KLEIN ENGINEERING INC.
CIVIL • MUNICIPAL • ENVIRONMENTAL ENGINEERS

TEXAS REGISTRATION # F-000485

WPAP

June 23, 2011

Texas Commission on Environmental Quality
EAPP / San Antonio
14250 Judson Rd.
San Antonio, Texas 78233-4480

Re: Christian Brothers Automotive – SH 46 & Oak Sprawl Rd.; New Braunfels, Texas
Edwards Aquifer Protection Program San Antonio File No. 2977.00;
Investigation No. 914188;
Regulated Entity No. RN106123748

Mr. Javier Anguiano:

The following responses have been completed in reference to the TCEQ comment letter dated June 17, 2011:

1. According to Comal County records, the entire 2.305 ac site is owned by New Braunfels Investment Joint Venture. Please revise all pertinent forms and attachments to list New Braunfels Investment Joint Venture as the applicant/owner. Provide a new Agent Authorization form (since the provided form has been altered) signed by a signing authority from New Braunfels Investment Joint Venture.

   All pertinent forms have been revised to list New Braunfels Investment Joint Venture as the applicant/owner of this permit. Revised forms are provided.

2. Confirm that the temporary BMPs details conform to the Edwards Aquifer Technical Guidance Manual, e.g., specify silt fence post to be steel.

   Said details have been reviewed and revised to conform to the Edwards Aquifer Technical Guidance Manual. Revised sheet is provided.

3. Was the drive way apron accounted for in the permanent BMP (PBMP) sizing calculations?

   Yes. It is the 0.0127 acre uncaptured additional impervious area included in the Vortech Unit sizing calculations.

4. Please identify the 0.0127 acre uncaptured area (listed in the sizing calculations) on the site plan.

   The 0.0127 acre uncaptured area is the additional impervious cover of the driveway apron draining to S.H. 46. It has been noted and identified on the Drainage Area Map. Revised sheet is provided.

5. The Drainage Area Map indicates that the drainage area to the detention pond (and Vortech unit) located in "project area 1" is 0.74 acres. The sizing calculations indicate the drainage area to the Vortech unit is 0.94 acres. Please explain and revise as necessary.

   The drainage area contributing to the detention pond (Vortech unit) is in fact 0.74 acres. The total area in "Project Area 1" is 0.95 acres. The sizing calculations have been revised to include the 0.74 acres instead of the 0.95 acres. However, since the sizing calculations are based on impervious cover which has not changed, there is no change in the required TSS removal nor Vortech unit size.

If you have any further questions and/or comments, let us know.

Thank You,

Brian M. Cope, P.E.
Klein Engineering, Inc.

/attachments

KLEIN ENGINEERING, INC.
8611 Botts Lane
San Antonio, TX 78217
ph - (210) 828-7070 - fx - (210) 828-7076

RECEIVED
JUL JUN 30

Comal Co

TRANSMITTAL FORM

To: TCEQ - San Antonio Division
14250 Judson Rd.
San Antonio, TX 78233

Attn: **Javier Anguiano**

Date: 06/27/11

Project No.: File No. 2977.00
Christian Brothers Automotive

Ref: Response to Comments

WE ARE SENDING YOU

- [X] Attached
- [ ] Under separate cover via the following items
  - [ ] Shop Drawings
  - [ ] Specifications
  - [ ] Original Drawings
  - [ ] Prints
  - [ ] Copy of letter
  - [X] Submittal Data
  - [ ] Other

RECEIVED
JUL 2 2 2011
COUNTY ENGINEER

No. of Copies	Description
1	Original - Revised sizing calculations
4	Copies - Revised sizing calculations

THESE ARE TRANSMITTED as checked below

- [ ] For approval
- [ ] No exception taken
- [X] Resubmit _____ copies for approval
- [ ] For your use
- [ ] Make corrections noted
- [ ] Submit _____ copies for distributions
- [ ] As requested
- [ ] Rejected
- [ ] Return _____ corrected prints
- [ ] For review and comment
- [ ] For your distribution

Remarks:

Javier,

Per your request, attached are the revised sizing calculations with original signature per your comments. If additional information is needed, please let us know.

Thank You!

Copy to: _____

KLEIN ENGINEERING, INC.
Nadia M. Sanchez, E.I.T.
nsanchez@kleinengineering.com

By: Nadia M. Sanchez

Texas Commission on Environmental Quality

TSS Removal Calculations 04-20-2009

Project Name: Christian E
Date Prepared: 6/27/2011

Additional information is provided for cells with a red triangle in the upper right corner. Place the cursor over the
Text shown in blue indicate location of instructions in the Technical Guidance Manual - RG-348.
Characters shown in red are data entry fields.
Characters shown in black (Bold) are calculated fields. Changes to these fields will remove the equations used i

1. The Required Load Reduction for the total project: Calculations from RG-348 Pages 3-27 to

Page 3-29 Equation 3.3: $L_M = 27.2(A_N \times P)$

where:

$L_{M\ TOTAL\ PROJECT}$ = Required TSS removal resulting from the proposed development
A_N = Net increase in impervious area for the project
P = Average annual precipitation, inches

Site Data: Determine Required Load Removal Based on the Entire Project

County =	Comal	
Total project area included in plan * =	2.31	acres
Predevelopment impervious area within the limits of the plan * =	0.00	acres
Total post-development impervious area within the limits of the plan* =	0.72	acres
Total post-development impervious cover fraction * =	0.31	
P =	33	inches
$L_{M\ TOTAL\ PROJECT}$ =	648	lbs.

* The values entered in these fields should be for the total project area.

Number of drainage basins / outfalls areas leaving the plan area = 2

2. Drainage Basin Parameters (This information should be provided for each basin):

Drainage Basin/Outfall Area No. =	1	
Total drainage basin/outfall area =	0.74	acres
Predevelopment impervious area within drainage basin/outfall area =	0.00	acres
Post-development impervious area within drainage basin/outfall area =	0.71	acres
Post-development impervious fraction within drainage basin/outfall area =	**0.96**	
$L_{M\ THIS\ BASIN}$ =	**636**	lbs.

3. Indicate the proposed BMP Code for this basin.

Proposed BMP = Vortechs
Removal efficiency = 0 percent

See sheet 3 of 3 for continuation

Aqualogic Car
Bioretention
Contech Storr
Constructed V
Extended Det
Grassy Swale
Retention / Irri
Sand Filter
Stormceptor
Vegetated Filt
Vortechs
Wet Basin
Wet Vault

4. Calculate Maximum TSS Load Removed (L_R) for this Drainage Basin by the selected BMP Type.

RG-348 Page 3-33 Equation 3.7: L_R = (BMP efficiency) x P x (A_I x 34.6 + A_P x 0.54)

where:

A_C = Total On-Site drainage area in the BMP catchment area
A_I = Impervious area proposed in the BMP catchment area
A_P = Pervious area remaining in the BMP catchment area
L_R = TSS Load removed from this catchment area by the proposed BM

A_C =	0.74	acres
A_I =	0.71	acres

Is Sufficient Treatment Available? (TSS Credit ≥ TSS Uncapt.)	#VALUE!	
TSS Treatment by BMP (LM + TSS Uncapt.) =	#VALUE!	

21. Vortech

Required TSS Removal in BMP Drainage Area=	**636.40**	lbs
Impervious Cover Overtreatment=	0.0127	ac
TSS Removal for Uncaptured Area =	11.40	lbs
BMP Sizing		
Effective Area =	0.64	EA
Calculated Model Size(s) =	Vx7000	
Actual Model Size (if choosing larger model size) =	Vx7000	Pick Model Size
Surface Area =	50.27	ft^2
Overflow Rate =	0.013983	V_{or}
Rounded Overflow Rate =	0.014000	V_{or}
BMP Efficiency % =	82.00	%
L_R Value =	664.27	lbs
TSS Load Credit =	27.87	lbs
Is Sufficient Treatment Available? (TSS Credit ≥ TSS Uncapt.)	Yes	
TSS Treatment by BMP (LM + TSS Uncapt.) =	647.80	

General Information Form
For Regulated Activities on the
Edwards Aquifer Recharge and Transition Zones
and Relating to 30 TAC §213.4(b) & §213.5(b)(2)(A), (B)
Effective June 1, 1999

REGULATED ENTITY NAME: Christian Brothers Automotive – S.H. 46 & Oak Sprawl Rd.
COUNTY: Comal STREAM BASIN: Guadalupe River Basin

EDWARDS AQUIFER: X RECHARGE ZONE
__ TRANSITION ZONE

PLAN TYPE: X WPAP __ AST __ EXCEPTION
__ SCS __ UST __ MODIFICATION

CUSTOMER INFORMATION

1. Customer (Applicant):

Contact Person: Edward Badouh, Jr.
Entity: New Braunfels Investment Joint Venture
Mailing Address: 2501 Oak Run Parkway
City, State: New Braunfels, Texas Zip: 78132
Telephone: 830-625-8933 FAX: 830-609-0480

Agent/Representative (If any):

Contact Person: Brian M. Cope, P.E.
Entity: Klein Engineering, Inc.
Mailing Address: 8611 Botts Lane
City, State: San Antonio, Texas Zip: 78217
Telephone: 210-828-7070 FAX: 210-828-7076

2. X This project is inside the city limits of New Braunfels.
__ This project is outside the city limits but inside the ETJ (extra-territorial jurisdiction) of _____.
__ This project is not located within any city's limits or ETJ.

3. The location of the project site is described below. The description provides sufficient detail and clarity so that the TCEQ's Regional staff can easily locate the project and site boundaries for a field investigation.

The project site consists of 2.305-acres located in the City of New Braunfels at the east corner of S.H. 46 and Oak Sprawl Rd; also bounded by Oak Run Subdivision Unit 14 to the north-east and a drainage channel to the south-east.

4. X **ATTACHMENT A - ROAD MAP**. A road map showing directions to and the location of the project site is attached at the end of this form.

5. X **ATTACHMENT B - USGS / EDWARDS RECHARGE ZONE MAP**. A copy of the official 7 ½ minute USGS Quadrangle Map (Scale: 1" = 2000') of the Edwards Recharge Zone is attached behind this sheet. The map(s) should clearly show:

X Project site.
X USGS Quadrangle Name(s).
X Boundaries of the Recharge Zone (and Transition Zone, if applicable).
X Drainage path from the project to the boundary of the Recharge Zone.

6. X Sufficient survey staking is provided on the project to allow TCEQ regional staff to locate the boundaries and alignment of the regulated activities and the geologic or manmade features noted in the Geologic Assessment. **The TCEQ must be able to inspect the project site or the application will be returned.**

7. X **ATTACHMENT C - PROJECT DESCRIPTION**. Attached at the end of this form is a detailed narrative description of the proposed project.

8. Existing project site conditions are noted below:
__ Existing commercial site
__ Existing industrial site
__ Existing residential site
__ Existing paved and/or unpaved roads
__ Undeveloped (Cleared)
X Undeveloped (Undisturbed/Uncleared)
__ Other: _____

PROHIBITED ACTIVITIES

9. X I am aware that the following activities are prohibited on the **Recharge Zone** and are not proposed for this project:

(1) waste disposal wells regulated under 30 TAC Chapter 331 of this title (relating to Underground Injection Control);
(2) new feedlot/concentrated animal feeding operations, as defined in 30 TAC §213.3;
(3) land disposal of Class I wastes, as defined in 30 TAC §335.1;
(4) the use of sewage holding tanks as parts of organized collection systems; and
(5) new municipal solid waste landfill facilities required to meet and comply with Type I standards which are defined in §330.41(b), (c), and (d) of this title (relating to Types of Municipal Solid Waste Facilities).

10. X I am aware that the following activities are prohibited on the **Transition Zone** and are not proposed for this project:

(1) waste disposal wells regulated under 30 TAC Chapter 331 (relating to Underground Injection Control);
(2) land disposal of Class I wastes, as defined in 30 TAC §335.1; and
(3) new municipal solid waste landfill facilities required to meet and comply with Type I standards which are defined in §330.41 (b), (c), and (d) of this title.

ADMINISTRATIVE INFORMATION

11. The fee for the plan(s) is based on:

X For a Water Pollution Abatement Plan and Modifications, the total acreage of the site where regulated activities will occur.
__ For an Organized Sewage Collection System Plans and Modifications, the total linear

footage of all collection system lines.

__ For a UST Facility Plan or an AST Facility Plan, the total number of tanks or piping systems.

__ A request for an exception to any substantive portion of the regulations related to the protection of water quality.

__ A request for an extension to a previously approved plan.

12. Application fees are due and payable at the time the application is filed. If the correct fee is not submitted, the TCEQ is not required to consider the application until the correct fee is submitted. Both the fee and the Edwards Aquifer Fee Form have been sent to the Commission's:

__ TCEQ cashier

__ Austin Regional Office (for projects in Hays, Travis, and Williamson Counties)

_X_ San Antonio Regional Office (for projects in Bexar, Comal, Kinney, Medina, and Uvalde Counties)

13. _X_ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies must be submitted to the appropriate regional office.

14. _X_ No person shall commence any regulated activity until the Edwards Aquifer Protection Plan(s) for the activity has been filed with and approved by the Executive Director.

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This **GENERAL INFORMATION FORM** is hereby submitted for TCEQ review. The application was prepared by:

BRIAN M. COPE, P.E.
Print Name of Customer/Agent

Signature of Customer/Agent

6/22/2011
Date

If you have questions on how to fill out this form or about the Edwards Aquifer protection program, please contact us at 210/490-3096 for projects located in the San Antonio Region or 512/339-2929 for projects located in the Austin Region.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.

Texas Commission on Environmental Quality
Edwards Aquifer Protection Program
Application Fee Form

NAME OF PROPOSED REGULATED ENTITY: Christian Brothers Automotive – S.H. 46 & Oak Sprawl Rd.
REGULATED ENTITY LOCATION: East corner of S.H. 46 & Oak Sprawl Rd.
NAME OF CUSTOMER: New Braunfels Investment Joint Venture
CONTACT PERSON: Edward Badouh, Jr. PHONE: 830-625-8933
(Please Print)

Customer Reference Number (if issued): CN 602512097 (nine digits)

Regulated Entity Reference Number (if issued): RN _____ (nine digits)

Austin Regional Office (3373) ☐ Hays ☐ Travis ☐ Williamson

San Antonio Regional Office (3362) ☐ Bexar X Comal ☐ Medina ☐ Kinney ☐ Uvalde

Application fees must be paid by check, certified check, or money order, payable to the **Texas Commission on Environmental Quality**. Your canceled check will serve as your receipt. **This form must be submitted with your fee payment.** This payment is being submitted to (Check One):

☐ **Austin Regional Office**

☐ **Mailed to TCEQ**:
TCEQ – Cashier
Revenues Section
Mail Code 214
P.O. Box 13088
Austin, TX 78711-3088

X **San Antonio Regional Office**

☐ **Overnight Delivery to TCEQ**:
TCEQ - Cashier
12100 Park 35 Circle
Building A, 3rd Floor
Austin, TX 78753
512/239-0347

Site Location (Check All That Apply): X Recharge Zone ☐ Contributing Zone ☐ Transition Zone

Type of Plan	Size		Fee Due
Water Pollution Abatement Plan, Contributing Zone Plan: One Single Family Residential Dwelling		Acres	$
Water Pollution Abatement Plan, Contributing Zone Plan: Multiple Single Family Residential and Parks		Acres	$
Water Pollution Abatement Plan, Contributing Zone Plan: Non-residential	2.305	Acres	$4,000.00
Sewage Collection System		L.F.	$
Lift Stations without sewer lines		Acres	$
Underground or Aboveground Storage Tank Facility		Tanks	$
Piping System(s)(only)		Each	$
Exception		Each	$
Extension of Time		Each	$

Signature

6/22/2011
Date

If you have questions on how to fill out this form or about the Edwards Aquifer protection program, please contact us at 210/490-3096 for projects located in the San Antonio Region or 512/339-2929 for projects located in the Austin Region.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.

Texas Commission on Environmental Quality
Edwards Aquifer Protection Program
Application Fee Schedule
30 TAC Chapter 213 (effective 05/01/2008)

Water Pollution Abatement Plans and Modifications
Contributing Zone Plans and Modifications

PROJECT	PROJECT AREA IN ACRES	FEE
One Single Family Residential Dwelling	< 5	$650
Multiple Single Family Residential and Parks	< 5 5 < 10 10 < 40 40 < 100 100 < 500 = 500	$1,500 $3,000 $4,000 $6,500 $8,000 $10,000
Non-residential (Commercial, industrial, institutional, multi-family residential, schools, and other sites where regulated activities will occur)	< 1 1 < 5 5 < 10 10 < 40 40 < 100 = 100	$3,000 $4,000 $5,000 $6,500 $8,000 $10,000

Organized Sewage Collection Systems and Modifications

PROJECT	COST PER LINEAR FOOT	MINIMUM FEE MAXIMUM FEE
Sewage Collection Systems	$0.50	$650 - $6,500

Underground and Aboveground Storage Tank System Facility Plans and Modifications

PROJECT	COST PER TANK OR PIPING SYSTEM	MINIMUM FEE MAXIMUM FEE
Underground and Aboveground Storage Tank Facility	$650	$650 - $6,500

Exception Requests

PROJECT	FEE
Exception Request	$500

Extension of Time Requests

PROJECT	FEE
Extension of Time Request	$150

Vortechs® Maintenance Guide - TCEQ Recommendations

The Vortechs system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit, e.g., unstable soils or heavy winter sanding will cause the swirl chamber to fill more quickly but regular sweeping will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant deposition and transport may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. Inspections should be performed quarterly however more frequent inspections may be necessary in equipment washdown areas and in climates where winter sanding operations may lead to rapid accumulations. It is useful and often required as part of a permit to keep a record of each inspection. A simple inspection and maintenance log form for doing so is provided on the following page, and is also available on www.contech-cpi.com.

According to the TCEQ maintenance guidelines: "All accumulated sediment, trash, litter, and debris must be removed from the system annually or when the sediment fills more than 25% of the space between the permanent water surface and the bottom of the swirl chamber, whichever occurs first."

This determination can be made by taking three measurements with a stadia rod or similar measuring device; one measurement from the manhole opening to the top of the sediment pile, one from the manhole opening to the water surface and one from the manhole opening to the bottom of the swirl chamber. Note: To avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile.

Cleaning

Cleaning of the Vortechs system should be done during dry weather conditions when no flow is entering the system. Clean-out of the Vortechs system with a vacuum truck is generally the most effective and convenient method of excavating pollutants from the system. If such a truck is not available, a "clamshell" grab may be used, but it is difficult to remove all accumulated pollutants using a "clamshell". In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use adsorbent pads to solidify the oil since these pads are usually much easier to remove from the unit individually and less expensive to dispose of than the oil/water emulsion that may be created by vacuuming the oily layer. Floating trash can be netted out if you wish to separate it from the other pollutants.

Cleaning of a Vortechs system is typically done by inserting a vacuum hose into the swirl chamber and evacuating this chamber of accumulated sediment, trash, litter, debris, and hydrocarbons. As water is evacuated, the water level outside of the swirl chamber will drop to a level roughly equal to the crest of the lower aperture of the swirl chamber. The water outside the swirl chamber should remain near this level throughout pumping as the bottom and sides of the swirl chamber are sealed to the tank floor and walls.

This "water lock" feature prevents water from migrating into the swirl chamber, exposing the bottom of the baffle wall and creating excess pump-out volume. Floating pollutants will decant into the swirl chamber as the water level is drawn down. This allows most floating material to be withdrawn from the same access point above the swirl chamber. Floating material that does not decant into the swirl chamber during draw down should be skimmed from the baffle chamber. If maintenance is not performed as recommended, sediment may accumulate outside the swirl chamber. If this is the case, it may be necessary to pump out other chambers. It is advisable to check for sediment accumulation in all chambers during inspection and maintenance.

These maintenance recommendations apply to all Vortechs systems with the following exceptions:

1. It is strongly recommended that when cleaning systems larger than the Model 16000 the baffle chamber be drawn down to depth of three feet prior to beginning clean-out of the swirl chamber. Drawing down this chamber prior to the swirl chamber reduces adverse structural forces pushing upstream on the swirl chamber once that chamber is empty.
2. Entry into a Vortechs system is generally not required as cleaning can be done from the ground surface. However, if manned entry into a system is required the entire system should be evacuated of water prior to entry regardless of the system size.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure proper safety precautions. If anyone physically enters the unit, Confined Space Entry procedures need to be followed.

Disposal of all material removed from the Vortechs system should be done in accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal.

For assistance with maintaining your Vortechs system, contact us regarding the CONTECH Maintenance Compliance Certification Program at 1.800.338.1122.

Vortechs Inspection & Maintenance Log

Vortechs Model: _____ **Location:** _____

Date	Water Depth to Sediment[1]	Floatable Layer Thickness[2]	Describe Maintenance Performed	Maintenance Personnel	Comments

1. The water depth to sediment is determined by taking three measurements with a stadia rod: one measurement from the manhole opening to the top of the sediment pile, one from the manhole opening to the water surface, and one from the manhole opening to the bottom of the swirl chamber. If the depth of sediment is greater than 25% of the depth between the permanent water surface and the bottom of the swirl chamber, the system should be cleaned out. Note: To avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.

2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned immediately.

Responsible Party for Maintenance: New Braunfels Investment JV

Address 2501 OAKRUN PARKWAY

City, State Zip NEW BRAUNFELS, TX. 78132

Telephone Number (830) 625-8933

Signature of Responsible Party Edward Badon Jr. J.V. Rep. Oakrun Apartments, LLC G.P.

