

ORDINANCE NO. 25-2144

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A DEVELOPMENT AGREEMENT WITH MEL STEVENSON & ASSOCIATES, INC., FOR THE PAYMENT IN LIEU OF THE DESIGN AND CONSTRUCTION OF WATERLINE PUBLIC IMPROVEMENTS ON FM 1515 (AIRPORT ROAD) AND IN THE NOT-TO-EXCEED AMOUNT OF \$111,541.50 THEREFORE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the “City”) and Mel Stevenson & Associates, Inc. (the “Developer”) mutually desire to enter into an agreement for the Developer to provide design and construction costs in connection with a utility relocation project for FM 1515 associated with the Texas Department of Transportation (the “TXDOT”) widening and re-alignment of FM 1515 for a parcel on FM 1515 (Airport Road) and Precision Drive; and

WHEREAS, due to the TXDOT project of widening and re-aligning FM 1515, the City is having to relocate all utilities impacted, including a 16-inch waterline; and

WHEREAS, with the City having an existing project and open permit with TXDOT for working within the TXDOT right-of-way, the Developer has requested the City to design and construct, at Developer’s expense, a bore under FM 1515 and extend the waterline to their property located at 3000 Airport Road: NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the written contract which is attached hereto and incorporated herein as **Exhibit “A”**.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and
seconded by _____. This ordinance was passed and approved by the
following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Healy McMahon

Exhibit "A"

STATE OF TEXAS §

COUNTY OF DENTON §

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (hereafter, the "Agreement") is entered into by Mel Stevenson & Associates, Inc., (hereafter, the "Developer"), acting by and through its duly authorized officers, with a principle place of business located at 2850 Roe Lane, Kansas City, Kansas, 66103, by and between the City of Denton (hereafter, the "City"), a home-rule city and a political subdivision of the State of Texas, acting by and through its duly authorized officers (Developer and City, herein referred to individually as "Party" and collectively as the "Parties");

WITNESSETH:

WHEREAS, Developer owns approximately 6.99 acre property more commonly known as 3000 Airport Road (also known as FM 1515), Denton, Texas 76207 and platted as Airport Road Addition, Lot 1, Blk A, more particularly depicted on **Exhibit "A"** attached hereto (hereafter, the "Subject Property"); and

WHEREAS, development of the Subject Property will establish a commercial warehouse development; and

WHEREAS, due to the Texas Department of Transportation (hereafter, the "TXDOT") project of widening and re-aligning FM 1515, the City is having to relocate all utilities impacted, including a 16-inch waterline (the "Utility Relocations"); and

WHEREAS, with the City having an existing project and open permit with TXDOT for working within the TXDOT right-of-way, the Developer has requested the City to design and construct, at Developer's expense, a bore under FM 1515 and extend the waterline to their property (hereafter, the "Project") and particularly described on **Exhibit "B"**; and

WHEREAS, because City has already accepted a bid and selected a contractor to complete the Utility Relocations, adding the Project work will require a change order be processed with City's contractor via separate agreement; and

WHEREAS, this change order will cause a re-calculation of the final; and

WHEREAS, the Parties desire to formulate this Agreement to memorialize the Developer's obligation to pay the City the full cost for the design and construction of the Project;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

Developer, its successors and assigns, proposes to develop property located at 3000 Airport Road. This Agreement is to memorialize Developer's intent to provide funds, or to have funds provided for the costs for the design and construction of the Project.

Developer understands and agrees that upon Denton City Council approval of the required funding item, Developer shall deposit its obligated funds stated herein with the City before any construction activities will begin.

This Agreement confirms Developer's agreement to voluntarily pay the estimated costs of the Project and Developer's agreement to the Design Fee and Construction Value Fee, defined below.

Developer also acknowledges that the funds Developer will pay under this Agreement are not "impact fees" as defined by state law but shall constitute compensation for the City's design and construction of the Project. It is the Developer's understanding that these payments will be credited to a separate City Fund and used only for paying for design and construction of the Project.

SECTION 1. DESIGN AND CONSTRUCTION VALUE FEE ASSESSMENT

A. Design and Construction Value Fees.

1. Design plans for the Utility Relocations on FM 1515 Project have been completed and Developer shall be assessed Five Percent (5%) of the total design cost and pay to the City Five Thousand Three Hundred Eleven and 50/100 Dollars (\$5,311.50) for the proportion of the design costs attributable to the design of the Project and project manager as shown in in the (Opinion of Probable Cost) attached hereto as **Exhibit "C"** ("Design Fee").
2. The Developer shall be assessed and pay to the City the proportion of the costs attributable to the construction of the Project One Hundred and Six Thousand Two Hundred Thirty and 00/100 Dollars (\$106,230.00), the "Construction Value fee" as shown on Exhibit "C".
3. To obtain the Construction Value Fee, Developer acknowledges a bid has been selected, and contract awarded for the Utility Relocations on FM 1515 Project, the Construction Value Fee is as shown on **Exhibit "C"**. Developer acknowledges and accepts the obligation to pay the construction value fee and Developer accepts any and all risk in agreeing to pay the Construction Value Fee before the reassessed final construction cost has been accept through the change order process.
4. If the reassessed construction value fee exceeds the Construction Value Fee the excess cost will be funded by Developer. In no case shall Developer be required to contribute additional funds towards scope outside of this project beyond what is specifically outlined within Exhibit "B".

SECTION 2. PAYMENT SCHEDULE OF DESIGN AND CONSTRUCTION

A. Design Fee

1. The City has completed Project designs. The Developer shall pay the Design Fee within 30 days of the Effective Date of this Agreement.

B. Construction Value Fee

1. The Developer, within forty-five (45) days of the Effective Date of this Agreement, shall pay the Construction Value Fee. These funds shall be deposited in a city account and utilized solely for the construction of the Project.

SECTION 3. TERM

The term of this Agreement shall begin upon execution and shall terminate upon the complete performance of all obligations and conditions precedent by the Parties to this Agreement.

SECTION 4. DESIGN AND CONSTRUCTION

The Project design phase is complete, save for Developer's payment of the Design Fee and Construction Value fee to the City. Subject to receiving the Design Fee and Construction Value Fee from the Developer, the City shall construct the Project during its work on the Utility Relocations on FM 1515 Project. Developer acknowledges and agrees that City is not agreeing or warranting a completion date of the Project, and the City shall not be held liable or responsible to the Developer or any other party, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in performing the construction of the Utility Relocations on FM 1515 Project or the Project under this Agreement.

SECTION 5. INDEMNITY

DEVELOPER SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST: (I) ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF THE CITY OR DEVELOPER TO ENTER INTO THIS AGREEMENT; AND (II) ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCUR AS A RESULT OF ANY ACTION OR OMISSION OF INDEMNITEES PURSUANT TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT DEVELOPER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE SOLE NEGLIGENCE OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.

