

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DENTON AND UNIVERSITY OF NORTH TEXAS SYSTEM (UNT SYSTEM) FOR THE DEDICATION OF PERMANENT WATER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS ON UNIVERSITY OF NORTH TEXAS PROPERTY TO THE CITY OF DENTON, TEXAS FOR THE NORTHWEST WATER TRANSMISSION MAIN IN EXCHANGE FOR IMPROVEMENTS TO THE EXISTING UNIVERSITY OF NORTH TEXAS FIRE SUPPRESSION SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Intergovernmental Cooperation Act, Chapter 791.035, V.T.C.A., Texas Government Code, provides authorization for any local government to contract with an institution of higher education or university, as defined by Section 61.003 Texas Education Code, to perform governmental functions and services in which the contracting parties are mutually interested under the terms of the Act; and

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of the Interlocal Cooperation Act; and

WHEREAS, the City intends to construct the Northwest Water Transmission Main (“Project”) in order to convey potable water from the Northwest Booster Pump Station to the Northwest Elevated Storage Tank; and

WHEREAS, in order to complete the Project, the City requires permanent water easements and temporary construction easements that will allow the City to construct and maintain the proposed water transmission main on UNT System property along the US Highway 77 frontage; and

WHEREAS, UNT System desires to dedicate a 2.7402 acre permanent water line easement and a 4.0024 acre temporary construction easement; and

WHEREAS, the UNT System is the owner of the Discovery Park Campus and is located at 3940 N. Elm Street, Denton, TX (the “Property”), adjacent to the Project, and the existing fire system is constrained by a 6” fire and domestic combination meter and available system pressures; and

WHEREAS, UNT System desires to completely isolate the existing fire system from the connection in Nicosia Street to permit connection of the fire system to two 12-inch lines proposed to be extended from the proposed Project water transmission main along US Highway 77 (“UNT Fire System Extension”) which will provide increased system pressures; and

WHEREAS, UNT System desires that the City install 12-inch fire lines as near to connection points as possible, connection will be performed by UNT System. Additionally, UNT System requests one additional 12-inch stub-out off proposed Project water transmission main near the undeveloped portion of their parcel to the northwest; and

WHEREAS, City and UNT System desire to complete the City Project and complete the UNT System 12-inch fire system connections and stub-outs, and deem it in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the accomplishment of the above projects; and

WHEREAS, City staff has identified and prioritized the need for the construction of the Northwest Water Transmission Main Improvement Project; and

WHEREAS, the City Council of the City of Denton believes it to be in the best interest of the citizens of Denton to enter into the Interlocal Agreement between the City of Denton and University of North Texas System for the temporary construction and permanent water easement; and

THE COUNCIL OF THE CITY DENTON HEREBY ORDAINS:

**SECTION 1.** The findings and recitations contained in the preamble of this ordinance are incorporated by reference.

**SECTION 2.** The City Council hereby approves and authorizes the City Manager, or designee, to execute the Interlocal Agreement with the University of North Texas, attached hereto as Exhibit A, for the dedication of permanent water easements and temporary water easements on UNT Systems property for the Northwest Water Transmission Main Improvement Project in exchange for improvements to the existing UNT System fire suppression system.

**SECTION 3.** The City Manager, or their designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

**SECTION 4.** The City Manager, or designee, is the City's designated, authorized official, with the power to authorize, accept, reject, alter or terminate the Agreement(s) on behalf of the City and act on behalf of the City of Denton in all matters related to the Agreement(s) and any subsequent agreements that may result.

**SECTION 5.** This Ordinance shall become effective immediately upon its passage and approval.

*[Signatures to appear on following page.]*

The motion to approve this ordinance was made by \_\_\_\_\_  
 and seconded by \_\_\_\_\_; the ordinance was passed and  
 approved by the following vote [ \_\_\_ - \_\_\_ ]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
 GERARD HUDSPETH, MAYOR

ATTEST:  
 JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
 MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_

*Benjamin N. Samples, Esq.*  
Digitally signed by Benjamin Samples  
 DN: cn=cm, dc=cityofdenton, dc=connecticut, ou=Department Users and  
 Groups, ou=General Government, ou=Legal, cn=Benjamin Samples,  
 email=Benjamin.Samples@cityofdenton.com  
 Date: 2024.02.26 09:32:01 -0500

# EXHIBIT A

(Interlocal Cooperation Agreement)

**INTERLOCAL COOPERATION AGREEMENT BY AND  
BETWEEN THE CITY OF DENTON, TEXAS AND  
UNIVERSITY OF NORTH TEXAS SYSTEM  
FOR  
THE DEDICATION OF PERMANENT WATER EASEMENTS AND  
TEMPORARY CONSTRUCTION EASEMENTS ON UNIVERSITY OF NORTH  
TEXAS PROPERTY TO THE CITY OF DENTON, TEXAS FOR THE  
NORTHWEST WATER TRANSMISSION MAIN IN EXCHANGE FOR  
IMPROVEMENTS TO THE EXISTING UNIVERSITY OF NORTH TEXAS FIRE  
SUPPRESSION SYSTEM**

**STATE OF TEXAS**

**COUNTY OF DENTON**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Denton, a home- rule municipality located in Denton County, Texas (“City”) and University of North Texas System, a higher education agency of the State of Texas (“UNT System”) jointly referred to herein as “parties,” and is effective on the date last written hereinbelow (the “Effective Date”).

WHEREAS, the Intergovernmental Cooperation Act, Chapter 791.035, V.T.C.A., Texas Government Code, provides authorization for any local government to contract with an institution of higher education or university, as defined by Section 61.003 Texas Education Code, to perform governmental functions and services in which the contracting parties are mutually interested under the terms of the Act; and

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of the Interlocal Cooperation Act;

WHEREAS, the City intends to construct the Northwest Water Transmission Main (“Project”) in order to convey potable water from the Northwest Booster Pump Station to the Northwest Elevated Storage Tank

WHEREAS, in order to complete the Project the City requires permanent water easements and temporary construction easements that will allow the City to construct and maintain the proposed water transmission main on UNT System property along the US Highway 77 frontage; and

WHEREAS, UNT System desires to dedicate a 1) 2.7402 acre Waterline Easement and a 2) 4.0024 acre Temporary Construction Easement, as more particularly described in Exhibit A attached hereto.

WHEREAS, the UNT System is the owner of the Discovery Park Campus is located at 3940 N. Elm Street, Denton, TX(the “Property”), adjacent to the Project, and

the existing fire system is constrained by a 6” fire and domestic combination meter and available system pressures.

WHEREAS, UNT System desires to completely isolate the existing fire system from the connection in Nicosia Street to permit connection of the fire system to two 12-inch lines proposed to be extended from the proposed Project water transmission main along US Highway 77 (“UNT Fire System Extension”) which will provide increased system pressures.

WHEREAS, UNT System desires that the City install 12-inch fire lines as near to connection points as possible, connection will be performed by UNT System. Additionally, UNT System requests one additional 12-inch stub-out off proposed Project water transmission main near the undeveloped portion of their parcel to the northwest.

WHEREAS, City and UNT System desire to complete the City Project and complete the UNT System 12-inch fire system connections and stub-outs, and deem it in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the accomplishment of the above projects; and

NOW, THEREFORE, and in consideration of the mutual consideration, terms, and provisions contained herein, the City and UNT System hereby enter into this Agreement, and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**ARTICLE I.**  
**Purpose and Scope**

UNT System, at no expense to City, shall dedicate Water Easement and Temporary Construction Easement, shown more particularly in Exhibit A attached hereto and made a part thereof.

City, at no expense to UNT System, shall install two 12-inch fire line extensions up to UNT System’s existing private fire lines, not to be in service until the project is accepted and in use. UNT System is responsible for connection cost. Connections to the two 12-inch fire line extensions by UNT shall require the fire system connection at Nicosia to be isolated from the domestic feed and abandoned. An additional 12-inch stub out will be installed in the undeveloped portion of UNT System’s parcel to the northwest.

**ARTICLE II.**  
**Duration of Agreement**

This Agreement shall commence upon execution by both parties and shall continue for a period of 2 years after construction commences, unless earlier terminated in accordance with the terms of this Agreement.

**ARTICLE III.  
Relationship of Parties**

Each party is acting independently; neither is an agent, servant, employee of the other; and the parties are not engaged in a joint enterprise. City and UNT System represent that they have, or will secure at their own expense, all personnel and consultants required in performing the Services under this Agreement.

The Director of Water Utilities or the director's designee ("Director") shall administer this Agreement.

The Vice Chancellor for Strategic Infrastructure or designee shall administer the Agreement on behalf of the UNT System.

**ARTICLE IV.  
UNIVERSITY OF NORTH TEXAS SYSTEM EASEMENT DEDICATION**

- A. In consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, UNT System hereby grants to City the following easements :
- a. Water Line Easement; and
  - b. Temporary Construction Easement

**ARTICLE V.  
CITY OF DENTON INSTALLATION OF FUTURE STUB-OUT AND  
PROPOSED PRIVATE UNT FIRE LINES**

- A. Scope of Work - City work attached hereto as **Exhibit B**.
- B. Future Stub-Out (Plan Sheet 20A, Sta. 94+25.75) – Install a 20 linear foot stub-out (Proposed 12-inch water line pipe).
- C. Proposed Private UNT Fire Line No. 1 (Plan Sheet 32A, Sta. 94+47.57) – Install a 582 linear foot private UNT fire line (Proposed 12-inch Water Line G).
- D. Proposed Private UNT Fire Line No. 2 (Plan Sheet 33B, Sta. 108+75.91) – Install a 377 linear foot private UNT fire line (Proposed 12-inch Water Line H).
- E. Site Access -Via the main entrance located along N. Elm Street (US77) between Sta. 106+00 and Sta. 107+00.

**ARTICLE VI.  
ALTERNATE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting their dispute to non-binding mediation. No alternate dispute resolution arising out of or relating to this Agreement involving one party's disagreement may include the other party to the disagreement without the other's approval.

**ARTICLE VII.  
ADDRESSES AND NOTICE**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery, sent by registered mail or certified mail, return receipt requested, postage prepaid, or by facsimile transmission actually received, to:

CITY:           City of Denton  
                  Attn: Stephen Gay  
                  Director of Water  
                  901-A Texas Street  
                  Denton, Texas 76209

Copy To:  
                  City of Denton  
                  Attn: Sara Hensley  
                  City Manager's Office  
                  215 East McKinney Street  
                  Denton, Texas 76205

UNT SYSTEM:

Copy To:  
                  University of North Texas System  
                  Attn: Teresa Rogers  
                  1901 Main Street  
                  Dallas, TX 75201

Copy To:  
                  University of North Texas  
                  Attn: Jeff Brown  
                  Union Circle #311040  
                  Denton, TX 76203-5017

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

**ARTICLE VIII.  
MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or

received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this section will not be waived unless as herein set forth.

**ARTICLE IX.  
SEVERABILITY**

The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word has not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

**ARTICLE X.  
GOVERNING AND VENUE**

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Denton County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas.

**ARTICLE XI.  
ENTIRE AGREEMENT**

This Agreement and the exhibits attached thereto constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties hereto.

**ARTICLE XII.  
WAIVER OF TERMS AND CONDITIONS**

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all

times in full force and effect.

**ARTICLE XII.  
BINDING AUTHORITY**

This Agreement is entered into by the duly authorized officials of each respective governmental entity.

**ARTICLE XIV.  
SOVEREIGN IMMUNITY; GOVERNING LAW; VENUE**

Notwithstanding any other provision of this Agreement, this Agreement shall be expressly subject to the governmental immunity of City and UNT System, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either City or UNT System shall be in Denton County, Texas.

**ARTICLE XV.  
CURRENT FUNDS**

City and UNT System acknowledge and agree that all expenditure made by the respective parties shall be from current funds appropriated for the purposes for which such funds are expended.

**ARTICLE XVI.  
CAPTIONS**

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

[Rest of the page intentionally left blank. Signatures to appear on following page.]

EXECUTED in duplicate originals this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF DENTON**

By:

\_\_\_\_\_  
CITY MANAGER, SARA HENSLEY

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

By: \_\_\_\_\_

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational obligations  
and business terms.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DEPARTMENT

\_\_\_\_\_  
DATE

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

By: \_\_\_\_\_  
Deputy City Attorney

EXECUTED in triplicate originals this, the 23rd day of Feb,  
2024.

**UNIVERSITY OF NORTH TEXAS  
SYSTEM,  
a higher education agency of the State of Texas**

By: 

# EXHIBIT A

(Water Line and Temporary Construction Easement)

City Project Name: NW Booster Water Transmission Main  
City Project Number: 630439517  
Parcel Number: 8

**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.**

**WATER LINE EASEMENT**

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

THAT the UNIVERSITY OF NORTH TEXAS SYSTEM, on behalf of its component institution, the University of North Texas (f/k/a North Texas State University), an agency of the State of Texas (“Grantor”), of Denton County, 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 Denton, receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and does by these presents GRANT, BARGAIN, SELL and CONVEY unto the City of Denton (“Grantee”) a 2.7402 acre perpetual water line easement in, along, upon, under, over and across the following described property (the “Property Interest”), owned by Grantor, and situated in Denton County, Texas, located in the N. Wade Survey, Abstract Number No. 1407 & J.S. Collard Survey, Abstract No. 297 to wit:

**PROPERTY AREA DESCRIBED IN EXHIBIT “A”,  
AND DEPICTED IN EXHIBIT “A”  
ALL ATTACHED HERETO AND MADE A PART HEREOF**

For the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining water line pipelines, and related facilities and appurtenances, in, along, upon, under, over and across said Property Interest, including without limitation, the free and uninterrupted use, liberty, passage, ingress, egress and regress, at all times in, along, upon, under, over and across the Property Interest to Grantee herein, its agents, employees, contractors, workmen and representatives, for the purposes set forth herein, including without limitation, the making additions to, improvements on and repairs to said facilities or any part thereof.

This Easement is subject to the following:

1. **Structures.** Existing buildings, fences, structures, signs, facilities, and improvements shall be preserved and shall not be removed without the prior written

City Project Name: NW Booster Water Transmission Main

City Project Number: 630439517

Parcel Number: 8

consent of Grantor. In the event that Grantee damages or removes any existing building, fence, structure, sign, facility or improvements, Grantee shall promptly replace it in as a good condition or better. Grantee may not construct any fence or other structure on the Property Interest: (a) that impedes access to any property located adjacent to the Property Interest owned or maintained by the Grantor; and (b) without Grantor's prior written consent. No future buildings, fences, structures, signs, facilities, improvements or obstructions of any kind, or portions thereof, shall be constructed, erected, reconstructed, or placed in, along, upon, under, over or across the Property Interest without the prior written consent of the Grantee.

2. **Access.** For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have the non-exclusive right to access the Property Interest by way of existing public property or right-of-way and shall clean, cure, and correct, as may be reasonably necessary, any property located adjacent to the Property Interest owned or maintained by the Grantor that may be damaged by such ingress and egress activities.
3. **Trees and Landscaping.** No shrub or tree shall be planted upon the Property Interests that may encroach upon the Property Interest. Grantee may cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may overhang upon the Property Interests. Grantee shall compensate Grantor for the fair market value of any shrubs removed from within the Property Interest. Grantee shall compensate Grantor for trees removed from within the Property Interest based on the City of Denton Development Code Subsection 7.7.4 Tree Preservation.
4. **Grantor's Rights.** Grantor reserves all rights of ownership and possession of the Property Interest, subject to the rights of Grantee. Without limiting the foregoing, nothing herein shall limit Grantor's right to: (a) construct, maintain, and use driveways on and over the Property Interest; (b) modify the Property Interest, including, without limitation, by adding additional driveways, sidewalks, or fences, or removing any of Grantor's structures, facilities, or other improvements that are situated in the Property Interest; (c) access the Property Interest; and (d) temporarily close or restrict access to certain portions of the Property Interest from time to time to the extent reasonably necessary for repair, maintenance, or construction of improvements thereon.

City Project Name: NW Booster Water Transmission Main

City Project Number: 630439517

Parcel Number: 8

- 5. **Successors and Assigns.** This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their heirs, successors, and assigns.

TO HAVE AND TO HOLD unto the said City of Denton as aforesaid for the purposes aforesaid the premise above described.