Print Name of Responsible Party EDWARD BADON JR. JV.

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Edward Badouh, Jr.,
Print Name

President,
Title - Owner/President/Other

of New Braunfels Investment Joint Venture,
Corporation/Partnership/Entity Name

have authorized Brian M. Cope
Print Name of Agent/Engineer

of Klein Engineering, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Edward Badour
Applicant's Signature

6/21/11
Date

THE STATE OF Texas §

County of Comal §

BEFORE ME, the undersigned authority, on this day personally appeared Edward Badour, Sr known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this 21st day of June, 2011.

REBECCA L. HILL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 28, 2012

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒ Yes ☐ No — New WPAP Application and attachments

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 602512097		RN

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☒ Owner ☐ Operator ☐ Owner & Operator
☐ Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐ Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐ Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:	☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* | *If new Customer, enter previous Customer below* | *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)* | **12. E-Mail Address** *(if applicable)*

13. Telephone Number ( ) - | **14. Extension or Code** | **15. Fax Number** *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)* | **17. TX State Franchise Tax ID** *(11 digits)* | **18. DUNS Number** *(if applicable)* | **19. TX SOS Filing Number** *(if applicable)*

20. Number of Employees
☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated?
☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☒ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☐ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Christian Brothers Automotive - S.H. 46 & Oak Sprawl Rd.

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*	No street address							
	City	New Braunfels	State	TX	ZIP		ZIP + 4	
25. Mailing Address:	New Braunfels Investment Joint Venture							
	2501 Oak Run Parkway							
	City	New Braunfels	State	TX	ZIP	78132	ZIP + 4	

26. E-Mail Address:	blhill@satx.rr.com

27. Telephone Number	28. Extension or Code	29. Fax Number *(if applicable)*
(830) 625-8933		(830) 609-0480

30. Primary SIC Code (4 digits)	31. Secondary SIC Code (4 digits)	32. Primary NAICS Code (5 or 6 digits)	33. Secondary NAICS Code (5 or 6 digits)
7538		811111	

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Mechanical and computerized vehicle repair

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Project site is located at the east corner of the intersection of S.H. 46 and Oak Sprawl Rd.

36. Nearest City	County	State	Nearest ZIP Code
New Braunfels	Comal	TX	78132

37. Latitude (N) In Decimal:	29.718917548022702		38. Longitude (W) In Decimal:	-98.1619244813919	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
29	43	8.1042	-98	9	42.9258

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☒ Edwards Aquifer	☐ Industrial Hazardous Waste	☐ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Brian M. Cope	41. Title:	Project Engineer

42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(210) 828-7070		(210) 828-7076	bcope@kleinengineering.com

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Klein Engineering, Inc.	Job Title:	Project Engineer	
Name *(In Print)*:	Brian M. Cope, P.E.		Phone:	(210) 828-7070
Signature:	Brian M. Cope, P.E.		Date:	6/22/2021

Texas Commission on Environmental Quality

TSS Removal Calculations 04-20-2009

Project Name: Christian E
Date Prepared: 6/22/2011

Additional information is provided for cells with a red triangle in the upper right corner. Place the cursor over the
Text shown in blue indicate location of instructions in the Technical Guidance Manual - RG-348.
Characters shown in red are data entry fields.
Characters shown in black (Bold) are calculated fields. Changes to these fields will remove the equations used i

1. The Required Load Reduction for the total project: Calculations from RG-348 Pages 3-27 to

Page 3-29 Equation 3.3: $L_M = 27.2(A_N \times P)$

where:

$L_{M\ TOTAL\ PROJECT}$ = Required TSS removal resulting from the proposed development
A_N = Net increase in impervious area for the project
P = Average annual precipitation, inches

Site Data: Determine Required Load Removal Based on the Entire Project

County =	Comal	
Total project area included in plan * =	2.31	acres
Predevelopment impervious area within the limits of the plan * =	0.00	acres
Total post-development impervious area within the limits of the plan* =	0.71	acres
Total post-development impervious cover fraction * =	0.31	
P =	33	inches
$L_{M\ TOTAL\ PROJECT}$ =	635	lbs.

* The values entered in these fields should be for the total project area.

Number of drainage basins / outfalls areas leaving the plan area = 2

2. Drainage Basin Parameters (This information should be provided for each basin):

STATE OF TEXAS
BRIAN M. COPE
93735
LICENSED
PROFESSIONAL ENGINEER
6/22/2011
F-00485

Drainage Basin/Outfall Area No. =	**1**	
Total drainage basin/outfall area =	**0.74**	acres
Predevelopment impervious area within drainage basin/outfall area =	**0.00**	acres
Post-development impervious area within drainage basin/outfall area =	**0.71**	acres
Post-development impervious fraction within drainage basin/outfall area =	**0.96**	
$L_{M\ THIS\ BASIN}$ =	**635**	lbs.

3. Indicate the proposed BMP Code for this basin.

Proposed BMP = **Vortechs**
Removal efficiency = **0** percent

Aqualogic Car
Bioretention
Contech Storr
Constructed V
Extended Det
Grassy Swale
Retention / Irri
Sand Filter
Stormceptor
Vegetated Filt
Vortechs
Wet Basin
Wet Vault

4. Calculate Maximum TSS Load Removed (L_R) for this Drainage Basin by the selected BMP Type.

RG-348 Page 3-33 Equation 3.7: L_R = (BMP efficiency) x P x (A_I x 34.6 + A_P x 0.54)

where:

A_C = Total On-Site drainage area in the BMP catchment area
A_I = Impervious area proposed in the BMP catchment area
A_P = Pervious area remaining in the BMP catchment area
L_R = TSS Load removed from this catchment area by the proposed BM

A_C =	**0.74**	acres
A_I =	**0.71**	acres

A_P =	**0.03**	acres
L_R =	**0**	lbs

5. Calculate Fraction of Annual Runoff to Treat the drainage basin / outfall area

Desired $L_{M\ THIS\ BASIN}$ =	**635**	lbs.
F =	**#DIV/0!**	

6. Calculate Capture Volume required by the BMP Type for this drainage basin / outfall area. Calculations from RG-348

Rainfall Depth =	**#DIV/0!**	inches
Post Development Runoff Coefficient =	**0.78**	
On-site Water Quality Volume =	**#DIV/0!**	cubic feet

Calculations from RG-348 Pages 3-36 to 3-37

Off-site area draining to BMP =	**0.00**	acres
Off-site Impervious cover draining to BMP =	**0.00**	acres
Impervious fraction of off-site area =	**0**	
Off-site Runoff Coefficient =	**0.00**	
Off-site Water Quality Volume =	**#DIV/0!**	cubic feet
Storage for Sediment =	**#DIV/0!**	
Total Capture Volume (required water quality volume(s) x 1.20) =	**#DIV/0!**	cubic feet

The following sections are used to calculate the required water quality volume(s) for the selected BMP.
The values for BMP Types not selected in cell C45 will show NA.

7. Retention/Irrigation System Designed as Required in RG-348 Pages 3-42 to

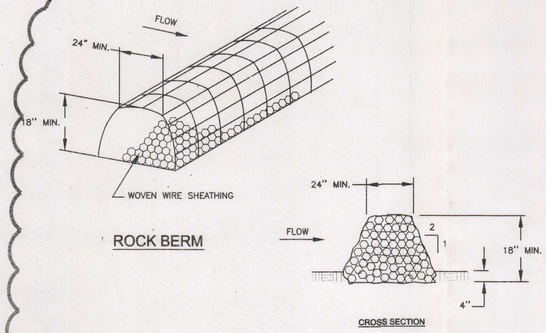
Required Water Quality Volume for retention basin =	**NA**	cubic feet

Irrigation Area Calculations:

Is Sufficient Treatment Available? (TSS Credit ≥ TSS Uncapt.)	#VALUE!	
TSS Treatment by BMP (LM + TSS Uncapt.) =	#VALUE!	

21. Vortech

Required TSS Removal in BMP Drainage Area=	**635.05**	lbs
Impervious Cover Overtreatment=	0.0127	ac
TSS Removal for Uncaptured Area =	11.40	lbs
BMP Sizing		
Effective Area =	0.64	EA
Calculated Model Size(s) =	Vx7000	
Actual Model Size (if choosing larger model size) =	Vx7000	Pick Model Size
Surface Area =	50.27	ft^2
Overflow Rate =	0.013983	V_{or}
Rounded Overflow Rate =	0.014000	V_{or}
BMP Efficiency % =	82.00	%
L_R Value =	664.27	lbs
TSS Load Credit =	29.22	lbs
Is Sufficient Treatment Available? (TSS Credit ≥ TSS Uncapt.)	Yes	
TSS Treatment by BMP (LM + TSS Uncapt.) =	646.45	



ROCK BERM

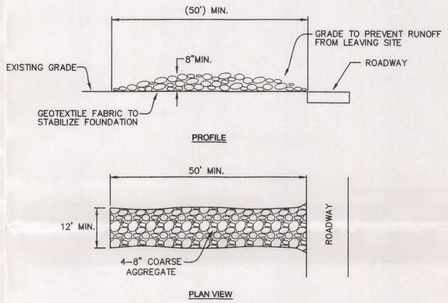
CROSS SECTION

NOTES:

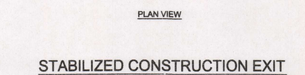
1. USE OPEN GRADED ROCK 3" TO 5" DIAMETER FOR STREAM FLOW CONDITIONS. USE OPEN GRADED ROCK 5" TO 8" DIAMETER FOR AREAS WHERE HIGH VELOCITIES OR LARGER VOLUMES OF FLOW ARE EXPECTED.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 1" OPENING AND MINIMUM WIRE DIAMETER OF 20 GAUGE. ROCK BERMS IN CHANNEL APPLICATIONS SHALL BE ANCHORED FIRMLY INTO THE SUBSTRATE A MINIMUM OF 6" WITH T-POSTS OR #5 OR #6 REBAR, WITH MAXIMUM SPACING APART 48" ON CENTER.
3. THE ROCK BERM SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL.
4. THE BERM SHOULD BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
5. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 6", WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSE OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SILTATION PROBLEM.
5. REPAIR ANY LOOSE WIRE SHEATHING.
6. THE BERM SHOULD BE RESHAPED AS NEEDED DURING INSPECTION.
7. THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SILT REMOVED.
8. WHEN THE SILT IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

NOTES:

1. STONE SIZE: 4-8" OPEN GRADED ROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 50'.
3. THICKNESS: NOT LESS THAN 8".
4. WIDTH: MINIMUM 12' BUT NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. STABILIZE FOUNDATION WITH GEOTEXTILE FABRIC DESIGNED SPECIFICALY FOR USE AS A SOIL FILTRATION MEDIA WITH AN APPROXIMATE WEIGHT OF 6 OZ/YD2, A MULLEN BURST RATING OF 140 LB/IN2, AND AN EQUIVALENT OPENING SIZE GREATER THAN A NUMBER 50 SIEVE.
6. WASHING: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE. GRADE TO ALLOW DRAINAGE TO SEDIMENT TRAPPING DEVICE.
8. CONTRACTOR MUST ENSURE THAT THE CITY'S RIGHT-OF-WAY MUST BE CLEAR OF ALL CONSTRUCTION DEBRIS AT THE END OF EVERY DAY.
9. THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT.
10. ALL SEDIMENT THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLC ROADWAY MUST BE REMOVED IMMEDIATELY.
11. WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY.
12. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
13. ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.



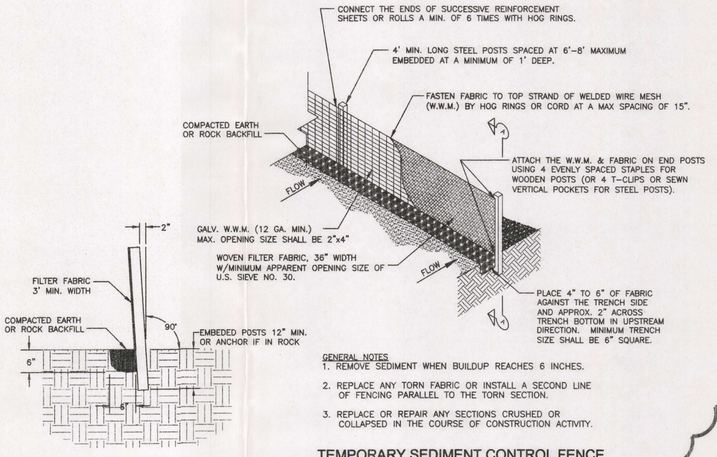
PROFILE



PLAN VIEW

STABILIZED CONSTRUCTION EXIT

N.T.S.



SECTION A-A
N.T.S.

GENERAL NOTES
1. REMOVE SEDIMENT WHEN BUILDUP REACHES 6 INCHES.
2. REPLACE ANY TORN FABRIC OR INSTALL A SECOND LINE OF FENCING PARALLEL TO THE TORN SECTION.
3. REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY.

TEMPORARY SEDIMENT CONTROL FENCE

N.T.S.

EROSION CONTROL NOTES

1. CONTRACTOR SHALL INSTALL SEDIMENT AND EROSION CONTROLS PRIOR TO ANY SITE PREPARATION WORK.
2. CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. CONTRACTOR IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE AND REPAIR OF THE THE CONTROLS DURING CONSTRUCTION.
3. CONTRACTOR SHALL COMPLY WITH THE LATEST TCEQ AND TXDOT STANDARD DETAILS, MATERIALS AND INSTALLATION REQUIREMENTS FOR SEDIMENT AND EROSION CONTROLS.
4. SOIL STABILIZATION PRACTICES ARE EXPECTED TO OCCUR AT ALL OPEN AREAS.
5. DESIGNATE FOR OPEN SPACE/LAWNS. BARE SOILS SHALL BE SEEDED WITHIN 14 CALENDAR DAYS AFTER FINAL GRADING OR WHERE CONSTRUCTION HAS TEMPORARILY CEASED FOR MORE THAN 21 DAYS.
6. CONTRACTOR TO NOTIFY THE CITY INSPECTOR AT 830-608-2100 EXT. 259 TO INSPECT ALL SOIL EROSION/CONSTRUCTION CONTROL STAKES.

EROSION AND SEDIMENTATION CONTROL SCHEDULE:

PRIOR TO CONSTRUCION
1. INSTALL CONSTRUCTION ENTRANCE/EXIT, ROCK BERM, AND SILT FENCE.

DURING CONSTRUCTION
1. MAINTAIN CONSTRUCTION ENTRANCE/EXIT, ROCK BERM, AND SILT FENCE.

FINAL EROSION/SEDIMENTATION CONTROL
1. ALL DISTURBED AREAS ON THE SITE SHALL BE STABILIZED PER LANDSCAPE PLAN

QUANTITIES
(1) CONSTRUCTION ENTRANCE
(1) ROCK BERM
260 TOTAL L.F. SILT FENCE
(5) TREE PROTECTIONS

SOIL STABILIZATION PRACTICES:

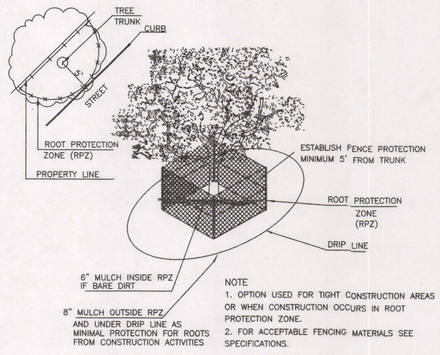
_____ HYDROMULCHING
_____ TEMPORARY SEEDING
__X__ PERMANENT PLANTING, SODDING, OR SEEDING
_____ MULCHING
_____ SOIL RETENTION BLANKET
_____ BUFFER ZONES
__X__ PRESERVATIVE OF NATURAL RESOURCES

OTHER: _____

STRUCTURAL PRACTICES:

__X__ SILT FENCES
_____ HAY BALES
__X__ ROCK BERMS
_____ DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
_____ DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
_____ DIVERSION DIKE AND SWALE COMBINATIONS
_____ PIPE SLOPE DRAINS
_____ PAVED FLUMES
__X__ ROCK BEDDING AT CONSTRUCTION EXIT
_____ TIMBER MATTING AT CONSTRUCTION EXIT
_____ CHANNEL LINERS
_____ SEDIMENT TRAPS
_____ SEDIMENT BASINS
_____ STORM INLET SEDIMENT TRAP
_____ STONE OUTLET STRUCTURES
__X__ CURBS AND GUTTERS
__X__ STORM SEWERS
__X__ VELOCITY CONTROL DEVICES

OTHER: _____



NOTE
1. OPTION USED FOR TIGHT CONSTRUCTION AREAS OR WHEN CONSTRUCTION OCCURS IN ROOT PROTECTION ZONE.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

LEVEL II A FENCE PROTECTION

N.T.S.

NO.	REVISIONS DESCRIPTION	DATE
1	PER TCEQ, REVISED DETAILS PER TCEQ MANUAL	6/22/11

EROSION AND SEDIMENTATION CONTROL DETAILS

CHRISTIAN BROTHERS AUTOMOTIVE
S.H. 46 & OAK SPRAWL RD.
CITY OF NEW BRAUNFELS
TEXAS

RECEIVED
JUL 22 2011
COUNTY ENGINEER

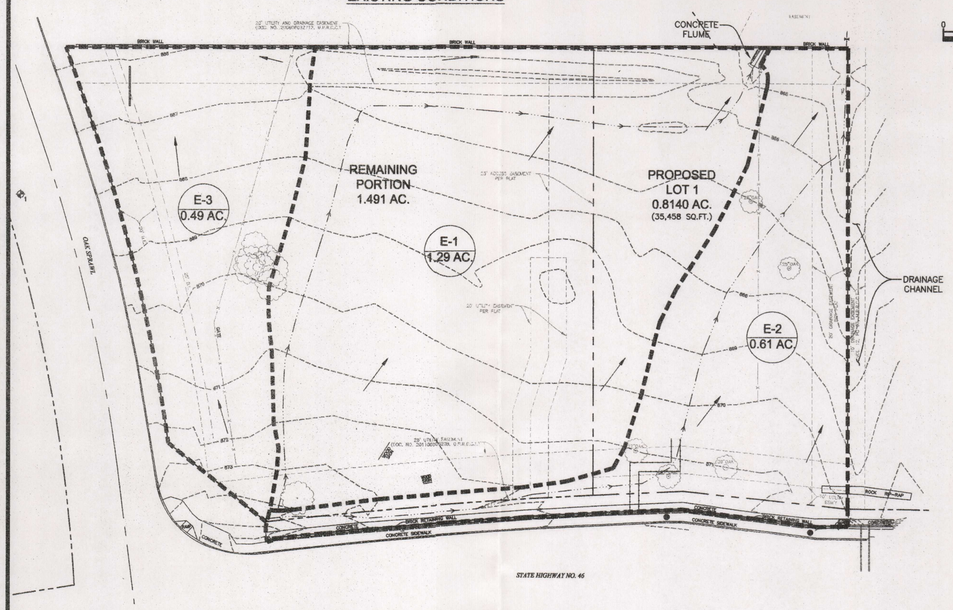
STATE OF TEXAS
BRIAN M. COPE
93735
LICENSED
PROFESSIONAL ENGINEER
6/22/11

KLEIN ENGINEERING INC.
CIVIL • MUNICIPAL • ENVIRONMENTAL ENGINEERS
6811 BATTS LANE SAN ANTONIO, TEXAS 78217
(210) 828-7070 FAX: (210) 828-7078
www.kleinengineering.com TX.S.Reg.No.F-004585

JOB No.: JN 15-22
DATE: MAY 2011
DESIGNED BY: NMS
DRAWN BY: NMS
CHECKED BY: BMC
SHEET 2 OF 2

RECEIVED TCEQ
SAN ANTONIO REGION
2011 JUN 23 AM 11:03

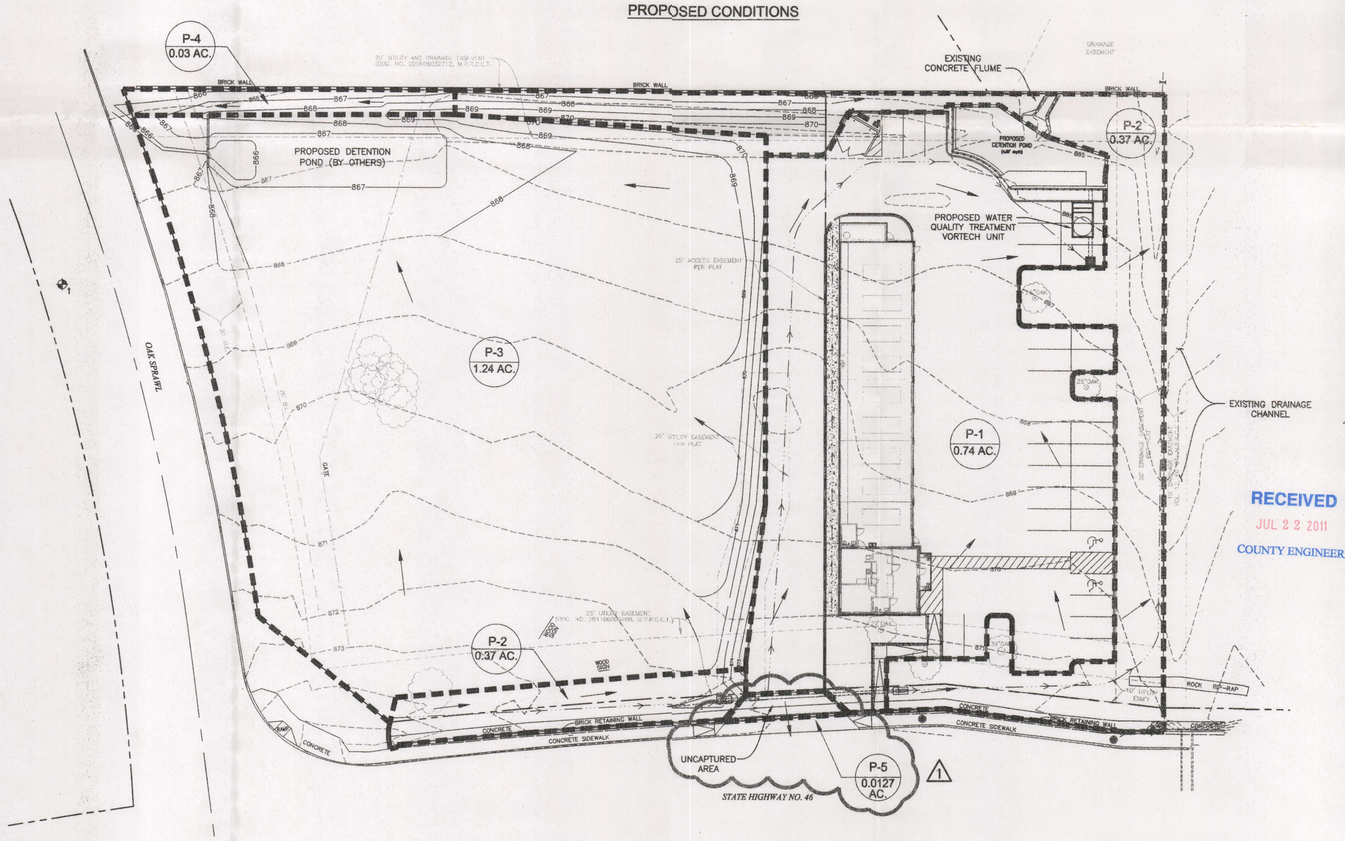
EXISTING CONDITIONS



GRAPHIC SCALE 40'

EXISTING FLOWS							
DRAINAGE AREA	AREA (AC.)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (MINS.)	10-YR STORM FLOW	25-YR STORM FLOW	100-YR STORM FLOW	COLLECTION POINT
E-1	1.29	0.35	17	2.67	3.51	5.22	CONCRETE FLUM
E-2	0.61	0.35	18	1.22	1.67	2.38	DRAINAGE CHANNEL
E-3	0.49	0.35	14	1.16	1.52	2.27	OAK SPRAWL RD.