SECTION 6. REMEDIES

If a default by the Developer occurs and continues, after thirty (30) days written notice to cure a default, City may, at its sole option, terminate this Agreement in accordance with Texas law, without the necessity of further notice to or demand upon the Developer. All warranty and indemnification obligations herein shall survive any termination or assignment unless the Party warranting, or indemnifying, is released by the other Party. Nothing in this Section shall be construed to waive any sovereign, governmental immunity available to City, or its council, employees, and/or agents, under Texas law. Nothing in this Section, nor the election of the City to not exercise a right or seek a remedy at a particular time, shall be construed as a waiver or release of any right, remedy, or cause of action that is available to the City under or as a result of this Agreement, in equity or at law.

SECTION 7. VENUE AND GOVERNING LAW

This Agreement is performable in Denton County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Denton County, Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

SECTION 8. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S.

Mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

If intended for City to:

The City of Denton
Sara Hensley, City Manager
215 East McKinney
Denton, Texas 76201

If intended for Developer to:

Mel Stevenson & Associates, Inc.
ATTN: John Ruhlman, Treasurer
2850 Roe Lane
Kansas City, KS 66103

SECTION 9. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable state and federal laws. The Parties stipulate that this Agreement does not satisfy any other development obligation under law or City ordinances.

SECTION 10. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 11. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 12. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 13. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of whether the Subject Property is developed as the Development, or as any other alternative use.

SECTION 14. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters contained in this Agreement and, except as otherwise provided in this Agreement, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement. The Parties further stipulate that with respect to the limited scope of this Agreement, the funds provided are not disproportionate to the burdens of the development. The Parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

EXECUTED on the Effective Date, by the City, signing by and through its City Manager, and by the Developer, acting through its duly authorized officers.

EXECUTED on this, the _____ day of _____, 2025.

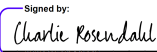
CITY OF DENTON

By: _____
CITY MANAGER, SARA HENSLEY

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

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

Signed by:


SIGNATURE
Charlie Rosendahl

PRINTED NAME
Interim Director

TITLE
Development Services

DEPARTMENT
11/12/2025

DATE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Heary McMahon

EXECUTED originals this, the 12th day of november, 2025.

Mel Stevenson & Associates, Inc.

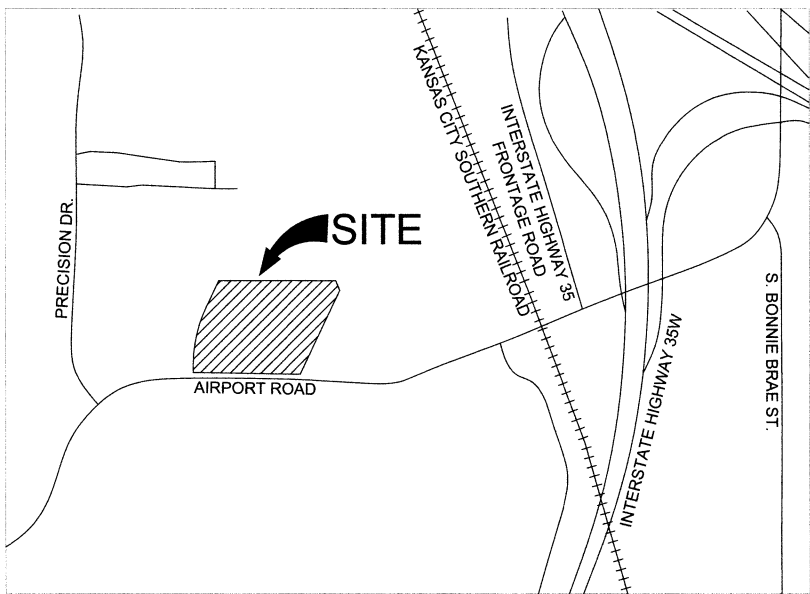
By: Signed by: John Ruhlman
7374CB45F89B44E...
SIGNATURE

John Ruhlman

PRINTED NAME

TREASURER

TITLE

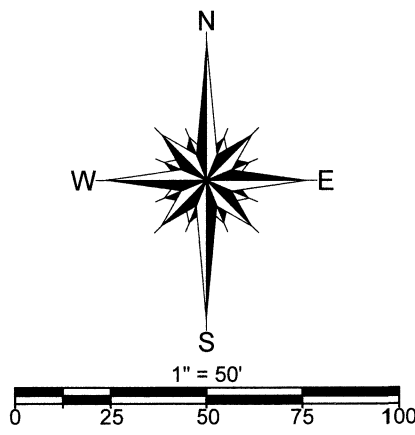


GENERAL NOTES:

- ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.
- FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF DENTON, COMMUNITY NUMBER 480194 EFFECTIVE DATE 04-18-2011 AND THAT MAP INDICATES AS SCALED, THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND A PORTION IS WITHIN "SHADED ZONE AE" DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANGE FLOOD (100-YEAR); WITH BASE FLOOD ELEVATIONS DETERMINED", A PORTION OF WHICH LIES IN THE "FLOODWAY" DEFINED AS "THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENTS" AS SHOWN ON PANEL 360 G OF SAID MAP.
- THE PURPOSE OF THIS FINAL PLAT IS TO CREATE 1 LOT OF RECORD.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
- THERE ARE NO PROTECTED TREES IN THE DEVELOPMENT IMPACT AREA. THERE ARE EXISTING TREES WITHIN THE FLOODPLAIN TO REMAIN UNDISTURBED.
- THE CITY OF DENTON HAS ADOPTED THE NATIONAL ELECTRICAL SAFETY CODE (THE "CODE"). THE CODE GENERALLY PROHIBITS STRUCTURES WITHIN 17.5 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD DISTRIBUTION LINES AND WITHIN 37.5 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD TRANSMISSION LINES. IN SOME INSTANCES THE CODE REQUIRES GREATER CLEARANCES. BUILDING PERMITS WILL NOT BE ISSUED FOR STRUCTURES WITHIN THESE CLEARANCE AREAS. CONTACT THE BUILDING OFFICIAL WITH SPECIFIC QUESTIONS.
- PRIVATE IMPROVEMENTS CANNOT ENCROACH ONTO EXISTING PUBLIC OR PRIVATE EASEMENTS.
- STREAMS AND DRAINAGE WAYS MAY BE RETAINED AS A PART OF A NONRESIDENTIAL LOT, AND IT SHALL BE THE PROPERTY OWNER'S RESPONSIBILITY TO MAINTAIN THIS AREA AS SET FORTH BY EASEMENT, EXCEPT AS OTHERWISE PROVIDED. A MAINTENANCE EASEMENT SHALL BE GRANTED TO THE CITY AND SHALL GRANT THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN AND CONSTRUCT DRAINAGE FACILITIES IF THE STREAM OR DRAINAGE WAY IS NOT BEING PROPERLY MAINTAINED. THE MAINTENANCE ENTITY'S BY-LAWS AND COVENANTS FILED OF RECORD SHALL PROVIDE FOR ONGOING MAINTENANCE. THE EASEMENT SHALL AUTHORIZE A LIEN AGAINST INDIVIDUAL ABUTTING LOTS IN FAVOR OF THE CITY TO SECURE THE PAYMENT TO THE CITY FOR ANY EXPENSES INCURRED BY THE CITY IN THE EVENT OF DEFAULT OR TO SECURE PAYMENT FOR ANY EXPENSES INCURRED IF THE MAINTENANCE ENTITY IS NOT PROPERLY MAINTAINING THE STREAM OR DRAINAGE WAY.