Witness our hands, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTOR:

University of North Texas System

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

After Recording, Return to:  
Development Services – Real Estate  
401 N. Elm Street  
Denton, TX 76201

**LEGAL DESCRIPTION  
WATER LINE EASEMENT**

**BEING** a 2.7402 acre (119,363 square foot) tract of land situated in the N. Wade Survey, Abstract No. 1407 & J.S. Collard Survey, Abstract No. 297, City of Denton, Denton County Texas; said tract being part of Lot 1, Block 1, Texas Instrument Addition, an addition to the City of Denton according to the plat recorded in Cabinet A, Page 48 of the Plat Records of Denton County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Board of Regents of The University of North Texas System, recorded in Instrument No. 2001-123384 of the Official Public Records of Denton County, Texas; said tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod found at the southeast corner of that tract of land described in Special Warranty Deed to City of Denton recorded in Instrument No. 00-105424 of the Official Public Records of Denton County, Texas; from said point a 5/8-inch iron rod found in the east line of said City of Denton tract bears North 00°14'05" East, a distance of 124.87 feet;

**THENCE** North 89°42'53" West, along the south line of said City of Denton tract, a distance of 30.70 feet to a point in the north right-of-way line of Riney Road;

**THENCE** North 27°17'51" West, along the said north line of Riney Road, a distance of 19.18 feet to a point;

**THENCE** North 89°42'53" West, continuing along the said north line of Riney Road, a distance of 418.52 feet to a point; said point being the southwest corner of a tract of land described in deed to Beall Denton Partners L.P. tract as recorded in Instrument No. 03-201926 of the said Official Public Records; said point also being in the east right-of-way line of Nicosia Street (an 80-foot wide right-of-way);

**THENCE** North 87°36'40" West, departing the said east line of Nicosia Street, a distance of 80.61 feet to the **POINT OF BEGINNING**; said point being the southeast corner of said Lot 1, Block 1; said point also being at the intersection of the said west line of Nicosia Street and the north right-of-way line of Riney Road;

**THENCE** North 89°11'27" West, along the said north line of Riney Road, a distance of 232.12 feet to a point for corner;

**THENCE** North 73°47'54" West, departing the said north line of Riney Road, a distance of 175.85 feet to a point for corner in the north right-of-way line of US Highway No. 77 (a variable width right-of-way);

**THENCE** North 58°45'39" West, along the said north line of US Highway No. 77, a distance of 366.49 feet to a point for corner;

**THENCE** North 55°19'02" West, continuing along the said north line of US Highway No. 77, a distance of 115.54 feet to a point for corner;

**THENCE** North 36°06'30" West, departing the said north line of US Highway No. 77, a distance of 26.69 feet to a point for corner;

**THENCE** North 58°42'30" West, a distance of 261.62 feet to a point for corner;

**THENCE** North 58°43'27" West, a distance of 106.71 feet to a point for corner;

**THENCE** North 36°27'54" West, a distance of 17.89 feet to a point for corner;

**THENCE** North 54°10'54" West, a distance of 225.70 feet to a point for corner;

**THENCE** North 58°50'09" West, a distance of 845.80 feet to a point for corner;

**THENCE** South 76°09'51" West, a distance of 32.47 feet to a point for corner;

**THENCE** North 58°43'29" West, a distance of 1,862.49 feet to a point for corner;

**THENCE** North 34°50'02" West, a distance of 123.55 feet to a point for corner;

**THENCE** North 58°43'38" West, a distance of 13.32 feet to a point for corner;

**WATER LINE EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J.S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS**

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDP	MCB	1/8/23	061024040	1 OF 11

**THENCE** South 31°37'51" West, a distance of 50.02 feet to a point for corner;  
**THENCE** North 58°43'27" West, a distance of 20.00 feet to a point for corner;  
**THENCE** North 31°37'51" East, a distance of 50.02 feet to a point for corner;  
**THENCE** North 58°43'38" West, a distance of 243.83 feet to a point for corner;  
**THENCE** North 71°59'15" West, a distance of 92.94 feet to a point for corner in the east right-of-way line of Bonnie Brae Street (a 90-foot wide right-of-way);  
**THENCE** North 00°21'38" West, along the said east line of Bonnie Brae Street, a distance of 26.34 feet to a point for corner;  
**THENCE** South 71°59'15" East, departing the said east line of Bonnie Brae Street, a distance of 104.15 feet to a point for corner;  
**THENCE** South 58°43'39" East, a distance of 224.82 feet to a point for corner;  
**THENCE** South 83°15'18" East, a distance of 24.09 feet to a point for corner;  
**THENCE** South 58°43'32" East, a distance of 20.00 feet to a point for corner;  
**THENCE** South 34°11'44" East, a distance of 144.40 feet to a point for corner;  
**THENCE** South 58°43'07" East, a distance of 1,118.14 feet to a point for corner;  
**THENCE** North 76°08'35" East, a distance of 13.83 feet to a point for corner;  
**THENCE** South 58°44'15" East, a distance of 1.51 feet to a point for corner;  
**THENCE** South 58°38'36" East, a distance of 58.45 feet to a point for corner;  
**THENCE** South 13°38'36" East, a distance of 13.67 feet to a point for corner;  
**THENCE** South 58°43'27" East, a distance of 649.49 feet to a point for corner;  
**THENCE** North 76°09'51" East, a distance of 32.44 feet to a point for corner;  
**THENCE** South 58°50'09" East, a distance of 857.17 feet to a point for corner;  
**THENCE** South 54°10'54" East, a distance of 230.61 feet to a point for corner;  
**THENCE** South 36°27'54" East, a distance of 16.87 feet to a point for corner;  
**THENCE** South 58°43'27" East, a distance of 101.79 feet to a point for corner;  
**THENCE** South 58°43'08" East, a distance of 266.51 feet to a point for corner;  
**THENCE** South 36°06'30" East, a distance of 54.28 feet to a point for corner;  
**THENCE** South 58°43'02" East, a distance of 433.39 feet to a point for corner;  
**THENCE** South 74°00'13" East, a distance of 186.70 feet to a point for corner;  
**THENCE** South 89°10'54" East, a distance of 226.20 feet to a point for corner;  
**THENCE** South 00°18'51" West, a distance of 25.02 feet to the **POINT OF BEGINNING** and containing 119,363 square feet or 2.7402 acres of land, more or less.

**NOTES**

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202).  
 A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

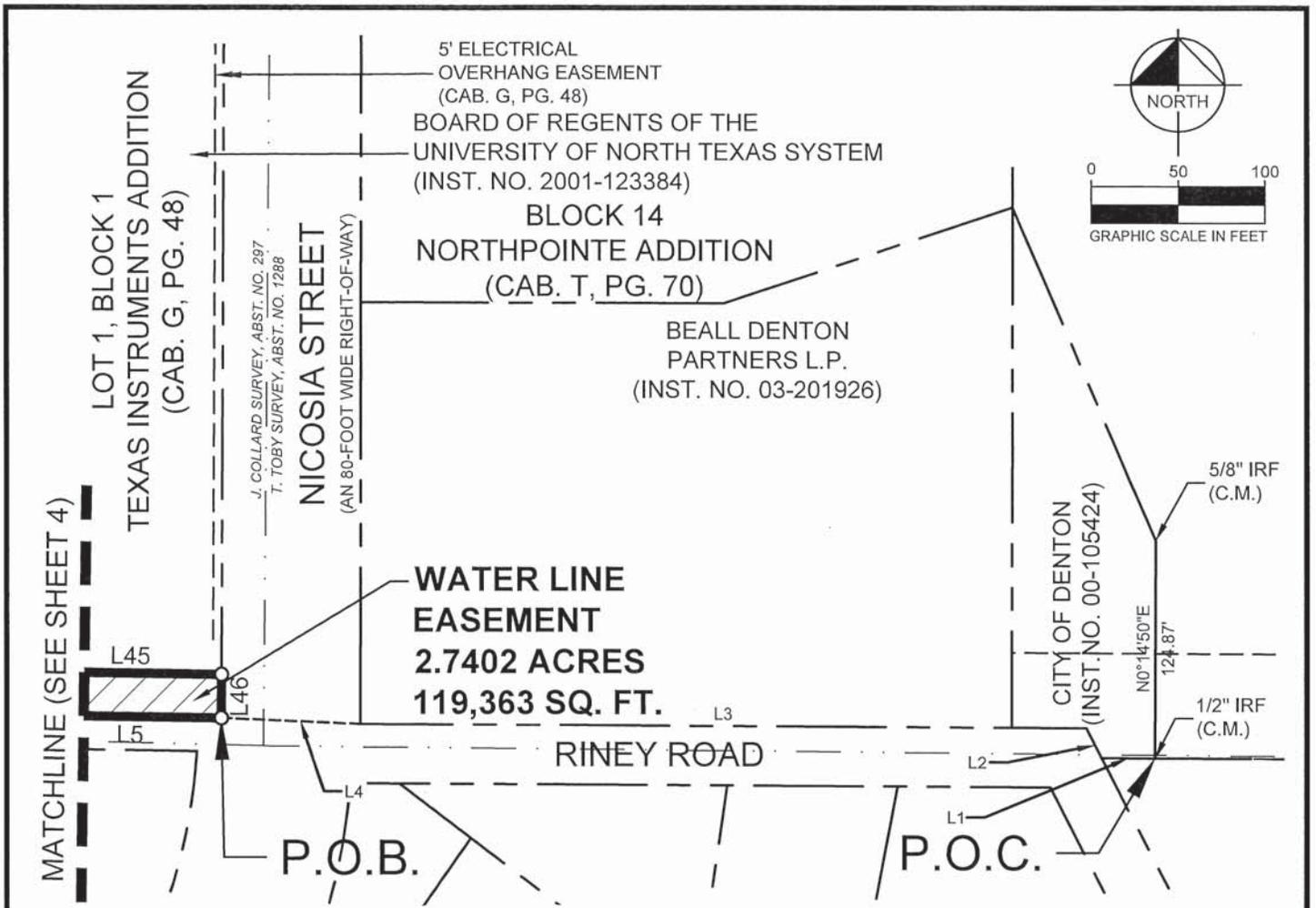
**WATER LINE EASEMENT**  
**N. WADE SURVEY,**  
**ABSTRACT NO. 1407 &**  
**J.S. COLLARD SURVEY,**  
**ABSTRACT NO. 297**  
**CITY OF DENTON,**  
**DENTON COUNTY, TEXAS**

*[Handwritten Signature]* 1/10/24

MICHAEL C. BILLINGSLEY  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6558  
 801 CHERRY STREET,  
 UNIT 11 SUITE 1300  
 FORT WORTH, TEXAS 76102  
 PH. 817-335-6511  
 michael.billingsley@kimley-horn.com



<b>Kimley»Horn</b>		801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDP	MCB	1/8/23	061024040	2 OF 11



**LEGEND**

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

**NOTES**

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A metes & bounds of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the plat of survey accurately sets out the metes & bounds of the easement tract.

*[Signature]* 1/9/24  
**MICHAEL C. BILLINGSLEY**  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6558  
 801 CHERRY STREET,  
 UNIT 11 SUITE 1300  
 FORT WORTH, TEXAS 76102  
 PH. 817-335-6511  
 michael.billingsley@kimley-horn.com



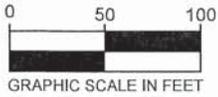
**WATER LINE EASEMENT**  
 N. WADE SURVEY,  
 ABSTRACT NO. 1407 &  
 J.S. COLLARD SURVEY,  
 ABSTRACT NO. 297  
 CITY OF DENTON,  
 DENTON COUNTY, TEXAS

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300  
 Fort Worth, Texas 76102 FIRM # 10194040

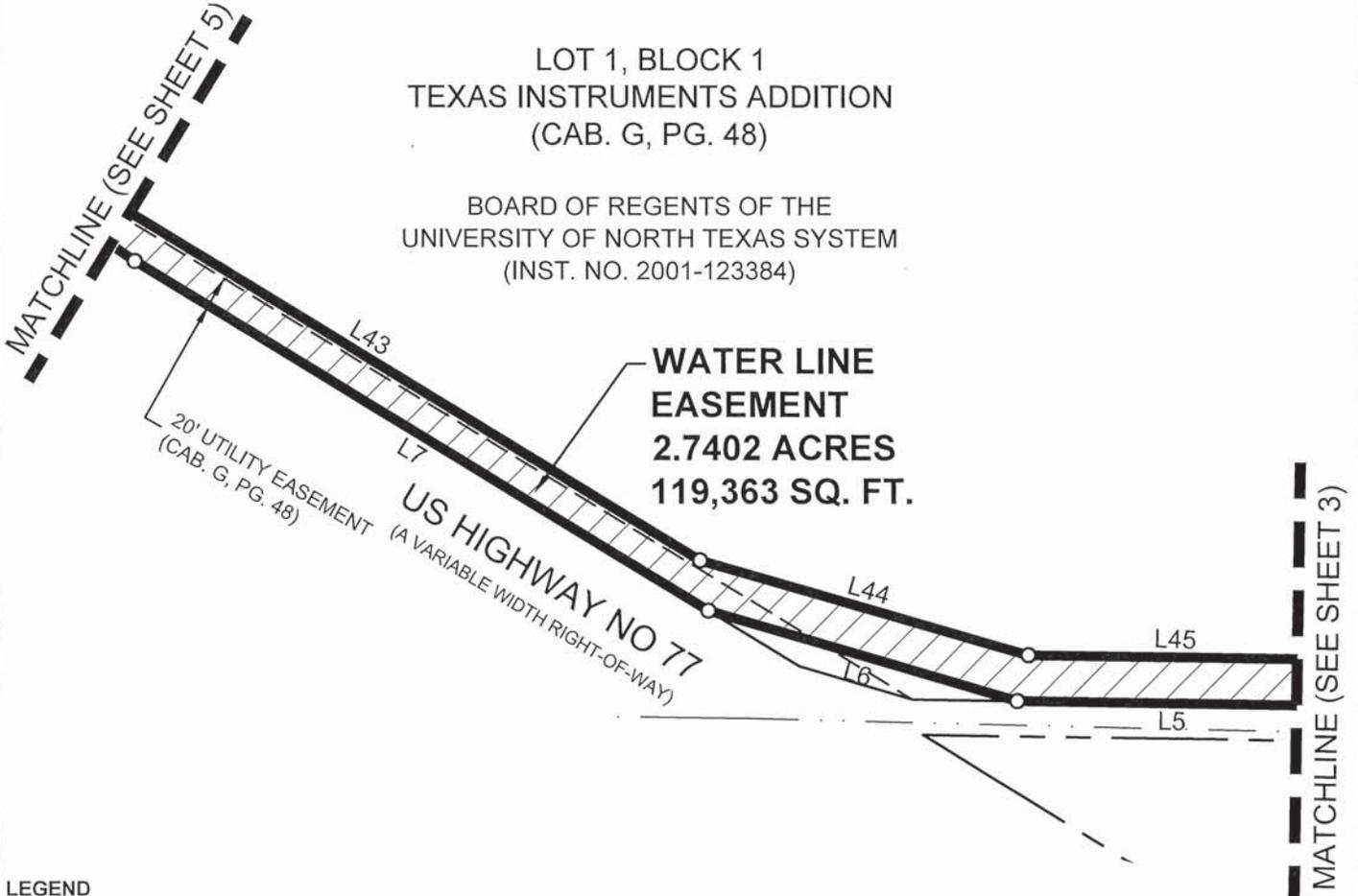
Tel. No. (817) 335-6511  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	1/8/23	061024040	3 OF 11



LOT 1, BLOCK 1  
TEXAS INSTRUMENTS ADDITION  
(CAB. G, PG. 48)

BOARD OF REGENTS OF THE  
UNIVERSITY OF NORTH TEXAS SYSTEM  
(INST. NO. 2001-123384)



**LEGEND**

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

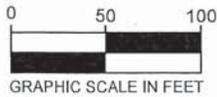
WATER LINE EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J.S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

