (the "Additional Cure Period") after receipt of the objections as to the new items. However, Seller is not required to incur any cost to do so. If Seller does not cure the objections as to the new items within the Additional Cure Period, or does not deliver a written notice to Purchaser before the expiration of the Additional Cure Period stating whether Seller is committed to cure the objections as to the new items at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) that date that is seven days after the expiration of the Additional Cure Period; or (2) the scheduled Closing Date.

D. Return of Earnest Money or Waiver. If Purchaser properly and timely terminates this Contract, the Earnest Money will be returned to Purchaser. If Purchaser does not properly and timely terminate this Contract, then Purchaser will be deemed to have waived any uncured objections and must accept title at the Closing subject to the uncured objections and other Permitted Exceptions. Seller's failure to cure Purchaser's objections under this Section 6 does not constitute a default by Seller.

7. SELLER'S REPRESENTATIONS.

A. Statements. Seller represents to Purchaser, to the best of Seller's knowledge, as follows:

(1) **Title.** At the Closing, Seller will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, easements, security interests and other encumbrances except the Permitted Exceptions. Delivery of the Title Policy pursuant to Section 15 (the Closing) will be deemed to satisfy the obligation of Seller as to the sufficiency of title required under this Contract. However, delivery of the Title Policy will not release Seller from the warranties of title set forth in the warranty deed.

(2) **Leases.** There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers except tenants under written leases delivered to Purchaser pursuant to this Contract.

(3) **Liens and Debts.** There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property before the Closing that will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, including, but not limited to, taxes, leasing commissions, salaries, contracts, and similar agreements, have been paid or will be paid before the Closing. Except for obligations for which provisions are made in this Contract for prorating at the Closing and any indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the Property outstanding as of the Closing.

(4) **Litigation.** There is no pending or threatened litigation, condemnation, or assessment affecting Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting the Property that is instituted after the Effective Date.

(5) **Material Defects.** Seller has disclosed to Purchaser any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any occupant of the Property. Except as disclosed in writing by Seller to Purchaser, the Property has no known latent structural defects or construction defects of a material nature, and none of the improvements have been constructed with materials known to be a potential health hazard to occupants of the Property.

(6) Hazardous Materials. Except as otherwise disclosed in writing by Seller to Purchaser, the Property (including any improvements) does not contain any Hazardous Materials (defined below) other than lawful quantities properly stored in containers in compliance with applicable laws.

B. Remedies. If Purchaser discovers, before the Closing, that any of Seller's representations has been misrepresented in a material respect, Purchaser may notify Seller of the misrepresentation in writing, and Seller shall attempt to correct the misrepresentation. If the misrepresentation is not corrected by Seller before the Closing, Purchaser may: (1) proceed to Closing, without waiving any claim for misrepresentation; or (2) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser.

8. OPERATION OF THE PROPERTY. After the Effective Date until the Closing Date, Seller shall: (1) operate the Property in the same manner as the Property has been operated by Seller; and (2) maintain the Property in the same condition as existed on the Effective Date, except for ordinary wear and any casualty loss. After the Effective Date, Seller shall not, without Purchaser's prior written approval: (1) further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms of any existing encumbrance, if the encumbrance would still be in effect after Closing; or (2) enter into any lease or contract affecting the Property, if the lease or contract would still be in effect after Closing. However, Seller may enter into a lease or contract with an independent third party, in the ordinary course of business, without Purchaser's consent, if Purchaser will be entitled to terminate the lease or contract after Closing, without incurring any termination charge, by delivering a termination notice 30 days in advance of the termination date. If Seller enters into any lease or contract affecting the Property after the Effective Date, then Seller shall immediately deliver a photocopy of the signed document to Purchaser.

9. NONCONFORMANCE. Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations of uses of the Property. Purchaser acknowledges that the current use of the Property or the improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, Americans with Disabilities Act requirements, wetlands restrictions and other matters may have a significant economic impact upon the intended use of the Property by Purchaser. However, if Seller is aware of any pending zoning changes or current nonconformance with any Federal, State or local laws, ordinances, codes or regulations, Seller shall disclose them to Purchaser.

10. INSPECTION. [Check only A or B]

A. Inspection Not Necessary. ~~Purchaser acknowledges that Purchaser has inspected the Property, including all buildings and improvements, and is thoroughly familiar with their condition. Purchaser accepts the Property in its present "AS IS" condition, with any changes caused by normal wear and tear before the Closing, but without waiving Purchaser's rights by virtue of Seller's representations and agreements expressed in this Contract.~~

B. Inspection Desired. Purchaser desires to inspect the Property and Seller grants to Purchaser the right to inspect the Property as described below.

(1) Inspection Period. Purchaser will have a period of 60 days after the Effective Date (the "inspection Period") to inspect the Property and conduct studies regarding the Property. Purchaser's studies may include, without limitation: (a) permitted use and zoning of the Property; (b) core borings; (c) environmental and architectural tests and investigations; (d) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (e) examination of agreements, manuals, plans, specifications and other documents relating to the construction and condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller and any tenants on the Property, for purposes of inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property. Purchaser shall defend and indemnify Seller against any claims that arise due to any actions by Purchaser or Purchaser's agents, employees, consultants and contractors. Purchaser's obligation to defend and indemnify Seller will survive the Closing or termination of this Contract.

~~**(2) Extension of Inspection Period.** Purchaser may extend the Inspection Period for up to N/A days by delivering an additional earnest money deposit in the amount of \$ N/A to the Title Company. The additional deposit will become part of the Earnest Money.~~

(3) Termination. If Purchaser determines, in Purchaser's sole discretion, no matter how arbitrary, that Purchaser chooses not to purchase the Property for any reason, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the last day of the Inspection Period, ~~in which case the Earnest Money will be returned to Purchaser.~~ Purchaser's reason for choosing to terminate this Contract does not need to be related to the condition of the Property, and Purchaser is not required to justify Purchaser's decision to terminate this Contract.