LEGEND

R.O.W. = RIGHT-OF-WAY
POB = POINT OF BEGINNING
FIR = IRON ROD FOUND
P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS
R.D.C.T. = DEED RECORDS DENTON COUNTY TEXAS
P.R.D.C.T. = PLAT RECORDS DENTON COUNTY TEXAS
MIN. F.F.E. = MINIMUM FINISHED FLOOR ELEVATION
E.E. = ELECTRIC EASEMENT
G.E. = GAS EASEMENT
U.E. = UTILITY EASEMENT
B.L. = BUILDING LINE
P.U.E. = PRIVATE UTILITY EASEMENT
C = CENTERLINE OF ROAD
A = ADJOINING PROPERTY LINE
B = BASE FLOOD ELEVATION LINE
OH = OVERHEAD ELECTRIC LINE



SURVEYOR:

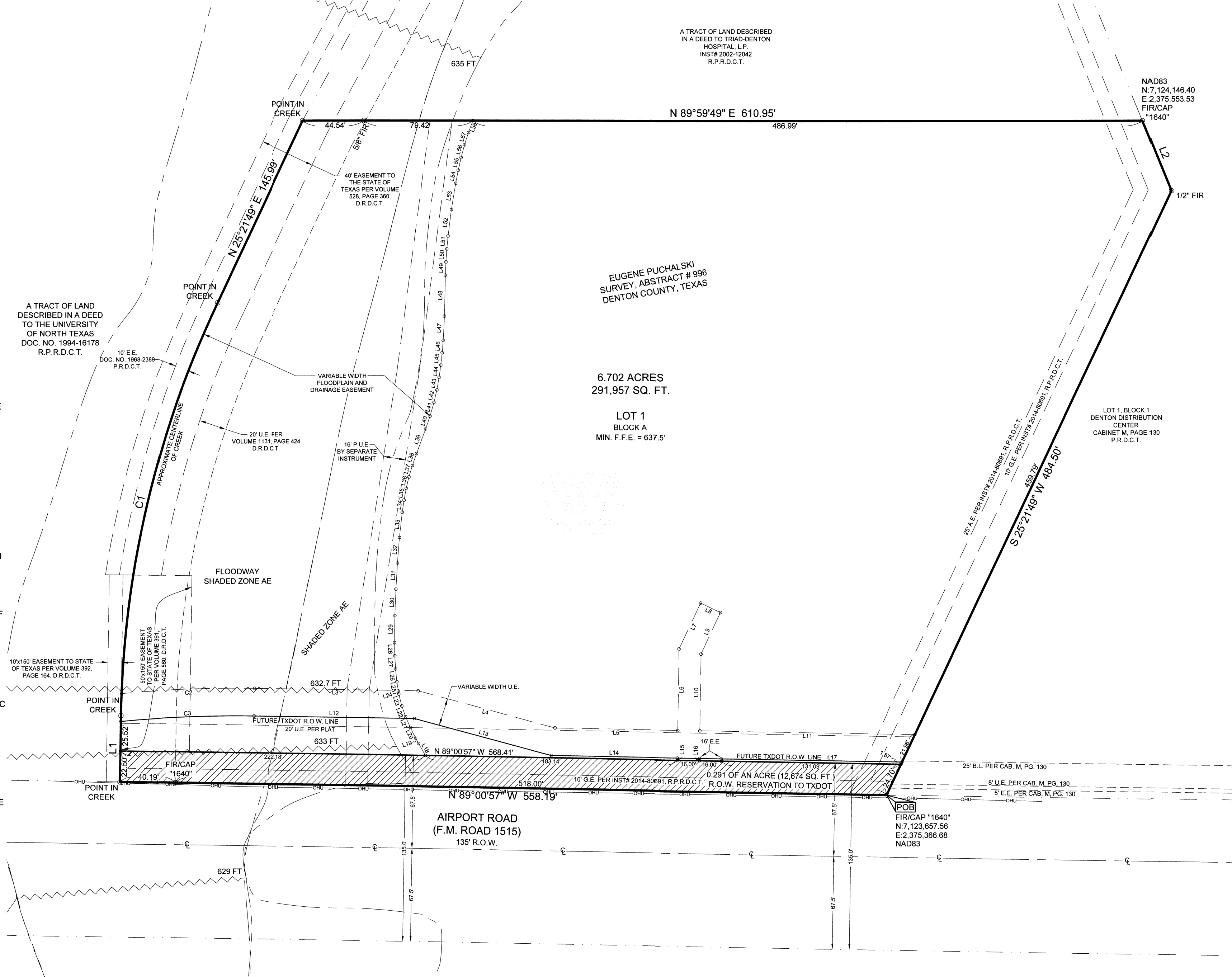
KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (940) 382-3446
TBPLS FIRM #10002100

ENGINEER:

ALLISON ENGINEERING GROUP
2415 N ELM STREET
DENTON, TEXAS 76201
PHONE: (940) 382-3446
TBPE FIRM #F-7893
CONTACT: ANTHONY MILBITZ

OWNER:

STEVENSON PROPERTIES DENTON TEXAS, LLC
2840 ROE LANE
KANSAS CITY, KANSAS 66103
PHONE: (913) 384-0804



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°54'49" E	48.02'
L2	S 22°03'33" E	55.07'
L3	S 89°02'08" E	119.56'
L4	S 75°00'27" E	103.05'
L5	S 89°01'43" E	89.11'
L6	N 00°59'03" E	58.84'
L7	N 25°21'49" E	36.64'
L8	S 64°38'11" E	16.00'
L9	S 25°21'49" W	33.18'
L10	S 00°59'03" W	55.38'
L11	S 89°01'43" E	156.93'
L12	S 89°02'08" E	117.11'
L13	S 75°00'27" E	103.05'
L14	S 89°01'43" E	91.57'
L15	N 00°59'03" E	1.67'
L16	N 00°59'03" E	1.67'
L17	N 89°01'43" W	131.87'
L18	N 29°25'15" W	10.06'
L19	N 29°24'27" W	4.36'
L20	N 26°35'31" W	8.53'
L21	N 23°39'28" W	8.54'
L22	N 19°30'06" W	8.15'
L23	N 14°04'19" W	8.86'
L24	N 09°07'52" W	2.26'
L25	N 09°07'45" W	6.81'
L26	N 05°39'17" W	9.31'
L27	N 03°03'55" W	9.53'
L28	N 01°01'07" W	9.50'
L29	N 00°44'52" E	19.52'

LINE TABLE		
LINE	BEARING	DISTANCE
L30	N 02°16'25" E	19.24'
L31	N 03°30'31" E	19.16'
L32	N 04°29'34" E	18.79'
L33	N 06°24'30" E	18.44'
L34	N 08°41'45" E	8.85'
L35	N 10°36'22" E	8.75'
L36	N 13°36'57" E	8.49'
L37	N 16°55'14" E	8.70'
L38	N 19°30'16" E	9.04'
L39	N 20°21'31" E	18.98'
L40	N 19°20'52" E	9.90'
L41	N 16°37'58" E	10.26'
L42	N 13°14'30" E	9.31'
L43	N 10°18'49" E	9.27'
L44	N 07°55'44" E	9.02'
L45	N 06°27'44" E	9.02'
L46	N 04°45'31" E	9.09'
L47	N 02°59'49" E	17.74'
L48	N 01°21'38" E	29.66'
L49	N 02°32'23" E	9.54'
L50	N 04°04'49" E	9.40'
L51	N 05°34'17" E	9.41'
L52	N 07°10'55" E	19.25'
L53	N 09°30'48" E	19.39'
L54	N 11°00'05" E	9.66'
L55	N 12°46'51" E	9.56'
L56	N 15°06'53" E	9.51'
L57	N 17°35'24" E	9.52'
L58	N 20°57'07" E	9.23'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	726.20'	309.87'	307.53'	N 13°17'35" E	24°26'54"
C2	914.16'	96.68'	96.63'	N 87°58'06" E	6°03'33"
C3	894.16'	96.87'	96.83'	N 87°53'39" E	6°12'27"

APPROVED BY THE PLANNING AND ZONING COMMISSION ON THIS

15th DAY OF December, 2023.

