

ORDINANCE NO. 25-2012

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH BAKER 345, LLC AND RM SQUARED DENTON, LLC, FOR THE PAYMENT IN LIEU OF CONSTRUCTION OF OFFSITE SIDEWALK IMPROVEMENTS ALONG A PORTION OF MASCH BRANCH ROAD BETWEEN HAMPTON ROAD AND US380; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the “City”) and Baker 345, LLC and RM Squared Denton, LLC, (collectively, the “Developer”) desire to enter into an agreement for the Developer’s proportionate share of cost of construction for a portion of offsite sidewalk public improvement; and

WHEREAS, Developer is the owner or developer of the approximately 352.71 acres of land located north of Hampton Road and east of Lovers Lane within the city limits of Denton and is in the process of developing and improving the property; and

WHEREAS, Developer has, pursuant to the City ordinances, executed a development contract dated April 15, 2026, to ensure that any and all sidewalks, streets, water and sewer lines, drainage facilities or other public improvements which are to be dedicated to the public, are constructed and completed in accordance with the plans approved by the City of Denton on October 17, 2025 under Project Number CEP25-0023; and

WHEREAS, North Masch Branch Road is classified as a secondary arterial roadway in the City’s Mobility Plan, and such roadways include a minimum standard of a ten (10) foot width sidewalk pursuant to adopted Mobility Plan; and

WHEREAS, due to the lack of existing and available right-of-way width on the west side of North Masch Branch Road, Developer is physically constrained from providing the required ten (10) foot width sidewalk along the full length of the project; and

WHEREAS, in order to receive a Letter of Acceptance for the Improvements, Developer may, in lieu of completing the full perimeter sidewalks, provide funds to the City in the not-to-exceed amount of forty-eight thousand seven hundred fifty dollars (\$48,750.00), and the constructable sidewalk width; 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 designee, 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRED REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM: MACK
REINWAND, CITY ATTORNEY

BY: Healy McMahon

Exhibit A
Development Agreement

STATE OF TEXAS §
 §
COUNTY OF DENTON §

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into by and among Baker 345, LLC and RM Squared Denton, LLC (herein referred to collectively as “**Developer**”), acting by and through their duly authorized officers, both with a principal place of business located at 525 S. Loop 288, Suite 105, Denton, Texas 76205, and the City of Denton, a Texas Home-Rule Municipal Corporation (hereinafter referred to as the “**City**”), with its offices located at 215 East McKinney Street, Denton, Texas 76201; is made and entered into this ___ day of _____, 20___ (the “**Effective Date**”).

WITNESSETH:

WHEREAS, Developer is the owner of certain real property on the northeast corner of North Masch Branch Road and Hampton Road in the City of Denton, Texas and being described and depicted on **Exhibit A**, attached hereto and made a part hereof for all purposes (the “**Property**”); and

WHEREAS, the Property was rezoned to a Planned Development District (PD) on June 7, 2022 via City of Denton Ordinance Z21-0017b; and

WHEREAS, such rezoning included adoption of Planned Development Standards which prohibits the Property from taking access off of Hampton Road; and

WHEREAS, Developer has, pursuant to the City ordinances, executed a development contract dated April 15, 2026, to ensure that any and all sidewalks, streets, water and sewer lines, drainage facilities or other public improvements which are to be dedicated to the public, hereafter referred to as (“**Improvements**”), are constructed and completed in accordance with the plans approved by the City of Denton on October 17, 2025 under Project Number CEP25-0023 (hereafter, the “**Plans**”); and

WHEREAS, the Developer has opted to perform optional, additional off-site improvements by constructing a portion of N. Masch Branch Road from US380 heading north to Hampton Road and by building the future N. Masch Branch Road extending north along the western property boundary of the Property only (the “**Project**”) which is depicted on Exhibit B and is part of the Plans.. These improvements for Masch Branch align with the approved Mobility Plan. There are no required improvements for Hampton Road, as the development is prohibited from obtaining access to this road as outlined in the Planned Development Standards adopted via City Ordinance Z21-0017b; and

WHEREAS, North Masch Branch Road is classified as a secondary arterial roadway in the City's Mobility Plan, and such roadways include a minimum standard of a ten (10) foot width sidewalk pursuant to adopted Mobility Plan; and

WHEREAS, due to the lack of existing and available right-of-way width on the west side of North Masch Branch Road, Developer is physically constrained from providing the required ten (10) foot width sidewalk along the full length of the Project; and