(4) Acceptance. If Purchaser does not properly and timely terminate this Contract before the expiration of the Inspection Period (or if Purchaser accepts the Property in writing) then Purchaser will be deemed to have waived all objections to the Property, except for any title objections that may be outstanding pursuant to Section 6 (Review of Survey and Title) of this Contract. In that event, except as may be expressly stated otherwise in this Contract, Purchaser accepts the Property in its current "AS IS" condition, with any changes caused by normal wear and tear before the Closing, and this Contract will continue in full force and effect. This provision does not, however, limit or invalidate any express representations and agreements Seller has made in this Contract.

(5) Restoration. If the transaction described in this Contract does not close through no fault of Seller, and the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense. Purchaser's obligation to restore the Property will survive the termination of this Contract.

C. Reports. [Check all that apply]

- (a) Within N/A days after the Effective Date, Seller shall deliver to Purchaser a written "Phase I" report of an environmental assessment of the Property. The report will be prepared, at Seller's expense, by an environmental consultant reasonably acceptable to Purchaser. The environmental assessment must include an investigation into the existence of Hazardous Materials (as defined in Section 10.A. of this Contract) in, on or around the Property. The environmental assessment must also include a land use history search, engineering inspections, research and studies that may be necessary to discover the existence of Hazardous Materials.
- (b) Within 10 days after the Effective Date, Seller shall deliver to Purchaser copies of all reports in Seller's possession or control of engineering investigations, tests and environmental studies that have been made with respect to the Property within the three year period before the Effective Date.
- (c) If Purchaser terminates this Contract, Purchaser shall return to Seller, at Purchaser's expense and contemporaneously with the termination, the original, hard copies of any documents Seller delivered to Purchaser. Also, Purchaser shall return, destroy, or delete any other copies of such documents, electronic or otherwise, in Purchaser's possession. This provision will survive the termination of this Contract.
- (d) If Purchaser terminates this Contract, Purchaser shall deliver to Seller, at Purchaser's expense and contemporaneously with the termination, copies of all written reports, inspections, plats, drawings and studies that relate to the condition of the Property made by Purchaser's agents, consultants and contractors. This provision will survive the termination of this Contract.

11. DELIVERY AND REVIEW OF DOCUMENTS.

A. Delivery. Seller agrees to deliver to Purchaser, within 10 days after the Effective Date, complete and legible copies of the following pertaining to the Property, to the extent in Seller's possession or readily available to Seller:

- (1) ~~All current leases, including all modifications, amendments, supplements and extensions thereof (including written descriptions of any oral agreements);~~
- (2) ~~A current rent roll certified by Seller to be true, complete and accurate as of the date of delivery, including names of tenants, annual or monthly rents, expenses paid by tenants and by Seller, commencement dates, terms of leases, and renewal options;~~
- (3) A current inventory of all tangible personal property and fixtures owned by Seller and located on, attached to, or used in connection with the Property, to be sold with the Property, certified by Seller to be true and correct as of the date of delivery;
- (4) ~~Any Notes, Deeds of Trust and other loan documents pertaining to loans assumed or taken subject to;~~

(5) All service, maintenance, management, or other contracts relating to the ownership and operation of the Property;

(6) All warranties and guaranties;

(7) All fire, hazard, liability, and other insurance policies;

(8) The real estate and personal property tax statements for the previous two calendar years;

(9) All leasing and commission agreements;

(10) The "as built" or other plans and specifications;

~~(11) A statement of utility charges, repair costs and other expenses incurred by Seller for the operation and maintenance of the Property for each month for the two years preceding the Effective Date;~~

(12) A true and correct statement of income and expenses from N/A
to N/A;

(13) Any certificate of mold remediation that has been issued for the Property under Section 1958.154 of the Occupations Code within the preceding five years; and

(14) Other N/A

B. Review of Documents. Purchaser will have a period of time (the "Document Review Period") to review the information identified above, ending the later to occur of:

- (1) N/A days after the Effective Date; or
- (2) the end of the Inspection Period (if any).

If Purchaser objects to any information disclosed to or discovered by Purchaser, in Purchaser's sole discretion, no matter how arbitrary, Purchaser may: (i) terminate this Contract by delivery of a written notice to Seller before the expiration of the Document Review Period, in which case the Earnest Money will be returned to Purchaser and Purchaser shall return all documents Seller delivered to Purchaser; or (ii) waive the objections and close the transaction. If Purchaser does not deliver a written termination notice to Seller before expiration of the Document Review Period, then any objections as to the information provided by Seller pursuant to this Section will be deemed to be waived by Purchaser.

12. ESTOPPEL CERTIFICATES. Seller agrees to deliver to Purchaser, at least N/A days before the Closing Date, estoppel certificates executed by each of the tenants under the leases of the Property stating:

- ~~(1) whether the tenant is an assignee or subtenant;~~
- ~~(2) the expiration date of the lease;~~
- ~~(3) the number of renewal options under the lease, if any, and the total period of time covered by the renewal options;~~
- ~~(4) that none of the terms or provisions of the lease have been changed since the original execution of the lease, except as shown on any attached amendments or modifications;~~
- ~~(5) that no default exists under the terms of the lease by either landlord or tenant;~~

- ~~(6) that the tenant has no claim against the landlord under the lease and has no defense or right of offset against collection of rent or other charges accruing under the lease;~~
- ~~(7) the amount and payment date of the last payment of rent, the period of time covered by that payment, and the amount of any rental payments made in advance;~~
- ~~(8) the amount of any security deposits and other deposits, if any; and~~
- ~~(9) the identity and address of any guarantor of the lease.~~

~~If any estoppel certificate is not timely delivered, or is unacceptable to Purchaser, then Purchaser may immediately notify Seller in writing of Purchaser's objections. Seller shall promptly attempt to cure the unacceptable matters without any obligation to incur any cost in connection with the attempt. If Seller is unable to cure the unacceptable matters before the Closing Date, Purchaser may: (i) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser; or (ii) close the transaction, in which case Purchaser will be deemed to have waived any objections to the unacceptable matters.~~

13. CASUALTY LOSS AND CONDEMNATION.

A. Damage or Destruction. All risk of loss to the Property will remain upon Seller before the Closing. If the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), then Purchaser may terminate this Contract by delivering a written termination notice to Seller within 10 days after the date the casualty occurred (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If the Property is damaged by fire or other casualty to less than a Material Extent, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to the Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall either: (1) fully repair the damage before the Closing, at Seller's expense; or (2) give a credit to Purchaser at the Closing for the entire cost of repairing the Property. The term "**Material Extent**" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the repairs cannot be completed before the Closing Date, or the cost of repairing the Property cannot be determined before the Closing Date, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than 30 days after the previously scheduled Closing Date.

