

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-02-06-02**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT ACCESS EASEMENT AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS PROPERTY OWNED BY THE LONG LAKE DEVELOPMENT, LLC, AND DESCRIBED AS B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153, RECORDED IN DOCUMENT NO 2023-1193962 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Long Lake Development, LLC, (the “Property Owner”) is the owner of an approximate 48.34 acres of land, B.B.B. & C.R.R. Survey, Abstract No. 153, recorded in Document No 2023-1193962 of the Deed Records of Denton County, Texas (the “Property”); and

**WHEREAS**, the Property Owner has executed an “Access Easement”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive 0.108 Acre Access Easement, containing an approximate 4,724 square feet, in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit “A”** (the “Access Easement”); and

**WHEREAS**, the City desires to accept the Access Easement in accordance with the grant of that conveyance as set forth in **Exhibit “A”**; and

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

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

**SECTION 2.  
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Access Easement, which conveyance includes the Access Easement described and depicted in **Exhibit "A"** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit "A"**.

**SECTION 3.  
FILING OF ORDINANCE**

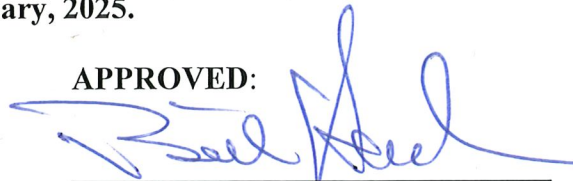
That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents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

**SECTION 4.  
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
CORINTH, TEXAS on this 6<sup>th</sup> day of February, 2025.**

**APPROVED:**



Bill Heidemann, Mayor

**ATTEST:**

  
Lana Wylie, City Secretary

**APPROVED AS TO FORM:**

  
Patricia A. Adams, City Attorney

**EXHIBIT "A"**  
**ACCESS EASEMENT**  
**(Access Easement)**

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 DRIVERS' LICENSE NUMBER.

## **ACCESS EASEMENT**

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**STATE OF TEXAS**

**COUNTY OF DENTON**

**KNOW ALL MEN BY THESE PRESENTS:**

That **Long Lake Development, LLC** ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF CORINTH, TEXAS**, a home-rule municipality ("Grantee"), the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee a permanent easement and right to access the alley improvements ("Easement Purposes"), together with all incidental improvements, and all necessary laterals ("Easement"), over, across, on, and through certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein for all purposes ("Easement Property"). The rights of Grantee under this Easement shall extend to Grantee's third-party contractors, representatives, agents, and employees fulfilling the Easement Purpose on behalf of Grantee.

Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, property, or other improvements of any nature whatsoever, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property not permitted herein, or that Grantee has not consented to.

Grantor shall keep the Easement Property clean and free of debris, and Grantee shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Grantor to alleviate any undesirable conditions which may occur.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor warrants that there are no liens, attachments, or other encumbrances that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the Easement granted herein.

The Easement rights and privileges granted herein are non-exclusive and irrevocable, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Property which unreasonably interfere with Grantee's rights granted herein, and provided all such other grants comply with all applicable local, state, and federal laws, ordinances,

rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the use of the Easement Property for the purposes described herein, as well as all damages, if any, to Grantor's property which may occur in the future resulting from Grantee's exercise of any rights granted herein.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this instrument; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise. This instrument will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

TO HAVE AND TO HOLD the Easement Property perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purposes described herein, and all incidental improvements thereto. Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

*[Signature page follows.]*

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this 29 day of January, 2025.

**AFTER RECORDING RETURN TO:**

City of Corinth  
Attn: Scott Campbell  
3300 Corinth Parkway  
Corinth, Texas 76208

**GRANTOR:**

**Long Lake Development, LLC**

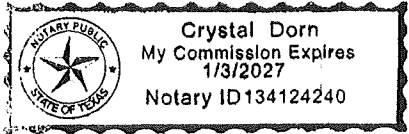
By: [Signature]  
Printed Name: Michael Ingle

STATE OF TEXAS           §  
  §  
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Ingle known to me to be the persons whose names are subscribed to the foregoing instrument; acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29<sup>th</sup> day of January, 2025