WHEREAS, as shown on **Exhibit B**, the depiction of the Project, there is one section of Masch Branch Road where due to , existing improvements and lack of right-of-way a sidewalk is not able to be installed. Therefore, if approved by City Council and by way of this Agreement, the City will accept payment in lieu of construction for sidewalks not constructed in a certain section as described on **Exhibit B**; and

WHEREAS, in order to receive a Letter of Acceptance for the Improvements, Developer may, in lieu of completing the full perimeter sidewalks, provide funds to the City in the not-to-exceed amount of forty-eight thousand seven hundred fifty dollars (\$48,750.00) _____ (00/100) dollars, and the constructable sidewalk width being described on **Exhibit C**, attached hereto and made a part hereof for all purposes; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein Developer and the City do hereby AGREE as follows:

SECTION 1. DESIGN AND CONSTRUCTION

A. Design and Construction Value Fees.

1. Developer has designed the Plans, for the Project which the City has reviewed and approved through the Development Review Process. Due to site constraints described in the recitals, Developer's construction of the Project will not include the sidewalk section marked on **Exhibit B**, (the "Omitted Section"). Instead of constructing this section, Developer will pay in lieu of construction. Although a ten (10) foot wide sidewalk is required, Developer has agreed to provide, and City has agreed to accept, payment in lieu of construction for an eight (8) foot sidewalk. An Opinion of Probable Cost calculation for the Omitted Section's length, and a width of eight (8) feet sidewalk was include in the designed plans

SECTION 2. TERM

1. The term of this Agreement shall begin on the Effective Date and end upon the complete construction and acceptance of the Improvements, as well as all obligations and conditions precedent by the parties to this Agreement.

2. Within (30) days of the Effective Date, the Developer shall provide payment to the City of forty-eight thousand seven hundred fifty dollars (\$48,750.00), the full amount as outlined in Exhibit C.

SECTION 3. 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 5. INDEMNITY

THE DEVELOPER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, OR LIABILITY OF ANY KIND WHATSOEVER (INCLUDING DEATH), BY REASON OF INJURY TO PROPERTY OR PERSON OCCASIONED BY ANY ACT OR OMISSION, NEGLIGENCE, OR WRONGDOING OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS, OR OTHER PERSONS WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT; AND THE DEVELOPER SHALL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, THE DEVELOPER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL NOT INCLUDE ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND WHATSOEVER THAT ARE CAUSED BY THE CITY'S SOLE NEGLIGENCE. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OR WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND DEVELOPER BASED UPON THE COMPARATIVE FAULT OF EACH. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND

NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ENFORCING THIS INDEMNITY.

SECTION 6. 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 7. NOTICES

Any notice, request, demand, instruction or other communication required or permitted to be given to any Party under this Agreement shall be in writing and shall be either (i) personally delivered to the parties named below by a commercial messenger service regularly retaining receipts for such delivery; (ii) sent by registered or certified mail, return receipt requested, effective upon deposit; (iii) delivered by a reputable overnight courier service, effective upon delivery thereof to the carrier; or (iv) sent by electronic mail with confirmation of transmission, and shall be addressed to the parties as listed below:

To the City:	City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Street Denton, TX 76201
With Copy to:	City of Denton, Texas Mack Reinwand, City Attorney 215 E. McKinney Street Denton, TX 76201
To Developer:	Baker 345, LLC 525 S. Loop 288, Suite 105 Denton, Texas 76205 Attn: Robert J. Widmer, Jr., Secretary

To Developer: RM Squared Denton, LLC
525 S. Loop 288, Suite 105
Denton, Texas 76205
Attn: Lee Ramsey, Secretary

SECTION 8. 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 to this Agreement stipulate that this Agreement does not satisfy any other development obligation under law or City ordinances.

SECTION 9. 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 10. COUNTERPARTS

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 11. 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 12. 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 Property is developed.

SECTION 13. 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 scope of this Agreement is limited to the specific obligations of the Developer set forth in Sections 1, 2 3, 4, and 5 and the obligations of the City set forth in Section 1. 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.

SECTION 14. DEVELOPER WAIVER AND RELEASE

The Developer expressly acknowledges and agrees that the execution of this Agreement is made voluntarily by the Developer and not as a requirement of the City under its Code of Ordinances or Denton Development Code.

The Developer expressly acknowledges and agrees that the Developer Improvements are still subject to the assessment of water and wastewater impact fees, as well as other dedication, construction, and fee requirements and costs not associated with the Project.

Developer further expressly acknowledges that the nexus between the Developer Improvements and the City’s payment for the Project are roughly proportional to the burden imposed by the development and waives any claim therefor that it may have under any theory of law against the City.

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.