CHAIRPERSON

CITY SECRETARY



STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, STEVENSON PROPERTIES DENTON TEXAS, LLC is the owner of all that certain tract of land situated in the Eugene Puchalski Survey, Abstract Number 996, Denton County, Texas, and being all of a tract of land described in a deed to STEVENSON PROPERTIES DENTON TEXAS, LLC, as recorded in Instrument Number 2019-40218, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped iron rod found stamped "1640" for the Southeast corner of said Stevenson tract, same being the Southwest corner of Lot 1, Block 1, Denton Distribution Center, recorded in Cabinet M, Page 130, Plat Records, Denton County, Texas, and being in the North right of way line of Airport Road, also known as Farm to Market Road 1515; THENCE North 89 degrees 00 minutes 57 seconds West, along said North right of way line, passing a capped iron rod found stamped "1640" at a distance of 518.00 feet, continuing for a total distance of 558.19 feet to a point in creek, same being the Southwest corner of said Stevenson tract, and being the Southeast corner of a tract of land described in a deed to The University of North Texas, recorded in Instrument Number 1994-16178, Real Property Records, Denton County, Texas; THENCE North 00 degrees 54 minutes 49 seconds East, along the common line of said Stevenson tract and said University of North Texas tract, a distance of 48.02 feet to a point in creek, same being the beginning of a curve to the right; THENCE continuing along said common line and along said curve to the right, whose chord bears North 13 degrees 17 minutes 35 seconds East, 307.53 feet, having a radius of 726.20 feet, and an arc length of 309.87 feet to a point in creek; THENCE North 25 degrees 21 minutes 49 seconds East, continuing along said common line, a distance of 145.99 feet to a point in creek for the Northwest corner of said Stevenson tract; THENCE North 89 degrees 59 minutes 49 seconds East, departing said common line and along the common line of said Stevenson tract and a tract of land described in a deed to Triad-Denton Hospital, L.P., recorded in Instrument Number 2002-12042, Real Property Records, Denton County, Texas, passing a 5/8" iron rod found at a distance of 44.54 feet, and continuing for a total distance of 610.95 feet to a capped iron rod found stamped "1640" for the Northerly Northeast corner of said Stevenson tract; THENCE South 22 degrees 03 minutes 33 seconds East, departing said common line and along the common line of said Lot 1, Block 1, a distance of 55.07 feet to a 1/2 inch iron rod found; THENCE South 25 degrees 21 minutes 49 seconds West, continuing along said common line, a distance of 484.50 feet to the POINT OF BEGINNING and containing 6.99 acres (304,632 square feet) of land, more or less.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT STEVENSON PROPERTIES DENTON TEXAS, LLC DOES HEREBY ADOPT THIS FINAL PLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS AIRPORT ROAD ADDITION, AN ADDITION IN THE CITY OF DENTON, DENTON COUNTY, TEXAS AND DOES HEREBY DEDICATE TO PUBLIC USE FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

STEVENSON PROPERTIES DENTON TEXAS, LLC DATE

STATE OF
COUNTY OF

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED STEVENSON PROPERTIES DENTON TEXAS, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 24th DAY OF March, 2023.

Jaelyn Nicole Daniels

NOTARY PUBLIC IN AND FOR THE STATE OF MO
COUNTY OF

MY COMMISSION EXPIRES ON Dec 6, 2026

Jaelyn Nicole Daniels
Notary Public - Notary Seal
STATE OF MISSOURI
City County
My Commission Expires: Dec 6, 2026
Commission # 22822038

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AND ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH 1/2" IRON RODS CAPPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF DENTON, DENTON COUNTY, TEXAS.



KENNETH A. ZOLLINGER R.P.L.S. # 5312 DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS 11 DAY OF April, 2023.

ANNE M. WATSON
NOTARY PUBLIC, DENTON COUNTY, TEXAS.

ANNE M. WATSON
Notary ID #128482337
My Commission Expires 12/29/26

MY COMMISSION EXPIRES 12-29-26

CITY OF DENTON PROJECT NUMBER
FP22-0022

K Z

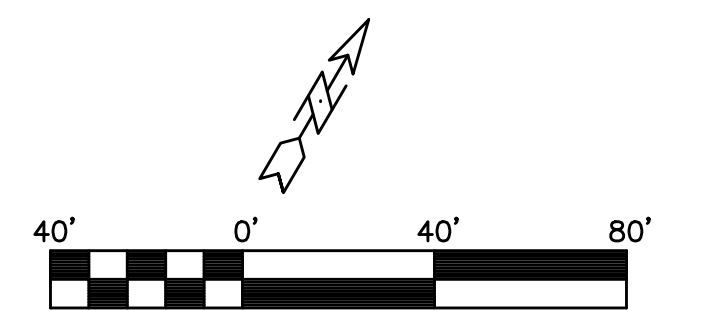
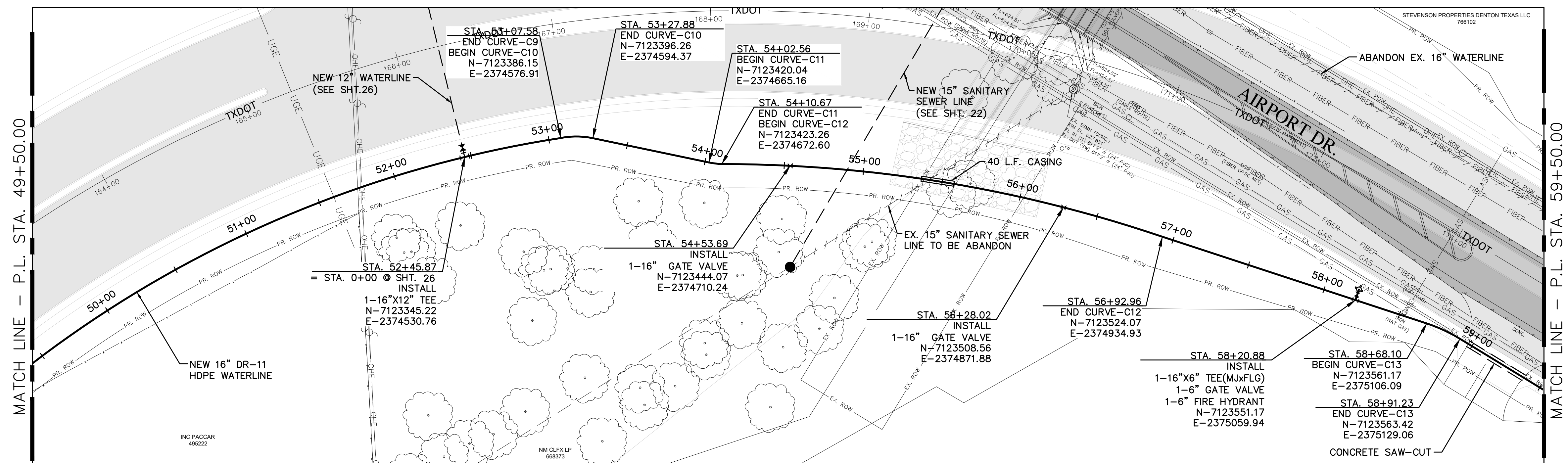
TX FIRM REGISTRATION # 10002100