PROPOSED CONDITIONS



GRAPHIC SCALE 30'

PROPOSED FLOWS							
DRAINAGE AREA	AREA (AC.)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (MINS.)	10-YR STORM FLOW	25-YR STORM FLOW	100-YR STORM FLOW	COLLECTION POINT
P-1	0.74	0.81	7	5.19	6.86	10.26	VORTECH UNIT/ DETENTION POND
P-2	0.37	0.35	17	0.77	1.01	1.50	DRAINAGE CHANNEL
P-3	1.24	0.35	15	2.74	3.65	5.39	TEMP. DETENTION POND
P-4	0.03	0.35	10	0.08	0.11	0.16	OAK SPRAWL RD.
P-5	0.0127	0.81	5	0.10	0.13	0.20	S.H. 46

1

RECEIVED
JUL 22 2011
COUNTY ENGINEER

RECEIVED
2011 JUN 23 AM 11:04
SAN ANTONIO REGION

REVISIONS

NO.	DESCRIPTION	DATE
1	PER TCEQ, INCLUDED DRIVEWAY APRON	6/21/11

ATTACHMENT G
DRAINAGE AREA MAP

CHRISTIAN BROTHERS AUTOMOTIVE
S.H. 46 & OAK SPRAWL RD.

CITY OF NEW BRAUNFELS

TEXAS

STATE OF TEXAS
BRIAN M. COPE
93735
LICENSED PROFESSIONAL ENGINEER

KLEIN ENGINEERING INC.
CIVIL • MUNICIPAL • ENVIRONMENTAL ENGINEERS
8011 BOTTS LANE SAN ANTONIO, TEXAS 78217
(210) 829-2035 Tx. Reg. No. F-004845
www.kleinengineering.com

JOB No.: JN 15-22
DATE: MAY 2011
DESIGNED BY: NMS
DRAWN BY: NMS
CHECKED BY: BMC

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 20, 2011

Mr. Thomas H. Hornseth, P.E.
Comal County Engineer
195 David Jonas Drive
New Braunfels TX 78132-3710

Re: Edwards Aquifer, Comal County
PROJECT NAME: Christian Brothers Automotive, located at the east corner of Highway 46 and Oak Sprawl Road, New Braunfels, Texas
PLAN TYPE: Application for Approval of a Water Pollution Abatement Plan, 30 Texas Administration Code (TAC) Chapter 213; Edwards Aquifer Protection Program
EAPP File No.: 2977.00

Dear Mr. Hornseth:

The referenced application is being forwarded to you pursuant to the Edwards Aquifer Rules. The Texas Commission on Environmental Quality (TCEQ) is required by 30 TAC Chapter 213 to provide copies of all applications to affected incorporated cities and underground water conservation districts for their comments prior to TCEQ approval.

Please forward your comments to this office by May 19, 2011.

The Texas Commission on Environmental Quality appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions regarding these matters, please feel free to contact the San Antonio Region Office at (210) 490-3096.

Sincerely

Todd Jones
Water Section Work Leader
San Antonio Regional Office

TJ/eg

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 1, 2011

Mr. Edward Badouh, Jr.
New Braunfels Investment Joint Venture
2501 Oak Run Parkway
New Braunfels, Texas 78132

Re: Edwards Aquifer, Comal County

Name of Project: Christian Brothers Automotive – SH 46 & Oak Sprawl Rd; Located at the southeast corner of the SH 46 & Oak Sprawl Rd intersection; New Braunfels, Texas

Type of Plan: Request for Approval of a Water Pollution Abatement Plan (WPAP); 30 Texas Administrative Code (TAC) Chapter 213 Edwards Aquifer

Edwards Aquifer Protection Program San Antonio File No. 2977.00; Investigation No. 914188; Regulated Entity No. RN106123748

Dear Mr. Badouh:

The Texas Commission on Environmental Quality (TCEQ) has completed its review of the WPAP Application for the above-referenced project submitted to the San Antonio Regional Office by Klein Engineering, Inc. on behalf of New Braunfels Investment Joint Venture on April 19, 2011. Final review of the WPAP was completed after additional material was received on June 23, 2011 and June 27, 2011. As presented to the TCEQ, the Temporary and Permanent Best Management Practices (BMPs) and construction plans were prepared by a Texas Licensed Professional Engineer to be in general compliance with the requirements of 30 TAC Chapter 213. These planning materials were sealed, signed and dated by a Texas Licensed Professional Engineer. Therefore, based on the engineer's concurrence of compliance, the planning materials for construction of the proposed project and pollution abatement measures are hereby approved subject to applicable state rules and the conditions in this letter. The applicant or a person affected may file with the chief clerk a motion for reconsideration of the executive director's final action on this Edwards Aquifer Protection Plan. A motion for reconsideration must be filed no later than 23 days after the date of this approval letter. *This approval expires two (2) years from the date of this letter unless, prior to the expiration date, more than 10 percent of the construction has commenced on the project or an extension of time has been requested.*

Project Description

The proposed commercial project will have an area of approximately 2.03 acres. It will include the construction of one building and associated parking lot, access drive and a stormwater detention pond. The impervious cover for the site will be 0.709 acres (30.8 percent). An

additional 0.0127 ac of impervious cover will be constructed [off site] within the Right-of-Way for the driveway apron. Project wastewater will be disposed of by conveyance to the existing Gruene Wastewater Recycling Center owned by New Braunfels Utilities.

Permanent Pollution Abatement Measures

To prevent the pollution of stormwater runoff originating on-site or upgradient of the site and potentially flowing across and off the site after construction, a hydrodynamic separator, designed using the TCEQ technical guidance document, Complying with the Edwards Aquifer Rules: Technical Guidance on Best Management Practices (2005), will be constructed to treat stormwater runoff. The required total suspended solids (TSS) treatment for this project is 648 pounds of TSS generated from the 0.722 acres of impervious cover. The Vortechs® unit (model# Vx7000) has been sized to treat stormwater runoff from 0.709 acres of impervious cover within a 0.74 acre drainage area. The Vortechs® unit has been sized to compensate for the 0.0127 acres driveway apron that will not be draining directly into the Vortechs® unit. The approved measures meet the required 80 percent removal of the increased load in TSS caused by the project.

Geology

According to the geologic assessment included with the application, the site lies within the Cyclic and Marine Member of the Person Formation. Six man-made features (geotechnical borings) and one closed depression were noted in the geologic assessment, none of which were assessed as sensitive. The San Antonio Regional Office did not conduct a site assessment.

Special Conditions

1. All permanent pollution abatement measures shall be operational prior to occupancy of the facility.

2. All sediment and/or media removed from the permanent pollution abatement measure(s) during maintenance activities shall be properly disposed of according to 30 TAC 330 or 30 TAC 335, as applicable.

Standard Conditions

1. Pursuant to Chapter 7 Subchapter C of the Texas Water Code, any violations of the requirements in 30 TAC Chapter 213 may result in administrative penalties.

2. The holder of the approved Edwards Aquifer protection plan must comply with all provisions of 30 TAC Chapter 213 and all best management practices and measures contained in the approved plan. Additional and separate approvals, permits, registrations and/or authorizations from other TCEQ Programs (i.e., Stormwater, Water Rights, UIC) can be required depending on the specifics of the plan.

3. In addition to the rules of the Commission, the applicant may also be required to comply with state and local ordinances and regulations providing for the protection of water quality.

Prior to Commencement of Construction:

4. Within 60 days of receiving written approval of an Edwards Aquifer Protection Plan, the applicant must submit to the San Antonio Regional Office, proof of recordation of notice in the county deed records, with the volume and page number(s) of the county deed records of the county in which the property is located. A description of the property boundaries shall be included in the deed recordation in the county deed records. A suggested form (Deed Recordation Affidavit, TCEQ-0625) that you may use to deed record the approved WPAP is enclosed.

5. All contractors conducting regulated activities at the referenced project location shall be provided a copy of this notice of approval. At least one complete copy of the approved WPAP and this notice of approval shall be maintained at the project location until all regulated activities are completed.

6. Modification to the activities described in the referenced WPAP application following the date of approval may require the submittal of a plan to modify this approval, including the payment of appropriate fees and all information necessary for its review and approval prior to initiating construction of the modifications.

7. The applicant must provide written notification of intent to commence construction, replacement, or rehabilitation of the referenced project. Notification must be submitted to the San Antonio Regional Office no later than 48 hours prior to commencement of the regulated activity. Written notification must include the date on which the regulated activity will commence, the name of the approved plan and program ID number for the regulated activity, and the name of the prime contractor with the name and telephone number of the contact person. The executive director will use the notification to determine if the approved plan is eligible for an extension.

8. Temporary erosion and sedimentation (E&S) controls, i.e., silt fences, rock berms, stabilized construction entrances, or other controls described in the approved WPAP, must be installed prior to construction and maintained during construction. Temporary E&S controls may be removed when vegetation is established and the construction area is stabilized. If a water quality pond is proposed, it shall be used as a sedimentation basin during construction. The TCEQ may monitor stormwater discharges from the site to evaluate the adequacy of temporary E&S control measures. Additional controls may be necessary if excessive solids are being discharged from the site.

9. All borings with depths greater than or equal to 20 feet must be plugged with non-shrink grout from the bottom of the hole to within three (3) feet of the surface. The remainder of the hole must be backfilled with cuttings from the boring. All borings less than 20 feet must be backfilled with cuttings from the boring. All borings must be backfilled or plugged within four (4) days of completion of the drilling operation. Voids may be filled with gravel.

During Construction:

10. During the course of regulated activities related to this project, the applicant or agent shall comply with all applicable provisions of 30 TAC Chapter 213, Edwards Aquifer. The applicant shall remain responsible for the provisions and conditions of this approval until such responsibility is legally transferred to another person or entity.

11. This approval does not authorize the installation of temporary aboveground storage tanks on this project. If the contractor desires to install a temporary aboveground storage tank for

use during construction, an application to modify this approval must be submitted and approved prior to installation. The application must include information related to tank location and spill containment. Refer to Standard Condition No. 6, above.

12. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, all regulated activities near the feature must be suspended immediately. The applicant or his agent must immediately notify the San Antonio Regional Office of the discovery of the feature. Regulated activities near the feature may not proceed until the executive director has reviewed and approved the methods proposed to protect the feature and the aquifer from potentially adverse impacts to water quality. The plan must be sealed, signed, and dated by a Texas Licensed Professional Engineer.

13. No water wells exist on site. All water wells, including injection, dewatering, and monitoring wells must be in compliance with the requirements of the Texas Department of Licensing and Regulation under Title 16 TAC Chapter 76 (relating to Water Well Drillers and Pump Installers) and all other locally applicable rules, as appropriate.

14. If sediment escapes the construction site, the sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain). Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50 percent. Litter, construction debris, and construction chemicals shall be prevented from becoming stormwater discharge pollutants.

15. Intentional discharges of sediment laden storm water are not allowed. If dewatering becomes necessary, the discharge will be filtered through appropriately selected best management practices. These may include vegetated filter strips, sediment traps, rock berms, silt fence rings, etc.

16. The following records shall be maintained and made available to the executive director upon request: the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated.

17. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and construction activities will not resume within 21 days. When the initiation of stabilization measures by the 14th day is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable.

After Completion of Construction:

18. A Texas Licensed Professional Engineer must certify in writing that the permanent BMPs or measures were constructed as designed. The certification letter must be submitted to the San Antonio Regional Office within 30 days of site completion.

19. The applicant shall be responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is either assumed in writing by another entity having ownership or control of the property (such as without limitation, an owner's association, a new property owner or lessee, a district, or municipality) or the ownership of the property is transferred to the entity. The regulated entity shall then be responsible for

maintenance until another entity assumes such obligations in writing or ownership is transferred. A copy of the transfer of responsibility must be filed with the executive director through San Antonio Regional Office within 30 days of the transfer. A copy of the transfer form (TCEQ-10263) is enclosed.

20. Upon legal transfer of this property, the new owner(s) is required to comply with all terms of the approved Edwards Aquifer protection plan. If the new owner intends to commence any new regulated activity on the site, a new Edwards Aquifer protection plan that specifically addresses the new activity must be submitted to the executive director. Approval of the plan for the new regulated activity by the executive director is required prior to commencement of the new regulated activity.

21. An Edwards Aquifer protection plan approval or extension will expire and no extension will be granted if more than 50 percent of the total construction has not been completed within ten years from the initial approval of a plan. A new Edwards Aquifer protection plan must be submitted to the San Antonio Regional Office with the appropriate fees for review and approval by the executive director prior to commencing any additional regulated activities.

22. At project locations where construction is initiated and abandoned, or not completed, the site shall be returned to a condition such that the aquifer is protected from potential contamination.

If you have any questions or require additional information, please contact Mr. Javier Anguiano of the Edwards Aquifer Protection Program of the San Antonio Regional Office at (210) 490-3096.

Sincerely,

Mark R. Vickery, P.G., Executive Director
Texas Commission on Environmental Quality

MRV/JA/eg

Enclosure: Deed Recordation Affidavit, Form TCEQ-0625

Change in Responsibility for Maintenance of Permanent BMPs, Form TCEQ-10263

cc: Mr. Brain M. Cope, P.E., Klein Engineering, Inc.
Mr. James C. Klein, P.E., City of New Braunfels
Mr. Thomas H. Hornseth, P.E., Comal County
Mr. Karl J. Dreher, Edwards Aquifer Authority
TCEQ Central Records, Building F, MC 212

CHRISTIAN BROTHERS AUTOMOTIVE
S.H. 46 & OAK SPRAWL RD.

NEW BRAUNFELS , TEXAS

WATER POLLUTION ABATEMENT PLAN

REQUEST FOR APPROVAL
30 TAC 213
EDWARDS AQUIFER PROTECTION PROGRAM

TCEQ SAN ANTONIO OFFICE

Prepared by:

KLEIN ENGINEERING, INC.
8611 Botts Ln.
San Antonio, Texas 78217

Water Pollution Abatement Plan Checklist

✓ General Information Form (*TCEQ-0587)*
- ATTACHMENT A - Road Map
- ATTACHMENT B - USGS / Edwards Recharge Zone Map
- ATTACHMENT C - Project Description

✓ Geologic Assessment Form (*TCEQ-0585)*
- ATTACHMENT A - Geologic Assessment Table (*TCEQ-0585-Table)*
- Comments to the Geologic Assessment Table
- ATTACHMENT B - Soil Profile and Narrative of Soil Units
- ATTACHMENT C - Stratigraphic Column
- ATTACHMENT D - Narrative of Site Specific Geology
- Site Geologic Map(s)
- Table or list for the position of features' latitude/longitude (if mapped using GPS)

✓ Water Pollution Abatement Plan Application Form (*TCEQ-0584)*
- ATTACHMENT A - Factors Affecting Water Quality
- ATTACHMENT B - Volume and Character of Stormwater
- N/A ATTACHMENT C - Suitability Letter from Authorized Agent (if OSSF is proposed)
- N/A ATTACHMENT D - Exception to the Required Geologic Assessment (if requesting an exception)
- Site Plan

✓ Temporary Stormwater Section (*TCEQ-0602)*
- ATTACHMENT A - Spill Response Actions
- ATTACHMENT B - Potential Sources of Contamination
- ATTACHMENT C - Sequence of Major Activities
- ATTACHMENT D - Temporary Best Management Practices and Measures
- N/A ATTACHMENT E - Request to Temporarily Seal a Feature, if sealing a feature
- ATTACHMENT F - Structural Practices
- ATTACHMENT G - Drainage Area Map
- N/A ATTACHMENT H - Temporary Sediment Pond(s) Plans and Calculations
- ATTACHMENT I - Inspection and Maintenance for BMPs
- ATTACHMENT J - Schedule of Interim and Permanent Soil Stabilization Practices

✓ Permanent Stormwater Section (*TCEQ-0600)*
- N/A ATTACHMENT A - 20% or Less Impervious Cover Waiver, if project is multi-family residential, a school, or a small business and 20% or less impervious cover is proposed for the site
- ATTACHMENT B - BMPs for Upgradient Stormwater
- ATTACHMENT C - BMPs for On-site Stormwater
- ATTACHMENT D - BMPs for Surface Streams
- N/A ATTACHMENT E - Request to Seal Features (if sealing a feature)
- ATTACHMENT F - Construction Plans
- ATTACHMENT G - Inspection, Maintenance, Repair and Retrofit Plan
- N/A ATTACHMENT H - Pilot-Scale Field Testing Plan, if BMPs not based on *Complying with the Edwards Aquifer Rules: Technical Guidance for BMPs*
- ATTACHMENT I -Measures for Minimizing Surface Stream Contamination

✓ Agent Authorization Form (*TCEQ-0599*), if application submitted by agent

✓ Application Fee Form (*TCEQ-0574*)

✓ Check Payable to the "Texas Commission on Environmental Quality"

✓ Core Data Form (*TCEQ-10400)*

General Information Form
For Regulated Activities on the
Edwards Aquifer Recharge and Transition Zones
and Relating to 30 TAC §213.4(b) & §213.5(b)(2)(A), (B)
Effective June 1, 1999

REGULATED ENTITY NAME: Christian Brothers Automotive – S.H. 46 & Oak Sprawl Rd.
COUNTY: Comal STREAM BASIN: Guadalupe River Basin

EDWARDS AQUIFER: X RECHARGE ZONE
__ TRANSITION ZONE

PLAN TYPE: X WPAP __ AST __ EXCEPTION
__ SCS __ UST __ MODIFICATION

CUSTOMER INFORMATION

1. Customer (Applicant):

Contact Person: Jonathan Wakefield
Entity: Christian Brothers Automotive Corporation
Mailing Address: 15995 N. Barkers Landing, Ste. 145
City, State: Houston, Texas Zip: 77079
Telephone: 832-598-0420 FAX: 832-598-0420

Agent/Representative (If any):

Contact Person: Brian M. Cope, P.E.
Entity: Klein Engineering, Inc.
Mailing Address: 8611 Botts Lane
City, State: San Antonio, Texas Zip: 78217
Telephone: 210-828-7070 FAX: 210-828-7076

2. X This project is inside the city limits of New Braunfels.
__ This project is outside the city limits but inside the ETJ (extra-territorial jurisdiction) of _____.
__ This project is not located within any city's limits or ETJ.

3. The location of the project site is described below. The description provides sufficient detail and clarity so that the TCEQ's Regional staff can easily locate the project and site boundaries for a field investigation.

The project site consists of 2.305-acres located in the City of New Braunfels at the east corner of S.H. 46 and Oak Sprawl Rd; also bounded by Oak Run Subdivision Unit 14 to the north-east and a drainage channel to the south-east.

4. X **ATTACHMENT A - ROAD MAP.** A road map showing directions to and the location of the project site is attached at the end of this form.