CITY OF DENTON


Cassey Ogden
Interim City Manager

BY: _____

ATTEST:
Ingrid Rex, City Secretary

By: _____

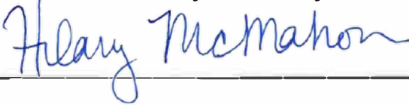
THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

Signed by:

053574243FF941B...
Signature

Director

Title

APPROVED AS TO LEGAL FORM:
Mack Reinwand, City Attorney

By: 

DEVELOPER:

By and through its authorized agent:

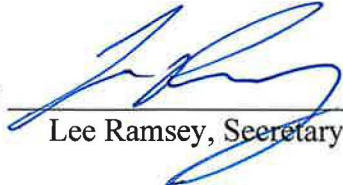
Baker 345, LLC
By and through its authorized agent:

By: 

Robert J. Widmer, Jr, Secretary

RM Squared Denton, LLC
By and through its authorized agent:

By: BLTJ Management, LLC, Manager

By: 

Lee Ramsey, Secretary

EXHIBIT A
(The Property)

All that certain lot, tract or parcel of land lying and being situated in Denton County, Texas and being a part of the R. Whitlock Survey, Abstract Number 1403, and being a part of the James Haney Survey, Abstract Number 515, and also being all of that called 325.62 acre tract of land described in deed to Baker Family Partners, LTD. recorded in Instrument Number 2002-113080, Real Property Records, Denton County, Texas and all of Lot 23, of Little Brook Estates, recorded in Volume 489, Page 269, Deed Records, Denton County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a 1 inch iron rod found at the Northerly most Northeast corner of said 325.62 acre tract, same being the Northwest corner of a called Parcel I described in deed to Richard Harris, Jr. Heritage Trust, recorded in Instrument Number 2012-139300, Real Property Records, Denton County, Texas;

THENCE South 00 degrees 09 minutes 38 seconds West, a distance of 3005.53 feet to a 1 inch iron rod found at the Southwest corner of a called Parcel III described in deed to Richard A. Harris, Jr., recorded in Instrument Number 2012-139302, Real Property Records, Denton County, Texas;

THENCE South 89 degrees 34 minutes 25 seconds East, a distance of 1261.86 feet to a capped iron rod set stamped "KAZ" at the Southeast corner of said Parcel III, in the West line of Kansas City Southern Railroad;

THENCE South 16 degrees 07 minutes 24 seconds East, a distance of 692.60 feet to a 1/2 inch capped iron rod found at the beginning of a curve to the left with a radius of 9242.20

feet and a chord bearing and distance of South 16 degrees 52 minutes 51 seconds East, a distance of 255.30 feet;

THENCE along said curve, an arc length of 255.31 feet to a 1/2 inch capped iron rod found at the beginning of a curve to the left with a radius of 6950.60 feet and a chord bearing and distance of South 19 degrees 04 minutes 08 seconds East, a distance of 349.60 feet;

THENCE along said curve, an arc length of 349.64 feet to a capped iron rod set stamped "KAZ";

THENCE South 28 degrees 15 minutes 08 seconds East, a distance of 204.66 feet to a 1/2 inch iron rod found at the beginning of a curve to the right with a radius of 6925.60 feet and a chord bearing and distance of South 22 degrees 27 minutes 57 seconds East, a distance of 110.76 feet;

THENCE along said curve, an arc length of 110.76 feet to a 1/2 inch iron rod found;

THENCE South 00 degrees 26 minutes 28 seconds East, a distance of 842.17 feet to a 1/2 inch iron rod found;

THENCE South 00 degrees 35 minutes 06 seconds East, a distance of 520.84 feet to a P.K. Nail set in the centerline of Hampton Road;

THENCE South 89 degrees 57 minutes 54 seconds West, along said centerline, a distance of 3401.05 feet to a P.K. Nail set at the intersection of the centerline of Hampton Road and the centerline of Masch Branch Road;

THENCE North 00 degrees 14 minutes 03 seconds East, along said centerline of Masch

Branch Road, a distance of 2272.90 feet to a concrete monument found at the Southeast corner of the aforementioned Lot 23;

THENCE South 89 degrees 57 minutes 00 seconds West, along the South line of said Lot 23, a distance of 947.78 feet to a capped iron rod set stamped "KAZ";

THENCE North 00 degrees 04 minutes 28 seconds East, a distance of 918.80 feet to a 3/8 inch iron rod found in a concrete monument at the Northwest corner of said Lot 23;

THENCE North 89 degrees 57 minutes 00 seconds East, along the North line of said Lot 23, a distance of 948.62 feet to a concrete monument found at the Northeast corner of said Lot 23;