# Kimley»Horn

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
www.kimley-horn.com

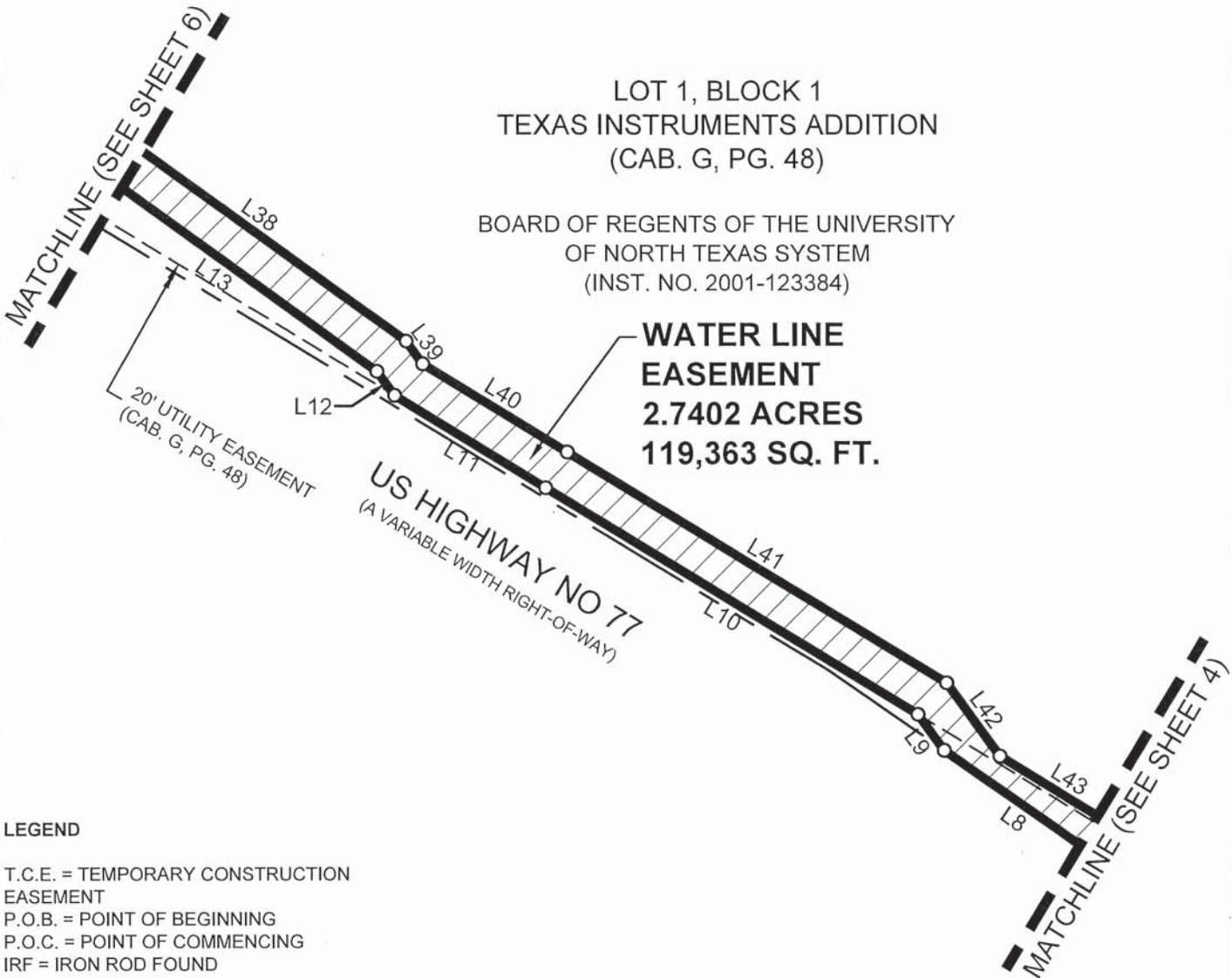
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	1/8/23	061024040	4 OF 11



LOT 1, BLOCK 1  
TEXAS INSTRUMENTS ADDITION  
(CAB. G, PG. 48)

BOARD OF REGENTS OF THE UNIVERSITY  
OF NORTH TEXAS SYSTEM  
(INST. NO. 2001-123384)

**WATER LINE  
EASEMENT  
2.7402 ACRES  
119,363 SQ. FT.**



**LEGEND**

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

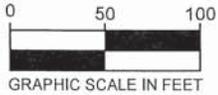
WATER LINE EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J.S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

# Kimley»Horn

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

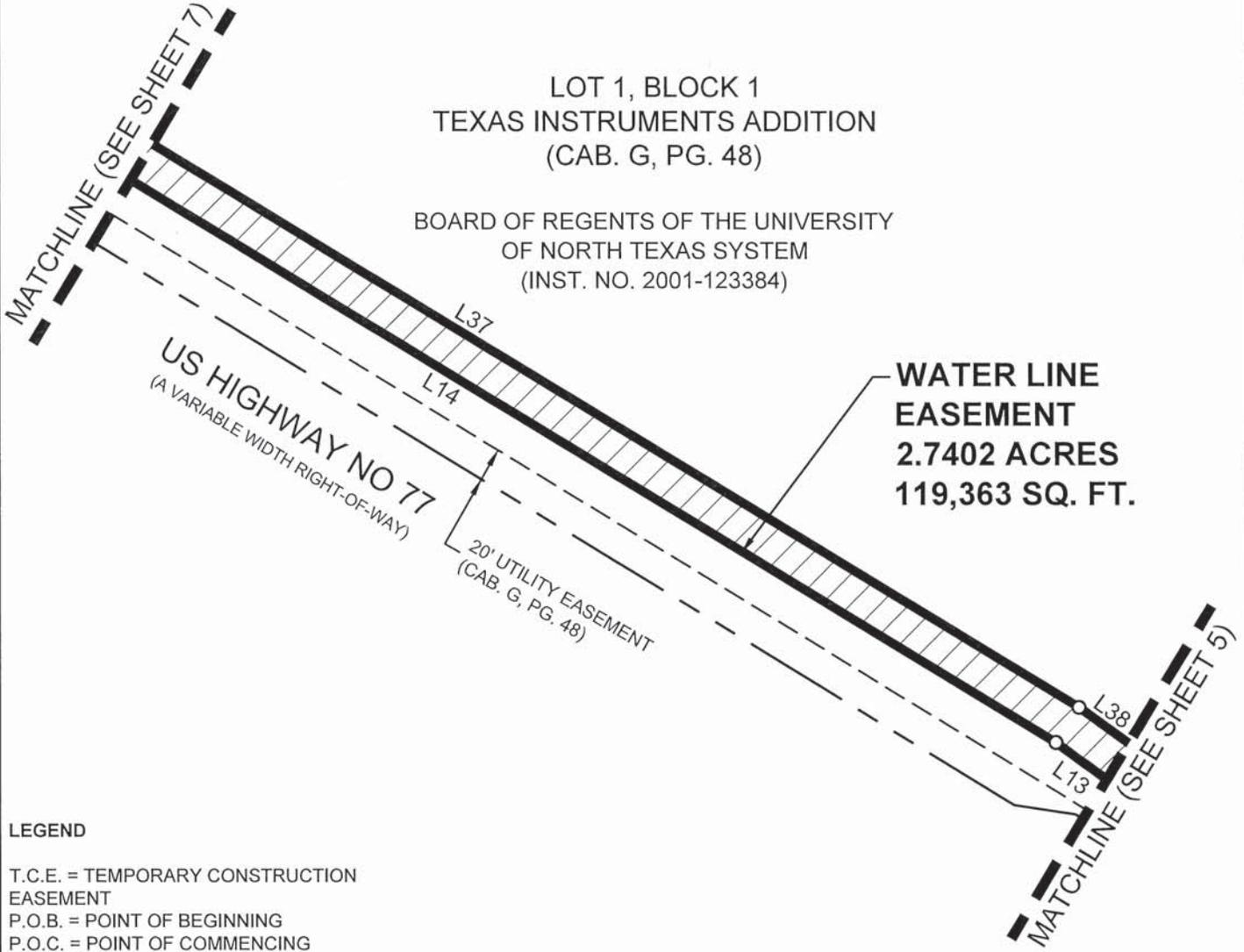
Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	1/8/23	061024040	5 OF 11



LOT 1, BLOCK 1  
TEXAS INSTRUMENTS ADDITION  
(CAB. G, PG. 48)

BOARD OF REGENTS OF THE UNIVERSITY  
OF NORTH TEXAS SYSTEM  
(INST. NO. 2001-123384)



**LEGEND**

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

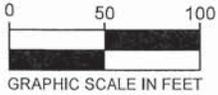
WATER LINE EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J.S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

# Kimley»Horn

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

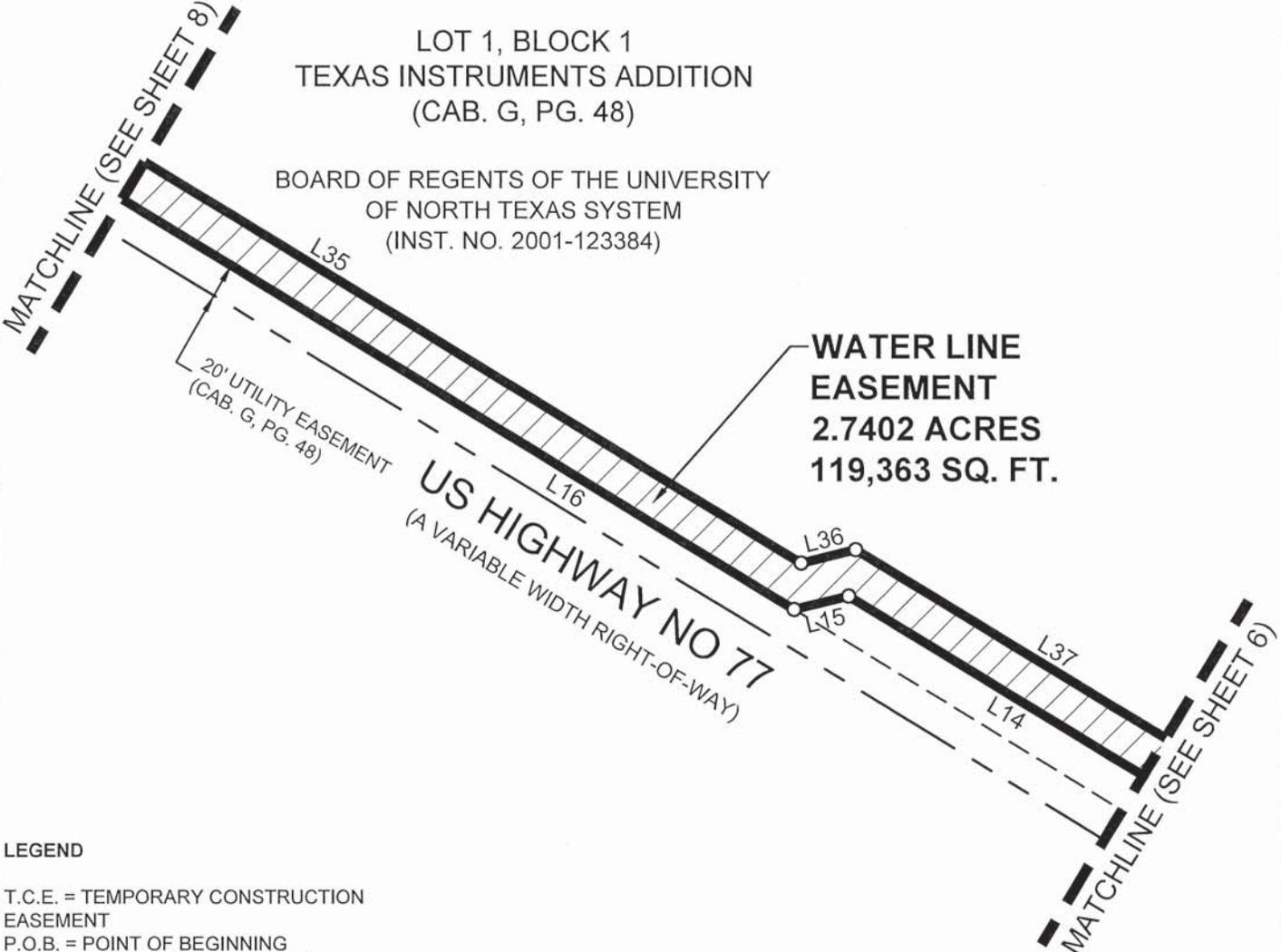
Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	1/8/23	061024040	6 OF 11



LOT 1, BLOCK 1  
TEXAS INSTRUMENTS ADDITION  
(CAB. G, PG. 48)

BOARD OF REGENTS OF THE UNIVERSITY  
OF NORTH TEXAS SYSTEM  
(INST. NO. 2001-123384)



**LEGEND**

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

WATER LINE EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J.S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

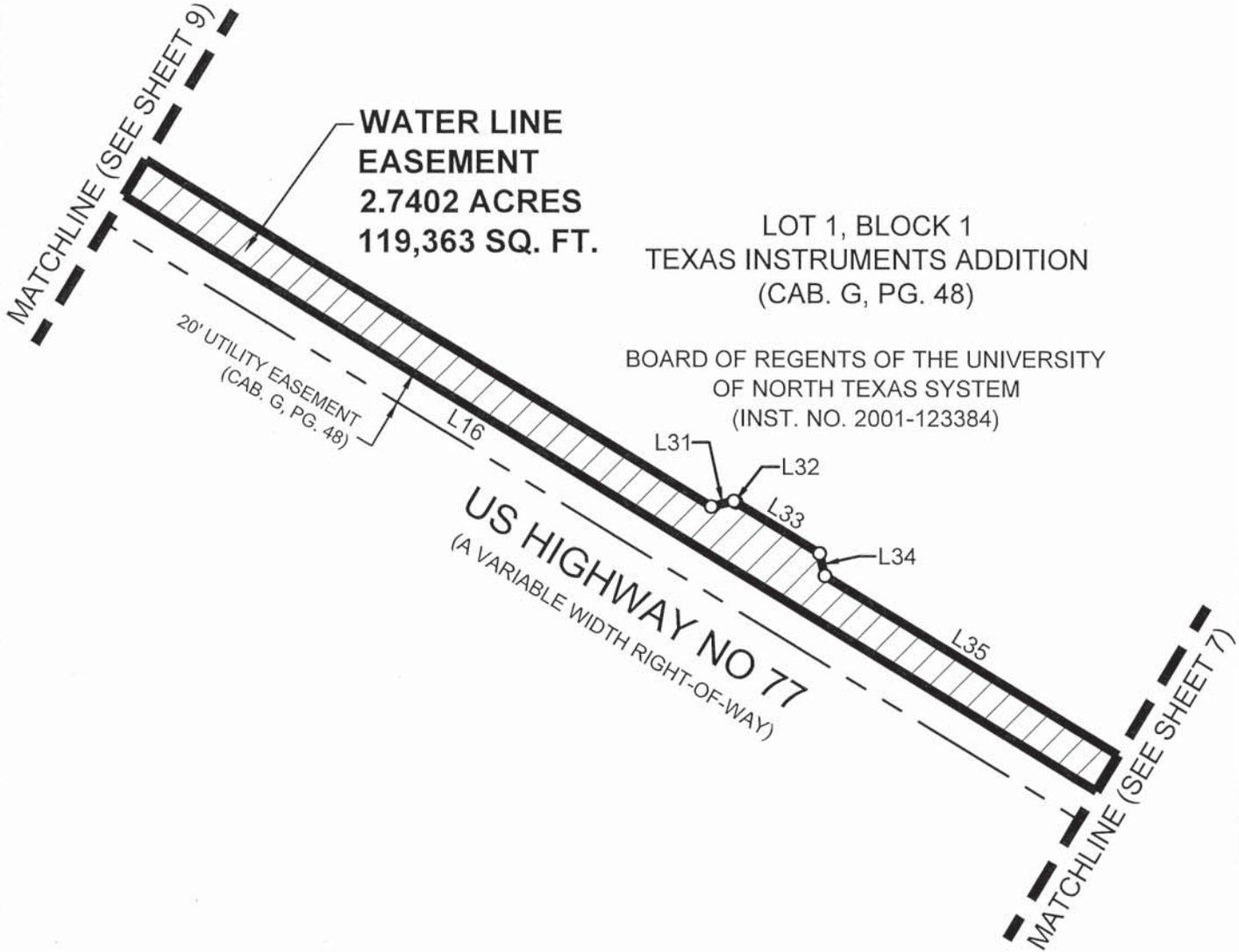
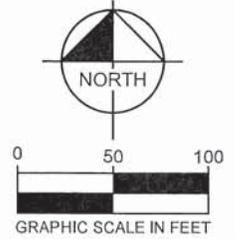
## Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	1/8/23	061024040	7 OF 11

LEGEND

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCING  
 IRF = IRON ROD FOUND



LOT 1, BLOCK 1  
 TEXAS INSTRUMENTS ADDITION  
 (CAB. G, PG. 48)

BOARD OF REGENTS OF THE UNIVERSITY  
 OF NORTH TEXAS SYSTEM  
 (INST. NO. 2001-123384)

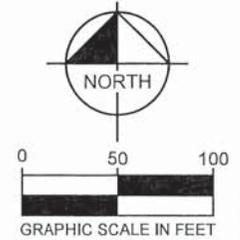
US HIGHWAY NO 77  
 (A VARIABLE WIDTH RIGHT-OF-WAY)

WATER LINE EASEMENT  
 N. WADE SURVEY,  
 ABSTRACT NO. 1407 &  
 J.S. COLLARD SURVEY,  
 ABSTRACT NO. 297  
 CITY OF DENTON,  
 DENTON COUNTY, TEXAS

<b>Kimley»Horn</b>				
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040			Tel. No. (817) 335-6511 www.kimley-horn.com	
Scale 1" = 100'	Drawn by CDP	Checked by MCB	Date 1/8/23	Sheet No. 061024040 8 OF 11