5. X **ATTACHMENT B - USGS / EDWARDS RECHARGE ZONE MAP.** A copy of the official 7 ½ minute USGS Quadrangle Map (Scale: 1" = 2000') of the Edwards Recharge Zone is attached behind this sheet. The map(s) should clearly show:

X Project site.
X USGS Quadrangle Name(s).
X Boundaries of the Recharge Zone (and Transition Zone, if applicable).
X Drainage path from the project to the boundary of the Recharge Zone.

6. X Sufficient survey staking is provided on the project to allow TCEQ regional staff to locate the boundaries and alignment of the regulated activities and the geologic or manmade features noted in the Geologic Assessment. **The TCEQ must be able to inspect the project site or the application will be returned.**

7. X **ATTACHMENT C - PROJECT DESCRIPTION**. Attached at the end of this form is a detailed narrative description of the proposed project.

8. Existing project site conditions are noted below:
   - ___ Existing commercial site
   - ___ Existing industrial site
   - ___ Existing residential site
   - ___ Existing paved and/or unpaved roads
   - ___ Undeveloped (Cleared)
   - X Undeveloped (Undisturbed/Uncleared)
   - ___ Other: _____

PROHIBITED ACTIVITIES

9. X I am aware that the following activities are prohibited on the **Recharge Zone** and are not proposed for this project:

   (1) waste disposal wells regulated under 30 TAC Chapter 331 of this title (relating to Underground Injection Control);
   (2) new feedlot/concentrated animal feeding operations, as defined in 30 TAC §213.3;
   (3) land disposal of Class I wastes, as defined in 30 TAC §335.1;
   (4) the use of sewage holding tanks as parts of organized collection systems; and
   (5) new municipal solid waste landfill facilities required to meet and comply with Type I standards which are defined in §330.41(b), (c), and (d) of this title (relating to Types of Municipal Solid Waste Facilities).

10. X I am aware that the following activities are prohibited on the **Transition Zone** and are not proposed for this project:

   (1) waste disposal wells regulated under 30 TAC Chapter 331 (relating to Underground Injection Control);
   (2) land disposal of Class I wastes, as defined in 30 TAC §335.1; and
   (3) new municipal solid waste landfill facilities required to meet and comply with Type I standards which are defined in §330.41 (b), (c), and (d) of this title.

ADMINISTRATIVE INFORMATION

11. The fee for the plan(s) is based on:

   - X For a Water Pollution Abatement Plan and Modifications, the total acreage of the site where regulated activities will occur.
   - ___ For an Organized Sewage Collection System Plans and Modifications, the total linear

footage of all collection system lines.

__ For a UST Facility Plan or an AST Facility Plan, the total number of tanks or piping systems.

__ A request for an exception to any substantive portion of the regulations related to the protection of water quality.

__ A request for an extension to a previously approved plan.

12. Application fees are due and payable at the time the application is filed. If the correct fee is not submitted, the TCEQ is not required to consider the application until the correct fee is submitted. Both the fee and the Edwards Aquifer Fee Form have been sent to the Commission's:

__ TCEQ cashier

__ Austin Regional Office (for projects in Hays, Travis, and Williamson Counties)

_X_ San Antonio Regional Office (for projects in Bexar, Comal, Kinney, Medina, and Uvalde Counties)

13. _X_ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies must be submitted to the appropriate regional office.

14. _X_ No person shall commence any regulated activity until the Edwards Aquifer Protection Plan(s) for the activity has been filed with and approved by the Executive Director.

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This **GENERAL INFORMATION FORM** is hereby submitted for TCEQ review. The application was prepared by:

Brian M. Cole, PE

Print Name of Customer/Agent

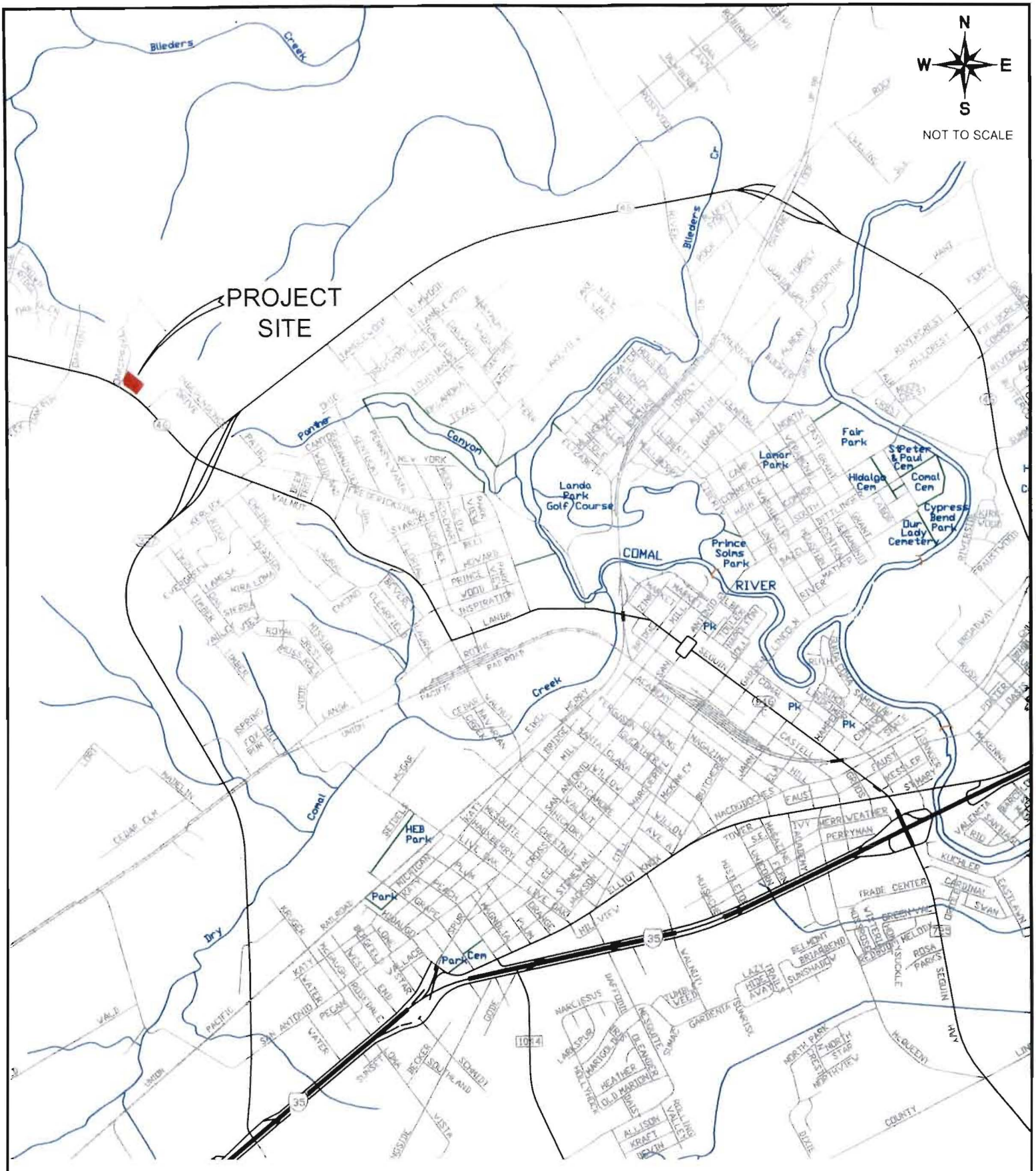
Signature of Customer/Agent

4/18/2011

Date

If you have questions on how to fill out this form or about the Edwards Aquifer protection program, please contact us at 210/490-3096 for projects located in the San Antonio Region or 512/339-2929 for projects located in the Austin Region.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.



KLEIN ENGINEERING INC.
CIVIL • MUNICIPAL • ENVIRONMENTAL ENGINEERS
3611 BOTTS LANE SAN ANTONIO, TEXAS 78217
(210) 829-7070 FAX: (210) 829-7076
www.kleinengineering.com Texas Registration # F-000485

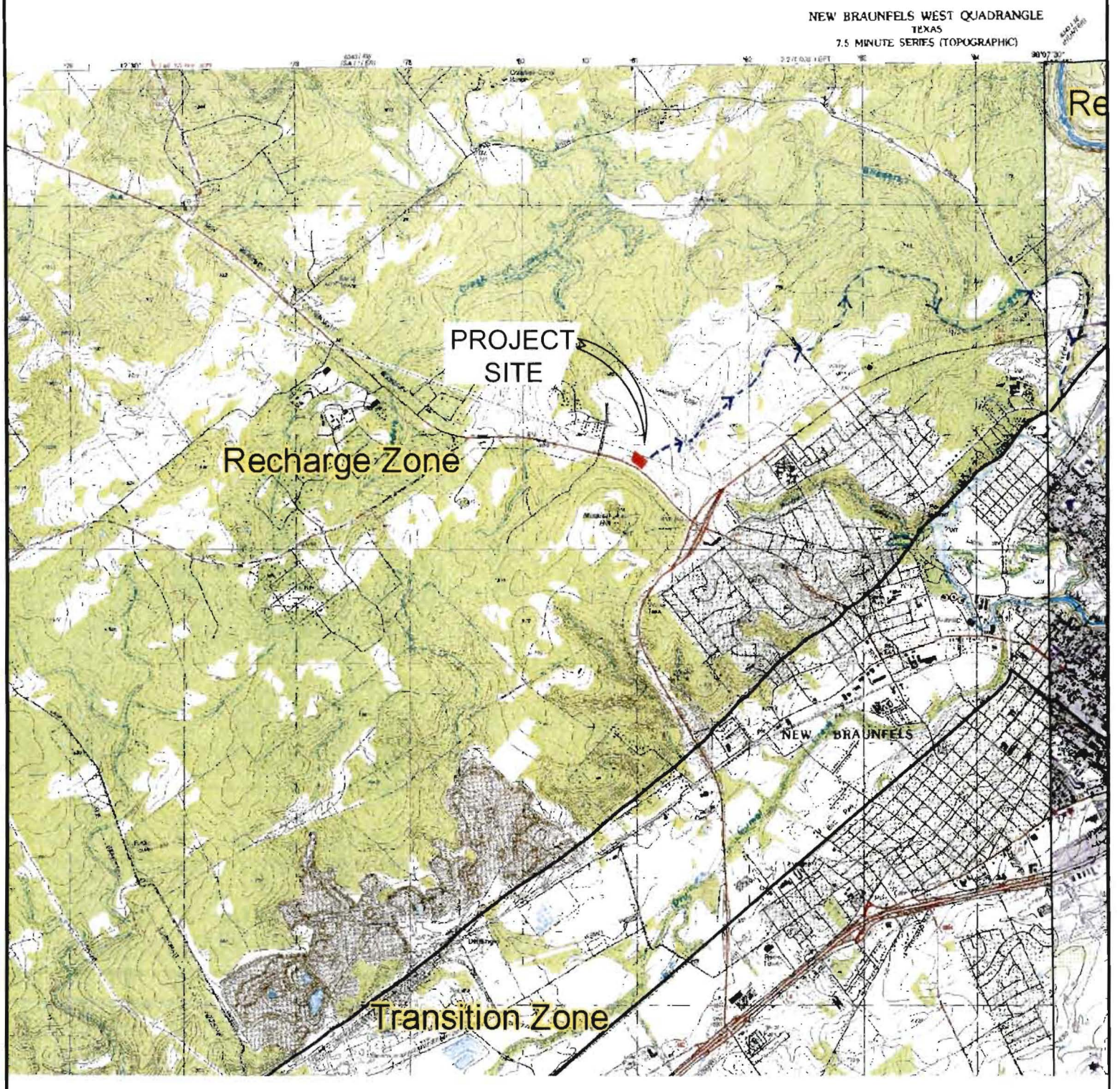
ATTACHMENT A
ROAD MAP

CHRISTIAN BROTHERS AUTOMOTIVE
S.H. 46 & OAK SPRAWL

NEW BRAUNFELS TEXAS

SHT
1

Edwards Aquifer Recharge Zone and Contributing Zone Map
Edwards Aquifer Authority Rule Chapter 713



Produced by the United States Geological Survey

SCALE 1:24 000

CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

NEW BRAUNFELS WEST, TEX.
1968

KLEIN ENGINEERING INC.
CIVIL • MUNICIPAL • ENVIRONMENTAL ENGINEERS

ATTACHMENT B
USGS MAP

CHRISTIAN BROTHERS AUTOMOTIVE - S.H. 46
& OAK SPRAWL RD.

NEW BRAUNFELS TEXAS

SHT 1

TCEQ 0587 - ATTACHMENT C
PROJECT DESCRIPTION

The Project Site is 2.305 acres of currently undeveloped land in the Oak Run Commercial Unit 6A Subdivision located at the east corner of intersection S.H. 46 and Oak Sprawl Rd. It is inside the city limits of the City of New Braunfels, Comal County, Texas. The Project Site consists of two areas, Project Area "1" – 0.950 acres and Project Area "2" – 1.355 acres.

Project Area "1" will consist of constructing a Christian Brothers Automotive repair shop development (occupying 0.814-acres) to include a 1-story building, associated parking lot, and detention pond. It will also encompass constructing an access driveway off of S.H. 46 (occupying 0.136-acres). The stormwater runoff generated from these developments will sheet flow to a Vortech Stormwater Treatment System Unit that will be installed on-site and act as the site's permanent BMP for water quality treatment. A permanent detention pond on-site will detain the additional flows associated with this construction to existing conditions to alleviate flooding downstream.

Project Area "2" will consist of constructing a temporary earthen detention pond at the north corner of the Project Site, as well as additional grading earth-work to divert flow to the pond. The remainder of the site will remain undisturbed, therefore, there will be no impervious cover for Project Area "2".

Currently, the 2.305 acres is owned by Oak Run Realty, Inc. Managing Venture Partner, for New Braunfels Investment Joint Venture. Christian Brothers Automotive Corporation has committed to purchase 0.8140 acres of the 2.305 acres once all City and State permits have been obtained for the development of a Christian Brothers Automotive repair shop. Christian Brothers Automotive Corporation will also take responsibility and maintain responsibility of the inspection and maintenance of the permanent BMP once it has been constructed. A contract commitment of purchase and sale by the two parties is being provided with the Agent Authorization Forms.

Geologic Assessment
For Regulated Activities
on The Edwards Aquifer Recharge/transition Zones
and Relating to 30 TAC §213.5(b)(3), Effective June 1, 1999

REGULATED ENTITY NAME: CBA-Oak Run Commercial Tract, Unit 2, 2.305 Acres

TYPE OF PROJECT: ✓ WPAP __ AST __ SCS __ UST

LOCATION OF PROJECT: ✓ Recharge Zone __ Transition Zone __ Contributing Zone within the Transition Zone

PROJECT INFORMATION

1. ✓ Geologic or manmade features are described and evaluated using the attached **GEOLOGIC ASSESSMENT TABLE.**

2. Soil cover on the project site is summarized in the table below and uses the SCS Hydrologic Soil Groups* (*Urban Hydrology for Small Watersheds, Technical Release No. 55, Appendix A*, Soil Conservation Service, 1986). If there is more than one soil type on the project site, show each soil type on the site Geologic Map or a separate soils map

Soil Units, Infiltration Characteristics & Thickness		
Soil Name	Group*	Thickness (feet)
Rumple-Comfort Association	C/D	1 to 2

* Soil Group Definitions (Abbreviated)

A. Soils having a high infiltration rate when thoroughly wetted.

B. Soils having a moderate infiltration rate when thoroughly wetted.

C. Soils having a slow infiltration rate when thoroughly wetted.

D. Soils having a very slow infiltration rate when thoroughly wetted.

3. ✓ A **STRATIGRAPHIC COLUMN** is attached at the end of this form that shows formations, members, and thicknesses. The outcropping unit should be at the top of the stratigraphic column.

4. ✓ A **NARRATIVE DESCRIPTION OF SITE SPECIFIC GEOLOGY** is attached at the end of this form. The description must include a discussion of the potential for fluid movement to the Edwards Aquifer, stratigraphy, structure, and karst characteristics of the site.

5. ✓ Appropriate **SITE GEOLOGIC MAP(S)** are attached:

The Site Geologic Map must be the same scale as the applicant's Site Plan. The minimum scale is 1" : 400'

Applicant's Site Plan Scale	1" = 20 '
Site Geologic Map Scale	1" = 20 '
Site Soils Map Scale (if more than 1 soil type)	1" = 500 '

6. Method of collecting positional data:

✓ Global Positioning System (GPS) technology.
✓ Other method(s). 2009 Aerial Photograph

7 ✓ The project site is shown and labeled on the Site Geologic Map.

8. ✓ Surface geologic units are shown and labeled on the Site Geologic Map.

9 ✓ Geologic or manmade features were discovered on the project site during the field investigation. They are shown and labeled on the Site Geologic Map and are described in the attached Geologic Assessment Table.
— Geologic or manmade features were not discovered on the project site during the field investigation.

10. ✓ The Recharge Zone boundary is shown and labeled, if appropriate.

11. All known wells (test holes, water, oil, unplugged, capped and/or abandoned, etc.):

✓ There are 6 (#) wells present on the project site and the locations are shown and labeled. (Check all of the following that apply.)
✓ The wells are not in use and have been properly abandoned.
— The wells are not in use and will be properly abandoned.
— The wells are in use and comply with 16 TAC Chapter 76.
— There are no wells or test holes of any kind known to exist on the project site

ADMINISTRATIVE INFORMATION

12. ✓ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies must be submitted to the appropriate regional office.

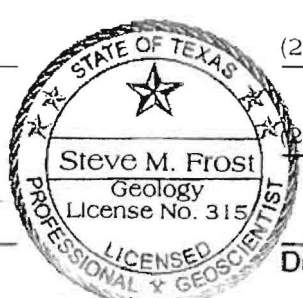
Date(s) Geologic Assessment was performed: April 1, 2011
Date(s)

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. My signature certifies that I am qualified as a geologist as defined by 30 TAC Chapter 213.

Steve Frost, C.P.G., P.G.
Print Name of Geologist

(210) 372-1315
Telephone

(210) 372-1318
Fax



Signature of Geologist

April 12, 2010
Date

Representing: Frost GeoSciences, Inc.
(Name of Company)

If you have questions on how to fill out this form or about the Edwards Aquifer protection program, please contact us at 210/490-3096 for projects located in the San Antonio Region or 512/339-2929 for projects located in the Austin Region.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.

Stratigraphic Column

[Hydrogeologic subdivisions modified from Maclay and Small (1976); groups, formations, and members modified from Rose (1972); lithology modified from Dunham (1962); and porosity type modified from Choquette and Pray (1970). CU, confining unit; AQ, aquifer]

Hydrogeologic subdivision			Group, formation, or member			Hydrologic function	Thickness (feet)	Lithology	Field identification	Cavern development	Porosity/ permeability type
Upper Cretaceous	Upper confining units		Eagle Ford Group			CU	30 – 50	Brown, flaggy shale and argillaceous limestone	Thin flagstones; petroliferous	None	Primary porosity lost/ low permeability
			Buda Limestone			CU	40 – 50	Buff, light gray, dense mudstone	Porcelaneous limestone with calcite-filled veins	Minor surface karst	Low porosity/low permeability
			Del Rio Clay			CU	40 – 50	Blue-green to yellow-brown clay	Fossiliferous; *Ilymatogyra arietina*	None	None/primary upper confining unit
Lower Cretaceous	I	Edwards aquifer	Georgetown Formation			Karst AQ; not karst CU	2 – 20	Reddish-brown, gray to light tan marly limestone	Marker fossil; *Waconella waconensis*	None	Low porosity/low permeability
	II		Edwards Group	Person Formation	Cyclic and marine members, undivided	AQ	80 – 90	Mudstone to packstone; *miliolid* grainstone; chert	Thin graded cycles; massive beds to relatively thin beds; crossbeds	Many subsurface; might be associated with earlier karst development	Laterally extensive; both fabric and not fabric/water-yielding
	III				Leached and collapsed members, undivided	AQ	70 – 90	Crystalline limestone; mudstone to grainstone; chert; collapsed breccia	Bioturbated iron-stained beds separated by massive limestone beds; stromatolitic limestone	Extensive lateral development; large rooms	Majority not fabric/one of the most permeable
	IV				Regional dense member	CU	20 – 24	Dense, argillaceous mudstone	Wispy iron-oxide stains	Very few; only vertical fracture enlargement	Not fabric/low permeability; vertical barrier
	V			Kainer Formation	Grainstone member	AQ	50 – 60	*Miliolid* grainstone; mudstone to wackestone; chert	White crossbedded grainstone	Few	Not fabric/ recrystallization reduces permeability
	VI				Kirschberg evaporite member	AQ	50 – 60	Highly altered crystalline limestone; chalky mudstone; chert	Boxwork voids, with neospar and travertine frame	Probably extensive cave development	Majority fabric/one of the most permeable
	VII				Dolomitic member	AQ	110 – 130	Mudstone to grainstone; crystalline limestone; chert	Massively bedded light gray, *Toucasia* abundant	Caves related to structure or bedding planes	Mostly not fabric; some bedding plane-fabric/water-yielding
	VIII				Basal nodular member	Karst AQ; not karst CU	50 – 60	Shaly, nodular limestone; mudstone and *miliolid* grainstone	Massive, nodular and mottled, *Exogyra texana*	Large lateral caves at surface; a few caves near Cibolo Creek	Fabric; stratigraphically controlled/large conduit flow at surface; no permeability in subsurface
	Lower confining unit		Upper member of the Glen Rose Limestone			CU; evaporite beds AQ	350 – 500	Yellowish tan, thinly bedded limestone and marl	Stair-step topography; alternating limestone and marl	Some surface cave development	Some water production at evaporite beds/relatively impermeable

GEOLOGIC ASSESSMENT TABLE

PROJECT NAME: CBA-Oak Run Commercial Tract — FGS-E11129

LOCATION			FEATURE CHARACTERISTICS												EVALUATION			PHYSICAL SETTING		
1	2*	3*	2A	2B	3	4			5	5A	6	7	8A	8B	9	10		11		12
FEATURE	LATITUDE	LONGITUDE	FEATURE TYPE	POINTS	FORMATION	DIMENSIONS (FEET)			TREND (DEGREES)	DOM	DENSITY (NO/FT²)	APERTURE (FEET)	INFILL	RELATIVE INFILTRATION RATE	TOTAL	SENSITIVITY		CATCHMENT AREA (ACRES)		TOPOGRAPHY
						X	Y	Z		10						< 40	≥ 40	<1.6	≥1.6	
S-1	29° 43.128'	98° 09.707'	MB	30	Kep	0.5	0.5	10		-	-	-	-	5	35	35			X	Hillside
S-2	29° 43.114'	98° 09.712'	MB	30	Kep	0.5	0.5	10		-	-	-	-	5	35	35			X	Hillside
S-3	29° 43.139'	98° 09.698'	MB	30	Kep	0.5	0.5	10		-	-	-	-	5	35	35			X	Hillside
S-4	29° 43.110'	98° 09.705'	MB	30	Kep	0.5	0.5	5		-	-	-	-	5	35	35			X	Hillside
S-5	29° 43.123'	98° 09.718'	MB	30	Kep	0.5	0.5	5		-	-	-	-	5	35	35			X	Hillside
S-6	29° 43.129'	98° 09.694'	MB	30	Kep	0.5	0.5	5		-	-	-	-	5	35	35			X	Hillside
S-7	29° 43.124'	98° 09.673'	CD	5	Kep	2	3	2		-	-	-	-	7	12	12			X	Drainage

* DATUM 1984 North American Datum (NAD83)

2A TYPE	TYPE	2B POINTS
C	Cave	30
SC	Solution Cavity	20
SF	Solution-enlarged fracture(s)	20
F	Fault	20
O	Other natural bedrock features	5
MB	Manmade feature in bedrock	30
SW	Swallow Hole	30
SH	Sinkhole	20
CD	Non-karst closed depression	5
Z	Zone, clustered or aligned features	30

8A INFILLING	
N	None, exposed bedrock
C	Coarse - cobbles, breakdown, sand, gravel
O	Loose or soft mud or soil, organics, leaves, sticks, dark colors
F	Fines, compacted clay-rich sediment, soil profile, gray or red colors
V	Vegetation. Give details in narrative description
FS	Flowstone, cements, cave deposits
X	Other materials

12 TOPOGRAPHY
Cliff, Hilltop, Hillside, Drainage, Floodplain, Streambed

I have read, I understood and I have followed the Texas Commission on Environmental Quality's Instructions to Geologists. The information presented here complies with that document and is a true representation of the conditions observed in the field. My signature certifies that I am qualified as a geologist as defined by 30 TAC 213.