THENCE North 00 degrees 04 minutes 43 seconds East, a distance of 1374.73 feet to a concrete monument found at the Northeast corner of Lot 21, of said Little Brook Estates;

THENCE North 00 degrees 17 minutes 09 seconds East, a distance of 687.54 feet to a concrete monument found at the Northeast corner of Lot 20, of said Little Brook Estates;

THENCE North 00 degrees 06 minutes 47 seconds East, a distance of 668.98 feet to a capped iron rod set stamped "KAZ" at the Northwest corner of the aforementioned 325.69 acre tract;

THENCE South 89 degrees 16 minutes 26 seconds East, a distance of 1598.12 feet to the **POINT OF BEGINNING** and containing 345.47 acres of land, more or less.

Exhibit A

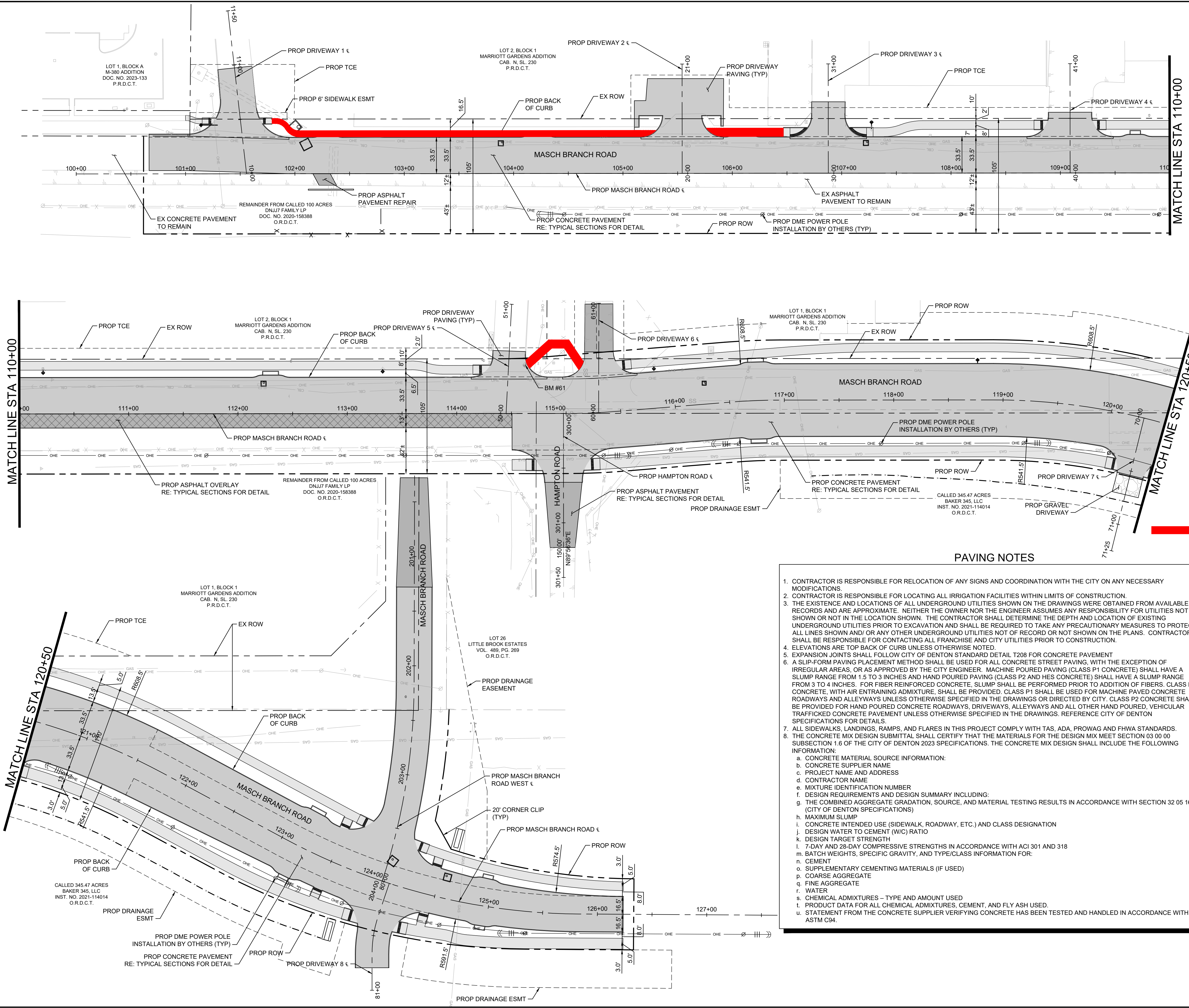


Exhibit B

The Improvements

[Insert civil engineering plan sheet with markup]