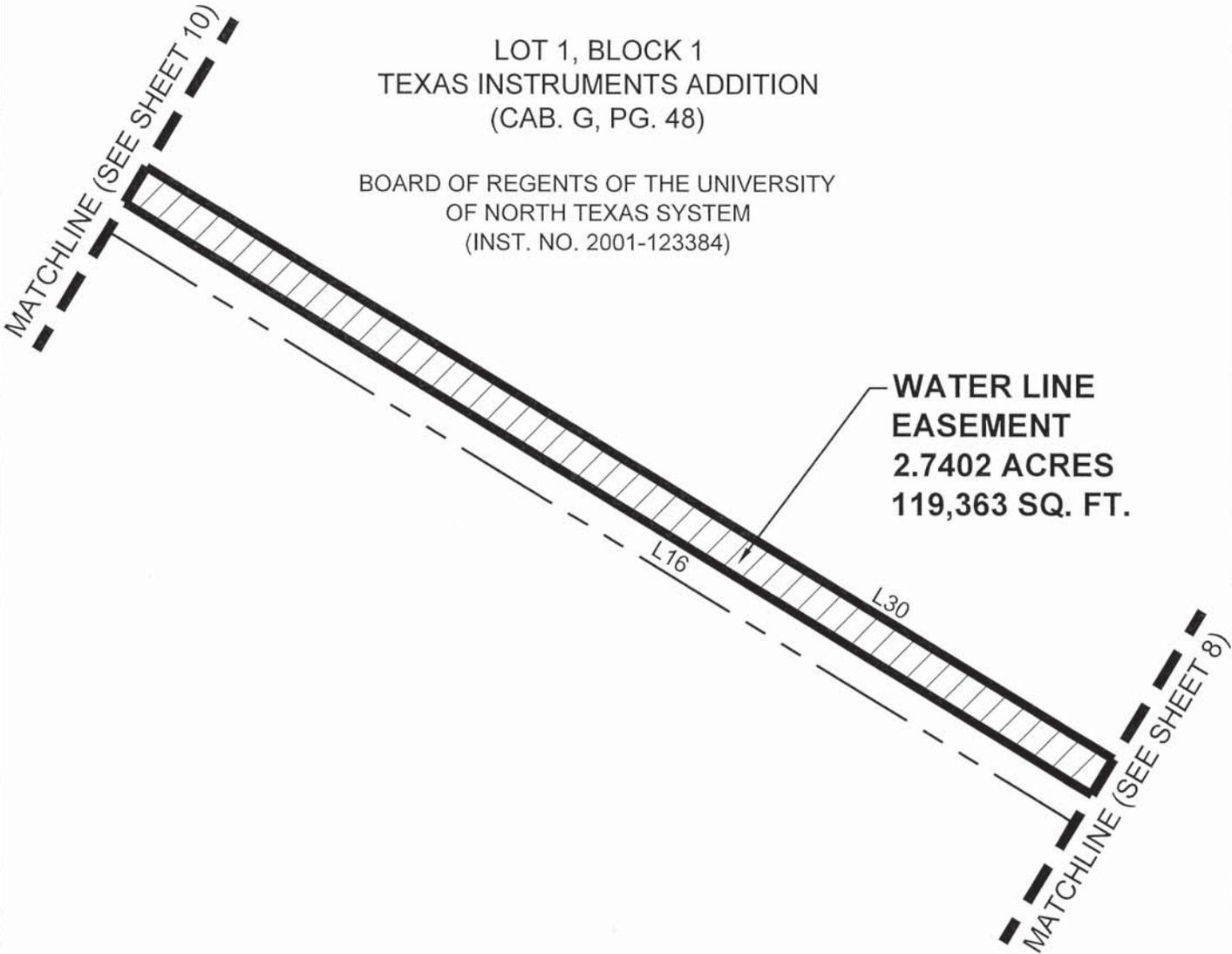
LEGEND

T.C.E. = TEMPORARY CONSTRUCTION  
EASEMENT  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCING  
IRF = IRON ROD FOUND



LOT 1, BLOCK 1  
TEXAS INSTRUMENTS ADDITION  
(CAB. G, PG. 48)

BOARD OF REGENTS OF THE UNIVERSITY  
OF NORTH TEXAS SYSTEM  
(INST. NO. 2001-123384)



**WATER LINE  
EASEMENT  
2.7402 ACRES  
119,363 SQ. FT.**

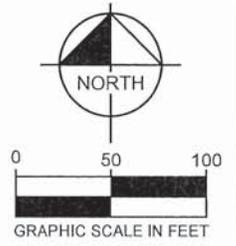
WATER LINE EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J.S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	1/8/23	061024040	9 OF 11

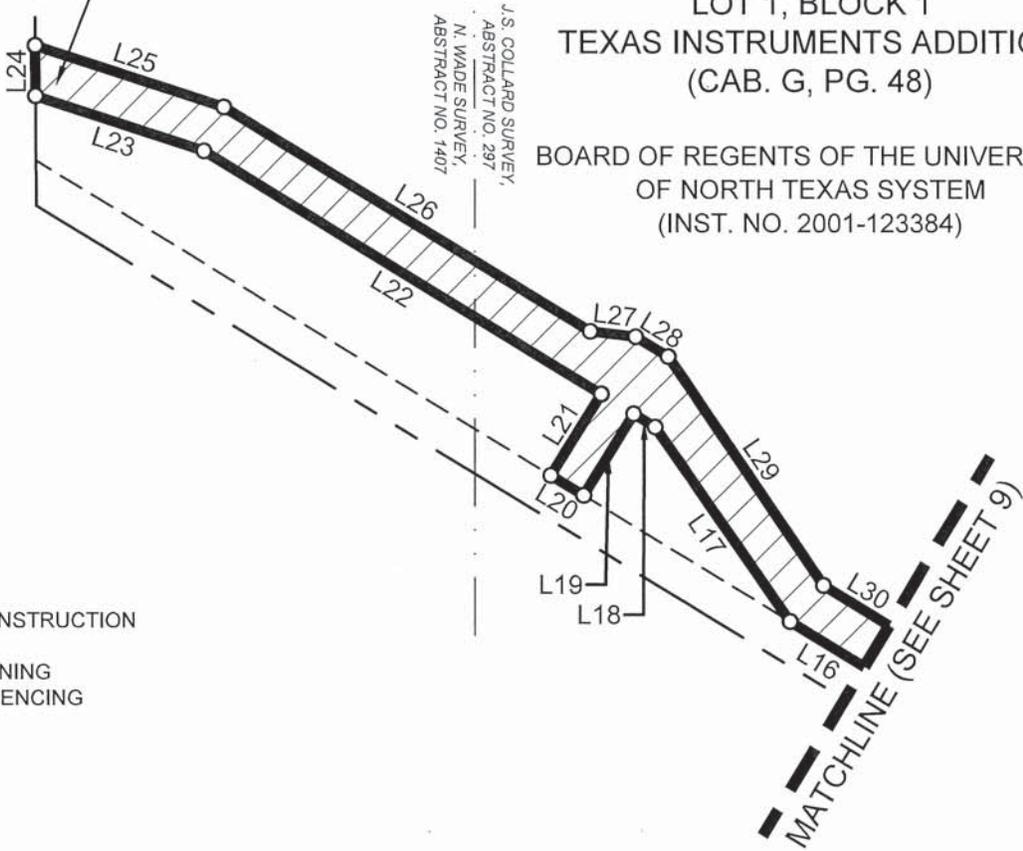


**BONNIE BRAE STREET**  
(A 90-FOOT WIDE RIGHT-OF-WAY)

**WATER LINE EASEMENT**  
**2.7402 ACRES**  
**119,363 SQ. FT.**

**LOT 1, BLOCK 1**  
**TEXAS INSTRUMENTS ADDITION**  
**(CAB. G, PG. 48)**

**BOARD OF REGENTS OF THE UNIVERSITY**  
**OF NORTH TEXAS SYSTEM**  
**(INST. NO. 2001-123384)**



**LEGEND**

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

**WATER LINE EASEMENT**  
**N. WADE SURVEY,**  
**ABSTRACT NO. 1407 &**  
**J.S. COLLARD SURVEY,**  
**ABSTRACT NO. 297**  
**CITY OF DENTON,**  
**DENTON COUNTY, TEXAS**

Kimley»Horn

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102      FIRM # 10194040      Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	1/8/23	061024040	10 OF 11

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°42'53"W	30.70'
L2	N27°17'51"W	19.18'
L3	N89°42'53"W	418.52'
L4	N87°36'40"W	80.61'
L5	N89°11'27"W	232.12'
L6	N73°47'54"W	175.85'
L7	N58°45'39"W	366.49'
L8	N55°19'02"W	115.54'
L9	N36°06'30"W	26.69'
L10	N58°42'30"W	261.62'
L11	N58°43'27"W	106.71'
L12	N36°27'54"W	17.89'
L13	N54°10'54"W	225.70'
L14	N58°50'09"W	845.80'
L15	S76°09'51"W	32.47'
L16	N58°43'29"W	1862.49'
L17	N34°50'02"W	123.55'
L18	N58°43'38"W	13.32'
L19	S31°37'51"W	50.02'
L20	N58°43'27"W	20.00'
L21	N31°37'51"E	50.02'
L22	N58°43'38"W	243.83'
L23	N71°59'15"W	92.94'

LINE TABLE		
NO.	BEARING	LENGTH
L24	N00°21'38"W	26.34'
L25	S71°59'15"E	104.15'
L26	S58°43'39"E	224.82'
L27	S83°15'18"E	24.09'
L28	S58°43'32"E	20.00'
L29	S34°11'44"E	144.40'
L30	S58°43'07"E	1118.14'
L31	N76°08'35"E	13.83'
L32	S58°44'15"E	1.51'
L33	S58°38'36"E	58.45'
L34	S13°38'36"E	13.67'
L35	S58°43'27"E	649.49'
L36	N76°09'51"E	32.44'
L37	S58°50'09"E	857.17'
L38	S54°10'54"E	230.61'
L39	S36°27'54"E	16.87'
L40	S58°43'27"E	101.79'
L41	S58°43'08"E	266.51'
L42	S36°06'30"E	54.28'
L43	S58°43'02"E	433.39'
L44	S74°00'13"E	186.70'
L45	S89°10'54"E	226.20'
L46	S00°18'51"W	25.02'

WATER LINE EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J.S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDP	MCB	1/8/23	061024040	11 OF 11

**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.**

**TEMPORARY CONSTRUCTION GRADING & ACCESS EASEMENT**

STATE OF TEXAS           §  
                                          §  
COUNTY OF DENTON       §

**KNOW ALL MEN BY THESE PRESENTS:**

THAT the UNIVERSITY OF NORTH TEXAS SYSTEM, on behalf of its component institution, the University of North Texas (f/k/a North Texas State University), an agency of the State of Texas ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by the City of Denton, a Texas home rule municipal corporation ("Grantee"), 215 E. McKinney, Denton, Texas 76201, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto Grantee a temporary construction, grading and access easement being a 4.0024 acre tract in, along, upon, under, over and across the following described property, owned by Grantor, and situated in Denton County, Texas, located in the N. Wade Survey, Abstract Number 1407 and the J.S. Collard Survey, Abstract No. 297, (the "Property"), to wit:

**PROPERTY AREA DESCRIBED IN EXHIBIT "A"  
AND DEPICTED IN EXHIBIT "A"  
ALL ATTACHED HERETO AND MADE A PART HEREOF**

This grant of Temporary Easement is subject to all matter of record affecting the Property and to visible and apparent easements not of record. Grantee, its agents, employees, contractors, workers and representatives shall have the right of ingress, egress and regress in, along, upon, under and across said Property for the purpose of construction activities, grading activities and access for the NW Booster Water Transmission Main project (the "Permitted Use"). It is agreed that the Grantee, in consideration of the benefits above set out, will remove from the Property above described, such fences, and other obstructions as may now be found upon said Property, for the purpose of construction activities, grading activities and access in, along, upon, under and across said Property. Its is specifically stipulated by Grantor that the scope of the access, construction and grading activities shall include the clearing and removal of vegetation and trees that exist within the Property. Grantee shall, at no cost or expense to Grantor, promptly repair any damage caused by Grantee or its agents, employees, contractors, workers, or representatives to the Property and restore Property to the same condition in which the Property existed prior to Grantee's entry

thereon. At the close of each day and upon the expiration or termination of this grant, the Property shall be left in a neat, clean, and sanitary condition, free of all trash and construction debris or in a similar condition prior to Grantee's entry thereon. Following Grantee's completion of its activities related to the Permitted Use, Grantee shall, at its sole cost and expense remove all items utilized in connection with the Permitted Use, and shall reinstall to the extent reasonably possible the items removed and return the Property to the same condition in which the Property existed prior to Grantee's entry thereon.

The Temporary Easement shall only be used for the Permitted Use on and in the Property. All activities of Grantee on the Property pursuant to this grant of Temporary Easement shall be performed in accordance with all applicable laws, codes, ordinances, rules, regulations, and other matters affecting the Property, Grantor, and Grantee. Grantee shall not permit any of its employees, agents, contractors, subcontractors, or suppliers to locate, generate, manufacture, use or dispose on or about the Property any chemical, pollutant, waste or other substance that is the subject of any law or regulation pertaining to public health, safety, protection, or conservation of the environment or regulation of Hazardous Substances (defined as any and all pollutants, toxic substances or hazardous substances, substances or waste).

Grantor may use the Property for any and all purposes which do not unreasonably interfere with or prevent the use by Grantee of the Property for the Permitted Use. Grantor reserves and retains the right to grant other rights and easements across, over or under the Property to such other persons as Grantor deems proper, provided such other grants do not unreasonably interfere with the use of the Property by Grantee for the Permitted Use.

The term of this grant shall commence upon the issuance of the "Contractor Notice to Proceed Letter for the NW Booster Water Transmission Main project and shall expire two (2) years from the date of the "Contractor Notice to Proceed Letter".

TO HAVE AND TO HOLD unto the said City of Denton, Texas as aforesaid for the purposes aforesaid the Property above described.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTOR:  
University of North Texas System

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

After Recording, Return to:  
Development Services – Real Estate  
401 N. Elm Street  
Denton, TX 76201

**LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT**

**BEING** a 4.0024 acre (174,346 square foot) tract of land situated in the N. Wade Survey, Abstract No. 1407 and the J.S. Collard Survey, Abstract No. 297, City of Denton, Denton County Texas; said tract being part of Lot 1, Block 1, Texas Instrument Addition, an addition to the City of Denton according to the plat recorded in Cabinet A, Page 48 of the Plat Records of Denton County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Board of Regents of The University of North Texas System, recorded in Instrument No. 2001-123384 of the Official Public Records of Denton County, Texas; said tracts being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod found at the southeast corner of that tract of land described in Special Warranty Deed to City of Denton recorded in Instrument No. 00-105424 of the Official Public Records of Denton County, Texas; from said point a 5/8-inch iron rod found in the east line of said City of Denton tract bears North 00°14'05" East, a distance of 124.87 feet;

**THENCE** North 89°42'53" West, along the south line of said City of Denton tract, a distance of 30.70 feet to a point in the north right-of-way line of Riney Road;

**THENCE** North 27°17'51" West, along the said north line of Riney Road, a distance of 19.18 feet to a point;

**THENCE** North 89°42'53" West, continuing along the said north line of Riney Road, a distance of 418.52 feet to a point; said point being the southwest corner of a tract of land described in deed to Beall Denton Partners L.P. tract as recorded in Instrument No. 03-201926 of the said Official Public Records; said point also being in the east right-of-way line of Nicosia Street (an 80-foot wide right-of-way);

**THENCE** North 87°36'40" West, departing the said east line of Nicosia Street, a distance of 80.61 feet to a point; said point being the southeast corner of said Lot 1, Block 1; said point also being in the west line of Nicosia Street;

**THENCE** North 00°18'51" East, along the said west line of Nicosia Street, a distance of 25.02 feet to the **POINT OF BEGINNING**;

**THENCE** North 89°10'54" West, departing the said west line of Nicosia Street, a distance of 226.20 feet to a point for corner;

**THENCE** North 74°00'13" West, a distance of 186.70 feet to a point for corner;

**THENCE** North 58°43'02" West, a distance of 433.39 feet to a point for corner;

**THENCE** North 36°06'30" West, a distance of 54.28 feet to a point for corner;

**THENCE** North 58°43'08" West, a distance of 266.51 feet to a point for corner;

**THENCE** North 58°43'27" West, a distance of 101.79 feet to a point for corner;

**THENCE** North 36°27'54" West, a distance of 16.87 feet to a point for corner;

**THENCE** North 54°10'54" West, a distance of 230.61 feet to a point for corner;

TEMPORARY  
CONSTRUCTION EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J. S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

<h1 style="margin: 0;">Kimley»Horn</h1>	
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102	FIRM # 10194040
Tel. No. (817) 335-6511 www.kimley-horn.com	
<u>Scale</u>	<u>Drawn by</u>
N/A	CDP
<u>Checked by</u>	<u>Date</u>
MCB	5/6/2022
<u>Project No.</u>	<u>Sheet No.</u>
061024040	1 OF 12

**THENCE** North 58°50'09" West, a distance of 857.17 feet to a point for corner;  
**THENCE** South 76°09'51" West, a distance of 32.44 feet to a point for corner;  
**THENCE** North 58°43'27" West, a distance of 649.49 feet to a point for corner;  
**THENCE** North 13°38'36" West, a distance of 13.67 feet to a point for corner;  
**THENCE** North 58°38'44" West, a distance of 59.97 feet to a point for corner;  
**THENCE** South 76°08'35" West, a distance of 13.83 feet to a point for corner;  
**THENCE** North 58°43'07" West, a distance of 1,118.14 feet to a point for corner;  
**THENCE** North 34°11'47" West, a distance of 144.41 feet to a point for corner;  
**THENCE** North 58°43'32" West, a distance of 20.00 feet to a point for corner;  
**THENCE** North 83°15'18" West, a distance of 24.09 feet to a point for corner;  
**THENCE** North 58°43'39" West, a distance of 224.82 feet to a point for corner;