B. Condemnation. If condemnation proceedings are commenced before the Closing against any portion of the Property, then Seller shall immediately notify Purchaser in writing of the condemnation proceedings, and Purchaser may terminate this Contract by delivering a written notice to Seller within 10 days after Purchaser receives the notice (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If this Contract is not terminated, then any condemnation award will (a) if known on the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not known on the Closing Date, belong to Purchaser and the Purchase Price will not be reduced.

14. ASSIGNMENT. *[Check only one]*

- A. Assignment Permitted.** ~~Purchaser may assign this Contract provided the assignee assumes in writing all obligations and liabilities of Purchaser under this Contract, in which event Purchaser will be relieved of any further liability under this Contract.~~

B. ~~Limited Assignment Permitted.~~ Purchaser may assign this Contract only to a related party, defined as: (1) an entity in which Purchaser is an owner, partner or corporate officer; (2) an entity which is owned or controlled by the same person or persons that own or control Purchaser; or (3) a member or members of the immediate family of Purchaser, or a trust in which the beneficiary or beneficiaries is or are a member or members of the immediate family of Purchaser. Purchaser will remain liable under this Contract after any assignment.

C. **Assignment Prohibited.** Purchaser may not assign this Contract without Seller's prior written consent.

15. CLOSING.

A. **Closing Date.** The closing of the transaction described in this Contract (the "Closing") will be held at the offices of the Title Company at its address stated below, on the date (the "Closing Date") that is **[complete only one]:**

 N/A days after the expiration of the Inspection Period;
 N/A days after the Effective Date; or
on or before May 31, 2016

However, if any objections that were timely made by Purchaser in writing pursuant to Section 6 (Review of Survey and Title) have not been cured, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty 30 days after the previously scheduled Closing Date.

B. **Seller's Closing Obligations.** At the Closing, Seller shall deliver to Purchaser, at Seller's expense:

(1) A duly executed **[check only one]** General Warranty Deed Special Warranty Deed (with vendor's lien retained if financing is given by Seller or obtained from a third party) conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the Survey, subject only to the Permitted Exceptions;

(2) An updated Title Commitment committing the underwriter for the Title Company to issue promptly after the Closing, at Seller's expense, the Title Policy pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of the Closing, and ~~(at an additional premium cost)~~ **[check only one if applicable]** with the survey exception modified at Seller's expense to read "any shortages in area," or with the survey exception modified at Purchaser's expense to read "any shortages in area;"

(3) A Bill of Sale conveying the personal property described in this Contract, free and clear of liens, security interests, and encumbrances, subject only to the Permitted Exceptions (to the extent applicable);

(4) Possession of the Property, ~~subject to valid existing leases disclosed by Seller to Purchaser~~ and other applicable Permitted Exceptions;

(5) ~~An executed assignment of all leases, if there are any leases affecting the Property;~~

~~(6) A current rent roll certified by Seller to be complete and accurate, if there are any leases affecting the Property;~~

(7) Evidence of Seller's authority and capacity to close this transaction; and

(8) All other documents reasonably required by the Title Company to close this transaction.

C. Purchaser's Closing Obligations. At the Closing, Purchaser shall deliver to Seller, at Purchaser's expense:

(1) The cash portion of the Purchase Price (with the Earnest Money being applied to the Purchase Price);

~~(2) The Note and the Deed of Trust, if Addendum B-2, SELLER FINANCING, is attached;~~

~~(3) An Assumption Agreement in recordable form agreeing to pay all commissions payable under any lease affecting the Property;~~

(4) Evidence of Purchaser's authority and capacity to close this transaction; and

(5) All other documents reasonably required by the Title Company to close this transaction.

D. Closing Costs. Each party shall pay its share of the closing costs which are customarily paid by a seller or purchaser in a transaction of this character in the county where the Property is located, or as otherwise agreed.

E. Prorations. ~~Rents, lease commissions, interest on any assumed loan,~~ insurance premiums on any transferred insurance policies, maintenance expenses, operating expenses, standby fees, and ad valorem taxes for the year of the Closing will be prorated at the Closing effective as of the date of the Closing (with the Purchaser being considered the owner of the Property for the entire day of the Closing). Seller shall give a credit to Purchaser at the Closing in the aggregate amount of any security deposits deposited by tenants under leases affecting the Property. If the Closing occurs before the tax rate is fixed for the year of the Closing, the apportionment of the taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the Closing actually paid by Purchaser will be adjusted equitably between the parties upon receipt of a written statement of the actual amount of the taxes. This provision will survive the Closing.

F. Rollback Taxes. If any Rollback Taxes are due before the Closing due to a change in use of the Property by Seller or a denial of any special use valuation of the Property before the Closing, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the Closing. If this sale or a change in use of the Property or denial of any special use valuation of the Property after the Closing would result in the assessment after the Closing of additional taxes and interest applicable to the period of time before the Closing ("**Rollback Taxes**"), then: (1) Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed, without receiving any credit from Seller; ~~unless (2) this box is checked, in which case Seller shall give a credit to Purchaser at the Closing for the amount of the Rollback Taxes (including interest and penalties) that may be assessed after the Closing as reasonably estimated by the Title Company, and Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed after the Closing. If Seller gives a credit to Purchaser for the~~

~~estimated amount of Rollback Taxes, and the actual Rollback Taxes assessed after the Closing are different from the estimate used at the Closing, then there will be no subsequent adjustment between Seller and Purchaser.~~