Plotted By: Jale, JT Date: October 07, 2025 09:19:13am File Path: K:\NRL\Civil\03248001 - Baker Tract - RM_Squared\Cad\Exhibits\PlanSheets\C-Paving Overall - Sidewalk OPC.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- EX ROW
- PROP ROW
- SS PROP SANITARY SEWER
- PROP STORM DRAIN
- EX OVERHEAD ELECTRIC
- PROP OVERHEAD ELECTRIC (BY OTHERS)
- EX FENCE
- PROP CONCRETE PAVEMENT
- PROP ASPHALT PAVEMENT
- PROP ASPHALT OVERLAY
- PROP 6" FLEXBASE PAVEMENT
- PROP CONCRETE SIDEWALK

CAUTION! EXISTING BURIED GAS LINES

PAVING NOTES

- CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ANY SIGNS AND COORDINATION WITH THE CITY ON ANY NECESSARY MODIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL IRRIGATION FACILITIES WITHIN LIMITS OF CONSTRUCTION.
- THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND/OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND CITY UTILITIES PRIOR TO CONSTRUCTION.
- ELEVATIONS ARE TOP BACK OF CURB UNLESS OTHERWISE NOTED.
- EXPANSION JOINTS SHALL FOLLOW CITY OF DENTON STANDARD DETAIL T208 FOR CONCRETE PAVEMENT
- A SLIP-FORM PAVING PLACEMENT METHOD SHALL BE USED FOR ALL CONCRETE STREET PAVING, WITH THE EXCEPTION OF IRREGULAR AREAS, OR AS APPROVED BY THE CITY ENGINEER. MACHINE POURED PAVING (CLASS P1 CONCRETE) SHALL HAVE A SLUMP RANGE FROM 1.5 TO 3 INCHES AND HAND POURED PAVING (CLASS P2 AND HES CONCRETE) SHALL HAVE A SLUMP RANGE FROM 3 TO 4 INCHES. FOR FIBER REINFORCED CONCRETE, SLUMP SHALL BE PERFORMED PRIOR TO ADDITION OF FIBERS. CLASS P CONCRETE, WITH AIR ENTRAINING ADMIXTURE, SHALL BE PROVIDED. CLASS P1 SHALL BE USED FOR MACHINE PAVED CONCRETE ROADWAYS AND ALLEYS UNLESS OTHERWISE SPECIFIED IN THE DRAWINGS OR DIRECTED BY CITY. CLASS P2 CONCRETE SHALL BE PROVIDED FOR HAND POURED CONCRETE ROADWAYS, DRIVEWAYS, ALLEYS AND ALL OTHER HAND POURED, VEHICULAR TRAFFICKED CONCRETE PAVEMENT UNLESS OTHERWISE SPECIFIED IN THE DRAWINGS. REFERENCE CITY OF DENTON SPECIFICATIONS FOR DETAILS.
- ALL SIDEWALKS, LANDINGS, RAMPS, AND FLARES IN THIS PROJECT COMPLY WITH TAS, ADA, PROWAG AND FHWA STANDARDS.
- THE CONCRETE MIX DESIGN SUBMITTAL SHALL CERTIFY THAT THE MATERIALS FOR THE DESIGN MIX MEET SECTION 03 00 00 SUBSECTION 1.6 OF THE CITY OF DENTON 2023 SPECIFICATIONS. THE CONCRETE MIX DESIGN SHALL INCLUDE THE FOLLOWING INFORMATION:
 - CONCRETE MATERIAL SOURCE INFORMATION:
 - CONCRETE SUPPLIER NAME
 - PROJECT NAME AND ADDRESS
 - CONTRACTOR NAME
 - MIXTURE IDENTIFICATION NUMBER
 - DESIGN REQUIREMENTS AND DESIGN SUMMARY INCLUDING:
 - THE COMBINED AGGREGATE GRADATION, SOURCE, AND MATERIAL TESTING RESULTS IN ACCORDANCE WITH SECTION 32 05 16 (CITY OF DENTON SPECIFICATIONS)
 - MAXIMUM SLUMP
 - CONCRETE INTENDED USE (SIDEWALK, ROADWAY, ETC.) AND CLASS DESIGNATION
 - DESIGN WATER TO CEMENT (W/C) RATIO
 - DESIGN TARGET STRENGTH
 - 7-DAY AND 28-DAY COMPRESSIVE STRENGTHS IN ACCORDANCE WITH ACI 301 AND 318
 - BATCH WEIGHTS, SPECIFIC GRAVITY, AND TYPE/CLASS INFORMATION FOR:
 - CEMENT
 - SUPPLEMENTARY CEMENTING MATERIALS (IF USED)
 - COARSE AGGREGATE
 - FINE AGGREGATE
 - WATER
 - CHEMICAL ADMIXTURES - TYPE AND AMOUNT USED
 - PRODUCT DATA FOR ALL CHEMICAL ADMIXTURES, CEMENT, AND FLY ASH USED
 - STATEMENT FROM THE CONCRETE SUPPLIER VERIFYING CONCRETE HAS BEEN TESTED AND HANDLED IN ACCORDANCE WITH ASTM C94.