**THENCE** North 71°59'15" West, a distance of 104.15 feet to a point for corner in the east right-of-way line of Bonnie Brae Street (a 60-foot wide right-of-way);

**THENCE** North 00°21'38" West, along the said east line of Bonnie Brae Street, a distance of 21.07 feet to a point for corner;

**THENCE** South 71°59'15" East, departing the said east line of Bonnie Brae Street, a distance of 113.12 feet to a point for corner;

**THENCE** South 58°43'39" East, a distance of 227.15 feet to a point for corner;  
**THENCE** South 83°15'18" East, a distance of 24.09 feet to a point for corner;  
**THENCE** South 58°43'32" East, a distance of 20.00 feet to a point for corner;  
**THENCE** South 34°52'31" East, a distance of 148.27 feet to a point for corner;  
**THENCE** South 58°43'07" East, a distance of 1,105.17 feet to a point for corner;  
**THENCE** North 76°08'35" East, a distance of 13.85 feet to a point for corner;  
**THENCE** South 58°38'36" East, a distance of 77.00 feet to a point for corner;  
**THENCE** South 13°38'36" East, a distance of 13.66 feet to a point for corner;  
**THENCE** South 58°43'27" East, a distance of 357.43 feet to a point for corner;  
**THENCE** North 31°16'28" East, a distance of 603.81 feet to a point for corner;  
**THENCE** South 58°43'32" East, a distance of 45.00 feet to a point for corner;  
**THENCE** South 31°16'28" West, a distance of 603.81 feet to a point for corner;  
**THENCE** South 58°43'27" East, a distance of 230.46 feet to a point for corner;

TEMPORARY  
 CONSTRUCTION EASEMENT  
 N. WADE SURVEY,  
 ABSTRACT NO. 1407 &  
 J. S. COLLARD SURVEY,  
 ABSTRACT NO. 297  
 CITY OF DENTON,  
 DENTON COUNTY, TEXAS

<h1 style="margin: 0;">Kimley»Horn</h1>		801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102      FIRM # 10194040      Tel. No. (817) 335-6511 <a href="http://www.kimley-horn.com">www.kimley-horn.com</a>	
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>
N/A	CDP	MCB	5/6/2022
<u>Project No.</u>		<u>Sheet No.</u>	
061024040		2 OF 12	

THENCE North 76°09'51" East, a distance of 32.42 feet to a point for corner;  
THENCE South 58°50'09" East, a distance of 853.37 feet to a point for corner;

THENCE North 31°16'28" East, a distance of 77.61 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

THENCE in a southeasterly direction, with said non-tangent curve to the left, having a radius of 376.53 feet, a central angle of 22°07'24", and a chord bearing and distance of South 71°47'29" East, 144.49 feet and an arc distance of 145.39 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

THENCE in a southeasterly direction, with said non-tangent curve to the left, having a radius of 306.92 feet, a central angle of 16°57'37", and a chord bearing and distance of South 89°44'35" East, 90.52 feet and an arc distance of 90.85 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

THENCE in a northeasterly direction, with said non-tangent curve to the left, having a radius of 317.18 feet, a central angle of 19°47'44", and a chord bearing and distance of North 74°56'16" East, 109.04 feet and an arc distance of 109.58 feet to a point for corner;

THENCE North 31°16'28" East, a distance of 119.65 feet to a point for corner;  
THENCE South 58°43'32" East, a distance of 30.00 feet to a point for corner;  
THENCE South 31°16'28" West, a distance of 380.08 feet to a point for corner;  
THENCE South 58°43'27" East, a distance of 35.79 feet to a point for corner;  
THENCE South 58°34'59" East, a distance of 272.06 feet to a point for corner;  
THENCE South 36°06'30" East, a distance of 52.60 feet to a point for corner;  
THENCE South 58°43'02" East, a distance of 426.71 feet to a point for corner;  
THENCE South 74°06'22" East, a distance of 182.56 feet to a point for corner;  
THENCE South 89°11'38" East, a distance of 222.10 feet to a point for corner;

THENCE South 00°18'51" West, a distance of 20.05 feet to the **POINT OF BEGINNING** and containing 174,346 square feet or 4.0024 acres of land, more or less.

**NOTES**

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tracts.

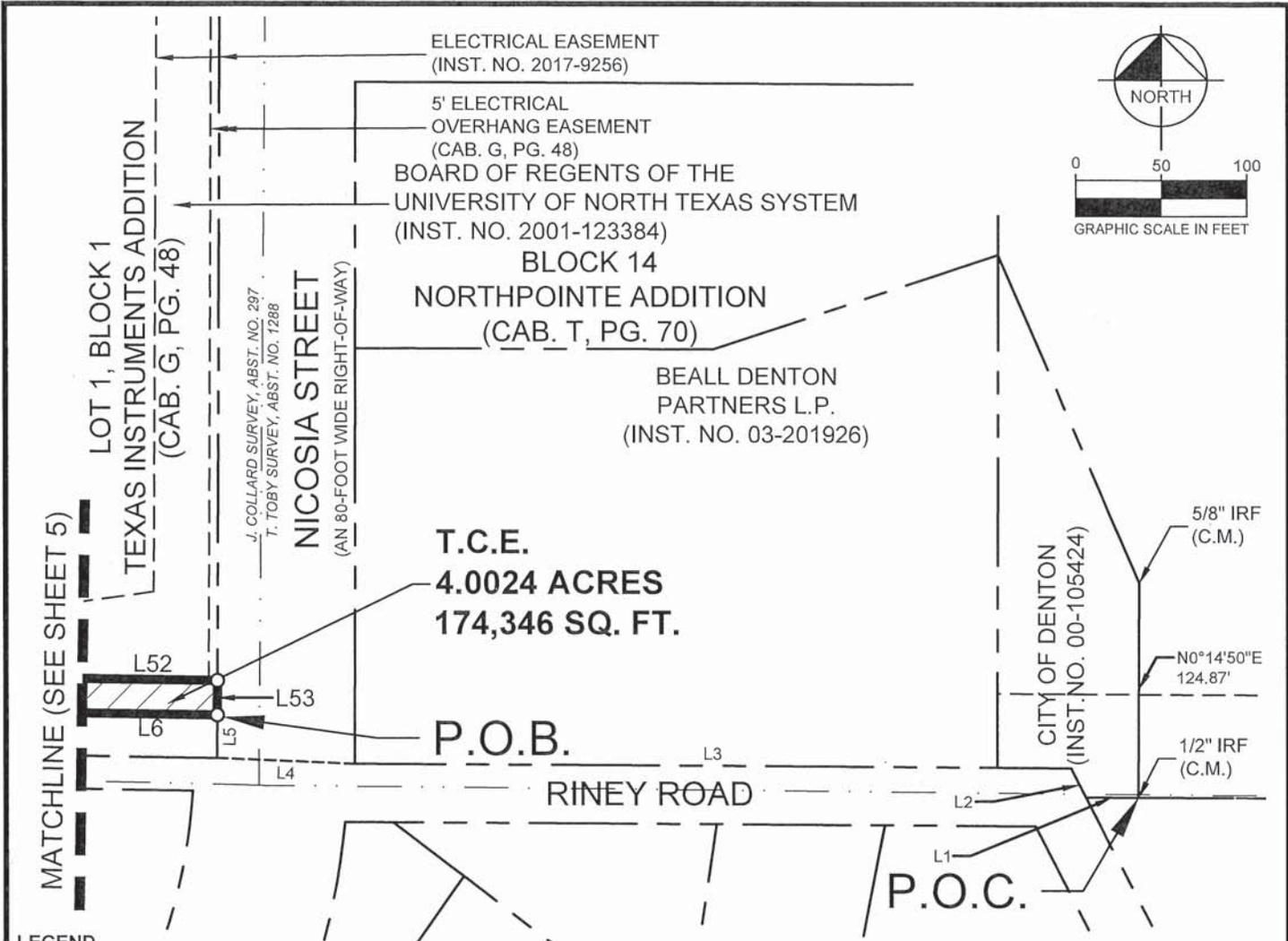
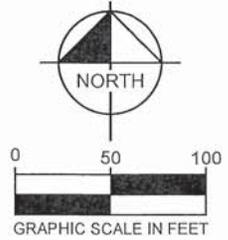
TEMPORARY  
CONSTRUCTION EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J. S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

 8/1/23

MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
PH. 817-335-6511  
michael.billingsley@kimley-horn.com



<b>Kimley»Horn</b>		801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102		FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.		
N/A	CDP	MCB	5/6/2022	061024040	3 OF 12		



**LEGEND**

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

**NOTES**

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A metes & bounds of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the plat of survey accurately sets out the metes & bounds of the easement tracts.

*[Signature]*  
 8/1/23  
 MICHAEL C. BILLINGSLEY  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6558  
 801 CHERRY STREET,  
 UNIT 11 SUITE 1300  
 FORT WORTH, TEXAS 76102  
 PH. 817-335-6511  
 michael.billingsley@kimley-horn.com

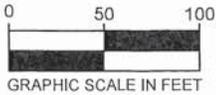


**TEMPORARY  
 CONSTRUCTION EASEMENT  
 N. WADE SURVEY,  
 ABSTRACT NO. 1407 &  
 J. S. COLLARD SURVEY,  
 ABSTRACT NO. 297  
 CITY OF DENTON,  
 DENTON COUNTY, TEXAS**

**Kimley»Horn**

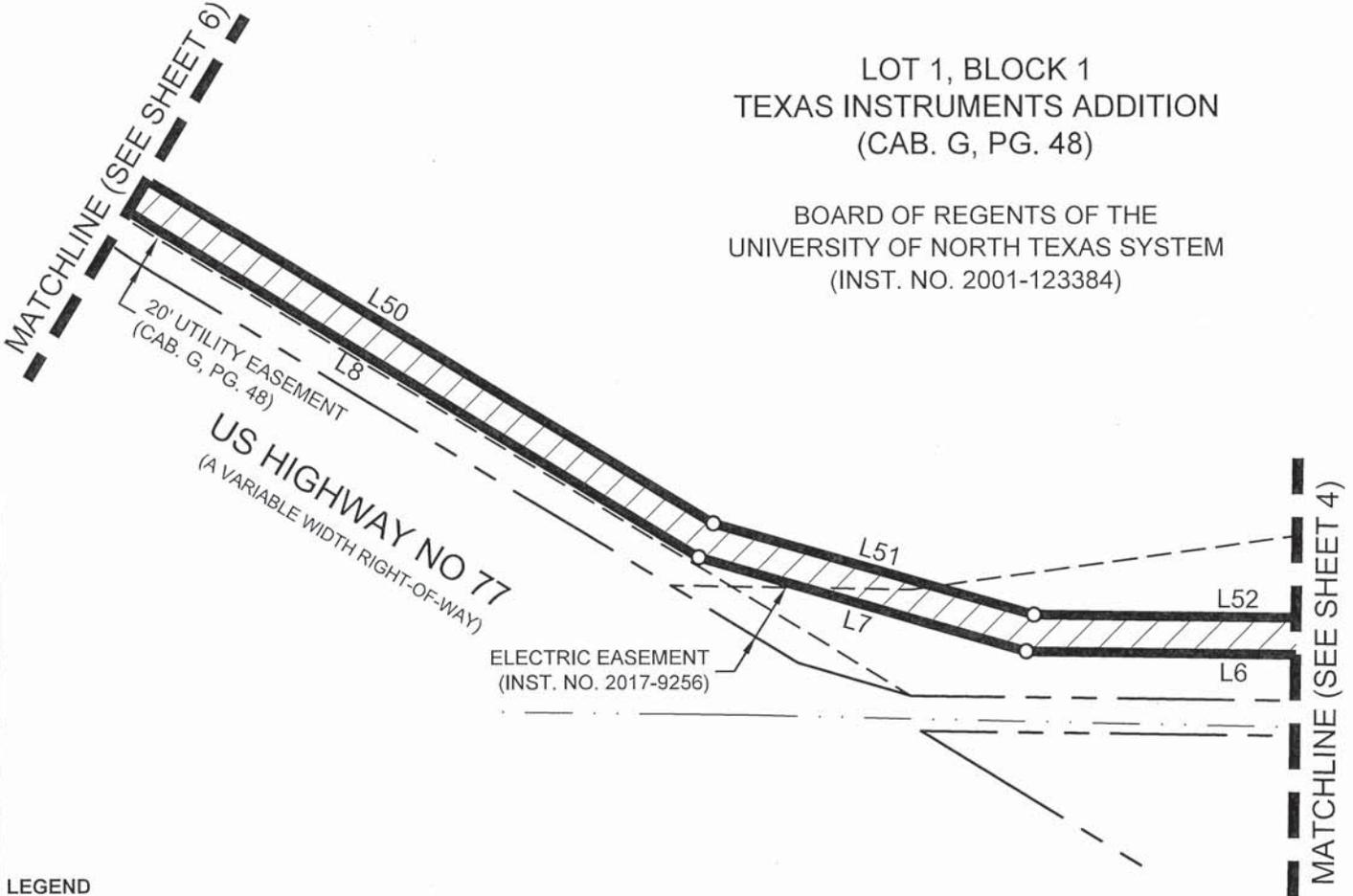
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	5/6/2022	061024040	4 OF 12



LOT 1, BLOCK 1  
 TEXAS INSTRUMENTS ADDITION  
 (CAB. G, PG. 48)

BOARD OF REGENTS OF THE  
 UNIVERSITY OF NORTH TEXAS SYSTEM  
 (INST. NO. 2001-123384)

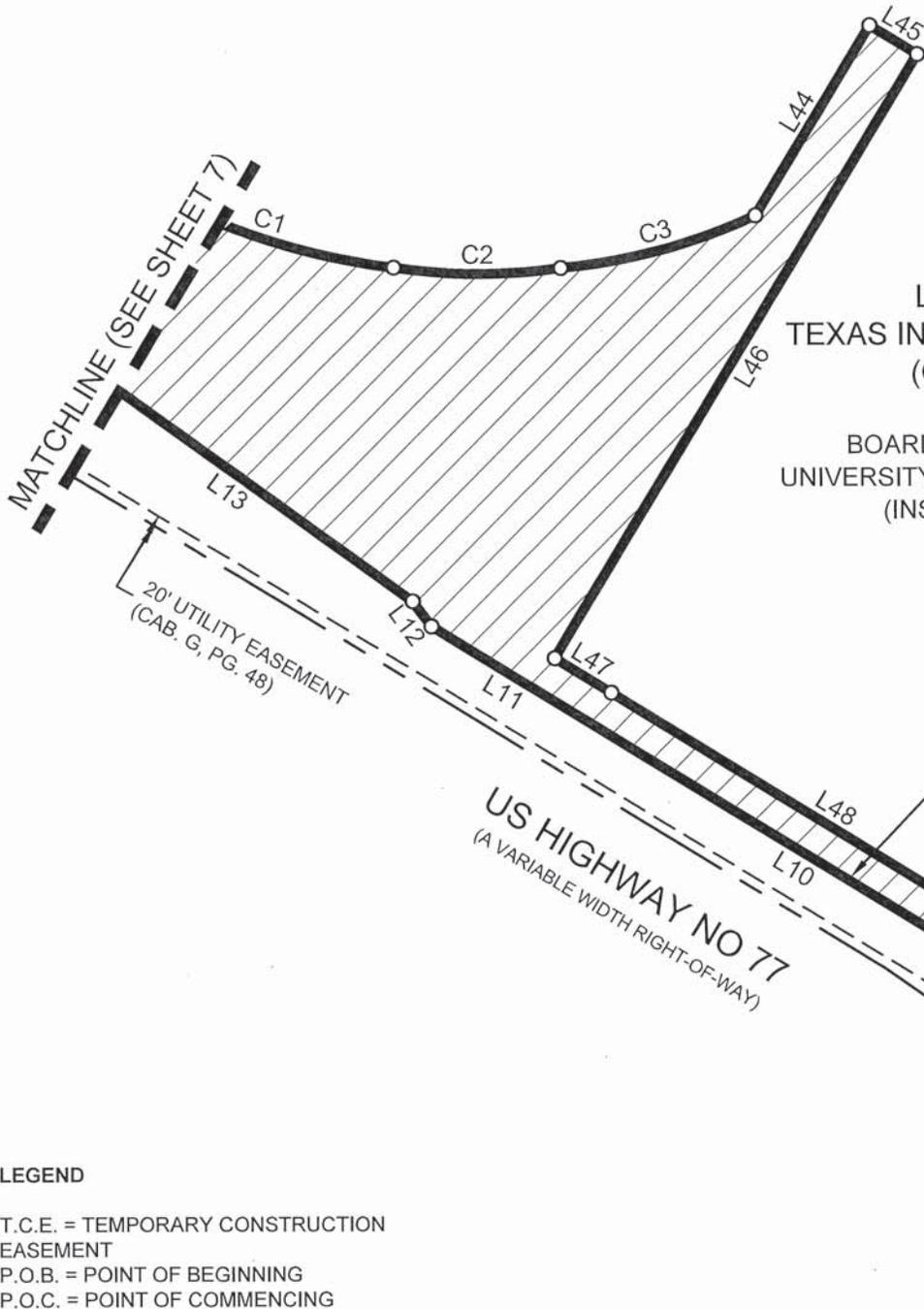
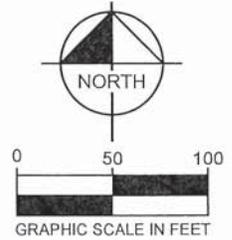


**LEGEND**

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

TEMPORARY  
 CONSTRUCTION EASEMENT  
 N. WADE SURVEY,  
 ABSTRACT NO. 1407 &  
 J. S. COLLARD SURVEY,  
 ABSTRACT NO. 297  
 CITY OF DENTON,  
 DENTON COUNTY, TEXAS

<h1>Kimley»Horn</h1>					
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102			FIRM # 10194040		
			Tel. No. (817) 335-6511 www.kimley-horn.com		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	5/6/2022	061024040	5 OF 12



LOT 1, BLOCK 1  
TEXAS INSTRUMENTS ADDITION  
(CAB. G, PG. 48)

BOARD OF REGENTS OF THE  
UNIVERSITY OF NORTH TEXAS SYSTEM  
(INST. NO. 2001-123384)

T.C.E.  
4.0024 ACRES  
174,346 SQ. FT.

