

ORDINANCE NO. 19-06-20-21

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING A SANITARY SEWER EASEMENT RECORDED IN THE DENTON COUNTY LAND RECORDS AT DR VOLUME 686, PAGE 334, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, TO SERVE AS A QUITCLAIM DEED AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF CORINTH AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Crosspointe Lot Venture, LLC is the owner of an approximate 6.380 acre tract of land situated in the E. Marsh Survey, Abstract 833, City of Corinth, Denton County, Texas, as depicted in a Final Plat dated June 21, 2018 (the “Property”); and

WHEREAS, Crosspointe Lot Venture, LLC (the “Property Owner”) has requested that the City abandon a certain Sanitary Sewer Easement on the Property that was previously granted to the City of Corinth and that is recorded in the **Denton County Land Records at DR Volume 686, Page 334**, and more specifically described in **Exhibit “A”**, a copy of which is attached hereto and incorporated herein (the “Sanitary Sewer Easement” or “Easement”); and

WHEREAS, the City Council has determined that no public infrastructure is located within the Easement, and that the Easement as located upon the Property is not necessary for future use by the City for the location of public infrastructure, and thus the City Council finds that abandonment of the Easement as requested by the Property Owner is appropriate; and

WHEREAS, the City Council has determined it appropriate to adopt this Ordinance abandoning and quitclaiming to the Property Owner any and all interest in the Easement described in **Exhibit “A”** hereto;

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

SECTION 1.

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

SECTION 2.

That the City of Corinth hereby abandons the Sanitary Sewer Easement as more specifically described in **Exhibit "A"** hereto and filed in the **Denton County Land Records at DR Volume 686, Page 334**, a copy of the recorded Easement document being attached hereto and included as part of **Exhibit "A"** and the City does hereby quitclaim in favor of Property Owner Crosspointe Lot Venture, LLC, such Sanitary Sewer Easement.

SECTION 3.

That the Sanitary Sewer Easement is abandoned, vacated, and closed, insofar as the right title and interest of the public to such easement are concerned. That the City of Corinth does not abandon any other interest other than that described in **Exhibit "A"**, but does hereby abandon all of its right, title and interest in and to that certain Easement described in **Exhibit "A"**, together with any and all improvements thereon.

SECTION 4.

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to Crosspointe Lot Venture, LLC, and the recording of this abandonment ordinance in the real property records of Denton County, Texas shall serve as the quitclaim deed of the City of Corinth, Texas to Crosspointe Lot Venture, LLC, of all right, title, or interest of the City of Corinth in and to the Easement described in **Exhibit "A"**. The City Manager is further authorized to execute any additional documents necessary to effect the abandonment of the Easement.

SECTION 5.

As a condition of this abandonment and as a part of the consideration for the quitclaim to Grantee herein, Grantee agrees to indemnify, defend, release and hold the City of Corinth whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of or be occasioned by or from, the abandonment, closing, vacation, and quitclaim by the City of Corinth of the Easement described in **Exhibit "A"** and the Grantee hereby agrees to defend any and all suits, claims, or causes,

of action brought against the City on account of the same, and to discharge any judgment or judgments that may be rendered against the City of Corinth in connection therewith.

SECTION 6.

This Ordinance shall take effect from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 20 day of June, 2019.



APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"

The Easement being a strip of land twenty five (25) feet in width across the tract identified in the E. Marsh Survey, Abstract No. 833, Denton County, Texas, more particularly described in deed from Betty Robinson et al to Virgil T. Griffith recorded in volume 190, Page 357, of the Deed Records of said County and containing 26.5 acres.

BEGINNING at a point in the North line of this tract; said to being 186 feet East of the NW corner of this tract;

THENCE S 23° E, 145 feet;

THENCE S 40° W, 375 feet;

THENCE S 5° 20' W, 1000 feet;

THENCE S 62° 21' E, 750 feet more or less to point in the East line of tract; said point being 155 feet North of the SE corner of this tract.

THE STATE OF TEXAS
COUNTY OF DENTON

19541

KNOW ALL MEN BY THESE PRESENTS:

That Virgil T. Griffith of the County of Denton, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a 8 & 6" line, the term of such easement to end when the City of Corinth accepts the entire Sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such Water and Sewer line; easements and rights-of-way over and across Grantor's land in E. Mash Survey, Abstract No. 833, Denton County, Texas, more particularly described in deed from Betty Robinson et al to Virgil T. Griffith dated , 19 , and recorded in Volume 190, Page 357, of the Deed Records of said County and containing 26.5 acres.

The Construction Easement being a strip of land across the tract referred to above, Twenty Five (25), feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed. When the pipe line is installed, the Operation and Maintenance Easement herein granted shall be limited to a strip of land ten (10) feet in width, with the center line thereof being described as follows. BEGINNING at a point in the North line of this tract; said point being 186 feet East of the NW corner of this tract;
THENCE S 23° E, 145 feet;
THENCE S 40° W, 375 feet;
THENCE S 5° 20' W, 1000 feet;
THENCE S 62° 21' E, 750 feet more or less to point in the East line of tract; said point being 155 feet North of the SE corner of this tract.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said 8 and 6 " line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard there-to; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said 8 and 6" Sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said 8 & 6" line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of Corinth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above described easement and rights unto the said City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 23rd day of September, 1953.

Virgil T. Griffith
Lucene Griffith

(SINGLE ACKNOWLEDGMENT)

THE STATE OF TEXAS

COUNTY OF Denton }

Before me, the undersigned authority, on this day personally appeared Virgil Shifflet and Lorne Shifflet known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 23rd day of September, A. D. 1973



Jennette Gern
Notary Public in and for Denton County, Texas.

FILED FOR RECORD: 25th DAY OF September A.D. 1973 at 1:11 o'clock P.M.
RECORDED: 3rd DAY OF October A.D. 1973 at 10:48 o'clock A.M.
BY M. Yuckels DEPUTY

MARY JO HILL, COUNTY CLERK
DENTON COUNTY, TEXAS