Portion of Sidewalk to be paid in lieu of construction.

!!WARNING!!

EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.



Know what's Below. Call before you dig.

BENCHMARKS

BM #61 - 1" SET, on concrete curb located 247 feet northwest from intersection of N. Masch Branch Road and Hampton Road.
Elevation: 676.76'

City of Denton Control Point #2012 - Northeast corner of W. University Drive (US 380).
N: 7133294.268
E: 2366902.032
Elevation: 659.89'

Project combined scale factor: 1.000151392693278

Vertical Datum is NAVD 88.

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE: 972-355-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-528

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn
Engineer: JOHN T. HALE
P.E. No. 145933 Date: 10/7/2025

SCALE	AS SHOWN	DESIGNED BY	DRAWN BY	CHECKED BY
		JTR	JTR	JTH

REVISIONS

No.	REVISIONS	DATE

SIDEWALK OPC EXHIBIT

MASCH BRANCH ROAD
CITY OF DENTON
DENTON COUNTY, TEXAS

DATE: 10/7/2025
PROJECT NO.: CEP25-0023
SHEET NUMBER: 1 OF 1

Exhibit C
Opinion of Probable Cost
[Insert OPC]

MASCH BRANCH
OPINION OF PROBABLE CONSTRUCTION COST



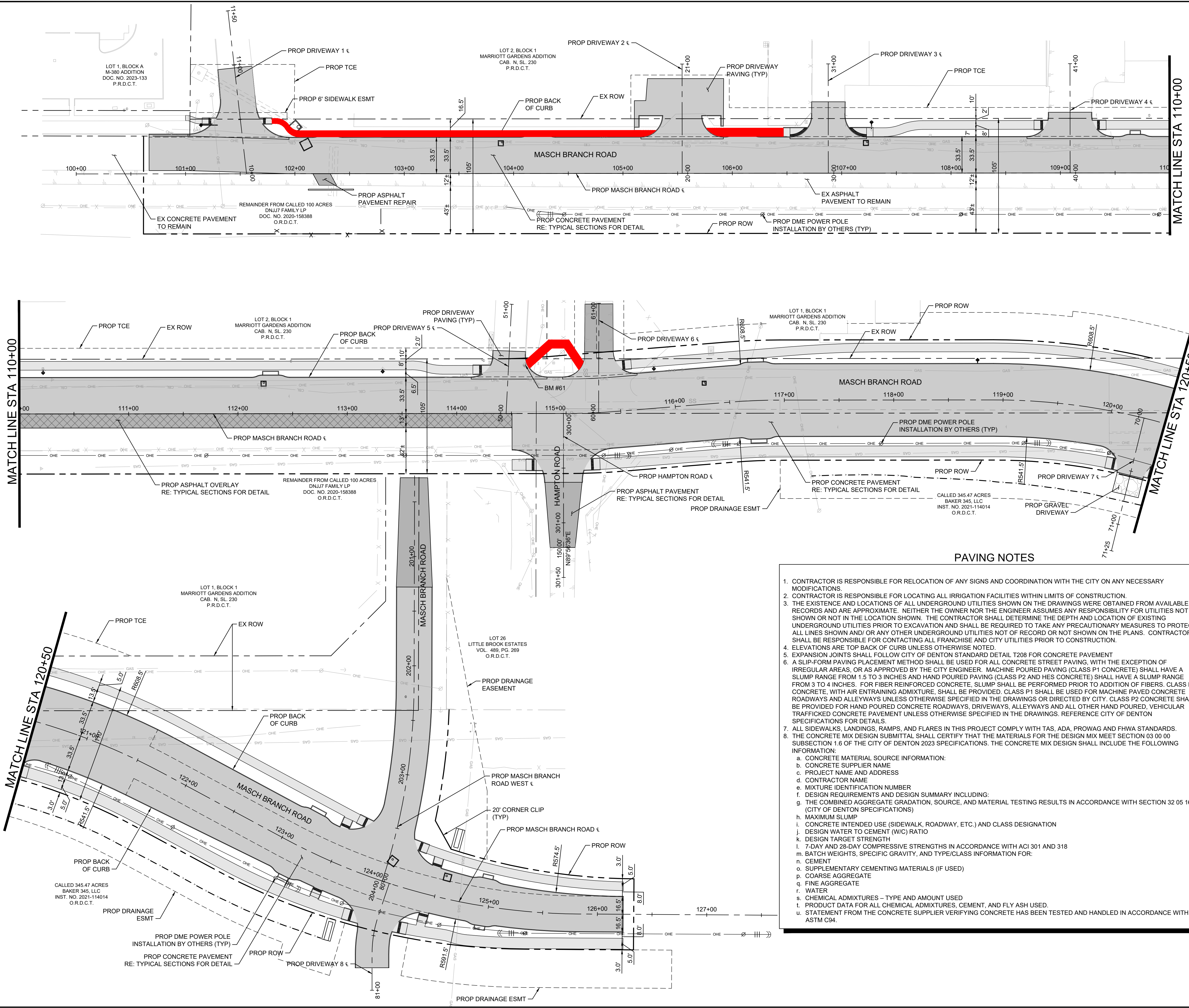
PROJECT NAME: MASCH BRANCH ROAD SIDEWALK
CITY: DENTON, TX
KHA JOB NUMBER: 063248001
10/7/2025