~~**G. Loan Assumption.** If Purchaser assumes, or takes the Property subject to, an existing loan secured by the Property, then, at the Closing, in addition to the proration of interest on the loan, Purchaser shall pay: (1) to the lender, any assumption or transfer fee charged by the lender; (2) to the lender, reasonable attorney's fees charged by the lenders' attorney; and (3) to Seller, a sum equal to the amount of any reserve accounts held by the lender for the payment of taxes, insurance and any other expenses applicable to the Property for which reserve accounts are held by the lender, and Seller shall transfer the reserve accounts to Purchaser. Purchaser shall execute, at the option and expense of Seller, a Deed of Trust to Secure Assumption with a trustee named by Seller. If consent to the assumption is required by the lender, Seller shall obtain the lender's consent in writing and deliver the consent to Purchaser at the Closing. If Seller does not obtain the lender's written consent (if required) and deliver it to Purchaser at or before the Closing, Purchaser may terminate this Contract by delivering a written termination notice to Seller, and the Earnest Money will be returned to Purchaser.~~

H. Foreign Person Notification. If Seller is a Foreign Person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser a non-foreign affidavit pursuant to §1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. A non-foreign affidavit from Seller must include: (1) a statement that Seller is not a foreign person; (2) the U.S. taxpayer identification number of Seller; and (3) any other information required by §1445 of the Internal Revenue Code.

16. DEFAULT.

A. Purchaser's Remedies. If Seller defaults or fails to close this Contract for any reason except Purchaser's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser may elect to either: (1) enforce specific performance of this Contract (require Seller to sell the Property to Purchaser pursuant to this Contract); or (2) terminate this Contract by delivering a written notice to Seller. If Purchaser elects to terminate this Contract due to Seller's default, then Purchaser will be deemed to have waived the remedy of specific performance and any other remedies available to Purchaser (except for reimbursement for Purchaser's actual expenses as provided in the next paragraph) ~~and the Earnest Money will be returned to Purchaser.~~

If Seller defaults and Purchaser does not elect to enforce specific performance of this Contract, or the remedy of specific performance is not available, then Seller shall reimburse Purchaser for Purchaser's actual expenses paid by Purchaser to independent third parties in connection with this Contract including, but not limited to, reasonable fees and expenses for engineering assessments, environmental assessments, architectural plans, surveys and legal work (but excluding any indirect, punitive or consequential damages, such as a claim for lost profits) in an amount not to exceed \$ actual expenses .

The foregoing will be Purchaser's sole and exclusive remedies for Seller's default ~~unless this box is checked, in which case Purchaser may sue Seller for additional damages (in addition to the reimbursement of expenses as provided in the previous paragraph, to the extent such additional damages can be proven). If Purchaser chooses to sue Seller for reimbursement of expenses or other damages, then~~

~~Purchaser must elect to pursue either specific performance or a claim for damages at the beginning of any legal action initiated by Purchaser.~~

B. Seller's Remedies. If Purchaser fails to close this Contract for any reason except Seller's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser will be in default and Seller may terminate this Contract and receive the Earnest Money as liquidated damages for Purchaser's breach of this Contract, thereby releasing Purchaser from this Contract. If Seller terminates this Contract due to Purchaser's default, then the Earnest Money will be paid to Seller.

The right to receive the Earnest Money will be Seller's sole and exclusive remedy for Purchaser's default unless one of the following remedies is selected, in which case Seller may sue Purchaser: to enforce specific performance (force Purchaser to purchase the Property pursuant to this Contract); or for actual damages in lieu of receiving the Earnest Money as liquidated damages. ~~If one or both of the boxes is checked to allow Seller to sue Purchaser to enforce specific performance or for actual damages, then Seller must elect to either receive the Earnest Money or sue Purchaser for one of the other selected remedies at the beginning of any legal action initiated by Seller.~~

17. AGENCY DISCLOSURE.

~~**A. Agency Relationships.** The term "Brokers" refers to the Principal Broker and the Cooperating Broker, if applicable, as set forth on the signature page. Each Broker has duties only to the party the Broker represents as identified below. If either Broker is acting as an intermediary, then that Broker will have only the duties of an intermediary, and the intermediary disclosure and consent provisions apply as set forth below. *[Each broker check only one]*~~

~~(1) The Principal Broker is: agent for Seller only; or agent for Purchaser only; or an intermediary.~~

~~(2) The Cooperating Broker is: agent for Seller only; or agent for Purchaser only; or an intermediary.~~

B. Other Brokers. Seller and Purchaser each represent to the other that they have had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract or the consummation of the purchase and sale contemplated by this Contract, other than the Brokers named in this Contract, and no real estate broker, agent, attorney, person, firm or entity, other than the Brokers, is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of the representing party. Each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the Brokers, by reason of any dealings or acts of the indemnifying party.

~~**C. Fee Sharing.** Seller and Purchaser agree that the Brokers may share the Fee (defined below) among themselves, their sales associates, and any other licensed brokers involved in the sale of the Property. The parties authorize the Title Company to pay the Fee directly to the Principal Broker and, if applicable, the Cooperating Broker, in accordance with Section 18 (Professional Service Fee) or any other agreement pertaining to the Fee. Payment of the Fee will not alter the fiduciary relationships between the parties and the Brokers.~~

~~**D. Intermediary Relationship.** If either of the Brokers has indicated in Section 17.A (Agency Relationships) or otherwise that the Broker is acting as an intermediary in this transaction, then Purchaser and Seller hereby consent to the intermediary relationship, authorize such Broker or Brokers to act as an~~

~~intermediary in this transaction, and acknowledge that the source of any expected compensation to the Brokers will be Seller, and the Brokers may also be paid a fee by Purchaser. A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:~~

- ~~(1) disclose to the buyer that the seller will accept a price less than the asking price, unless instructed in a separate writing by the seller;~~
- ~~(2) disclose to the seller that the buyer will pay a price greater than the price submitted in a written offer to the seller, unless otherwise instructed in a separate writing by the buyer;~~
- ~~(3) disclose any confidential information or any information that a party specifically instructs the broker or salesperson in writing not to disclose, unless:
 - ~~(a) the broker or salesperson is otherwise instructed in a separate writing by the respective party;~~
 - ~~(b) the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or~~
 - ~~(c) the information materially relates to the condition of the Property;~~~~
- ~~(4) treat a party to a transaction dishonestly; or~~
- ~~(5) violate the Texas Real Estate License Act.~~