Signature Steve Frost

STATE OF TEXAS
Steve M. Frost
Geology
License No. 3185
PROFESSIONAL GEOSCIENTIST

Date April 12, 2010

Sheet 1 of 1

LOCATION

The project site consists of 2.305 acres of land located along and north of State Highway 46 near the northeastern corner of the intersection of Oak Sprawl Parkway and State Highway 46 in New Braunfels, Texas. An overall view of the area is shown on copies of the site plan, a street map, the USGS Topographic Map, the Official Edwards Aquifer Recharge Zone Map, the Flood Insurance Rate Map (FIRM), a 1973 aerial photograph at a scale of 1"=500', a geologic map, a 2009 aerial photograph at a scale of 1"=500', and a 2009 aerial photograph at a scale of 1"=100', Plates 1 through 9 in Appendix A.

METHODOLOGY

The Geologic Assessment was performed by Mr. Steve Frost, C.P.G., President and Senior Geologist with Frost GeoSciences, Inc. Mr. Frost is a Licensed Professional Geoscientist in the State of Texas (License # 315) and is a Certified Professional Geologist with the American Institute of Professional Geologist (Certification # 10176).

Frost GeoSciences, Inc. researched the geology of the area in the immediate vicinity of the project site. The research included, but was not limited to, the Geologic Atlas of Texas, San Antonio Sheet, FIRM maps, Edwards Aquifer Recharge Zone Maps, USGS 7.5 Minute Quadrangle Maps, the Geologic Map of the New Braunfels, Texas 30 X 60 Minute Quadrangle, the USGS Water-Resources Investigations Report 94-4117 and the USDA Soil Survey of Comal & Hays County, Texas.

After reviewing the available information, a field investigation was performed to identify any geologic or man-made potential recharge features. A transect spacing of approximately 50 feet or less, depending on vegetation thickness, was used to inspect the project site. A 2009 aerial photograph, in conjunction with a hand held Garmin eTrex Summit Global Positioning System with an Estimated Potential Error ranging from 10 to 15 feet, was used to navigate around the property and identify the locations of potential recharge features, as recommended in the "Instructions to Geologists", TCEQ-0585-Instructions (Rev. 10-1-04). The locations of any potential recharge features noted in the field were identified with blue and white flagging. The flagging is

numbered with the same potential recharge feature I.D. # that is used on the Site Geologic Map in Appendix C of this report. The Site Geologic Map indicating the limits of the project site is included in Appendix C. A copy of a 2009 aerial photograph at an approximate scale of 1"=100', indicating the locations of the potential recharge features, is included on Plate 9 in Appendix A. The Geologic Assessment Form, Stratigraphic Column and the Geologic Assessment Table have been filled with the appropriate information for this project site and are included on pages 1-4 of this report.

RESEARCH & OBSERVATIONS

7.5 Minute Quadrangle Map Review

According to the USGS 7.5 Minute Quadrangle Map, New Braunfels West, Texas Sheet (1988), the elevation of the project site is approximately 870 feet. This elevation is calculated above mean sea level (AMSL). The surface runoff from the project site flows to the northwest into an unnamed tributary of Blieders Creek. State Highway 46 is located immediately south of the project site. Oak Sprawl Parkway is located west of the project site. A copy of the above referenced USGS 7.5 Minute Quadrangle Map , indicating the location of the project site, is included in this report on Plate 3 in Appendix A.

Recharge / Transition Zone

According to Official Edwards Aquifer Recharge Zone Map, New Braunfels West, Texas Sheet (1996), the project site is located within the Recharge Zone of the Edwards Aquifer. A copy of Official Edwards Aquifer Recharge Zone Map, indicating the location of the project site, is included on Plate 4 in Appendix A.

100-Year Floodplain

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map for Comal County, Texas, Community Panel Number 48091C0435F (Revised 9/02/09) was reviewed to determine if the project site is located in areas prone to flooding. A review of the above-

mentioned panel indicates that no portion of the project site is located within the 100 year floodplain. The project site is located within Zone X. According to the panel legend, Zone X represents areas determined to be outside the 0.2% annual chance floodplain. A copy of the Comal County, Texas, FIRM map, indicating the location of the project site, is included in this report on Plate 5 in Appendix A.

Soils

According to the United States Department of Agriculture, Soil Conservation Service, Soil Survey of Comal & Hays County, Texas (1982), the project site is located on the Rumple-Comfort Association (RUD). A copy of the 1973 aerial photograph (approximate scale: 1"=500') from the USDA Soil Survey of Comal & Hays County, Texas indicating the location of the project site and the soil types is included on Plate 6 in Appendix A.

The Rumple-Comfort Association (RuD) consists of shallow and moderately deep soils on uplands in the Edwards Plateau Land Resource Area. The surface layer of the Rumple Soil is dark reddish brown very cherty clay loam about 10 inches thick. Rounded chert and limestone cobbles and gravel cover about 20 percent of the surface. The subsoil to a depth of 14 inches is dark reddish-brown very cherty clay, and to a depth of 28 inches it is dark reddish-brown extremely stony clay. The underlying material is indurated fractured limestone. The Comfort Soil is dark brown, neutral, extremely stony clay about 7 inches thick. The subsoil to a depth of 12 inches is dark reddish-brown, mildly alkaline, extremely stony clay. The underlying material is indurated fractured limestone. The soil is noncalcareous throughout. The soils in this association are well drained. Surface runoff is medium, but varies due to the occurrence of caves, fracture zones, and sinks. Permeability is moderately slow. Water erosion is a moderate hazard.

Narrative Description of the Site Geology

The project site exists as undeveloped land. The site was supported only minor amounts of vegetative cover with a thick to medium stand of native grasses. One area of natural rock outcrop was noted during the on-site inspection near the northeastern boundary. The site

appears to support a thick soil cover. The variations in the vegetative cover across the project site are visible in the 2009 aerial photographs on Plates 8 and 9 in Appendix A and in the site visit photographs included in Appendix B.

Seven PRF's were identified during our site inspection. None of these appeared to be naturally occuring features. Six geotechnical borings were noted on the site. A drainage scour was noted along the northern portion of the eastern property line. The following is a summary of the features noted during our assessment.

Potential Recharge Feature #'s S-1 - S-6 consist of manmade features in bedrock. These features are geotechnical borings. The borings appear to be 5 to 6 inches in diameter and appear to have been backfilled with cuttings from the drilling operations, FGS noted two of these borings were not completely backfilled or have settled, leaving minor holes. Frost GeoSciences, Inc., rates the relative infiltration of these features as low on figure 1 of the TCEQ-0585-Instructions (Rev. 10-01-04). These features score a 35 on the sensitivity scale, column 10 in the Geologic Assessment Table on page 4 of this report. FGS is of the opinion that these are not sensitive features.

S-7 consists of a Non-Karst closed depression feature in bedrock (CD) located along the northeastern boundary line. This feature is within an earthen storm water drainage channel along the eastern boundary of the project site and is approximately 2 feet wide by 3 feet long and is approximately 2 feet deep. FGS is of the opinion that this is a drainage scour. Frost GeoSciences, Inc., rates the relative infiltration of this feature as low on figure 1 of the TCEQ-0585-Instructions (Rev. 10-01-04). This feature scores a 12 on the feature assessment table on page 4 of this report. This feature is not considered sensitive by FGS.

According to the USGS 7.5 Minute Quadrangle Map, New Braunfels West, Texas Sheet (1988), the elevation of the project site is approximately 870 feet. This elevation is calculated above mean sea level (AMSL). According to topographic data obtained from Pawelek & Moy, Inc., the elevations on the project site range from 863 near the northeastern property corner to 874 feet near the southwestern property corner. A copy of the site plan, indicating the boundary of the project site and the elevations, is included on Plate 1 in Appendix A and on the Site Geologic Map in Appendix C of this report.

According to the WRI 94-4117 Geologic Map of Comal County, Texas, and the Geologic Map of the New Braunfels, Texas 30 X 60 Minute Quadrangle, the project site is covered by the Cyclic and Marine Member of the Cretaceous Edwards Person Limestone.

The Cyclic and Marine Member of the Cretaceous Edwards Person Limestone consists of mudstone to packstone and miliolid grainstone with chert. The member is characterized by massive beds of limestone to relatively thin beds of limestone with some crossbedding. The Cyclic and Marine Member forms a few caves some that are laterally extensive. Overall thickness ranges from 80 to 90 feet thick.

A copy of the WRI 94-4117 Geologic Map, indicating the location of the project site, is included on Plate 7A in Appendix A. A copy of the Geologic Map of the New Braunfels, Texas 30 X 60 Minute Quadrangle, indicating the location of the project site, is included on Plate 7B in Appendix A.

BEST MANAGEMENT PRACTICE (BMP)

Based on a visual inspection of the ground surface the overall potential for fluid flow from the project site into the Edwards Aquifer appears to be low. The potential always exists to encounter subsurface features that lack a surface expression. Frost GeoSciences, Inc. recommends that we be included in the pre-construction meeting to inform construction personnel of the potential to encounter subsurface karst features during excavating activities. Construction personnel should also be informed of the proper protocol to follow in the event that a solution cavity and/or cave is encountered during the excavation and development of the property.

DISCLAIMER

This report has been prepared in general accordance with the "Instructions to Geologists", TCEQ-0585-Instructions (Rev. 10-1-04) by a Licensed Texas Professional Geoscientist. All areas of the project site were carefully inspected for features that could contribute to the recharge of the Edwards Aquifer, however, this survey cannot preclude the presence of subsurface karst features that lack

surface expression. This report is not intended to be a definitive investigation of all possible geologic or karst features at this site. All conclusions, opinions and recommendations for Best Management Practices (BMP's) in this report are based on information obtained while researching the project and on the site conditions at the time of our field investigation.

This report has been prepared for and may be relied upon by Christian Brothers Automotive Corp. This report is based on available known records, a visual inspection of the project site and the work generally accepted for a Geologic Assessment TAC §213.5(b)(3), effective June 1, 1999.

REFERENCES

1) USGS 7.5 Minute Quadrangle Map, New Braunfels West, Texas Sheet (1988).

2) Official Edwards Aquifer Recharge Zone Map 31, New Braunfels West, Texas Sheet (1996).

3) Stein, W.G. and Ozuna, G.B., 1995, Geologic Framework and Hydrogeologic Characteristics of the Edwards Aquifer Recharge Zone, Comal County, Texas. U.S. Geological Survey Water Resources Investigations 94-4117.

4) Collins, Edward, W., 2000, Geologic Map of the New Braunfels, Texas 30 X 60 Minute Quadrangle.

5) Federal Emergency Management Agency (FEMA), Comal County, Texas and Incorporated Areas, Flood Insurance Rate Map (FIRM), Panel 48091C0435F (9/02/09) FEMA, Washington D.C.

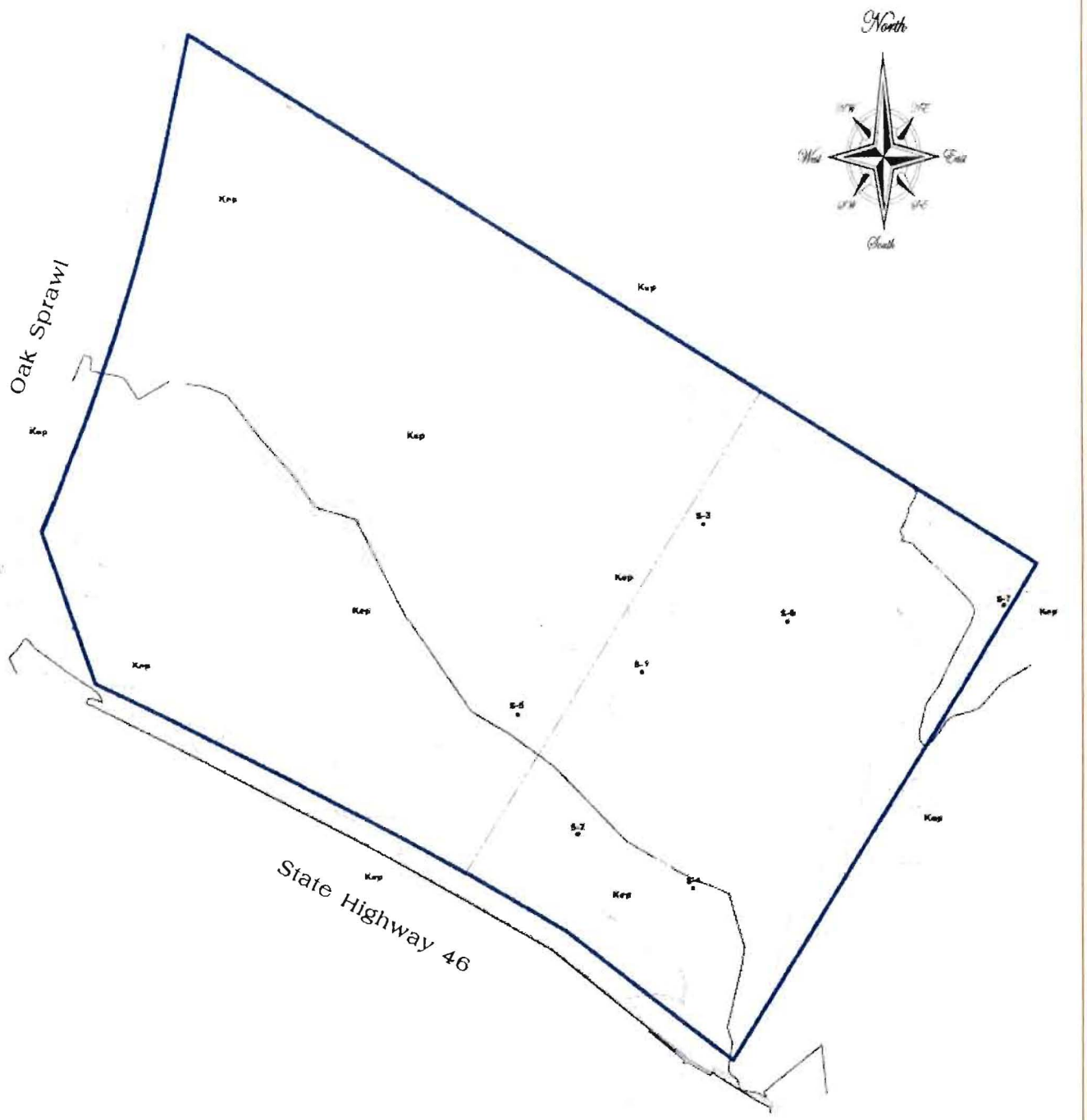
7) USDA Soil Conservation Service, Soil Survey of Comal & Hays Counties, Texas (1982).

8) TCEQ-0585-Instructions (Rev. 10-1-04). "Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zone".

Appendix A

Site Location Plates

Frost GeoSciences



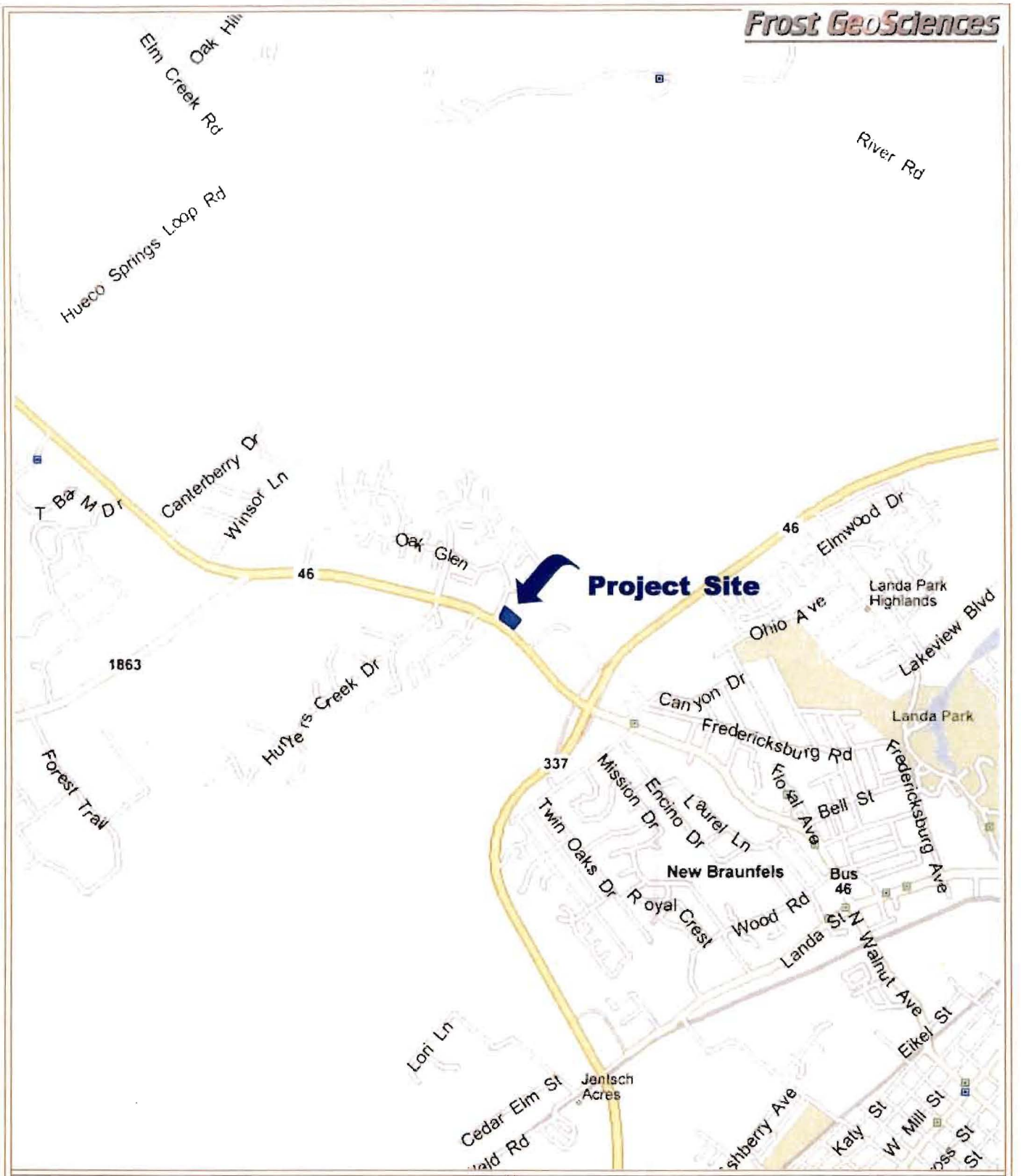
PROJECT NAME:
Geologic Site Assessment (WPAP)
for Regulated Activities / Development on the
Edwards Aquifer Recharge / Transition Zone
CBA-Oak Run Commercial Tract, 2.305 Acres
New Braunfels, Texas