A. STREET PAVING				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>QUANTITY</i>	<i>COST</i>
CURB RAMP, TY 1A (8' WIDTH)	EA	\$ 3,000.00	4	\$ 12,000.00
6" REINFORCED CONCRETE SIDEWALK (8' WIDTH)	LF	\$ 75.00	490	\$ 36,750.00
SUB-TOTAL STREET PAVING				\$ 48,750.00

SUMMARY	
A. STREET PAVING	\$ 48,750.00
<i>SUB-TOTAL</i>	\$ 48,750.00
TOTAL CONSTRUCTION COSTS:	\$ 48,750.00

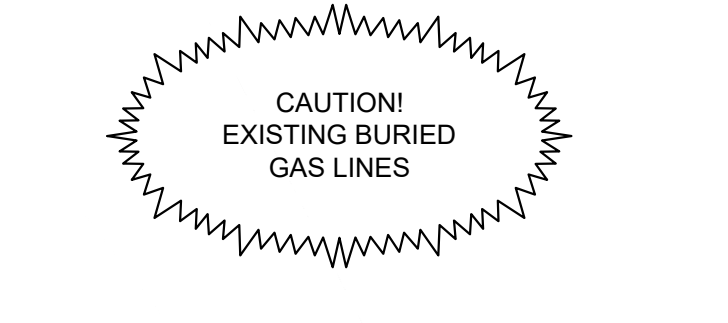
*This OPC is for the red area in the attached exhibit.

Plotted By: Jale, JT Date: October 07, 2025 09:19:13am File Path: K:\NRL\Civil\03248001 - Baker Tract - RM_Squared\Cad\Exhibits\PlanSheets\C-Paving Overall - Sidewalk OPC.dwg
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LEGEND

- EX ROW
- PROP ROW
- PROP SANITARY SEWER
- PROP STORM DRAIN
- EX OVERHEAD ELECTRIC
- PROP OVERHEAD ELECTRIC (BY OTHERS)
- EX FENCE
- PROP CONCRETE PAVEMENT
- PROP ASPHALT PAVEMENT
- PROP ASPHALT OVERLAY
- PROP 6" FLEXBASE PAVEMENT
- PROP CONCRETE SIDEWALK