~~Broker is authorized to appoint, by providing written notice to the parties, a license holder associated with Broker to communicate with and carry out instructions of one party, and another license holder associated with Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.~~

18. PROFESSIONAL SERVICE FEE.

~~A. Payment of Fee. Seller agrees to pay the Brokers a professional service fee (the "Fee") for procuring the Purchaser and for assisting in the negotiation of this Contract as follows:~~

~~N/A~~

~~The Fee will be earned upon the execution of this Contract and will be paid at the Closing of a sale of the Property by Seller pursuant to this Contract (as may be amended or assigned). The Fee will be paid by Seller to the Brokers in the county in which the Property is located. Seller shall pay any applicable sales taxes on the Fee. The Title Company or other escrow agent is authorized and directed to pay the Fee to the Brokers out of the Closing proceeds. A legal description of the Property, as set forth in this Contract and any Survey delivered pursuant to this Contract, is incorporated by reference in the agreement pertaining to the Fee set forth or referenced in this Section.~~

~~The Fee is earned notwithstanding: (1) any subsequent termination of this Contract (except a termination by Seller or Purchaser pursuant to a right of termination in this Contract); or (2) any default by Seller. If the Closing does not occur due to Purchaser's default, and Seller does not elect to enforce specific performance, the Fee will not exceed one-half of the Earnest Money. If either party defaults~~

~~under this Contract, then the Fee will be paid within 10 days after the scheduled Closing Date, and the Title Company is authorized to pay the fee out of the Earnest Money or any other escrow deposit made pursuant to this Contract. If Seller defaults, then Seller's obligation to pay the Fee will not be affected if Purchaser chooses the remedy of terminating this Contract, and the amount of the Fee will not be limited to the amount of the Earnest Money or any other escrow deposit made pursuant to this Contract.~~

~~**B. Consent Required.** Purchaser, Seller and Title Company agree that the Brokers are third party beneficiaries of this Contract with respect to the Fee, and that no change may be made by Purchaser, Seller or Title Company as to the time of payment, amount of payment or the conditions for payment of the Fee without the written consent of the Brokers.~~

~~**C. Right to Claim a Lien.** Pursuant to Chapter 62 of the Texas Property Code, the Brokers hereby disclose their right to claim a lien based on the commission agreement set forth in this Contract and any other commission agreements applicable to the sale contemplated by this Contract. This disclosure is incorporated in any such commission agreements.~~

19. MISCELLANEOUS PROVISIONS.

A. Definition of Hazardous Materials. "Hazardous Materials" means any pollutants, toxic substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, or any other Federal, State or local environmental law, ordinance, rule, or regulation, whether existing as of the Effective Date or subsequently enacted.

B. Notices. All notices and other communications required or permitted under this Contract must be in writing and will be deemed delivered on the earlier of: (1) actual receipt, if delivered in person or by courier, with evidence of delivery; (2) receipt of an electronic facsimile ("Fax") transmission with confirmation of delivery to the Fax numbers specified in this Contract, if any; or (3) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth in this Contract. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above. Copies of all written notices should also be delivered to the Brokers and to the Title Company, but failure to notify the Brokers or the Title Company will not cause an otherwise properly delivered notice to be ineffective.

- 1. Seller also consents to receive any notices by email.
- 2. Purchaser also consents to receive any notices by email.

C. Termination. If this Contract is terminated for any reason, the parties will have no further rights or obligations under this Contract, except that: (1) Purchaser shall pay the costs to repair any damage to the Property caused by Purchaser or Purchaser's agents; and (2) each party shall perform any other obligations that, by the explicit provisions of this Contract, expressly survive the termination of this Contract. The obligations of this Section 19.C. will survive the termination of this Contract. The terms of any mutual termination agreement will supersede and control over the provisions of this Section 19.C. to the extent of any conflict.

D. Forms. In case of a dispute as to the form of any document required under this Contract, the most recent form prepared by the State Bar of Texas will be used, modified as necessary to conform to the terms of this Contract.

E. Attorneys' Fees. The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover, from the non-prevailing party, court costs, reasonable attorneys' fees and all other reasonable related expenses.

F. Integration. This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Contract. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superceded by this Contract, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Contract.

G. Binding Effect. This Contract will inure to the benefit of, and will be binding upon, the parties to this Contract and their respective heirs, legal representatives, successors and assigns.

H. Time for Performance. Time is of the essence under each provision of this Contract. Strict compliance with the times for performance is required.

I. Business Day. If any date of performance under this Contract falls on a Saturday, Sunday or Texas legal holiday, such date of performance will be deferred to the next day that is not a Saturday, Sunday or Texas legal holiday.

J. Right of Entry. After reasonable advance notice and during normal business hours, Purchaser, Purchaser's representatives and the Brokers have the right to enter upon the Property before the Closing for purposes of viewing, inspecting and conducting studies of the Property, so long as they do not unreasonably interfere with the use of the Property by Seller or any tenants, or cause damage to the Property.

K. Governing Law. This Contract will be construed under and governed by the laws of the State of Texas, and unless otherwise provided in this Contract, all obligations of the parties created under this Contract are to be performed in the county where the Property is located.

L. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Contract will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.