1720 WESTMINSTER
DENTON, TX 76205
(940) 382-3446

JOB NUMBER: 200324-01
DRAWN BY: MLB/DJJ
DATE: 01-08-2023
R.P.L.S.
KENNETH A. ZOLLINGER

FINAL PLAT
LOT 1, BLOCK A
AIRPORT ROAD ADDITION
BEING 6.99 ACRES IN THE
EUGENE PUCHALSKI SURVEY, ABSTRACT NUMBER 996,
CITY OF DENTON, DENTON COUNTY, TEXAS

Filed for Record
in the Official Records Of:
Denton County
On: 4/21/2023 3:46:57 PM
In the PLAT Records
AIRPORT ROAD ADDN
Doc Number: 2023-130
Number of Pages: 1
Amount: \$0.00
Order: 20230421000808
By: C8



SYMBOL LEGEND	
	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
	WATER VAULT
	WATER MANHOLE

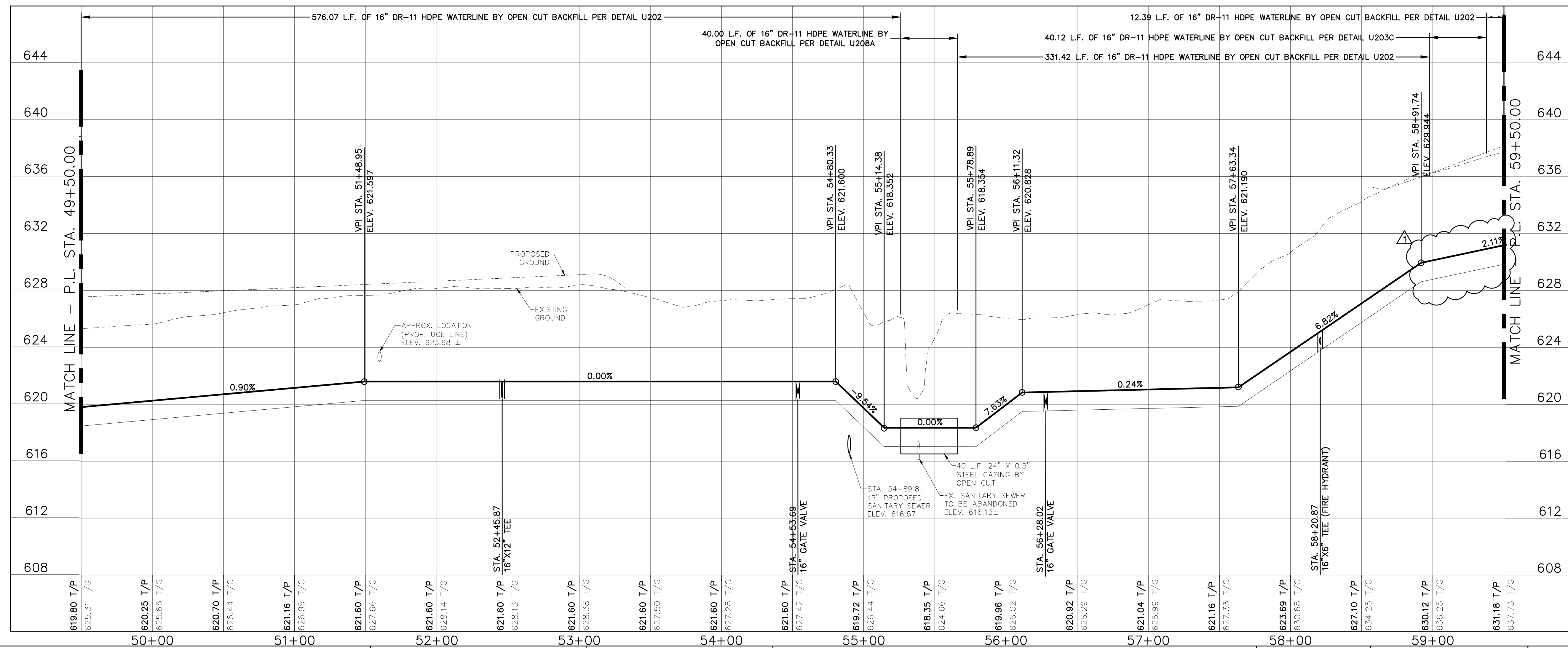
EXISTING STREET

PROPOSED STREET

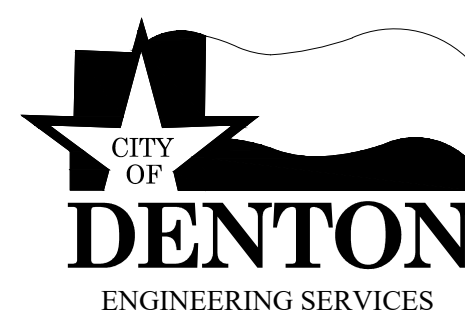
NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401. A FLANGED SHOE CONNECTION MAY BE USED IN LIEU OF THE STANDARD MJ CONNECTION TO ELIMINATE THE NEED FOR A LEAD LINE.
2. VPI'S WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5' BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJXFLG UNLESS OTHERWISE NOTED ON THE PLANS.
5. CONCRETE REPAIR SHALL BE JUST THE WIDTH OF TRENCH AND NOT FULL PANEL REPLACEMENT.