Site Plan

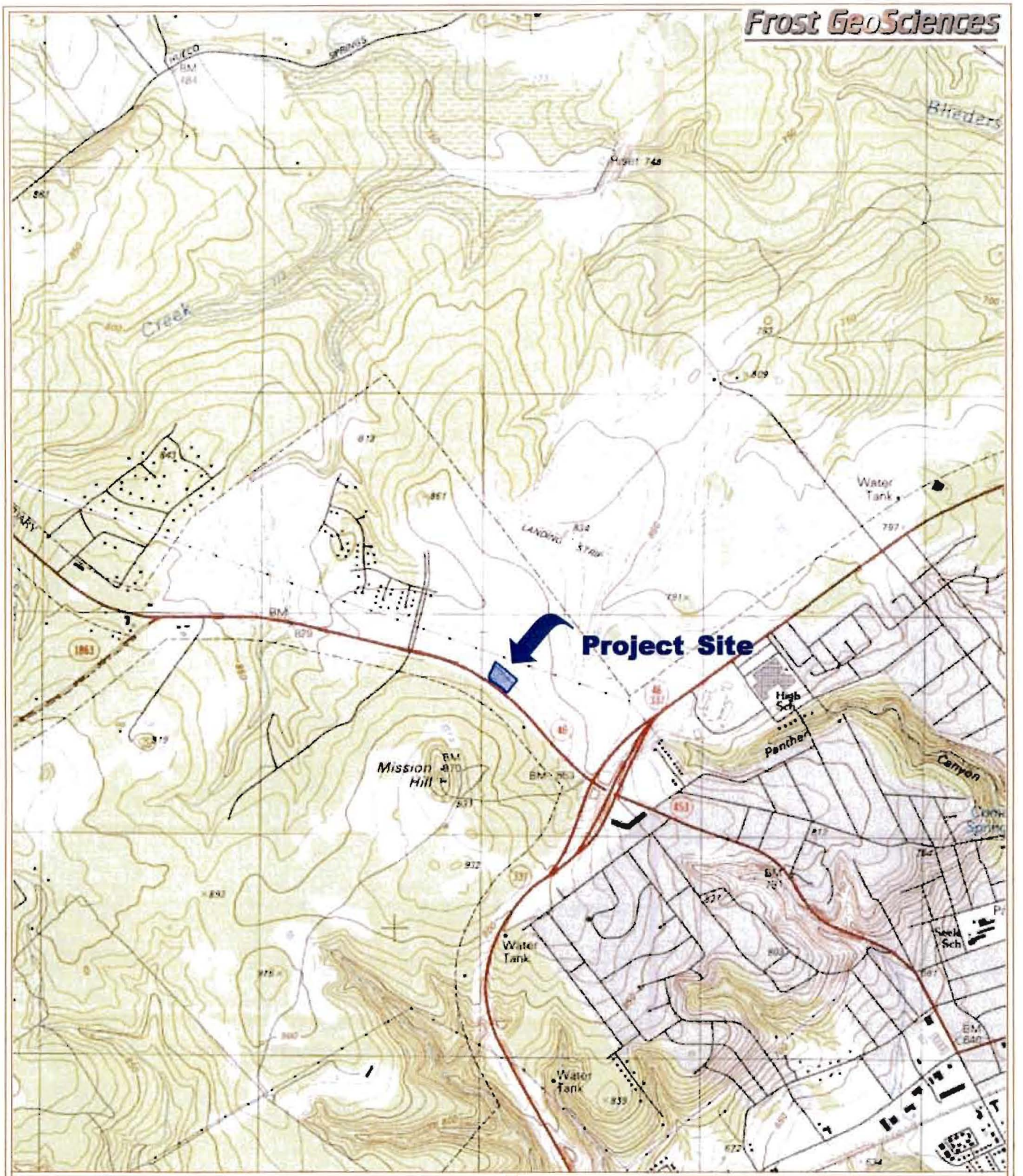
PROJECT NO.: FGS-E11129

DATE: April 12, 2010

Frost GeoSciences



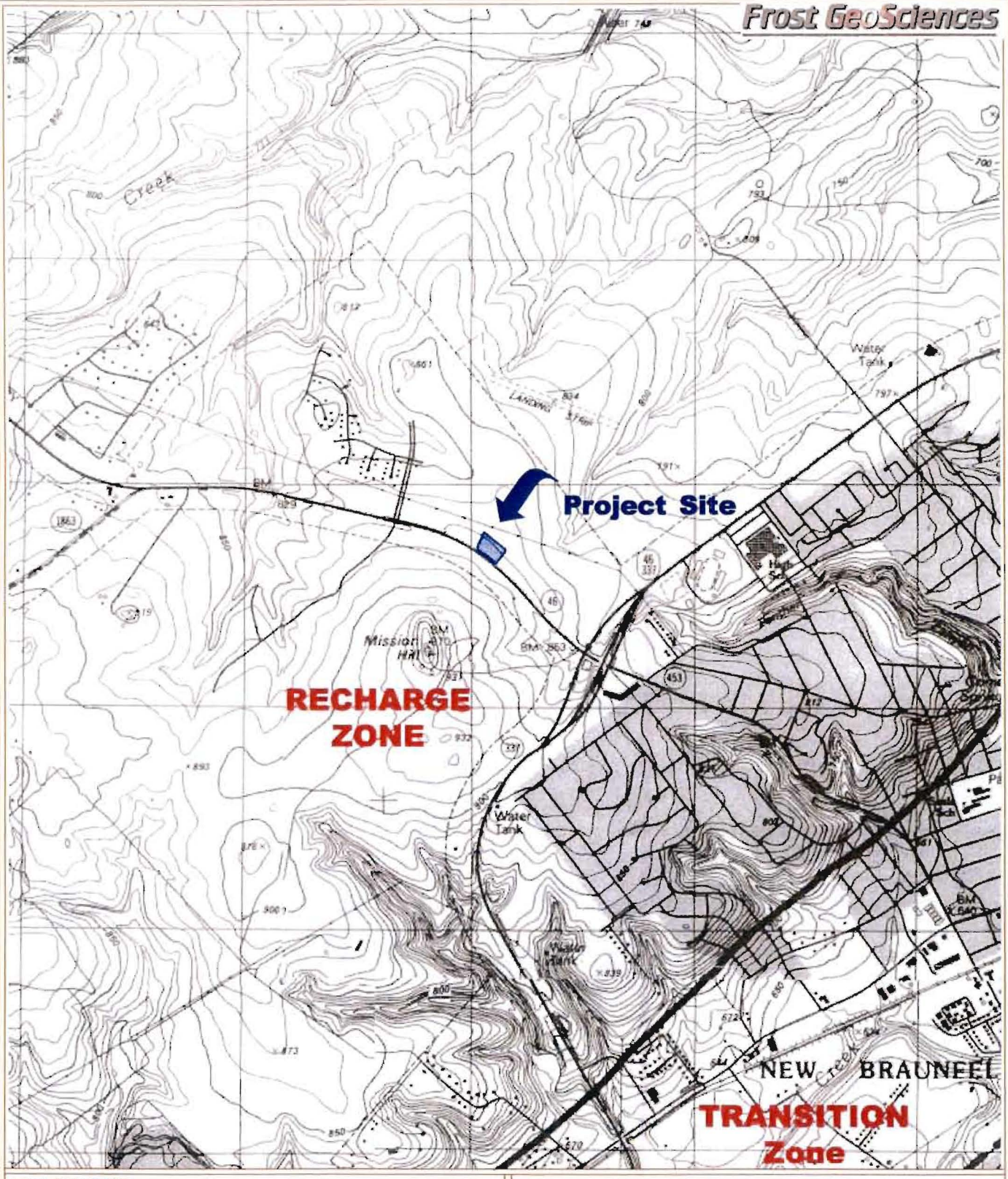
PROJECT NAME:	Street Map	
Geologic Site Assessment (WPAP) for Regulated Activities / Development on the Edwards Aquifer Recharge / Transition Zone CBA-Oak Run Commercial Tract, 2.305 Acres New Braunfels, Texas	PROJECT NO.: FGS-E11129	DATE: April 12, 2010



PROJECT NAME:
Geologic Site Assessment (WPAP)
for Regulated Activities / Development on the
Edwards Aquifer Recharge / Transition Zone
CBA-Oak Run Commercial Tract, 2.305 Acres
New Braunfels, Texas

U.S.G.S. 7.5 Minute Quadrangle Map
New Braunfels West, Texas Sheet (1988)

PROJECT NO.:	DATE:
FGS-E11129	April 12, 2010

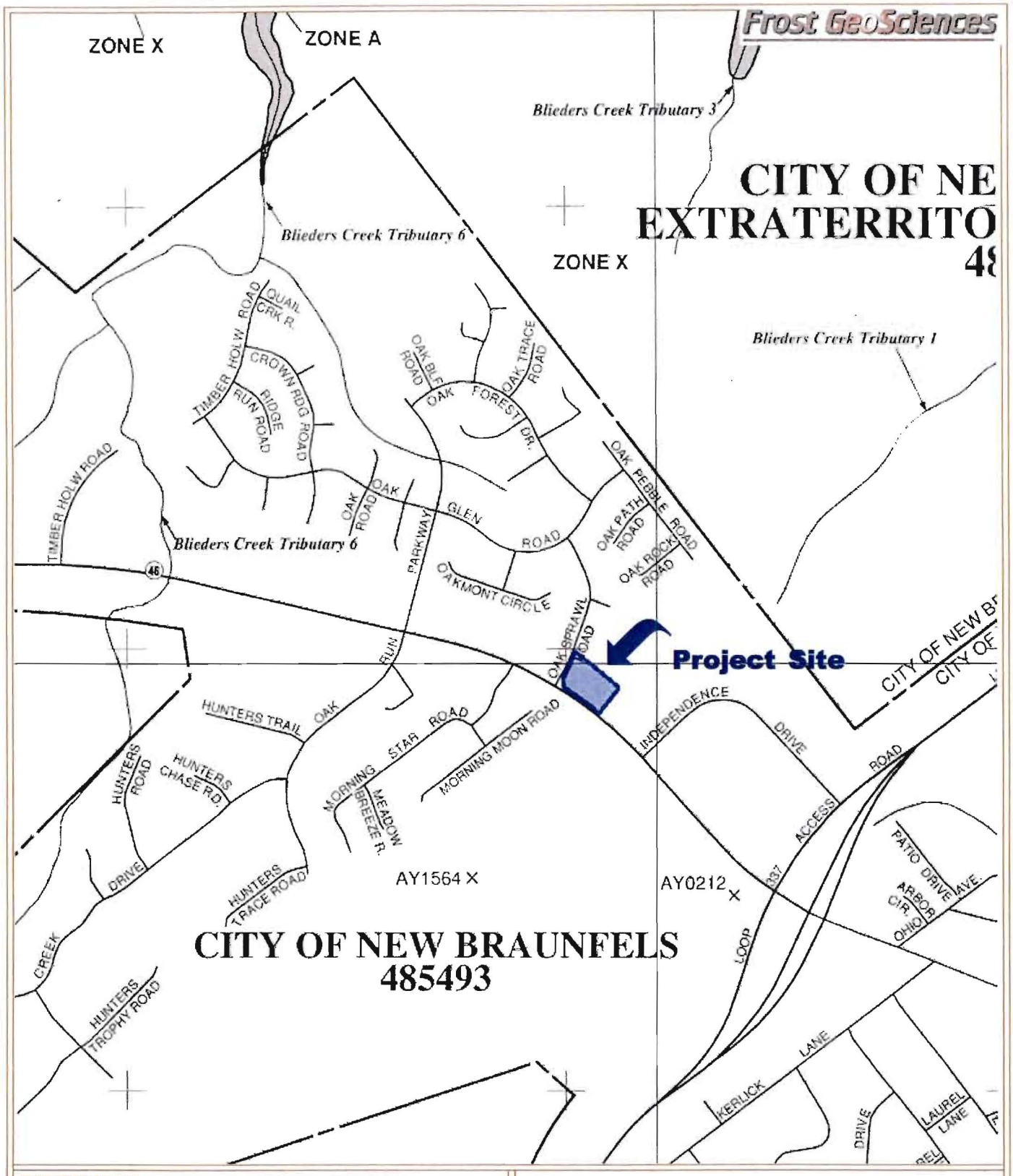


PROJECT NAME:

Geologic Site Assessment (WPAP)
for Regulated Activities / Development on the Edwards Aquifer Recharge / Transition Zone
CBA-Oak Run Commercial Tract, 2.305 Acres
New Braunfels, Texas

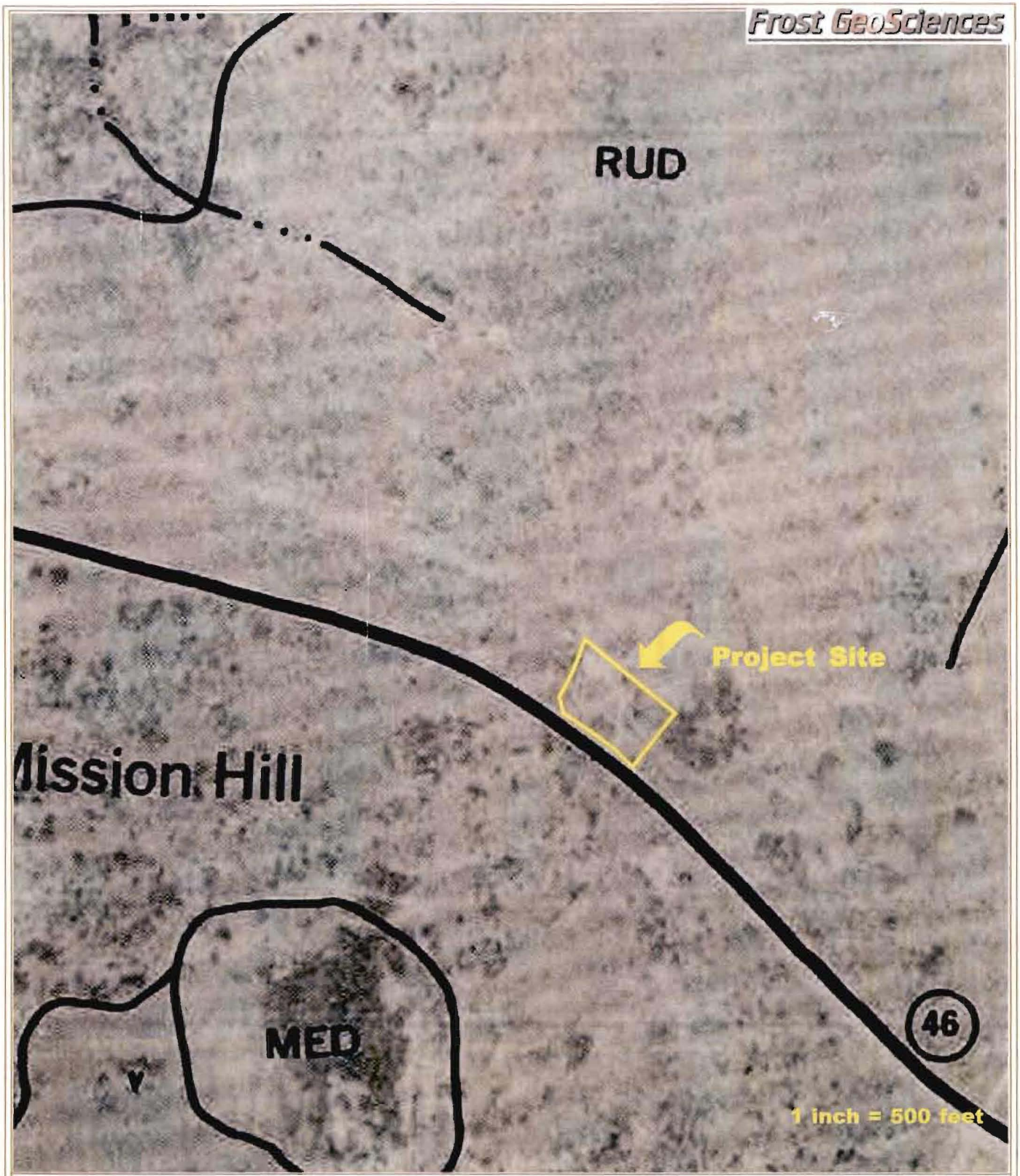
Official Edwards Aquifer Recharge Zone Map
New Braunfels West, Texas Sheet (1996)

PROJECT NO.:	DATE:
FGS-E11129	April 12, 2010



PROJECT NAME: Geologic Site Assessment (WPAP) for Regulated Activities / Development on the Edwards Aquifer Recharge / Transition Zone CBA-Oak Run Commercial Tract, 2.305 Acres New Braunfels, Texas	Flood Insurance Rate Map (FIRM) Community Panel # 48091C0435F (Revised 9/02/09)
PROJECT NO.: FGS-E11129	**DATE:** April 12, 2010

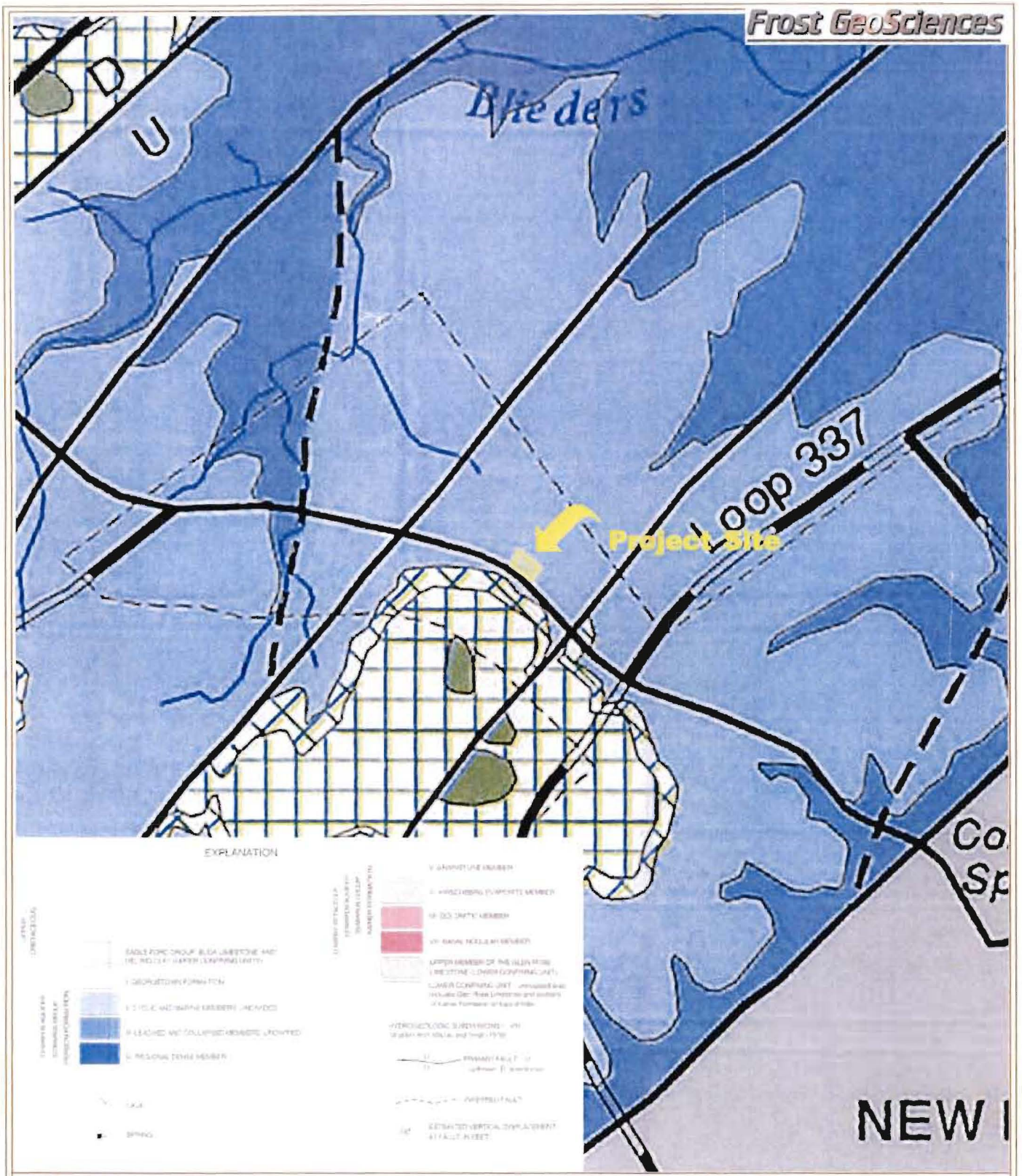
Frost GeoSciences



PROJECT NAME:
Geologic Site Assessment (WPAP)
for Regulated Activities / Development on the Edwards Aquifer Recharge / Transition Zone
CBA-Oak Run Commercial Tract, 2.305 Acres
New Braunfels, Texas