PAVING NOTES

- CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ANY SIGNS AND COORDINATION WITH THE CITY ON ANY NECESSARY MODIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL IRRIGATION FACILITIES WITHIN LIMITS OF CONSTRUCTION.
- THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND/ OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND CITY UTILITIES PRIOR TO CONSTRUCTION.
- ELEVATIONS ARE TOP BACK OF CURB UNLESS OTHERWISE NOTED.
- EXPANSION JOINTS SHALL FOLLOW CITY OF DENTON STANDARD DETAIL T208 FOR CONCRETE PAVEMENT
- A SLIP-FORM PAVING PLACEMENT METHOD SHALL BE USED FOR ALL CONCRETE STREET PAVING, WITH THE EXCEPTION OF IRREGULAR AREAS, OR AS APPROVED BY THE CITY ENGINEER. MACHINE POURED PAVING (CLASS P1 CONCRETE) SHALL HAVE A SLUMP RANGE FROM 1.5 TO 3 INCHES AND HAND POURED PAVING (CLASS P2 AND HES CONCRETE) SHALL HAVE A SLUMP RANGE FROM 3 TO 4 INCHES. FOR FIBER REINFORCED CONCRETE, SLUMP SHALL BE PERFORMED PRIOR TO ADDITION OF FIBERS. CLASS P CONCRETE, WITH AIR ENTRAINING ADMIXTURE, SHALL BE PROVIDED. CLASS P1 SHALL BE USED FOR MACHINE PAVED CONCRETE ROADWAYS AND ALLEYS UNLESS OTHERWISE SPECIFIED IN THE DRAWINGS OR DIRECTED BY CITY. CLASS P2 CONCRETE SHALL BE PROVIDED FOR HAND POURED CONCRETE ROADWAYS, DRIVEWAYS, ALLEYS AND ALL OTHER HAND POURED, VEHICULAR TRAFFICKED CONCRETE PAVEMENT UNLESS OTHERWISE SPECIFIED IN THE DRAWINGS. REFERENCE CITY OF DENTON SPECIFICATIONS FOR DETAILS.
- ALL SIDEWALKS, LANDINGS, RAMPS, AND FLARES IN THIS PROJECT COMPLY WITH TAS, ADA, PROWAG AND FHWA STANDARDS.
- THE CONCRETE MIX DESIGN SUBMITTAL SHALL CERTIFY THAT THE MATERIALS FOR THE DESIGN MIX MEET SECTION 03 00 00 SUBSECTION 1.6 OF THE CITY OF DENTON 2023 SPECIFICATIONS. THE CONCRETE MIX DESIGN SHALL INCLUDE THE FOLLOWING INFORMATION:
 - CONCRETE MATERIAL SOURCE INFORMATION:
 - CONCRETE SUPPLIER NAME
 - PROJECT NAME AND ADDRESS
 - CONTRACTOR NAME
 - MIXTURE IDENTIFICATION NUMBER
 - DESIGN REQUIREMENTS AND DESIGN SUMMARY INCLUDING:
 - THE COMBINED AGGREGATE GRADATION, SOURCE, AND MATERIAL TESTING RESULTS IN ACCORDANCE WITH SECTION 32 05 16 (CITY OF DENTON SPECIFICATIONS)
 - MAXIMUM SLUMP
 - CONCRETE INTENDED USE (SIDEWALK, ROADWAY, ETC.) AND CLASS DESIGNATION
 - DESIGN WATER TO CEMENT (W/C) RATIO
 - DESIGN TARGET STRENGTH
 - 7-DAY AND 28-DAY COMPRESSIVE STRENGTHS IN ACCORDANCE WITH ACI 301 AND 318
 - BATCH WEIGHTS, SPECIFIC GRAVITY, AND TYPE/CLASS INFORMATION FOR:
 - CEMENT
 - SUPPLEMENTARY CEMENTING MATERIALS (IF USED)
 - COARSE AGGREGATE
 - FINE AGGREGATE
 - WATER
 - CHEMICAL ADMIXTURES - TYPE AND AMOUNT USED
 - PRODUCT DATA FOR ALL CHEMICAL ADMIXTURES, CEMENT, AND FLY ASH USED
 - STATEMENT FROM THE CONCRETE SUPPLIER VERIFYING CONCRETE HAS BEEN TESTED AND HANDLED IN ACCORDANCE WITH ASTM C94.

!!WARNING!!

EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.



Know what's Below.
Call before you dig.

BENCHMARKS

BM #61 - 1" SET, on concrete curb located 247 feet northwest from intersection of N. Masch Branch Road and Hampton Road.
Elevation: 676.76'

City of Denton Control Point #2012 - Northeast corner of W. University Drive (US 380).
N: 7133294.268
E: 2366902.032
Elevation: 659.89'

Project combined scale factor: 1.000151392693278

Vertical Datum is NAVD 88.

Kimley»Horn
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6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-528

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn
Engineer: JOHN T. HALE
P.E. No. 145933 Date: 10/7/2025

SCALE	AS SHOWN	DESIGNED BY	DRAWN BY	CHECKED BY
		JTR	JTR	JTH

SIDEWALK OPC EXHIBIT

MASCH BRANCH ROAD
CITY OF DENTON
DENTON COUNTY, TEXAS

NO.	REVISIONS	DATE

DATE: 10/7/2025
PROJECT NO.: CEP25-0023
SHEET NUMBER: 1 OF 1