~~**M. Broker Disclaimer.** The Brokers will disclose to Purchaser any material factual knowledge the Brokers may possess about the condition of the Property. Purchaser understands that a real estate broker is not an expert in matters of law, tax, financing, surveying, hazardous materials, engineering, construction, safety, zoning, land planning, architecture, or the Americans with Disabilities Act. Purchaser should seek expert assistance on such matters. The Brokers do not investigate a property's compliance with building codes, governmental ordinances, statutes and laws that relate to the use or condition of the Property or its construction, or that relate to its acquisition. Purchaser is not relying upon any representations of the Brokers concerning permitted uses of the Property or with respect to any nonconformance of the Property. If the Brokers provide names of consultants or sources for advice or assistance, the Brokers do not warrant the services of the advisers or their products. The Brokers cannot warrant the suitability of property to be acquired. Purchaser acknowledges that current and future federal, state and local laws and regulations may require any~~

~~Hazardous Materials to be removed at the expense of those persons who may have had or continue to have any interest in the Property. The expense of such removal may be substantial. Purchaser agrees to look solely to experts and professionals selected or approved by Purchaser to advise Purchaser with respect to the condition of the Property and will not hold the Brokers responsible for any condition relating to the Property. The Brokers do not warrant that Seller will disclose any or all property defects or other matters pertaining to the Property or its condition. Seller and Purchaser agree to hold the Brokers harmless from any damages, claims, costs and expenses including, but not limited to, reasonable attorneys' fees and court costs, resulting from or related to any person furnishing any false, incorrect or inaccurate information with respect to the Property, Seller's concealing any material information with respect to the condition of the Property, or matters that should be analyzed by experts. To the extent permitted by applicable law, the Brokers' liability for errors or omissions, negligence, or otherwise, is limited to the return of the Fee, if any, paid to the responsible Broker pursuant to this Contract. The parties agree that they are not relying upon any oral statements that the Brokers may have made. Purchaser is relying solely upon Purchaser's own investigations and the representations of Seller, if any, and Purchaser acknowledges that the Brokers have not made any warranty or representation with respect to the condition of the Property or otherwise.~~

N. Counterparts. This Contract may be executed in a number of identical counterparts, and all counterparts will be construed together as one agreement.

O. Patriot Act Representation. Seller and Purchaser each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

P. Exchange. Seller and Purchaser shall cooperate with each other in connection with any tax deferred exchange that either party may be initiating or completing in connection with Section 1031 of the Internal Revenue Code, so long as neither party will be required to pay any expenses related to the other party's exchange and the Closing is not delayed. Notwithstanding any other provision that may prohibit the assignment of this Contract, either party may assign this Contract to a qualified intermediary or exchange accommodation title holder, if the assignment is required in connection with the exchange. The parties agree to cooperate with each other, and sign any reasonable documentation that may be required, to effectuate any such exchange.

20. STATUTORY NOTICES.

A. Abstract or Title Policy. At the time of the execution of this Contract, Purchaser acknowledges that the Brokers have advised and hereby advise Purchaser, by this writing, that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

B. Notice Regarding Unimproved Property Located in a Certificated Service Area. If the Property is unimproved and is located in a certificated service area of a utility service, then Seller shall give to Purchaser a written notice in compliance with §13.257 of the Texas Water Code, and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the correct name of utility service provider authorized by law to provide water or sewer service to the Property, and must comply with all other applicable requirements of the Texas Water Code.

C. Special Assessment Districts. If the Property is situated within a utility district or flood control district subject to the provisions of §49.452 of the Texas Water Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

D. Property Owners' Association. If the Property is subject to mandatory membership in a property owners' association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property. In addition, Seller shall give to Purchaser the written notice required under §5.012 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the notice in writing. Also, Seller shall give to Purchaser the resale certificate required under Chapter 207 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the resale certificate in writing.

E. Notice Regarding Possible Annexation. If the Property that is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of the municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

F. Notice Regarding Coastal Area Property. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, then Seller shall give to Purchaser a written notice regarding coastal area property, in compliance with §33.135 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

G. Gulf Intracoastal Waterway Notice. If the Property is located seaward of the Gulf Intracoastal Waterway, then Seller shall give to Purchaser a written notice regarding the seaward location of the Property, in compliance with §61.025 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

H. Notice for Property Located in an Agricultural Development District. If the Property is located in an agricultural development district, then in accordance with §60.063 of the Texas Agricultural Code: (1) Seller shall give to Purchaser a written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the notice in writing; and (3) at the Closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.

I. Certificate of Mold Remediation. If a certificate of mold remediation has been issued for the Property under Section 1958.154 of the Occupations Code within the preceding five years, Seller is required to provide a copy of the certificate to Purchaser.

J. Disclosure of Dual Capacity as Broker and Principal. [Complete if applicable]

N/A is a licensed Texas real estate broker and is acting in a dual capacity as broker for the Purchaser and as a principal in this transaction, as he or she

may be the Purchaser (or one of the owners of the Purchaser after any assignment of this Contract).

N/A is a licensed Texas real estate broker and is acting in a dual capacity as broker for the Seller and as a principal in this transaction, as he or she may be the Seller (or one of the owners of the Seller).

21. DISPUTE RESOLUTION.

A. Mediation. If any dispute (the "Dispute") arises between any of the parties to this Contract including, but not limited to, payment of the Fee, then any party (including any Broker) may give written notice to the other parties requiring all involved parties to attempt to resolve the Dispute by mediation. Except in those circumstances where a party reasonably believes that an applicable statute of limitations period is about to expire, or a party requires injunctive or equitable relief, the parties are obligated to use this mediation procedure before initiating arbitration or any other action. Within seven days after receipt of the mediation notice, each party must deliver a written designation to all other parties stating the names of one or more individuals with authority to resolve the Dispute on such party's behalf. Within 14 days after receipt of the mediation notice, the parties shall make a good faith effort to select a qualified mediator to mediate the Dispute. If the parties are unable to timely agree upon a mutually acceptable mediator, any party may request any state or federal judge to appoint a mediator. In consultation with the mediator, the parties shall promptly designate a mutually convenient time and place for the mediation that is no later than 30 days after the date the mediator is selected. In the mediation, each party must be represented by persons with authority and discretion to negotiate a resolution of the Dispute, and may be represented by counsel. The mediation will be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code, and such other rules as the mediator may prescribe. The fees and expenses of the mediator will be shared equally by all parties included in the Dispute.