US HIGHWAY NO 77  
(A VARIABLE WIDTH RIGHT-OF-WAY)

**LEGEND**

T.C.E. = TEMPORARY CONSTRUCTION  
EASEMENT  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCING  
IRF = IRON ROD FOUND

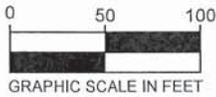
TEMPORARY  
CONSTRUCTION EASEMENT  
N. WADE SURVEY,  
ABSTRACT NO. 1407 &  
J. S. COLLARD SURVEY,  
ABSTRACT NO. 297  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	5/6/2022	061024040	6 OF 12

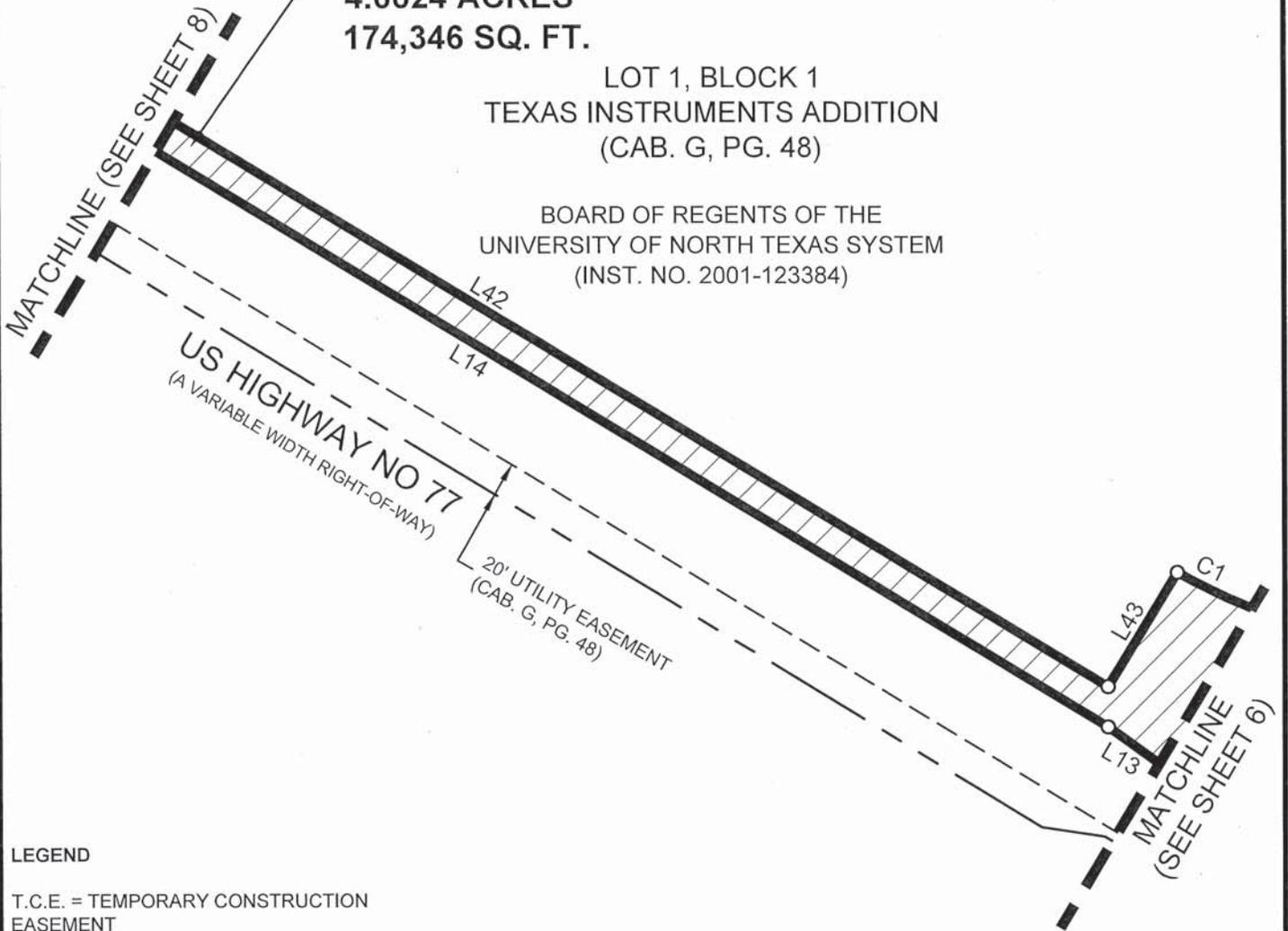


GRAPHIC SCALE IN FEET

T.C.E.  
4.0024 ACRES  
174,346 SQ. FT.

LOT 1, BLOCK 1  
TEXAS INSTRUMENTS ADDITION  
(CAB. G, PG. 48)

BOARD OF REGENTS OF THE  
UNIVERSITY OF NORTH TEXAS SYSTEM  
(INST. NO. 2001-123384)



LEGEND

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

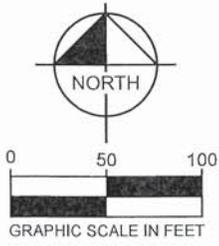
TEMPORARY  
CONSTRUCTION EASEMENT  
THOMAS TOBY SURVEY,  
ABSTRACT NO. 1288  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

# Kimley»Horn

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	5/6/2022	061024040	7 OF 12



**LEGEND**  
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCING  
 IRF = IRON ROD FOUND

LOT 1, BLOCK 1  
 TEXAS INSTRUMENTS ADDITION  
 (CAB. G, PG. 48)

BOARD OF REGENTS OF THE  
 UNIVERSITY OF NORTH TEXAS SYSTEM  
 (INST. NO. 2001-123384)

**T.C.E.**  
**4.0024 ACRES**  
**174,346 SQ. FT.**

MATCHLINE (SEE SHEET 9)

20' UTILITY EASEMENT  
 (CAB. G, PG. 48)

US HIGHWAY NO 77  
 (A VARIABLE WIDTH RIGHT-OF-WAY)

MATCHLINE (SEE SHEET 7)

**T.C.E.**  
**4.0024 ACRES**  
**174,346 SQ. FT.**

LOT 1, BLOCK 1  
 TEXAS INSTRUMENTS ADDITION  
 (CAB. G, PG. 48)

BOARD OF REGENTS OF THE  
 UNIVERSITY OF NORTH TEXAS SYSTEM  
 (INST. NO. 2001-123384)

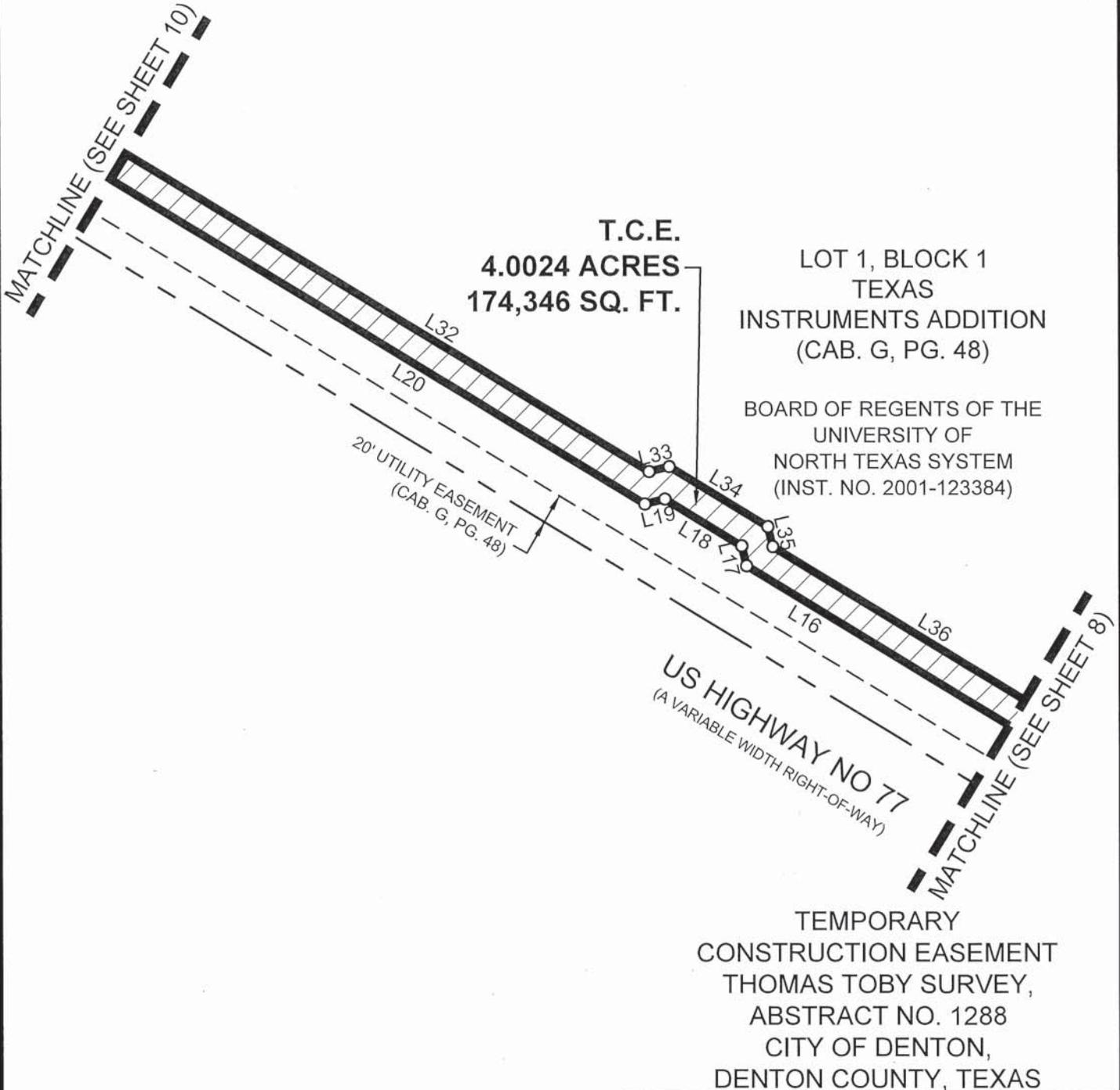
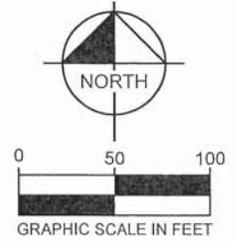
TEMPORARY  
 CONSTRUCTION EASEMENT  
 THOMAS TOBY SURVEY,  
 ABSTRACT NO. 1288  
 CITY OF DENTON,  
 DENTON COUNTY, TEXAS

**Kimley»Horn**  
 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	5/6/2022	061024040	8 OF 12

**LEGEND**

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCING  
 IRF = IRON ROD FOUND



TEMPORARY  
 CONSTRUCTION EASEMENT  
 THOMAS TOBY SURVEY,  
 ABSTRACT NO. 1288  
 CITY OF DENTON,  
 DENTON COUNTY, TEXAS

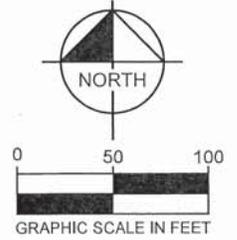
## Kimley»Horn

801 Cherry Street, Unit 11, # 1300  
 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	5/6/2022	061024040	9 OF 12

LEGEND

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCING  
IRF = IRON ROD FOUND



LOT 1, BLOCK 1  
TEXAS  
INSTRUMENTS ADDITION  
(CAB. G, PG. 48)

BOARD OF REGENTS OF THE  
UNIVERSITY OF  
NORTH TEXAS SYSTEM  
(INST. NO. 2001-123384)

T.C.E.  
4.0024 ACRES  
174,346 SQ. FT.

MATCHLINE (SEE SHEET 11)

L32

L20

MATCHLINE (SEE SHEET 9)

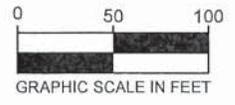
TEMPORARY  
CONSTRUCTION EASEMENT  
THOMAS TOBY SURVEY,  
ABSTRACT NO. 1288  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
www.kimley-horn.com

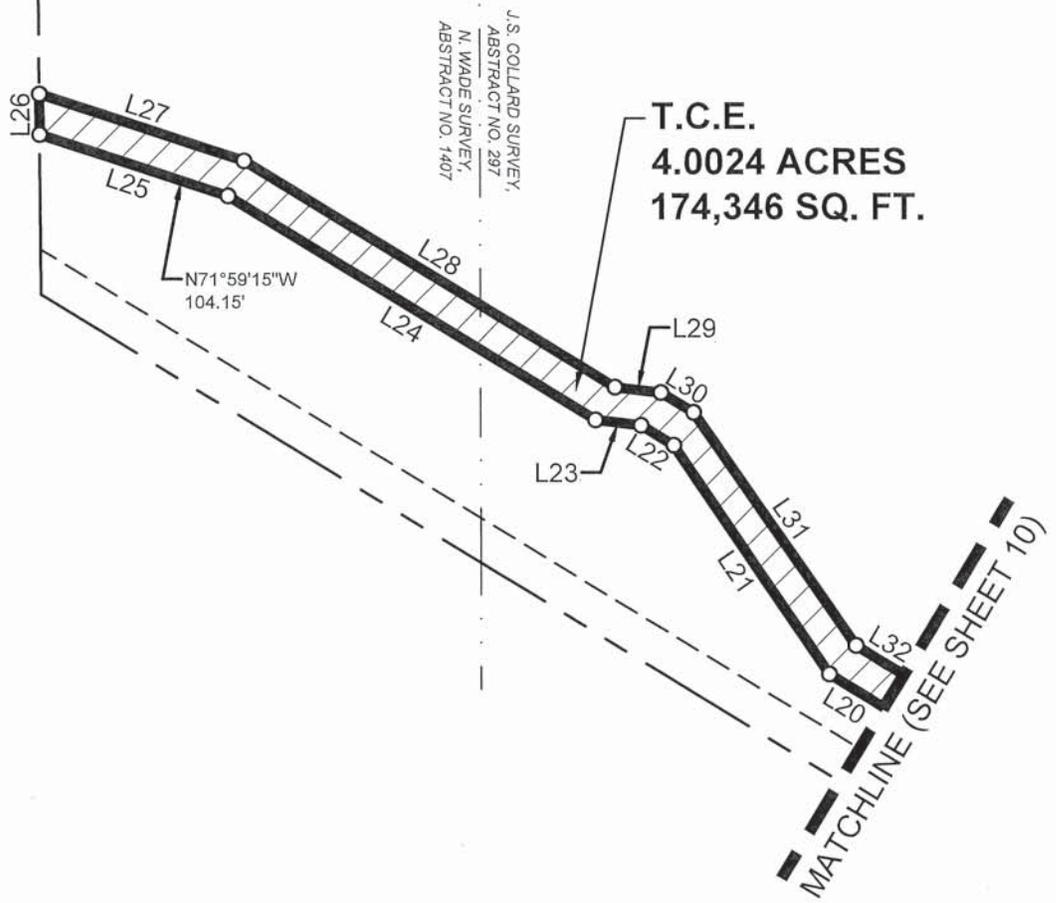
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	5/6/2022	061024040	10 OF 12