CURVE TABLE		
Curve	Radius	Length
C9	729.84'	365.70'
C10	51.15'	20.30'
C11	50.00'	8.12'
C12	865.24'	282.29'
C13	100.00'	23.13'



ENTERED BY	M.S.	PROJECT #	630511523
DESIGNED BY	M.S.	DATE	9/29/25
CHECKED BY	J.W.	REVISION	GRADE CHANGE FOR NEW CROSSING
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\ADD\FM 1515 UTILITIES RELOCATING_ADD_09-25-25.DWG		

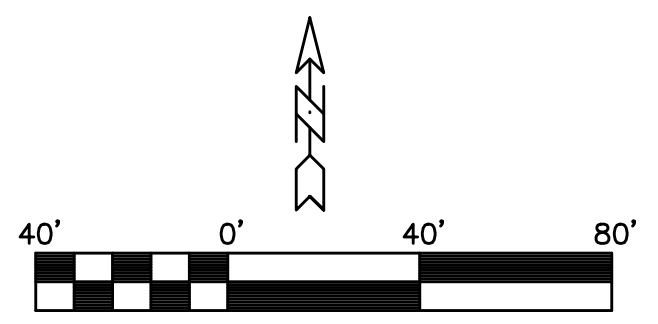
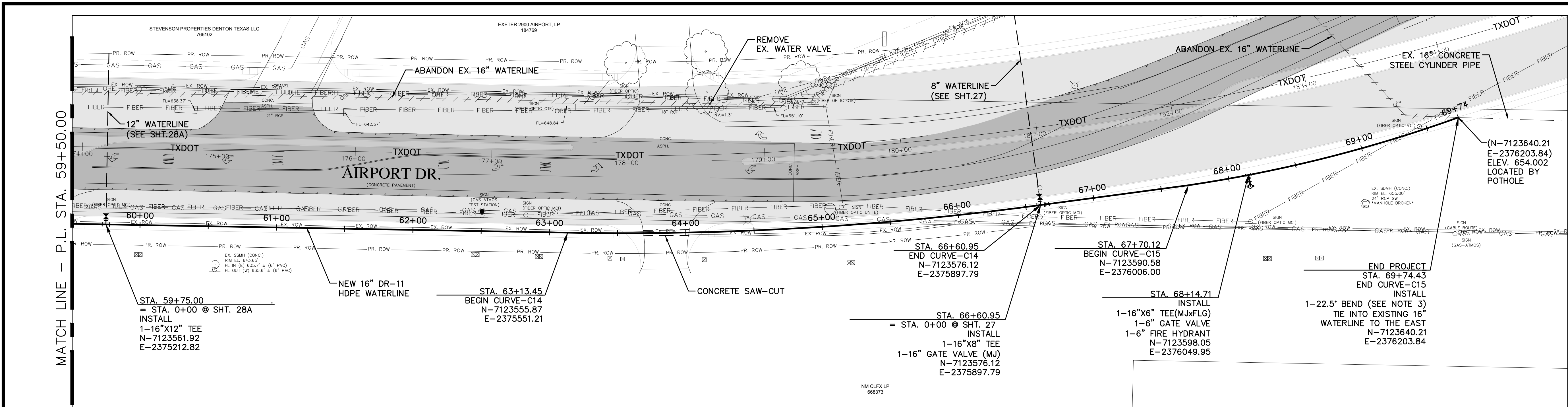


FM 1515 UTILITY RELOCATIONS

16" MAIN WATERLINE - WL1
STA 49+50.00 TO STA 59+50.00

DATE	SEP 2025	SCALE	HOR 1"= 40'
SHEET No.	20 of 37	VER 1"= 4'	



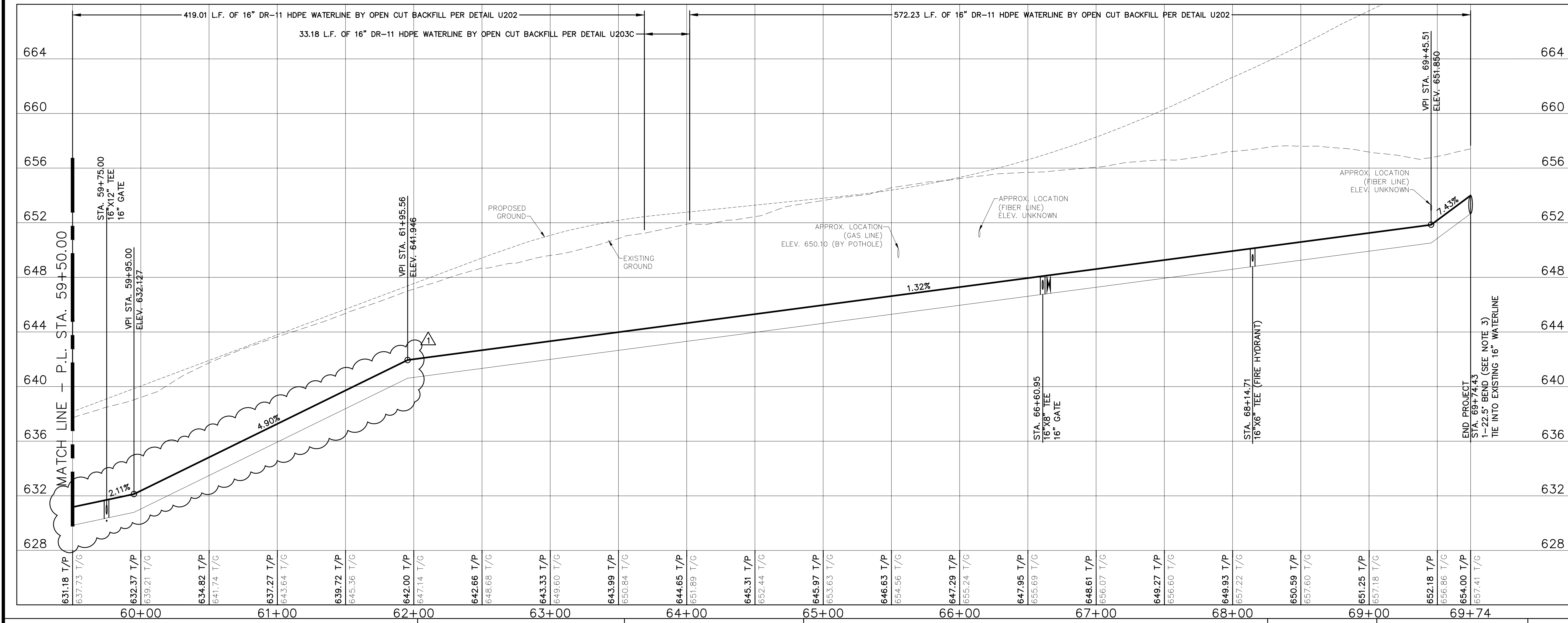


SYMBOL LEGEND	
	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
	WATER VAULT
	WATER MANHOLE

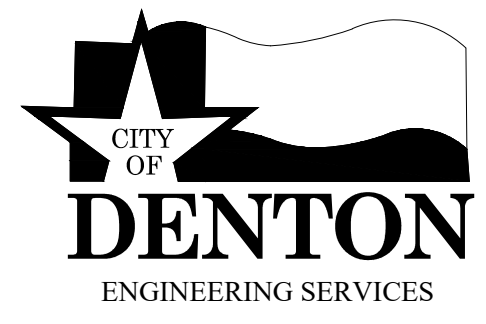
EXISTING STREET
PROPOSED STREET

- NOTES:
1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401. A FLANGED SHOE CONNECTION MAY BE USED IN LIEU OF THE STANDARD MJ CONNECTION TO ELIMINATE THE NEED FOR A LEAD LINE.
 2. VPI'S WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5' BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
 3. 22.5' BEND WILL BE A CUSTOM MANUFACTURED FITTING THAT CAN JOIN THE EXISTING 16" CONCRETE STEEL CYLINDER PIPE TO THE PROPOSED 16" HDPE PIPE. HDPE CONNECTION SHALL MEET STANDARD DIP FITTING SIZING.
 4. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
 5. ALL TEES ARE MxJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.
 6. CONCRETE REPAIR SHALL BE JUST THE WIDTH OF TRENCH AND NOT FULL PANEL REPLACEMENT.