[Signature]  
Notary Public, State of Texas  
My Commission Expires: 1/3/2027



**GRANTEE:**

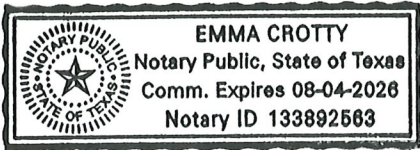
City of Corinth, Texas

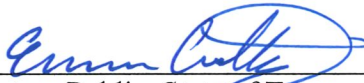
By:   
Printed Name: Scott Campbell

STATE OF TEXAS           §  
  §  
COUNTY OF Denton   §

BEFORE ME, the undersigned authority, on this day personally appeared Scott Campbell known to me to be the persons whose names are subscribed to the foregoing instrument; acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4<sup>th</sup>  
day of March, 2025



  
Notary Public, State of Texas  
My Commission Expires: 8-4-2026

# EXHIBIT "A"

BEING a tract of land situated in the B.B.B.& C.R.R. Survey, Abstract No.153, City of Corinth, Denton County, Texas, being part of a called 86.557 acre tract conveyed to Long Lake Development, LLC, by deed recorded in Document No. 2023-119362, of the Deed Records Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:


BEGINNING at a point in the common line between said Long Lake Development tract and a called 48.34 acre tract of land conveyed to Canyon Ranch – Corinth, LP, by deed recorded in Document No. 2024-113874, DRDCT, that bears S 3°08'27" E, 394.28 feet, from a TxDOT monument found, in the south line of FM 2181 (Teasely Road) a variable width right-of-way, for the common north corner between said Long Lake Development, LLC tract and a called 10.78 acre tract of land conveyed to First Capital Texas, LLC, by deed recorded in Document No. 2024-59309, DRDCT;

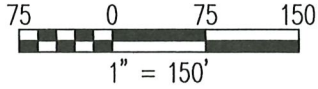
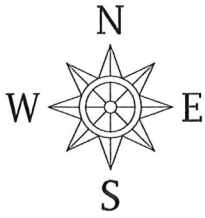
THENCE S 00°57'39" E, with said common line, 615.38 feet to a point for corner, that bears N 0°57'39" W, with said common line, 852.46 feet, from a Corps of Engineers monument found for the southwest corner of said Canyon Ranch tract;

THENCE departing said common line, over and across said Long Lake Development, LLC tract, the following four (4) courses and distances:

- 1) N 89°38'15" W, 7.50 feet to a point for corner,
- 2) N 00°57'39" W, 599.11 feet to a point for corner,
- 3) N 51°06'46" W, 19.22 feet to a point for corner,
- 4) Around a non-tangent curve to the right having a central angle of 06°50'14", a radius of 189.30 feet, a chord of N 79°24'50" E – 22.58 feet, an arc length of 22.59 feet to the POINT OF BEGINNING with the subject tract containing 4,724 square feet or 0.108 acres of land.

PAGE 1 OF 2

 <small>765 Custer Road, Suite 160 • Plano, TX 75075 • 972.422.0977 TXPE No F-2121 • TOL'S No. F-10913101 • www.spiars.com</small>	<b>ACCESS TRACT</b>		
	<b>B.B.B. &amp; C.R.R. SURVEY, ABSTRACT NO. 153</b>		
	<b>CITY OF CORINTH</b>		
	<b>DENTON COUNTY, TEXAS</b>		
<b>Drawn:</b>	<b>Checked:</b>	<b>Date</b>	<b>Job No.</b>
AFE	SFA	1/17/25	23-230



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

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

TxDOT  
 Monument  
 Found

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

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

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

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

ACCESS TRACT  
 0.108 Ac.  
 (4,724 S.F.)

Line Table		
Line #	Bearing	Distance
L1	S03°08'27"E	394.28'
L2	S00°57'39"E	615.38'
L3	N00°57'39"W	852.46'
L4	N89°38'15"W	7.50'
L5	N00°57'39"W	599.11'
L6	N51°06'46"W	19.22'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	22.59'	189.30'	6°50'14"	N79°24'50"E	22.58'

Corps of  
 Engineers  
 Monument  
 Found

PAGE 2 OF 2



SCOTT F. AMMONS, R.P.L.S. 6550



ACCESS TRACT  
 B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153  
 CITY OF CORINTH  
 DENTON COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
AFE	SFA	1/17/25	23-230