**LEGEND**

- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- IRF = IRON ROD FOUND

**BONNIE BRAE STREET**  
(A 60-FOOT WIDE RIGHT-OF-WAY)



**T.C.E.**  
**4.0024 ACRES**  
**174,346 SQ. FT.**

**MATCHLINE (SEE SHEET 10)**

TEMPORARY  
CONSTRUCTION EASEMENT  
THOMAS TOBY SURVEY,  
ABSTRACT NO. 1288  
CITY OF DENTON,  
DENTON COUNTY, TEXAS

<b>Kimley»Horn</b>					
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102			FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	5/6/2022	061024040	11 OF 12

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°42'53"W	30.70'
L2	N27°17'51"W	19.18'
L3	N89°42'53"W	418.52'
L4	N87°36'40"W	80.61'
L5	N00°18'51"E	25.02'
L6	N89°10'54"W	226.20'
L7	N74°00'13"W	186.70'
L8	N58°43'02"W	433.39'
L9	N36°06'30"W	54.28'
L10	N58°43'08"W	266.51'
L11	N58°43'27"W	101.79'
L12	N36°27'54"W	16.87'
L13	N54°10'54"W	230.61'
L14	N58°50'09"W	857.17'
L15	S76°09'51"W	32.44'
L16	N58°43'27"W	649.49'
L17	N13°38'36"W	13.67'
L18	N58°38'44"W	59.97'

LINE TABLE		
NO.	BEARING	LENGTH
L19	S76°08'35"W	13.83'
L20	N58°43'07"W	1118.14'
L21	N34°11'47"W	144.41'
L22	N58°43'32"W	20.00'
L23	N83°15'18"W	24.09'
L24	N58°43'39"W	224.82'
L25	N71°59'15"W	104.15'
L26	N00°21'38"W	21.07'
L27	S71°59'15"E	113.12'
L28	S58°43'39"E	227.15'
L29	S83°15'18"E	24.09'
L30	S58°43'32"E	20.00'
L31	S34°52'31"E	148.27'
L32	S58°43'07"E	1105.17'
L33	N76°08'35"E	13.85'
L34	S58°38'36"E	77.00'
L35	S13°38'36"E	13.66'
L36	S58°43'27"E	357.43'

LINE TABLE		
NO.	BEARING	LENGTH
L37	N31°16'28"E	603.81'
L38	S58°43'32"E	45.00'
L39	S31°16'28"W	603.81'
L40	S58°43'27"E	230.46'
L41	N76°09'51"E	32.42'
L42	S58°50'09"E	853.37'
L43	N31°16'28"E	77.61'
L44	N31°16'28"E	119.65'
L45	S58°43'32"E	30.00'
L46	S31°16'28"W	380.08'
L47	S58°43'27"E	35.79'
L48	S58°34'59"E	272.06'
L49	S36°06'30"E	52.60'
L50	S58°43'02"E	426.71'
L51	S74°06'22"E	182.56'
L52	S89°11'38"E	222.10'
L53	S00°18'51"W	20.05'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	22°07'24"	376.53'	145.39'	S71°47'29"E	144.49'
C2	16°57'37"	306.92'	90.85'	S89°44'35"E	90.52'
C3	19°47'44"	317.18'	109.58'	N74°56'16"E	109.04'

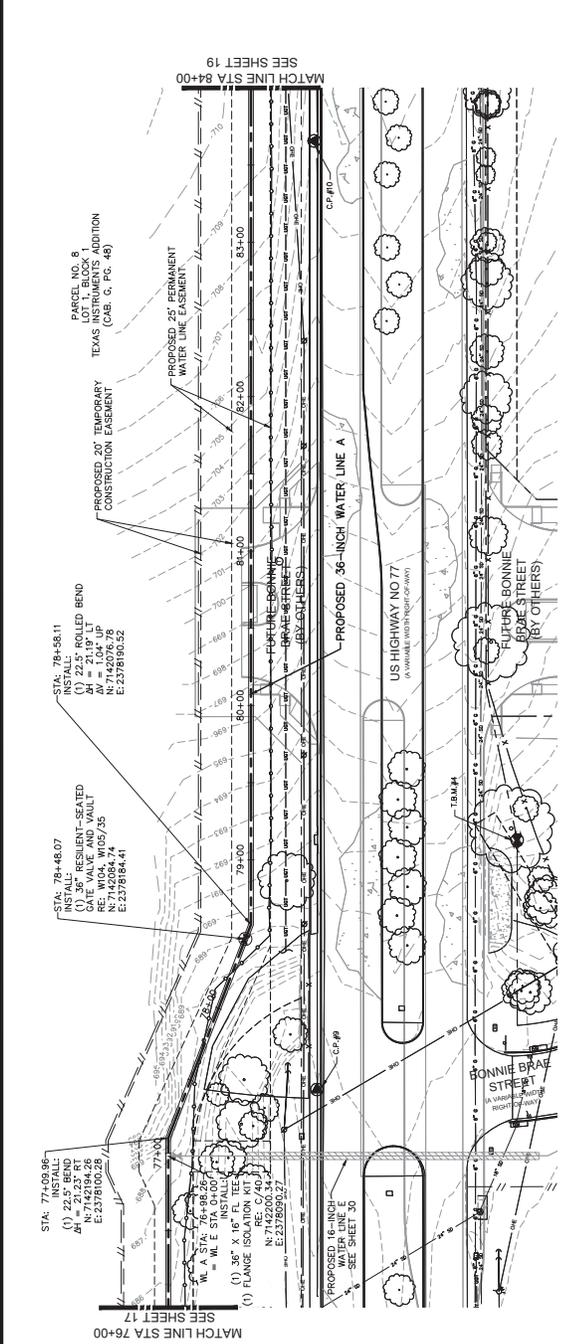
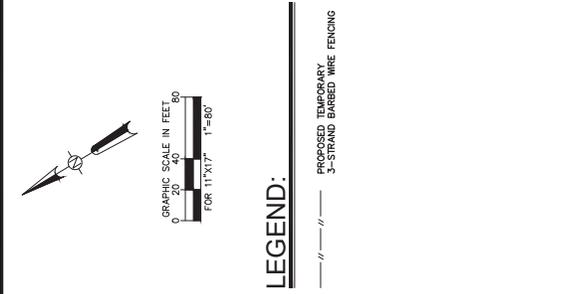
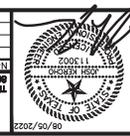
TEMPORARY  
 CONSTRUCTION EASEMENT  
 THOMAS TOBY SURVEY,  
 ABSTRACT NO. 1288  
 CITY OF DENTON,  
 DENTON COUNTY, TEXAS

<h1 style="margin: 0;">Kimley»Horn</h1>	
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102	Tel. No. (817) 335-6511 www.kimley-horn.com
Scale	Drawn by
N/A	CDP
Checked by	Date
MCB	5/6/2022
Project No.	Sheet No.
061024040	12 OF 12

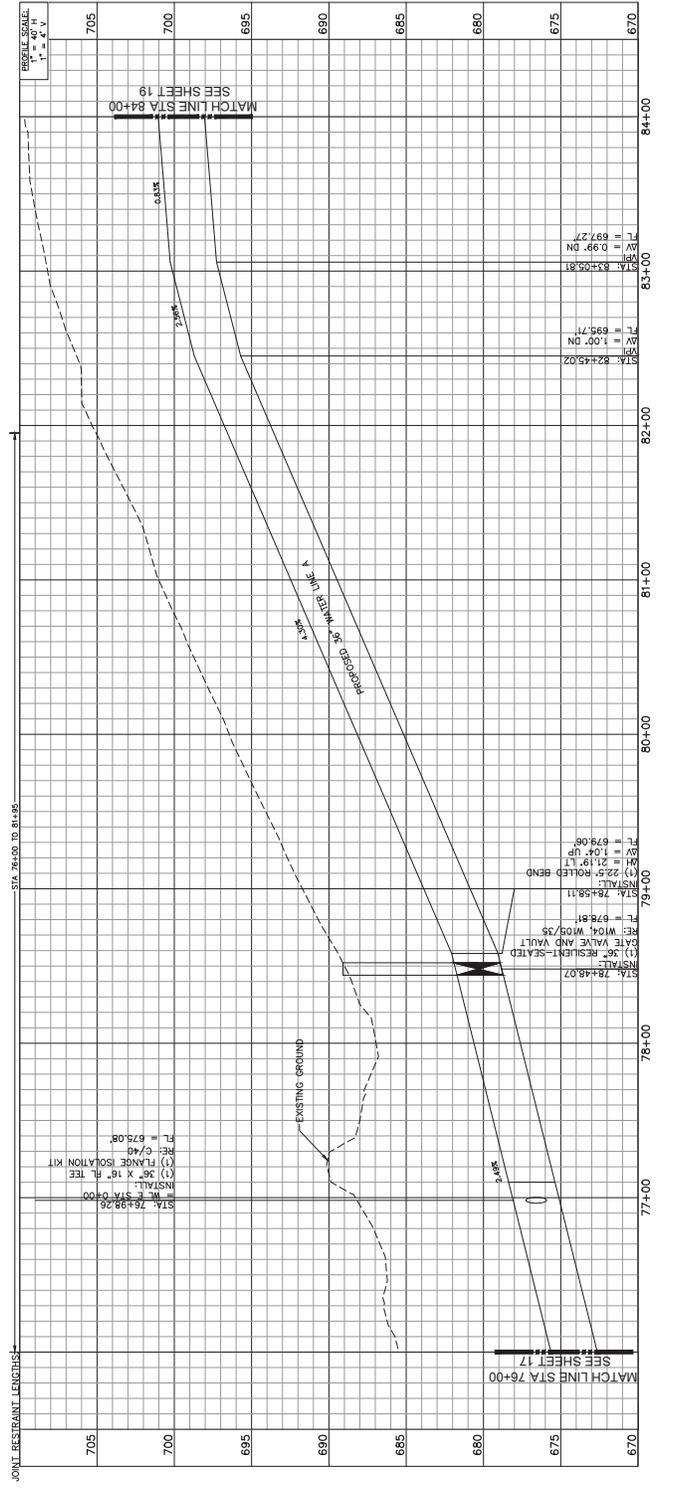
# EXHIBIT B

(Technical Scope of Work – UNT Property)





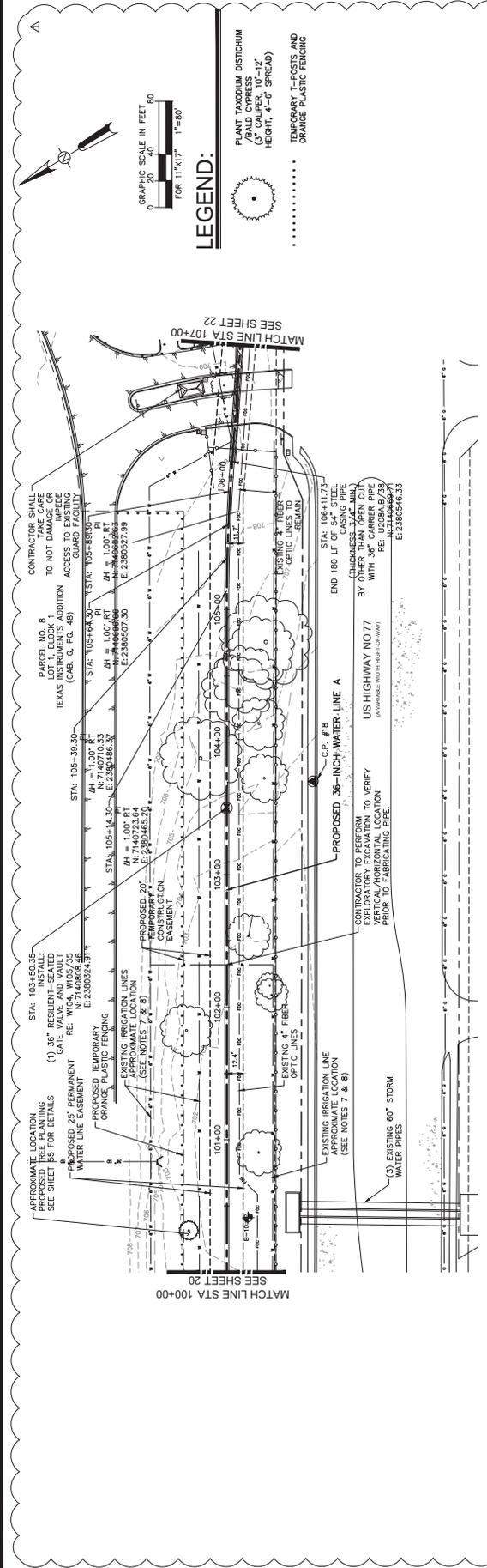
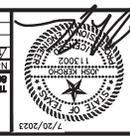
**PROPOSED 36-INCH WATER LINE A**



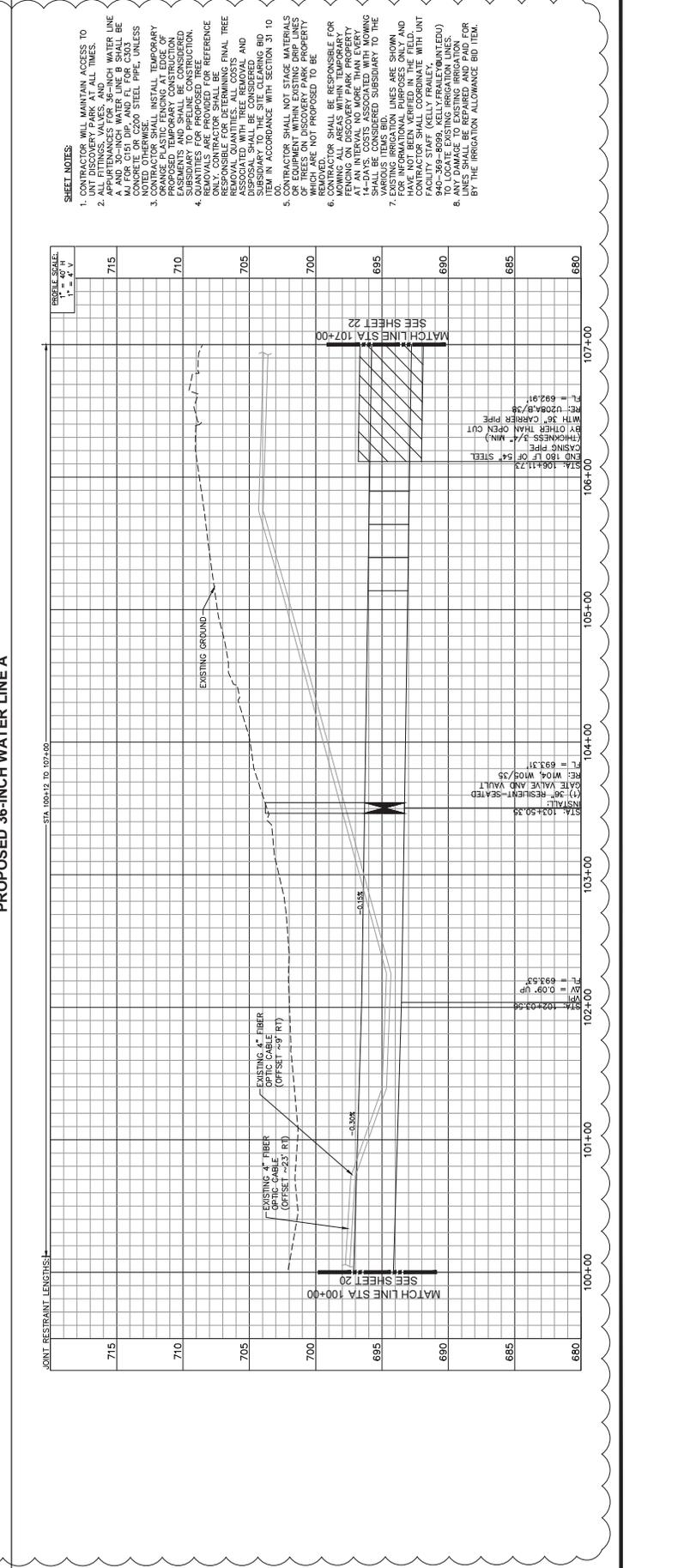
- SHEET NOTES:**
1. ALL VALVES AND APPURTENANCES FOR 36-INCH WATER LINE A AND 30-INCH WATER LINE B SHALL BE CAST IRON WITH 150 LB. PRESSURE RATING FOR C603 CONCRETE OR C200 STEEL PIPE, UNLESS NOTED OTHERWISE. SUCH THAT ADJACENT PROPERTIES REMAIN FENCED AT ALL TIMES. TEMPORARY FENCING SHALL BE INSTALLED ALONG TEMPORARY CONSTRUCTION EASEMENT AND MUST BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
  2. CONTRACTOR SHALL CALL THE TPOUT INSPECTOR NOTES ON THE PROJECT FOR TREE REMOVAL AND TREE REMOVAL QUANTITIES. ALL COSTS ASSOCIATED WITH TREE REMOVAL AND PRESERVATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR SUBSIDIARY TO THE SITE CLEARING BID ITEM IN ACCORDANCE WITH SECTION 31.
  3. ALL WORK ON UNIVERSITY OF NORTH TEXAS PROPERTY SHALL BE PERFORMED IN ACCORDANCE WITH THE UNIVERSITY OF NORTH TEXAS PROPERTY ACCESS TO OBTAIN ACCESS TO UNIFORM PROPERTY. CONTRACTOR MAY BE REQUIRED TO OBTAIN ACCESS TO UNIFORM DOCUMENTATION TO UNIFORM PERSONNEL PRIOR TO ACCESSING AND PERFORMING WORK ON UNIVERSITY OF NORTH TEXAS PROPERTY. ALL WORK SHALL BE COORDINATED WITH COORDINATION AND PERSONNEL SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID ALLOWED. SEPARATE PAYMENT SHALL BE ALLOWED.
  4. CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY FENCING ON DISCOVERY PARK PROPERTY AT AN INTERVAL NO GREATER THAN 100 FEET. ALL COSTS ASSOCIATED WITH MOWING SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID.