CURVE TABLE		
Curve	Radius	Length
C14	2276.71'	347.50'
C15	1033.70'	204.30'



ENTERED BY	M.S.	PROJECT #	630511523
DESIGNED BY	M.S.	DATE	9/29/25
CHECKED BY	J.W.	REVISION	GRADE CHANGE FOR NEW CROSSING
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\ADD\FM 1515 UTILITIES RELOCATING_ADD_09-25-25.DWG		

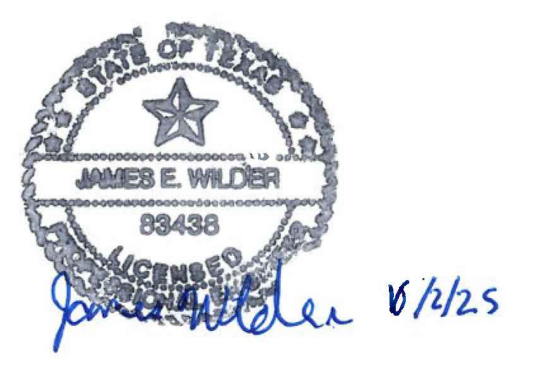


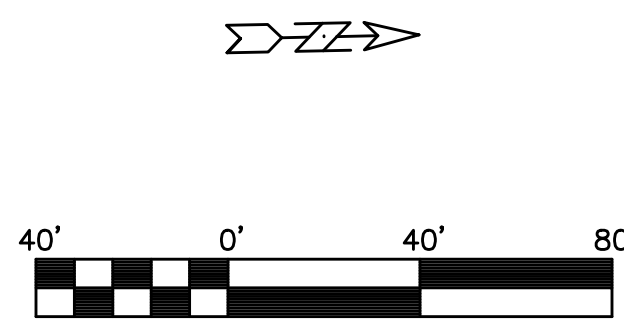
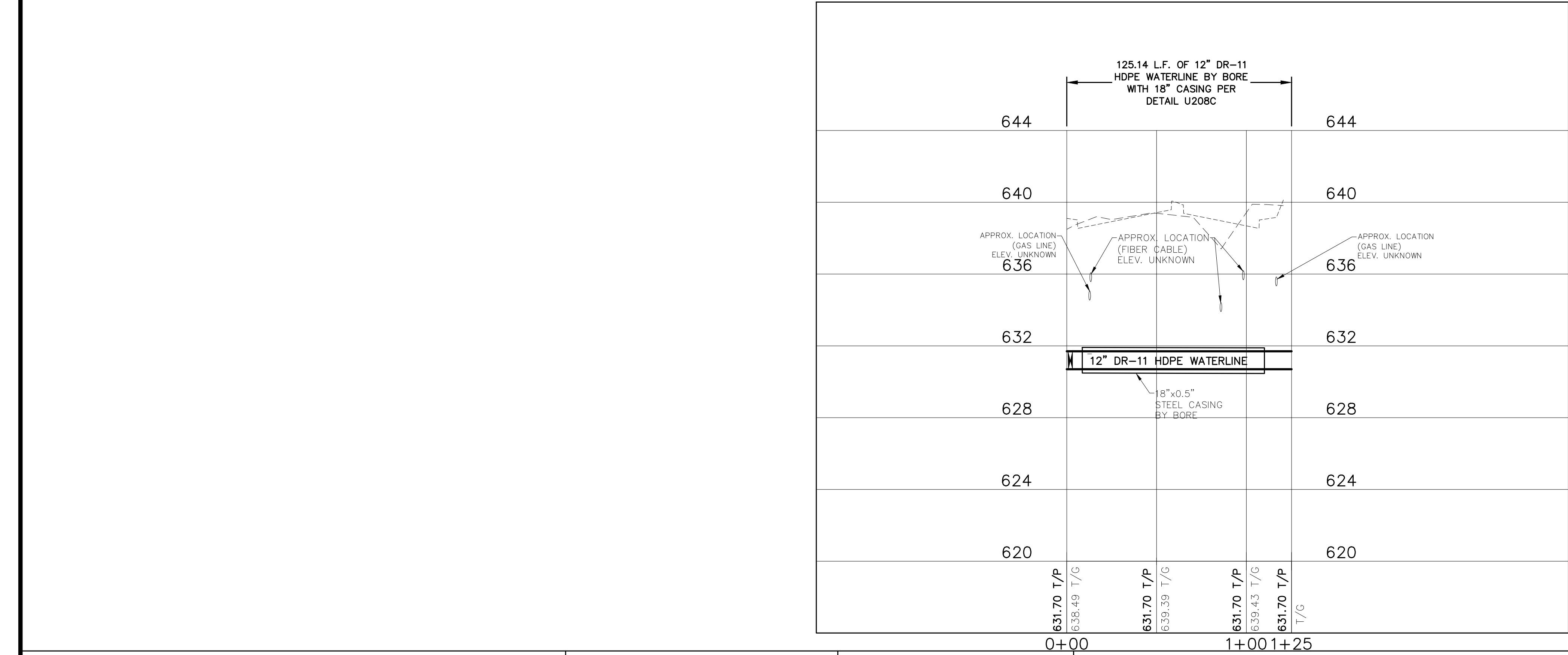
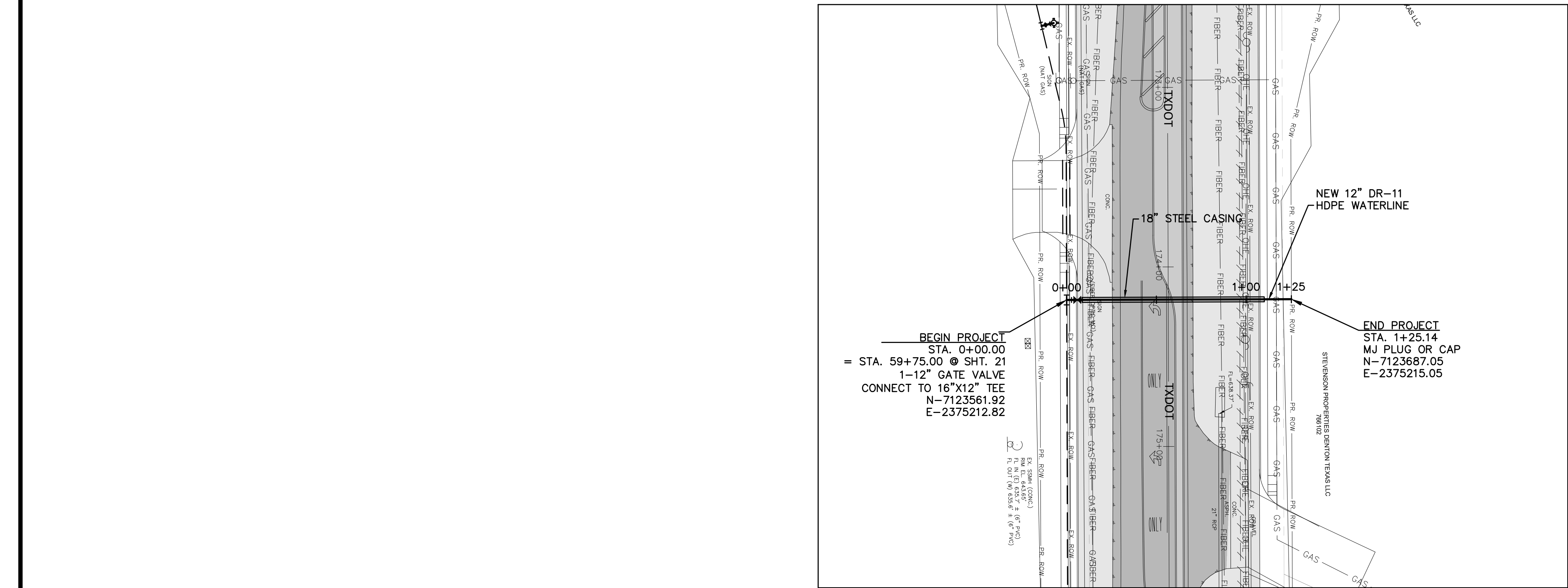
FM 1515 UTILITY RELOCATIONS