1973 Aerial Photograph
United States Department of Agriculture

PROJECT NO.:	DATE:
FGS-E11129	April 12, 2010

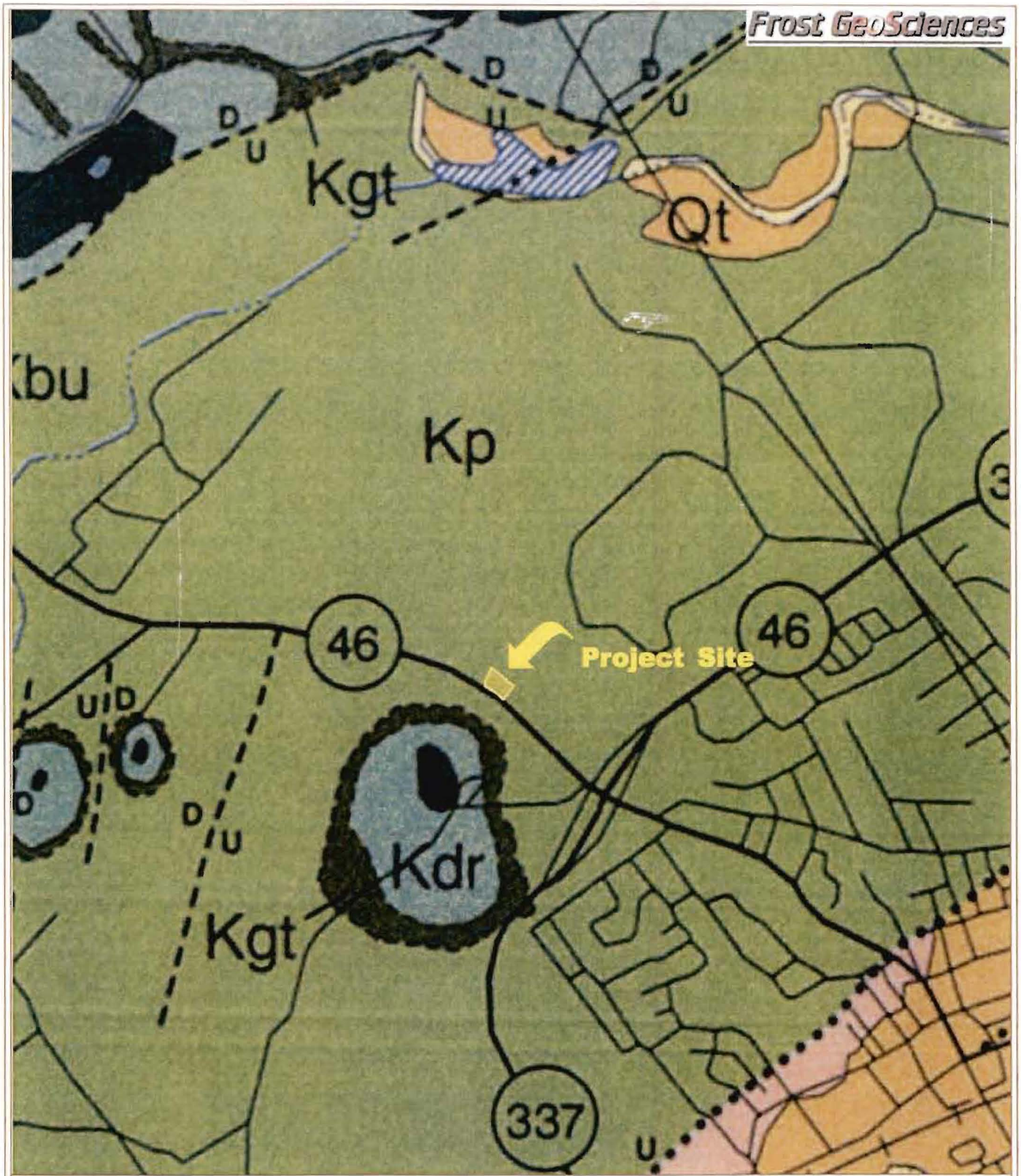


PROJECT NAME:
Geologic Site Assessment (WPAP)
for Regulated Activities / Development on the
Edwards Aquifer Recharge / Transition Zone
CBA-Oak Run Commercial Tract, 2.305 Acres
New Braunfels, Texas

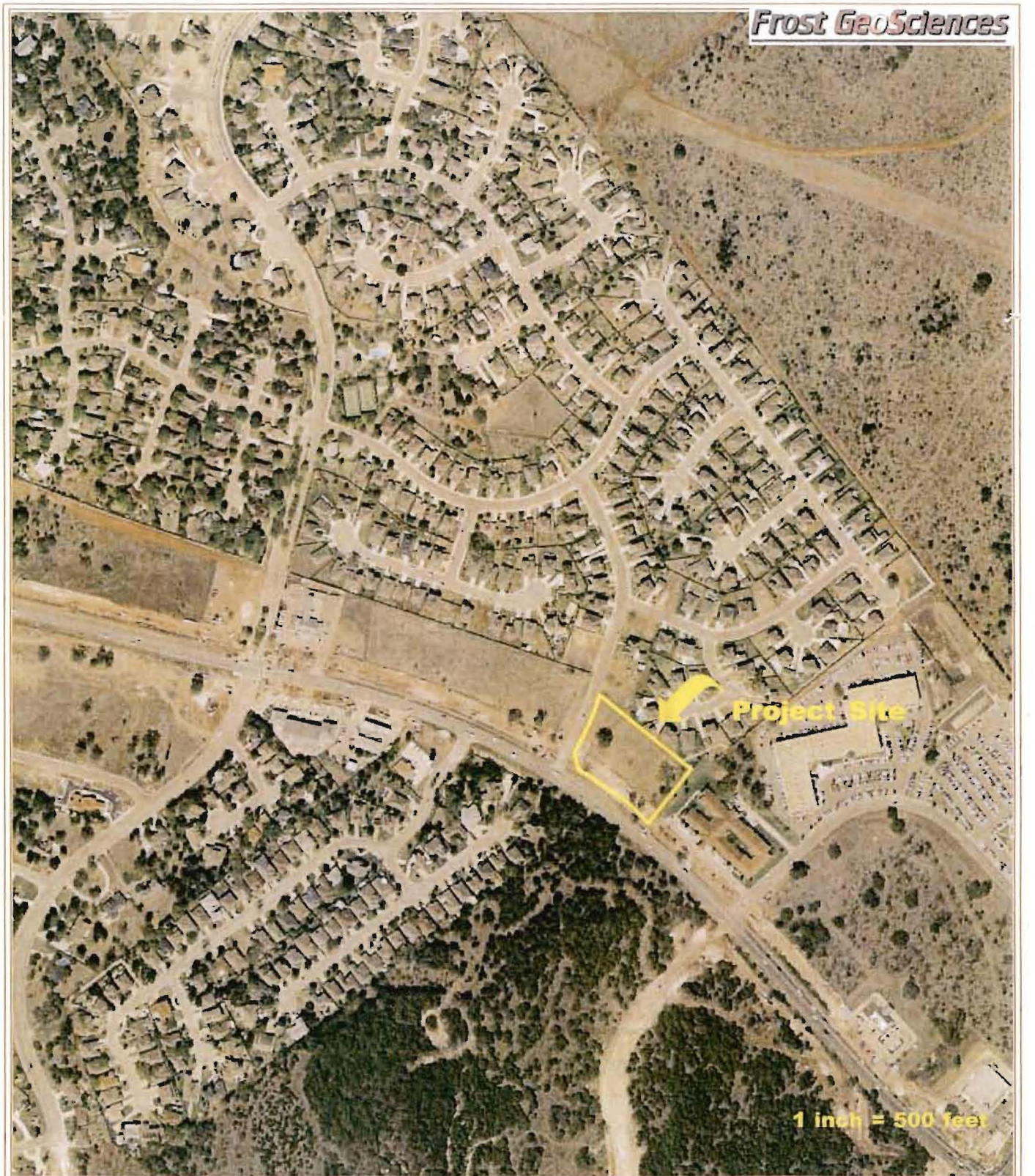
United States Geologic Survey
Water Resources Investigations #94-4117
Geologic Map of Comal County, Texas

PROJECT NO.: FGS-E11129

DATE: April 12, 2010



PROJECT NAME: Geologic Site Assessment (WPAP) for Regulated Activities / Development on the Edwards Aquifer Recharge / Transition Zone CBA-Oak Run Commercial Tract, 2.305 Acres New Braunfels, Texas	Bureau of Economic Geology Geologic Mapof the New Braunfels, Texas 30 X 60 Minute Quadrangle (2000)
	PROJECT NO.: FGS-E11129 / **DATE:** April 12, 2010



PROJECT NAME:
Geologic Site Assessment (WPAP)
for Regulated Activities / Development on the Edwards Aquifer Recharge / Transition Zone
CBA-Oak Run Commercial Tract, 2.305 Acres
New Braunfels, Texas

2009 Aerial Photograph
Landiscor Aerial Information

PROJECT NO.:	DATE:
FGS-E11129	April 12, 2010

PROJECT NAME:
Geologic Site Assessment (WPAP)
for Regulated Activities / Development on the
Edwards Aquifer Recharge / Transition Zone
CBA-Oak Run Commercial Tract, 2.305 Acres
New Braunfels, Texas

2009 Aerial Photograph with PRF's
Landiscor Aerial Information

PROJECT NO.:	DATE:
FGS-E11129	April 12, 2010

Appendix B

Site Inspection Photographs

View S From NW Corner of the Site.

View E from NW corner of the Site

Typical view of vegetative cover, view to the NE from SW corner of the Site

View E from SW corner of the Site

View N from SE corner of the Site

Typical view of vegetative cover along eastern boundary, view to the N

View of Potential Recharge Feature # S-1, Boring was not compeletly backfilled.

View of Potential Recharge Feature # S-3, Boring was not compeletly backfilled.

View of Potential Recharge Feature # S-7

Close view of Potential Recharge Feature # S-7, Bed rock is visible

Appendix C

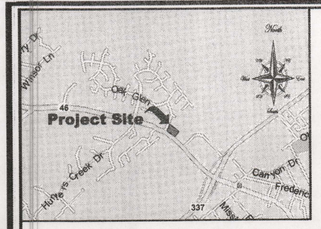
Site Geologic Map

Frost GeoSciences
Geotechnical • Construction Materials
Forensics • Environmental
13402 Western Oak Dr. • Helotes, Texas 78023
Phone: (210) 372-1315 Fax: (210) 372-1318

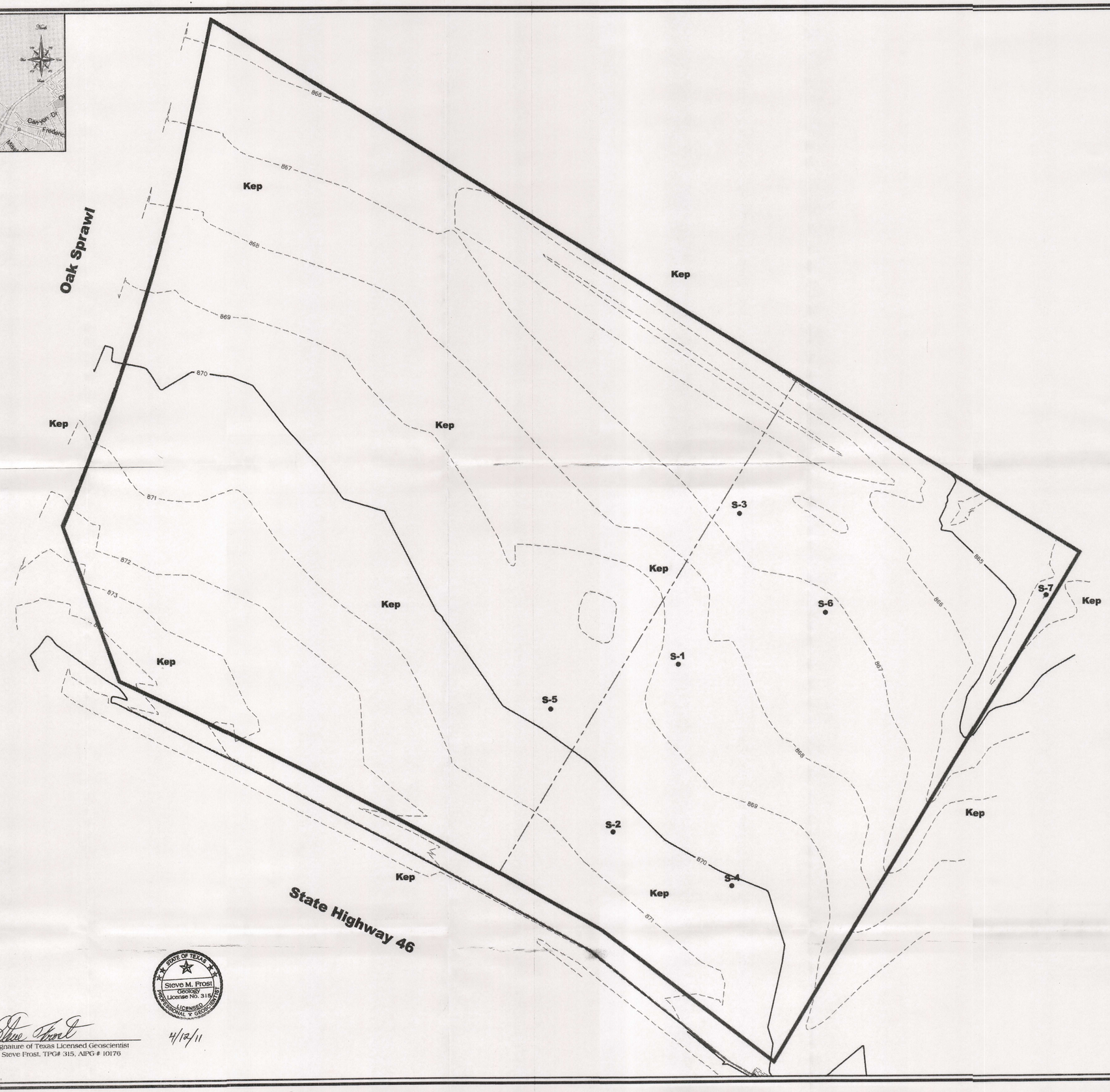
Site Geologic Map

Geologic Site Assessment (WPAP)
for Regulated Activities / Development on the
Edwards Aquifer Recharge / Transition Zone
for
CBA - Oak Run Commercial Tract
2.305 Acres
New Braunfels, Texas

Frost GeoSciences, Inc. Control # FGS-E11129



Location Map



Legend

Fill	-	Fill Material
Qal	-	Alluvium
Kau	-	Austin Chalk
Kef	-	Eagle Ford Shale
Kbu	-	Buda Limestone
Kdr	-	Del Rio Clay
Kgt	-	Georgetown Limestone
Kep	-	Edwards Person Limestone
Kek	-	Edwards Kainer Limestone
Kgr	-	Glen Rose Formation
S-#	-	Potential Recharge Feature (PRF)
	-	Formation Contact
	-	100-Year Floodplain - Zone A
	-	100-Year Floodplain - Zone AE
	-	Other Flood Hazard Area - Zone X (shaded)

Floodplain Information Obtained From
FIRM: Flood Insurance Rate Map
Comal County, Texas: Panel # 48091C0435F, Revised 9/02/09

Fault Information Obtained From:
Bureau of Economic Geology, Geologic Atlas of Texas, San Antonio Sheet (1983)
U.S. Geological Survey, Water Resources Investigations Report 94-4117 (1994)
Geologic Map of the New Braunfels, Texas 30 X 60 Minute Quadrangle (2000)

North
NW NE
West East
SW SE
South

Graphic Scale
20 0 10 20 40
(In Feet)

1 inch = 20 feet
Representative Fraction 1:240

Contour Interval - 1 foot

STATE OF TEXAS
Steve M. Frost
Geology
License No. 315
LICENSED
PROFESSIONAL GEOSCIENTIST

Steve Frost
Signature of Texas Licensed Geoscientist
Steve Frost, TPG# 315, APG # 10176

4/12/11

Map prepeard by; Reza Khaladj Esmaily, Project Geologist, under supervision of Steve Frost C.P.G, P.G.

Water Pollution Abatement Plan Application
for Regulated Activities
on the Edwards Aquifer Recharge Zone
and Relating to 30 TAC §213.5(b), Effective June 1, 1999

REGULATED ENTITY NAME: Christian Brothers Automotive – S.H. 46 & Oak Sprawl Rd.

REGULATED ENTITY INFORMATION

1. The type of project is:
   __ Residential: # of Lots: _____
   __ Residential: # of Living Unit Equivalents: _____
   X Commercial
   __ Industrial
   __ Other: _____

2. Total site acreage (size of property): *2.305 ac.

3. Projected population: 0

* Comprised of two project areas
- Project Area "1" – 0.950 Ac. (Christian Brothers Automotive development & access driveway)
- Project Area "2" – 1.355 Ac. (Remaining Oak Run property – Temporary Detention Pond & undeveloped)

4. The amount and type of impervious cover expected after construction are shown below:

Impervious Cover of Proposed Project (only on Project Area "1")	Sq. Ft.	Sq. Ft./Acre	Acres
Structures/Rooftops	5,183	÷ 43,560 =	0.119
Parking	22,707	÷ 43,560 =	0.522
Other paved surfaces	2,981	÷ 43,560 =	0.068
Total Impervious Cover	30,937	÷ 43,560 =	0.709
Total Impervious Cover ÷ Total Acreage x 100 =			74.8% (of Project Area "1") 30.8% (of Total Project Site)

5. X **ATTACHMENT A - Factors Affecting Water Quality.** A description of any factors that could affect surface water and groundwater quality is provided at the end of this form.

6. X Only inert materials as defined by 30 TAC §330.2 will be used as fill material.

FOR ROAD PROJECTS ONLY - *N/A*
Complete questions 7-12 if this application is exclusively for a road project.

7. Type of project:
   __ TXDOT road project.
   __ County road or roads built to county specifications.
   __ City thoroughfare or roads to be dedicated to a municipality.
   __ Street or road providing access to private driveways.

8. Type of pavement or road surface to be used:
   __ Concrete
   __ Asphaltic concrete pavement

__ Other: _____

9. Length of Right of Way (R.O.W.): ____ feet.
Width of R.O.W.: ____ feet.
L x W = _____ Ft^2 ÷ 43,560 Ft^2/Acre = ____ acres.

10. Length of pavement area: ____ feet.
Width of pavement area: ____ feet.
L x W = _____ Ft^2 ÷ 43,560 Ft^2/Acre = ____ acres.
Pavement area ____ acres ÷ R.O.W. area ____ acres x 100 = ___% impervious cover.

11. __ A rest stop will be included in this project.
__ A rest stop will **not** be included in this project.

12. __ Maintenance and repair of existing roadways that do not require approval from the TCEQ Executive Director. Modifications to existing roadways such as widening roads/adding shoulders totaling more than one-half (1/2) the width of one (1) existing lane require prior approval from the TCEQ.

STORMWATER TO BE GENERATED BY THE PROPOSED PROJECT

13. X **ATTACHMENT B - Volume and Character of Stormwater.** A description of the volume and character (quality) of the stormwater runoff which is expected to occur from the proposed project is provided at the end of this form. The estimates of stormwater runoff quality and quantity should be based on area and type of impervious cover. Include the runoff coefficient of the site for both pre-construction and post-construction conditions.

WASTEWATER TO BE GENERATED BY THE PROPOSED PROJECT

14. The character and volume of wastewater is shown below:

100% Domestic	150 gallons/day
__% Industrial	_____ gallons/day
__% Commingled	_____ gallons/day

TOTAL_____ gallons/day

15. Wastewater will be disposed of by:

__ **On-Site** Sewage Facility (OSSF/Septic Tank):

__ **ATTACHMENT C - Suitability Letter from Authorized Agent.** An on-site sewage facility will be used to treat and dispose of the wastewater. The appropriate licensing authority's (authorized agent) written approval is provided at the end of this form. It states that the land is suitable for the use of an on-site sewage facility or identifies areas that are not suitable.

__ Each lot in this project/development is at least one (1) acre (43,560 square feet) in size. The system will be designed by a licensed professional engineer or registered sanitarian and installed by a licensed installer in compliance with 30 TAC Chapter 285.

X Sewage Collection System (Sewer Lines):

X Private service laterals from the wastewater generating facilities will be connected to an existing SCS.

__ Private service laterals from the wastewater generating facilities will be connected to a proposed SCS.

___ The SCS was previously submitted on _____.
___ The SCS was submitted with this application.
___ The SCS will be submitted at a later date. The owner is aware that the SCS may not be installed prior to Executive Director approval.

The sewage collection system will convey the wastewater to the Gruene Wastewater Treatment Plant. The treatment facility is:

_X_ existing.
___ proposed.

16. _X_ All private service laterals will be inspected as required in 30 TAC §213.5.

SITE PLAN REQUIREMENTS

Items 17 through 27 must be included on the Site Plan.

17. The Site Plan must have a minimum scale of 1" = 400'.
Site Plan Scale: 1" = 20 '.

18. 100-year floodplain boundaries
___ Some part(s) of the project site is located within the 100-year floodplain. The floodplain is shown and labeled.
_X_ No part of the project site is located within the 100-year floodplain.

The 100-year floodplain boundaries are based on the following specific (including date of material) sources(s):
FEMA Firm Map Panel No. 48091C0435F, Effective Date September 2, 2009

19. _X_ The layout of the development is shown with existing and finished contours at appropriate, but not greater than ten-foot contour intervals. Show lots, recreation centers, buildings, roads, etc.
___ The layout of the development is shown with existing contours. Finished topographic contours will not differ from the existing topographic configuration and are not shown.