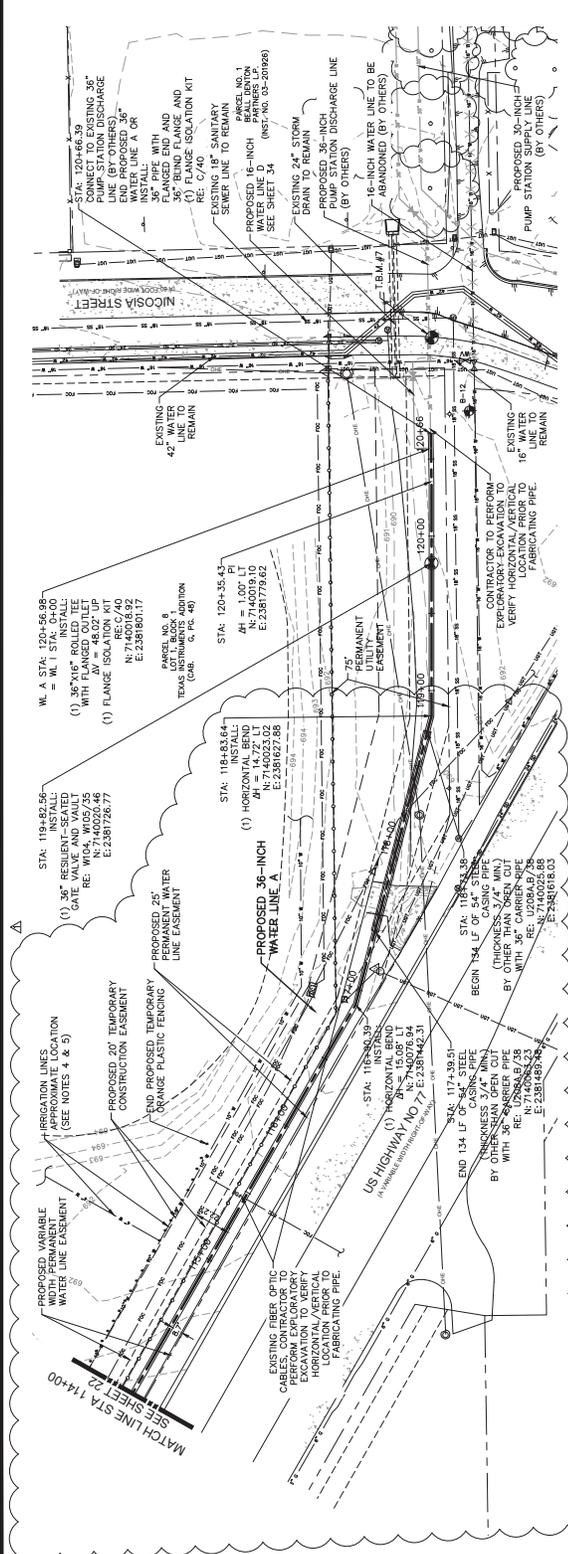
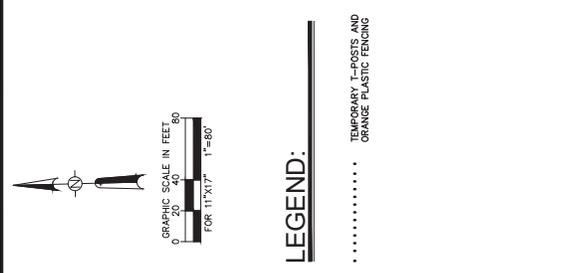


**LEGEND:**  
 PLANT TAXODIUM DISTICHUM  
 (BALD CYPRESS)  
 HEIGHT: 4'-6" (SPREAD)  
 TEMPORARY T-POSTS AND ORANGE PLASTIC FENCING

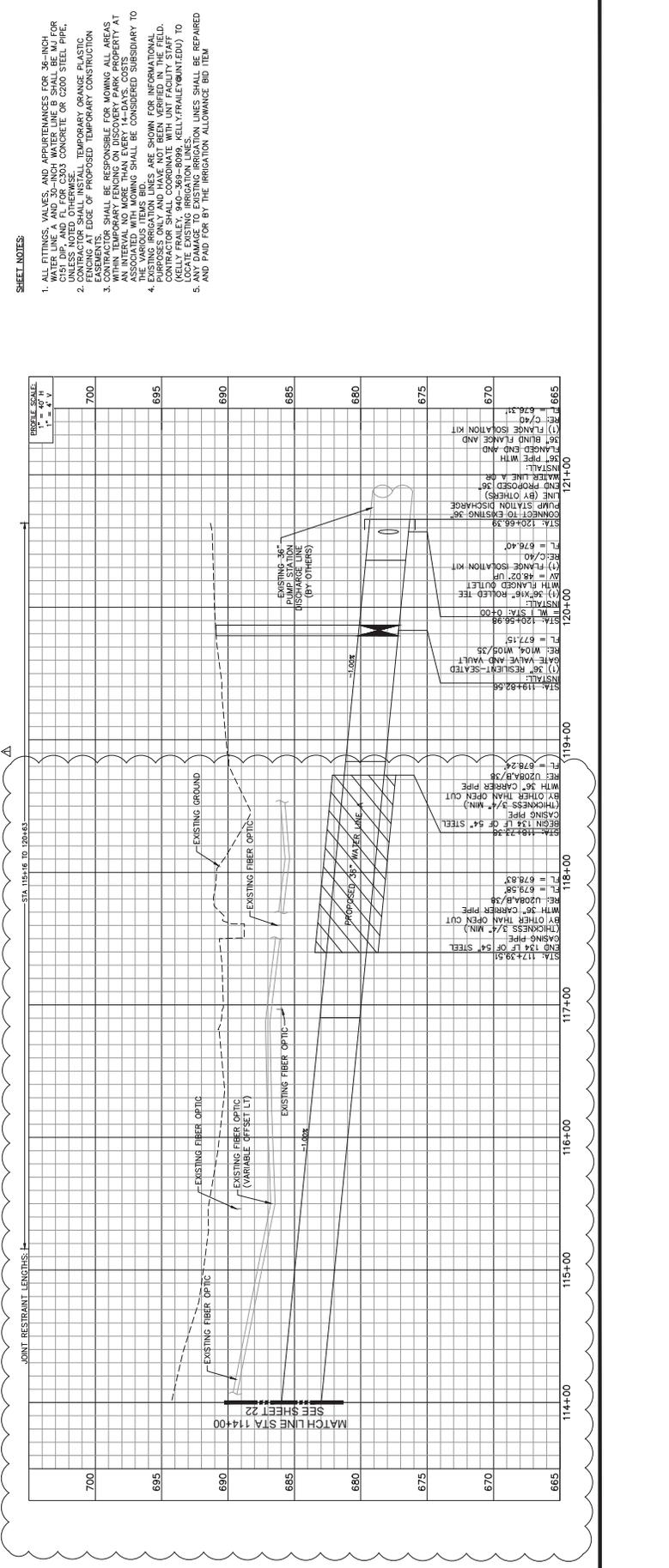


**SHEET NOTES:**  
 1. CONTRACTOR WILL MAINTAIN ACCESS TO ALL UTILITIES, EASEMENTS, AND PERMITS. ALL FITTINGS, VALVES, AND APPLIANCE FOR 36-INCH WATER LINE SHALL BE 150 LB. CLASS. ALL FITTINGS SHALL BE 4" FOR C151 DIP, AND FL FOR G003 CONCRETE OR C200 STEEL PIPE, UNLESS OTHERWISE NOTED.  
 2. CONTRACTOR SHALL INSTALL TEMPORARY ORANGE PLASTIC FENCING AT EDGE OF EASEMENTS AND SHALL BE CONSIDERED RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES.  
 3. QUANTITIES ARE PROVIDED FOR REFERENCE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING FINAL TREE REMOVAL QUANTITIES. ALL COSTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. TREE REMOVAL SHALL BE CONSIDERED SUBSIDIARY TO THE SITE CLEARING BID AND SHALL BE IN ACCORDANCE WITH SECTION 31 10 00.  
 4. CONTRACTOR SHALL NOT STAGE MATERIALS OR EQUIPMENT ON DISCOVERY PARK PROPERTY WHICH ARE NOT PROPOSED TO BE REMOVED.  
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF DENTON FACILITY STAFF (KELLY FRALLEY, 940-369-8099, KELLY.FRALLEY@CITYOFDENTON.TX) PRIOR TO CONSTRUCTION.  
 6. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF DENTON FACILITY STAFF (KELLY FRALLEY, 940-369-8099, KELLY.FRALLEY@CITYOFDENTON.TX) PRIOR TO CONSTRUCTION.  
 7. VARIOUS ITEMS BID, LINES ARE BIDDING FOR INFORMATIONAL PURPOSES ONLY AND HAVE NOT BEEN VERIFIED IN THE FIELD. CONTRACTOR SHALL VERIFY WITH UNIT FACILITY STAFF (KELLY FRALLEY, 940-369-8099, KELLY.FRALLEY@CITYOFDENTON.TX) PRIOR TO CONSTRUCTION.  
 8. ANY DAMAGE TO EXISTING IRRIGATION LINES SHALL BE REPAIRED AND PAID FOR BY THE IRRIGATION ALLOWANCE BID ITEM.





**PROPOSED 36-INCH WATER LINE A**



**SHEET NOTES:**

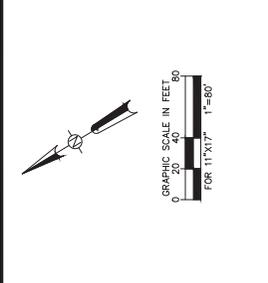
1. ALL ELEVATIONS, VALUES AND SPACING VALUES FOR 36-INCH WATER LINE AND 36-INCH WATER LINE E SHALL BE FOR CRIST DIP, AND FL FOR C203 CONCRETE OR C200 STEEL PIPE, CONTRACTOR SHALL INSTALL TEMPORARY ORANGE PLASTIC FENCING AT EDGE OF PROPOSED TEMPORARY CONSTRUCTION.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING ALL AREAS WITHIN TEMPORARY FENCING ON DISCOVERY PARK PROPERTY AT THE VARIOUS ITEMS BIDDING ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND HAVE NOT BEEN VERIFIED IN THE FIELD. CONTRACTOR SHALL COORDINATE WITH UNIT FACILITY STAFF TO LOCATE EXISTING IRRIGATION LINES. ALL IRRIGATION LINES TO BE REPAIRED AND PAD FOR BY THE IRRIGATION ALLOWANCE 80 FEET.

STATION	ELEVATION (FT)	DESCRIPTION
114+00	655	FL = 676.31'
114+00	660	FL = 676.40'
114+00	665	FL = 676.40'
114+00	670	FL = 676.40'
114+00	675	FL = 676.40'
114+00	680	FL = 676.40'
114+00	685	FL = 676.40'
114+00	690	FL = 676.40'
114+00	695	FL = 676.40'
114+00	700	FL = 676.40'



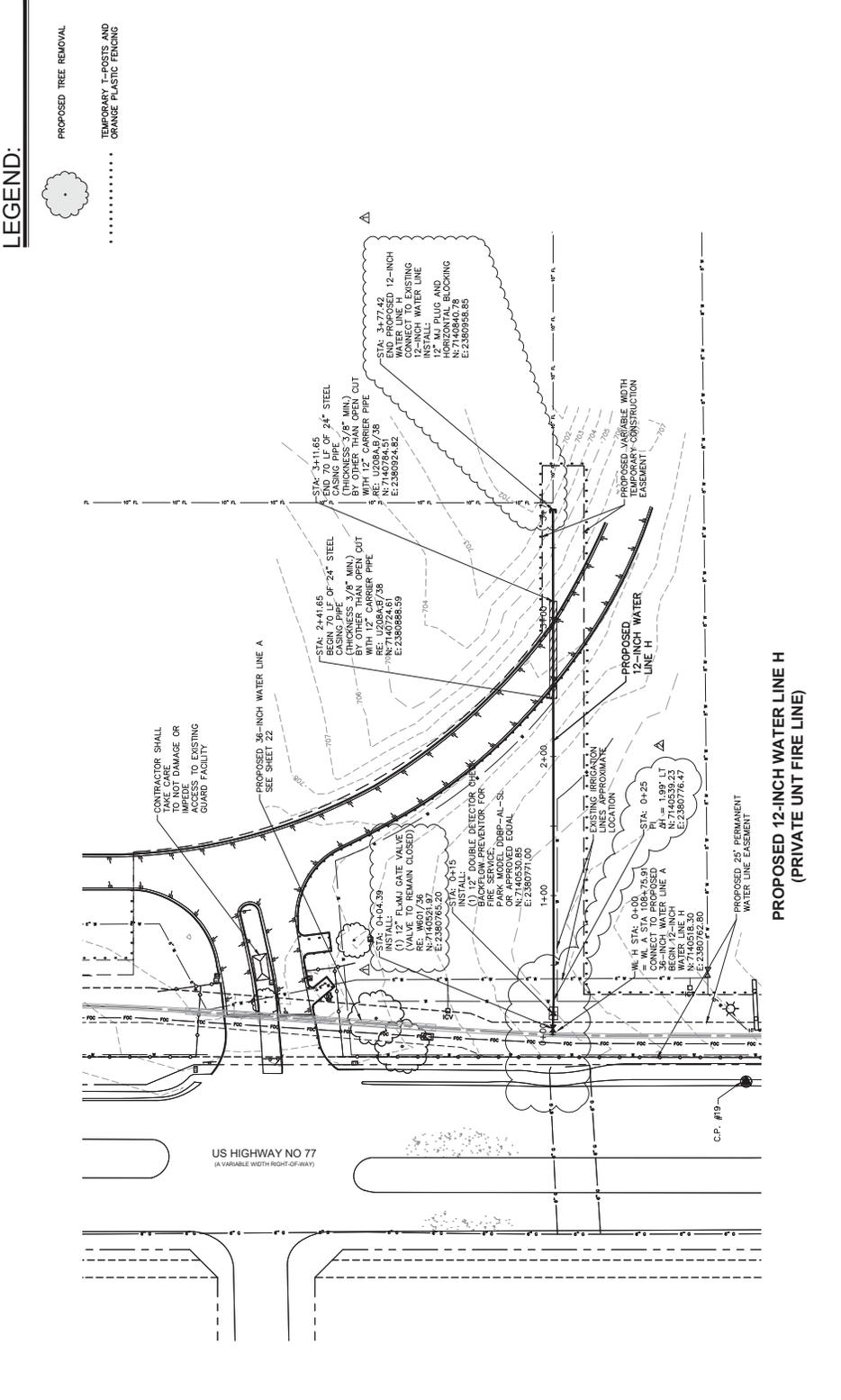


DATE:	JULY 2023
DESIGN:	WAM
DRAWN:	VRB
CHECKED:	JCK
KHA NO.:	061024040



**SHEET NOTES**

- ALL WORK ON UNIVERSITY OF NORTH TEXAS PROPERTY SHALL BE COORDINATED WITH VINCE STIFFEC (940-369-7618) TO OBTAIN ACCESS TO UNIT PROPERTY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATION AND PROVIDING DOCUMENTATION TO UNIT PERSONNEL SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID AND NO SEPARATE PAYMENT SHALL BE ALLOWED.
- 14-DAYS COSTS ASSOCIATED WITH MOWING SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID.
- PROPOSED 12-INCH WATER LINE H (FIRE LINE) SHALL BE INSTALLED UNDER THE SUPERVISION OF A LICENSED PLUMBER AND SHALL GENERALLY BE LOCATED 4-FOOT FROM THE EXISTING 36-INCH WATER LINE A. FITTINGS TO ACCOMMODATE GRADE CHANGES AND NO SEPARATE PAYMENT SHALL BE MADE.
- LOCATION OF PROPOSED FIRE LINE CONNECTION IS APPROXIMATE.
- FINAL CONNECTION OF PROPOSED FIRE LINE TO EXISTING SYSTEM SHALL BE PERFORMED BY OTHERS.



PROPOSED 12-INCH WATER LINE H  
 (PRIVATE UNIT FIRE LINE)