~~**B. Arbitration.** If the parties are unable to resolve any Dispute by mediation, then the parties (including the Brokers) shall submit the Dispute to binding arbitration before a single arbitrator. The Dispute will be decided by arbitration in accordance with the applicable arbitration statute and any rules selected by the arbitrator. After an unsuccessful mediation, any party may initiate the arbitration procedure by delivering a written notice of demand for arbitration to the other parties. Within 14 days after the receipt of the written notice of demand for arbitration, the parties shall make a good faith effort to select a qualified arbitrator acceptable to all parties. If the parties are unable to agree upon the selection of an arbitrator, then any party may request any state or federal judge to appoint an arbitrator. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.~~

22. CONSULT AN ATTORNEY. This Contract is a legally binding agreement. The Brokers cannot give legal advice. The parties to this Contract acknowledge that they have been advised to have this Contract reviewed by legal counsel before signing this Contract.

Purchaser's attorney:

Name: Miller & Haney, L.L.P
Address: 7701 South Stemmons, Corinth,
Texas 76210
Phone: (940) 321-7802
Fax: (940) 270-6809
Email: khaney@millerhaney.com

Seller's attorney:

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

23. EXHIBITS AND ADDENDA. All Exhibits and Addenda attached to this Contract are incorporated herein by reference and made a part of this Contract for all purposes *[check all that apply]*:

- Exhibit "A" Legal Description
- Exhibit "B" Site Plan
- Exhibit "C" Information About Brokerage Services
- Exhibit "D" _____

- Addendum A Schedule of Personal Property
- Addendum B-1 Third Party Financing
- Addendum B-2 Seller Financing
- Addendum B-3 Existing Loan
- Addendum C Disclosure Notice
- Addendum D Lead Based Paint
- Addendum E Additional Provisions
- Addendum F _____

24. CONTRACT AS OFFER. The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party by the earlier of this date March 4, 2016 or the date that is 10 days after the date this Contract is executed by the first party, then that offer will be deemed to have been automatically withdrawn, in which case the Earnest Money, if any, will be returned to Purchaser. Any acceptance of an offer that has been withdrawn will be effective only if the party that withdrew the offer subsequently agrees to the acceptance either in writing or by course of conduct.

25. ADDITIONAL PROVISIONS. *[Additional provisions may be set forth below or on any attached Addendum].*

~~(A) It is agreed and understood that if Purchaser does not terminate this contract at the end of the Inspection Period then the Purchaser desires to lease the Property beginning the 61st day from the Effective Date until the Closing Date. Seller is agreeable to leasing the Property to the Purchaser pursuant to the preceding sentence provided the parties have executed a Lease Agreement prior to the end of the Inspection Period.~~

~~(B) Notwithstanding any language contained in the Contract or otherwise, seller shall retain ownership of any mineral interests they currently own.~~

This Contract is executed to be effective as of the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company (the Effective Date).

SELLER:

Denton County Electric Cooperative,
Inc.

PURCHASER:

City of Corinth, Texas

By: (Signature) _____

Name: Donald R. Clary, Jr.

Title: President and CEO

Date of Execution: _____

By: (Signature) _____

Name: LeeAnn Bunselmeyer

Title: Acting City Manager

Date of Execution: _____

By: (Signature) _____

Name: _____

Title: _____

Date of Execution: _____

By: (Signature) _____

Name: _____

Title: _____

Date of Execution: _____

PRINCIPAL BROKER:

N/A

By: (Signature) _____

Name: N/A

Title: N/A

Address: N/A

N/A

Phone: N/A

Fax: N/A

Email: N/A

TREC License No.: N/A

COOPERATING BROKER:

N/A

By: (Signature) _____

Name: N/A

Title: N/A

Address: N/A

N/A

Phone: N/A

Fax: N/A

Email: N/A

TREC License No.: N/A

TITLE COMPANY RECEIPT: The Title Company acknowledges receipt of this Contract on _____ (the **Effective Date**). Upon receipt of the Earnest Money, the Title Company accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

TITLE COMPANY:

Republic Title of Texas, Inc.

By: (Signature) _____

Name: Anne Gross Atkins

Title: Senior Vice President

Address: 2626 Howell Street, 10th Floor

Dallas, Texas 75204

Phone: (214) 855-8820

Fax: (972) 516-2501

Email: agross@republictitle.com

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ADDENDUM TO COMMERCIAL CONTRACT OF SALE

This Addendum to Commercial Contract of Sale (this "Addendum") is hereby made a part of that certain Commercial Contract of Sale, by and between Denton County Electric Cooperative, Inc. ("Seller") and the City of Corinth, Texas ("Purchaser"), for the sale from Seller to Purchaser of Lot 1R-1, Block One, Pinnell Addition to the City of Corinth, Denton County, Texas (the Contract").

1. The last two sentences in Section 10(B)(1) of the Contract are hereby deleted in their entirety and replaced with the following:

Purchaser shall, to the extent permitted by law, defend and indemnify Seller against any claims that arise due to any actions by Purchaser or Purchaser's agents, employees, consultants and contractors. To the extent the law permits indemnity by Purchaser, Purchaser's obligation in this respect will survive the Closing or termination of this Contract.

2. The first sentence in Section 10(B)(5) of the Contract is hereby deleted in its entirety and replaced with the following:

If the transaction described in this Contract does not close through no fault of Seller, and the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser, at Purchaser's expense, shall restore the Property to the condition immediately prior to the inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf.

3. Section 10(C)(b) of the Contract is hereby revised by substituting the phrase "five year period" for the phrase "three year period".

4. The second sentence in Section 10(C)(c) of the Contract is hereby deleted in its entirety and replaced with the following:

To the extent permitted by law, Purchaser shall return, destroy, or delete any other copies of such documents, plats, drawings, and studies that relate to the condition of the Property made by Purchaser's agents, consultants or contractors.

5. The second paragraph in Section 16(B) of the Contract is hereby deleted in its entirety and replaced with the following:

The parties agree that there is uncertainty as to damages that would result from a breach by Purchaser and that the right to retain the Earnest Money and \$2,500 as liquidated damages is reasonable compensation in light of any anticipated harm that would be caused by Purchaser's breach and is Seller's sole and exclusive remedy for Purchaser's default.