16" MAIN WATERLINE - WL1

STA 59+50.00 TO STA 69+74.42

DATE	SEP 2025	SCALE	HOR 1"= 40'
SHEET No.	21 of 37	VER 1"= 4'	





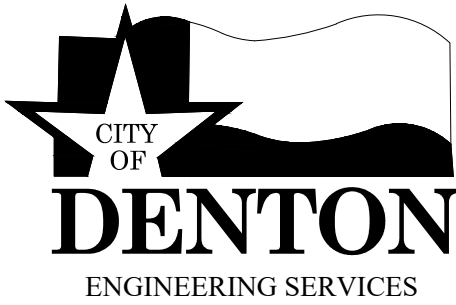
SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
	WATER VAULT
	WATER MANHOLE

	EXISTING STREET
	PROPOSED STREET

- NOTES:
- FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401
 - VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5' BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
 - ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
 - ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.

ENTERED BY	M.S.	PROJECT #	630511523
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\ADD\FM 1515 UTILITIES RELOCATING_ADD_09-25-25.DWG		



FM 1515 UTILITY RELOCATIONS

8" WATERLINE CROSSING - WL7

STA 0+00 TO STA 1+25.14

DATE
SEP 2025

SHEET No.
28A of 37

SCALE

HOR 1"= 40'

VER 1"= 4'

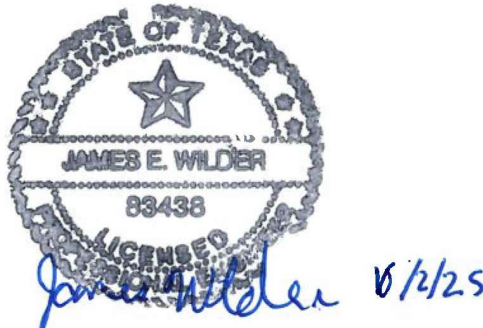


Exhibit "C"

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
1	01 57 13	SWPPP	LS			
2	01 58 13	Project Signs	EA			
3	01 70 00	Mobilization	LS			
4	02 41 14	Remove Utility Manhole	EA			
5	02 41 14	Remove Fire Hydrant, Lead Line & Valve	EA			
6	02 41 14	Remove Water Valve	EA			
7	31 10 00	Site Clearing	LS			
8	31 25 14	SWPPP Device Installation	LS			
9	31 25 14	SWPPP Device Removal	LS			
10	32 01 17	Asphalt Pavement Repair for Utility Trench	SY			
11	32 01 29	Concrete Pavement Repair for Utility Trench	SY			
12	32 01 29	Concrete Flume Repair	SY			
13	32 93 00	Seeding Turf Grass	SY	120	\$ 3.00	\$ 360.00
14	32 93 00	Block Sod	SY			
15	33 05 05	Excavation Protection	LF			
16	33 05 07	Steel Casing by Open Cut (12")	LF			
17	33 05 07	Steel Casing by Bore (12")	LF			
18	33 05 07	Steel Casing by Open Cut (18")	LF			
19	33 05 07	Steel Casing by Bore (18")	LF	102	\$ 760.00	\$ 77,520.00
20	33 05 07	Steel Casing by Open Cut (20")	LF			
21	33 05 07	Steel Casing by Bore (20")	LF			
22	33 05 07	Steel Casing by Open Cut (24")	LF			
23	33 05 07	Steel Casing by Bore (24")	LF			
24	33 05 15	HDPE Water Main in Casing (8")	LF			
25	33 05 15	HDPE Water Main in Casing (12")	LF	102	\$ 110.00	\$ 11,220.00
26	33 05 15	HDPE Water Main in Casing (16")	LF			
27	33 05 15	Sanitary Sewer Gravity Main in Casing (12")	LF			
28	33 05 15	Sanitary Sewer Gravity Main in Casing (15")	LF			
29	33 05 61; 33 05 62	Concrete Manhole (5' ID) (0'-6' Deep)	EA			
30	33 05 61; 33 05 62	Extra Concrete Manhole Depth	VF			
31	33 05 61; 33 05 62	External Drop for Manhole	EA			
32	33 05 64	Double Detector Check Valve Vault	EA			
33	33 05 76	Fiberglass Manhole (5' ID)	EA			
34	33 05 76	Extra Fiberglass Manhole Depth	VF			
35	33 05 98	Locate Existing Utilities	LS			
36	33 14 11	PVC Water Main (8")	LF			
37	33 14 11	PVC Water Main (12")	LF			
38	33 14 14	HDPE Water Main (8")	LF			
39	33 14 14	HDPE Water Main (12")	LF	23	\$ 310.00	\$ 7,130.00
40	33 14 14	HDPE Water Main (16")	LF			
41	33 14 17	Water Service Connection (2")	EA			
42	33 14 20	Gate Valve (8")	EA			
43	33 14 20	Gate Valve (12")	EA	1	\$ 10,000.00	\$ 10,000.00
44	33 14 20	Gate Valve (16")	EA			
45	33 14 25	Connection to Existing Main (8")	EA			
46	33 14 25	Connection to Existing Main (12")	EA			
47	33 14 25	Connection to Existing Main (16")	EA			
48	33 14 25	City Performed Tapping Sleeve and Valve Connection (12" x 12")	EA			
49	33 14 40	Fire Hydrant Assembly	EA			
50	33 31 14	Sanitary Sewer Gravity Main (12")	LF			
51	33 31 14	Sanitary Sewer Gravity Main (15")	LF			
52	TXDOT 7216	Insertion Valve (8")	EA			
53	34 71 13	Traffic Control Devices	MO			
54	34 71 13	Traffic Control Plan	EA			

TOTAL PROJECT BID AMOUNT: \$ 106,230.00
Engineering Design & Project Manager 5%(soft cost): \$ 5,311.50

TOTAL \$ 111,541.50