6. Subsections 25(A) and 25(B) of the Contract are deleted in their entirety and replaced with the following:

(A) Seller retains ownership of any oil, gas and other mineral interests it owns and agrees as follows: Seller, its successors and assigns shall not have the right to use or access the surface of the Property, in any way, manner or form, in connection with or related to the reserved oil, gas and other minerals and/or related to exploration and/or production of the oil, gas and other minerals reserved herein, including without limitation, use of or access to the surface of the Property for the location of any well or drill sites, well bores, whether vertical or any deviation from vertical, water wells, pit areas, seismic activities, tanks or tank batteries, pipelines, roads, electricity or other utility infrastructure, and/or for subjacent or lateral support for any surface facilities or well bores, or any other infrastructure or improvement of any kind or type in connection with or related to the reserved oil, gas and other minerals, and/or related to the exploration or production of same.

As used herein, the term "mineral" shall include oil, gas, and all associated hydrocarbons, and shall exclude (i) all substances that any reasonable extraction, mining, or other exploration and/or production method, operation, process or procedure would consume, deplete or destroy the surface of the Property; and (ii) all substances which are at or near the surface of the Property. The intent of the parties is that the meaning of the term "minerals" as utilized herein, shall be in accordance with that set forth in *Reed v. Wylie*, 597 S.W.2d 743 (Tex. 1980).

As used herein, the term "surface of the Property" shall include the area from the surface of the earth to a depth of 500 feet below the surface of the earth and all areas above the surface of the earth.

(B) From the Effective Date until the date of Closing, Seller shall advise Purchaser promptly of the Seller's receipt of any notice (other than a notice sent to Seller by Purchaser) received by written document, fax transmission, or email of any litigation, arbitration, or administrative hearing, or claims related thereto, concerning or affecting the Property.

(C) The form of the Special Warranty Deed to be delivered pursuant to Section 15(B)(1) of the Contract shall be substantially in the form attached as Exhibit A to this Addendum.

(D) Exclusive venue for any action brought under this Contract shall be the courts of competent jurisdiction located in Denton County, Texas.

..

EXHIBIT A TO ADDENDUM - DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

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

That **DENTON COUNTY ELECTRIC COOPERATIVE, INC.**, (“Grantor”), a Texas electric cooperative corporation, whose address is 7701 S. Stemmons, Corinth, Denton County, Texas 76210, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF CORINTH, TEXAS**, (“Grantee”), a Texas home rule municipality, whose address is 3300 Corinth Parkway, Corinth, Denton County, Texas 76208, the receipt and sufficiency of which consideration is hereby acknowledged, does DEDICATE, GRANT, SELL AND CONVEY unto Grantee fee simple title to the real property described below, together with any and all rights or interests of Grantor in and to adjacent public streets, alleys and rights of way and together with, all and singular, the improvements and fixtures thereon and all other rights and appurtenances thereto, located in the County of Denton, State of Texas, and being more particularly described as follows:

Lot 1R-1, Block One, Pinnell Addition to the City of Corinth, Denton County, Texas

collectively, the "Property".

Notwithstanding the foregoing grant of conveyance, Grantor, subject to the limitation of such reservation made herein, reserves, for Grantor, its successors and assigns, all oil, gas, and other minerals owned by Grantor in, on and under, and that may be produced from the Property (here "Reservation from Conveyance"). Grantor, its successors and assigns shall not have the right to use or access the surface of the Property, in any way, manner or form, in connection with or related to the reserved oil, gas and other minerals and/or related to exploration and/or production of the oil, gas and other minerals reserved herein, including without limitation, use of or access to the surface of the Property for the location of any well or drill sites, well bores, whether vertical or any deviation from vertical, water wells, pit areas, seismic activities, tanks or tank batteries, pipelines, roads, electricity or other utility infrastructure, and/or for subjacent or lateral support for any surface facilities or well bores, or any other infrastructure or improvement of any kind or type in connection with or related to the reserved oil, gas and other minerals, and/or related to the exploration or production of same.

As used herein, the term "mineral" shall include oil, gas, and all associated hydrocarbons, and shall exclude (i) all substances that any reasonable extraction, mining, or other exploration and/or production method, operation, process or procedure would consume, deplete or destroy the surface of the Property; and (ii) all substances which are at or near the surface of the

Property. The intent of the parties is that the meaning of the term "minerals" as utilized herein, shall be in accordance with that set forth in *Reed v. Wylie*, 597 S.W.2d 743 (Tex. 1980).

As used herein, the term "surface of the Property" shall include the area from the surface of the earth to a depth of 500 feet below the surface of the earth and all areas above the surface of the earth.

Grantor hereby assigns to Grantee, without recourse, warranty, or representation, any and all claims and causes of action that Grantor may have for or related to any defects in, or injury to, the Property existing on the date of this deed, unless expressly reserved herein or in the Contract of Sale between Grantor and Grantee.

This conveyance is made subject to the exceptions to conveyance and warranty set forth on Exhibit A attached hereto (collectively, the "Permitted Exceptions"), but only to the extent they affect or relate to the Property and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, but subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Property, subject to the Permitted Exceptions, 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.

{Signature Pages Follow}

SIGNED and effective this ____ day of _____, 2016.

DENTON COUNTY ELECTRIC COOPERATIVE, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____, _____ of Denton County Electric Cooperative, Inc., a Texas electric cooperative corporation, on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

Grantee joins in the execution of this Special Warranty Deed to acknowledge its acceptance of this Special Warranty Deed and the conveyance of the Property, subject to all of the terms, conditions and provisions set forth in this Special Warranty Deed.

CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST:

Kim Pence, City Secretary

APPROVED AS TO FORM:

Debra A. Drayovitch, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DENTON §

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Bill Heidemann, Mayor of the City of Corinth, Texas, a Texas municipal corporation, in such capacity on behalf of such municipal corporation.

Notary Public, State of Texas

EXHIBIT A

PERMITTED EXCEPTIONS

AFTER RECORDING RETURN TO:

Kim Pence
City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208