20. All known wells (oil, water, unplugged, capped and/or abandoned, test holes, etc.):
_X_ There are 6 (#) wells present on the project site and the locations are shown and labeled. (Check all of the following that apply)
_X_ The wells are not in use and have been properly abandoned.
___ The wells are not in use and will be properly abandoned.
___ The wells are in use and comply with 16 TAC §76.
___ There ae no wells or test holes of any kind known to exist on the project site.

21. Geologic or manmade features which are on the site:
___ All **sensitive** geologic or manmade features identified in the Geologic Assessment are shown and labeled.
_X_ No **sensitive** geologic or manmade features were identified in the Geologic Assessment.
___ **ATTACHMENT D - Exception to the Required Geologic Assessment**. An exception to the Geologic Assessment requirement is requested and explained at the end of this form.

22. _X_ The drainage patterns and approximate slopes anticipated after major grading activities.

23. _X_ Areas of soil disturbance and areas which will not be disturbed.

24. _X_ Locations of major structural and nonstructural controls. These are the temporary and permanent best management practices.

25. _X_ Locations where soil stabilization practices are expected to occur.

26. _X_ Surface waters (including wetlands).

27. ___ Locations where stormwater discharges to surface water or sensitive features.
_X_ There will be no discharges to surface water or sensitive features.

ADMINISTRATIVE INFORMATION

28. _X_ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies must be submitted to the appropriate regional office.

29. _X_ Any modification of this WPAP will require Executive Director approval, prior to construction, and may require submission of a revised application, with appropriate fees.

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This **WATER POLLUTION ABATEMENT PLAN APPLICATION FORM** is hereby submitted for TCEQ review and Executive Director approval. The form was prepared by:

BRIAN M. COLE, PE
Print Name of Customer/Agent

Signature of Customer/Agent

4/18/2011
Date

TCEQ 0584 - ATTACHMENT A
FACTORS AFFECTING WATER QUALITY

The potential sources of contamination on the proposed project include, but are not limited to, hydrocarbons, such as oil and grease, vehicle/machinery fluid leaks, trash or debris, and fertilizers and soil runoff.

All construction equipment will be fueled off-site, and no hazardous materials shall be utilized for the construction of the proposed improvements. Portable toilets may be placed on site for use by construction workers during construction activities. All waste will be hauled off site daily, as generated.

Prior to any construction activity, storm water pollution prevention will include silt fencing along west of the proposed access driveway for temporary erosion and sedimentation control, rock berms at points of concentrated runoff, and the installation of a stabilized construction entrance/exit to reduce sediment removal from the site. The construction contractor will be responsible for the installation, repair and upkeep of all control measures.

TCEQ 0584 - ATTACHMENT B
VOLUME AND CHARACTER OF STORMWATER

The Project Site (2.305-acres) is currently undeveloped with native good grass conditions covering the entire site having slopes of approximately 2-7% and some oak trees. The runoff coefficient is estimated at 0.35. Under these conditions, stormwater runoff from ±1.9-acres flows to the east to an existing concrete flume and/or drainage channel along the south-east property line that is within a drainage easement. The remainder of the site (0.405-acres) flows to the north corner of the site onto Oak Sprawl Rd. An additional off-site area along the south-west boundary, from TxDOT right-of-way, also contributes runoff to the Project Site.

Project Area "1"

The proposed development of the Christian Brothers Automotive repair shop and access driveway will contain approximately 0.709-acres of impervious cover which is estimated to produce a runoff coefficient of 0.81. Potential pollutants contained in storm water runoff produced will include but are not limited to hydrocarbons, such as oils and grease, vehicle fluid leaks, trash or debris and fertilizers and sediment. This impervious runoff will be captured in a Vortech Stormwater System Unit, conveyed to a permanent detention pond, and slowly released. Additional flows (on-site and off-site) will bypass the development and be discharged to the drainage channel.

Project Area "2"

The construction of the Christian Brothers Automotive repair shop and access driveway will reconfigure drainage patterns by diverting 1.355-acres to the north and 0.950-acres to the east instead. To alleviate the additional stormwater that will be flowing to the north, a proposed temporary earthen detention pond at the north corner of the site will be constructed and said runoff will be detained to existing conditions.

Quantities of stormwater runoff (on-site and contributing off-site) were estimated using the Rational Method and are shown below.

Pre-Development:

Runoff Coeff. – 0.53
Q (100-yr) – 5.22 cfs → to concrete flume (east corner)
Q (100-yr) – 2.38 cfs → to drainage channel (south-east boundary)
Q (100-yr) – 2.27 cfs → to Oak Sprawl Rd. (north corner)

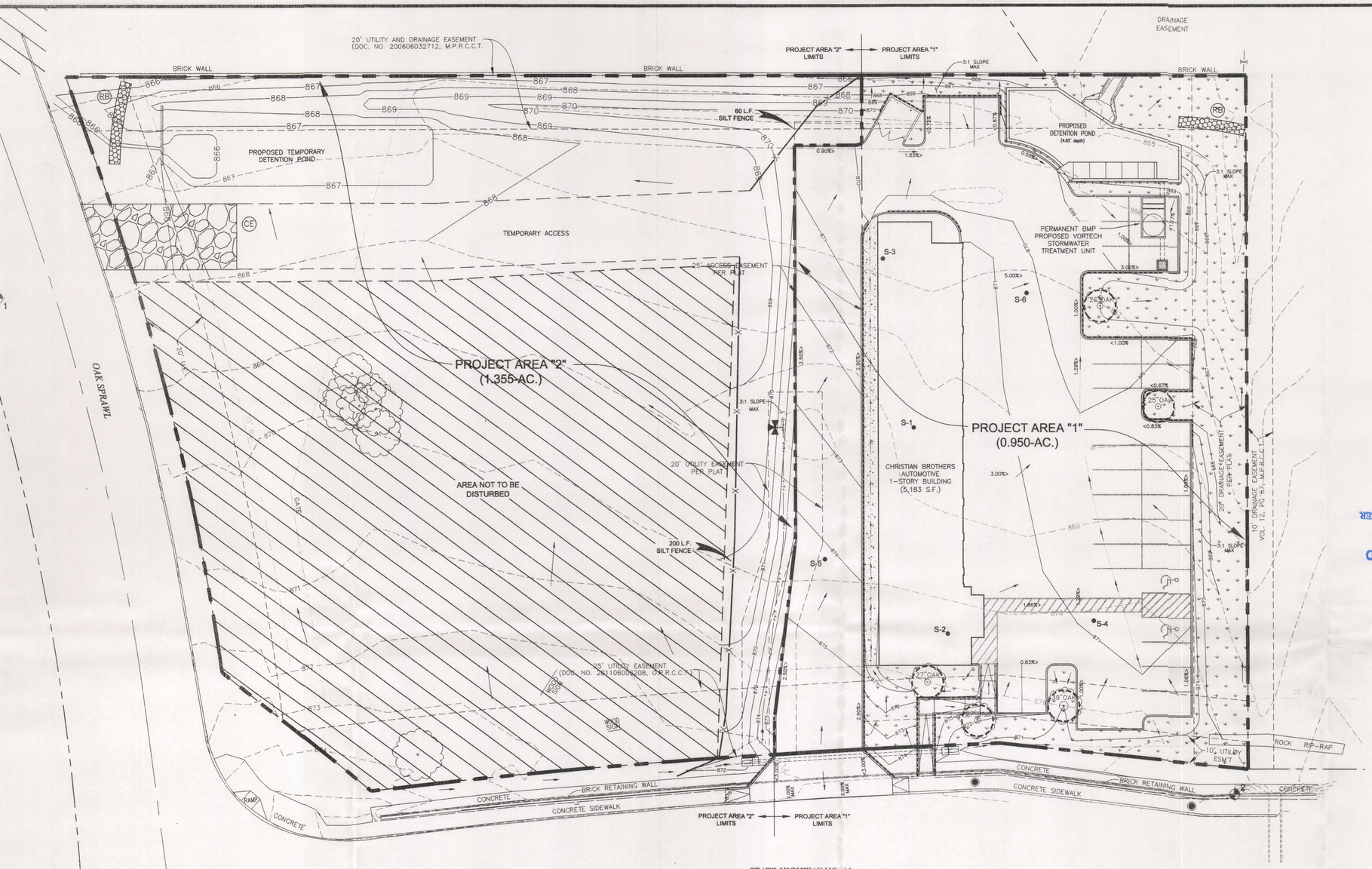
Post-Development – Project Area "1"

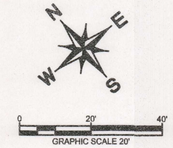
Runoff Coeff. – 0.81
Q (100-yr) – 10.26 cfs → to Permanent BMP* / Permanent Detention Pond** (east corner)
Q (100-yr) – 1.50 cfs → to drainage channel (south-east boundary)

Post-Development – Project Area "2"

Runoff Coeff. – 0.53
Q (100-yr) – 5.39 cfs → to Temporary Detention Pond** (north corner)
Q (100-yr) – 0.16 cfs → to Oak Sprawl Rd. (north corner)

*The permanent BMP will be oversized to compensate for the access driveway apron onto S.H. 46.
**Any stormwater runoff captured in the proposed detention ponds (permanent and temporary) will be detained to existing conditions to alleviate flooding downstream.





PROJECT SITE INFORMATION

TOTAL AREA	2.305 AC.
PROJECT AREA "1" CHRISTIAN BROTHERS AUTOMOTIVE REPAIR SHOP (0.814 AC.) & ACCESS DRIVEWAY	
AREA	0.950 AC.
IMPERVIOUS COVER	0.709 AC.
PROJECT AREA "2" DETENTION POND	
AREA	1.355 AC.
IMPERVIOUS COVER	0 AC.

RECEIVED
APR 25 2011
COUNTY ENGINEER

TCEQ-R13
APR 19 2011
SAN ANTONIO

LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED GRATE INLET
- PROPOSED STORM DRAIN
- PROPOSED WALL
- PROPOSED GUARD RAIL
- PROPOSED ACCESSIBLE RAMP
- EXISTING TREE TO REMAIN
- PROPOSED LANDSCAPING
- 860 — EXISTING CONTOURS
- 860 PROPOSED CONTOURS
- X SILT FENCE
- RB ROCK BERM
- CE CONSTRUCTION ENTRANCE
- TREE PROTECTION
- UNDISTURBED AREA
- S-1 FEATURES
- BENCHMARK

STATE HIGHWAY NO. 46

SOIL STABILIZATION NOTE:

BARE SOILS SHOULD BE SEEDED OR OTHERWISE STABILIZED WITHIN 14 CALENDAR DAYS AFTER FINAL GRADING OR WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED FOR MORE THAN 21 DAYS. SEDIMENT THAT HAS ESCAPED THE SITE DUE TO THE FAILURE OF SEDIMENT AND EROSION CONTROLS SHOULD BE REMOVED AS SOON AS POSSIBLE TO MINIMIZE OFFSITE IMPACTS. PERMISSION SHOULD BE OBTAINED FROM ADJACENT LANDOWNERS PRIOR TO OFFSITE SEDIMENT REMOVAL.

CALL AT LEAST 48 HOURS BEFORE DIGGING

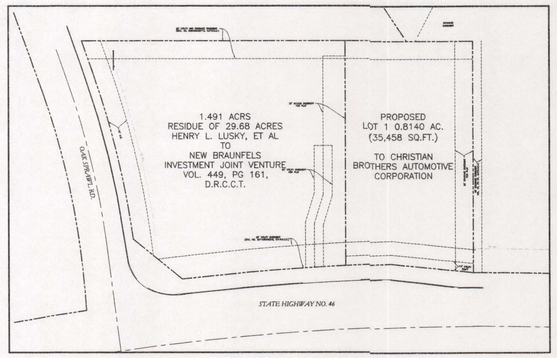
AS OF OCT 1, 1998, IT IS TEXAS STATE LAW THAT YOU CONTACT A ONE-CALL SYSTEM BEFORE EXCAVATING

ONE-CALL SYSTEM OF TEXAS	DIG TESS	LONE STAR NOTIFICATION	TEXAS ONE-CALL
1-800-545-6005	1-800-344-8377	1-800-669-8344	1-800-245-4545

A FEDERAL LAW NOW IN EFFECT ALSO STATES THAT ANY PERSON WHO ENGAGES IN EXCAVATION ACTIVITIES WITHOUT FIRST USING AN AVAILABLE ONE-CALL NOTIFICATION SYSTEM TO DETERMINE LOCATIONS OF UNDERGROUND FACILITIES: OR WITHOUT HEEDING LOCATION INFORMATION OR MARKINGS AND SUBSEQUENTLY DAMAGES AN UNDERGROUND FACILITY SHALL BE SUBJECT TO A FINE, IMPRISONMENT, OR BOTH. THE LAW ALSO STATES THAT OSHA MAY BE NOTIFIED OF ANY ACCIDENT CAUSED BY AN EXCAVATOR.

LOCAL UTILITY AGENCIES:

NEW BRAUNFELS UTILITIES	WATER, SEWER, ELECTRIC	830-629-8400
TIME WARNER CABLE	CABLE	830-625-3408
CENTERPOINT ENERGY	GAS	830-643-6434
AT&T	TELEPHONE	830-303-1333



TOTAL AREA 2.305 ACRES

PROPOSED LOT CONFIGURATION FOR OAK RUN COMMERCIAL UNIT 6A

OWNERSHIP OF 2.305 ACRES IS BY OAK RUN REALTY, INC. MANAGING VENTURE PARTNER. CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION IS TO BE RESPONSIBLE PARTY FOR WPAP EFFECTIVE IMMEDIATELY AND WILL PURCHASE 0.8140 ACRES AFTER ALL PERMITS ARE OBTAINED.

PROJECT BENCHMARK: 1
SQUARE ON TOP OF WEST CURBLINE OF OAK SPRAWL, 89' NORTH OF A SANITARY MANHOLE IN OAK SPRAWL, 72' SOUTH OF A SANITARY MANHOLE IN OAK SPRAWL.
ELEVATION = 867.85'

PROJECT BENCHMARK: 2
"X" IN SQUARE IN CONCRETE ON NORTHWEST SIDE OF HEADWALL ON NORTHEAST SIDE OF STATE HIGHWAY NO. 46, APPROXIMATELY 400' SOUTHEAST OF THE INTERSECTION OF STATE HIGHWAY NO. 46 AND OAK SPRAWL.
ELEVATION = 875.91'

NO.	REVISIONS DESCRIPTION	DATE

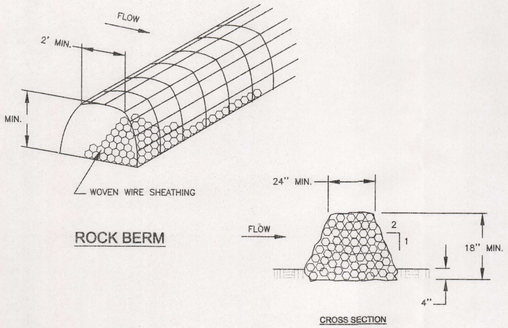
SITE PLAN

CHRISTIAN BROTHERS AUTOMOTIVE
S.H. 46 & OAK SPRAWL RD.
CITY OF NEW BRAUNFELS TEXAS

STATE OF TEXAS
BRIAN M. COPE
93735
LICENSED PROFESSIONAL ENGINEER

KLEIN ENGINEERING INC.
CIVIL • MUNICIPAL • ENVIRONMENTAL ENGINEERS
344 ARTINO, TEXAS 78217
(210) 826-3388 FAX (210) 826-3389
Tex Reg. No. F-00485
www.kleinengineering.com

JOB No. : JN 15-22
DATE : APRIL 2011
DESIGNED BY: NMS
DRAWN BY: NMS
CHECKED BY: BMC
SHEET 1 OF 2



ROCK BERM

CROSS SECTION

NOTES:

1. USE ONLY OPEN GRADED ROCK 4" TO 8" DIAMETER FOR STREAM FLOW CONDITIONS. USE OPEN GRADED ROCK 3" TO 5" DIAMETER FOR OTHER CONDITIONS.

2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 1" OPENING AND MINIMUM WIRE DIAMETER OF 20 GAUGE. ROCK BERMS IN CHANNEL APPLICATIONS SHALL BE ANCHORED FIRMLY INTO THE SUBSTRATE A MINIMUM OF 6" WITH T-POSTS OR #5 OR #6 REBAR, WITH MAXIMUM SPACING APART 48" ON CENTER.

3. THE ROCK BERM SHALL BE INSPECTED WEEKLY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.

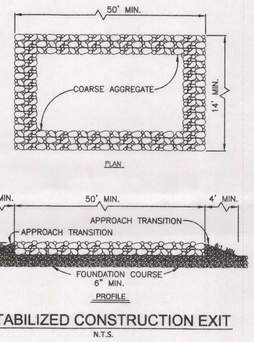
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 6", WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSE OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SILTATION PROBLEM.

5. DAILY INSPECTION SHALL BE MADE ON SEVERE-SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES 6".

6. WHEN THE SILT IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

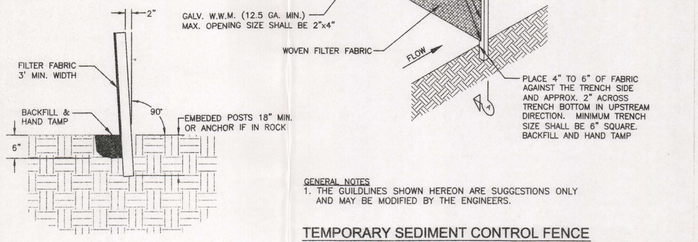
NOTES:

1. STONE SIZE: 4-8" OPEN GRADED ROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 50'.
3. THICKNESS: NOT LESS THAN 8".
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. THE APPROACH TRANSITIONS SHOULD BE NOT STEEPER THAN 6:1 AND CONSTRUCTED AS DIRECTED BY THE ENGINEER.
6. THE CONSTRUCTION EXIT FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
7. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO SEDIMENT TRAPPING DEVICE.
8. WASHING: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
9. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENTS THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLC ROADWAY MUST BE REMOVED IMMEDIATELY.
10. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
11. THE CONTRACTOR SHALL NOTIFY THE STREET INSPECTOR, MR. KEVIN BROWN AT (830) 608-2100, EXT. 259, TO SET AN ONSITE APPOINTMENT TO INSPECT ALL TEMPORARY EROSION/CONSTRUCTION CONTROL STRUCTURES. A 48-HOUR ADVANCE NOTIFICATION IS REQUIRED.
12. CONTRACTOR MUST ENSURE THAT THE CITY'S RIGHT-OF-WAY MUST BE CLEAR OF ALL CONSTRUCTION DEBRIS AT THE END OF EVERY DAY.



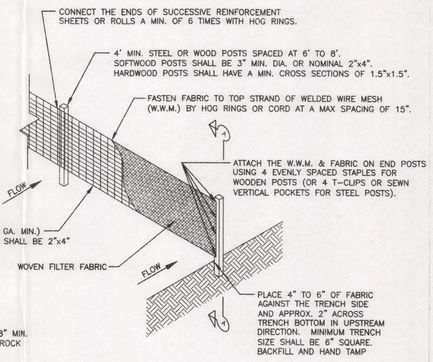
STABILIZED CONSTRUCTION EXIT

N.T.S.



SECTION A-A

N.T.S.



GENERAL NOTES
1. THE GUILDLINES SHOWN HEREON ARE SUGGCSTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEERS.

TEMPORARY SEDIMENT CONTROL FENCE

N.T.S.

EROSION CONTROL NOTES

1. CONTRACTOR SHALL INSTALL SEDIMENT AND EROSION CONTROLS PRIOR TO ANY SITE PREPARATION WORK.
2. CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. CONTRACTOR IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE AND REPAIR OF THE THE CONTROLS DURING CONSTRUCTION.
3. CONTRACTOR SHALL COMPLY WITH THE LATEST TCEQ AND TXDOT STANDARD DETAILS, MATERIALS AND INSTALLATION REQUIREMENTS FOR SEDIMENT AND EROSION CONTROLS.
4. SOIL STABILIZATION PRACTICES ARE EXPECTED TO OCCUR AT ALL OPEN AREAS.
5. DESIGNATE FOR OPEN SPACE/LAWNS: BARE SOILS SHALL BE SEEDED WITHIN 14 CALENDAR DAYS AFTER FINAL GRADING OR WHERE CONSTRUCTION HAS TEMPORARILY CEASED FOR MORE THAN 21 DAYS.
6. CONTRACTOR TO NOTIFY THE CITY INSPECTOR AT 830-608-2100 EXT. 259 TO INSPECT ALL SOIL EROSION/CONSTRUCTION CONTROL STAKES.

EROSION AND SEDIMENTATION CONTROL SCHEDULE:

PRIOR TO CONSTRUCION
1. INSTALL CONSTRUCTION ENTRANCE/EXIT, ROCK BERM, AND SILT FENCE.

DURING CONSTRUCTION
1. MAINTAIN CONSTRUCTION ENTRANCE/EXIT, ROCK BERM, AND SILT FENCE.

FINAL EROSION/SEDIMENTATION CONTROL
1. ALL DISTURBED AREAS ON THE SITE SHALL BE STABILIZED PER LANDSCAPE PLAN

QUANTITIES
(1) CONSTRUCTION ENTRANCE
(1) ROCK BERM
260 TOTAL L.F. SILT FENCE
(5) TREE PROTECTIONS

SOIL STABILIZATION PRACTICES:

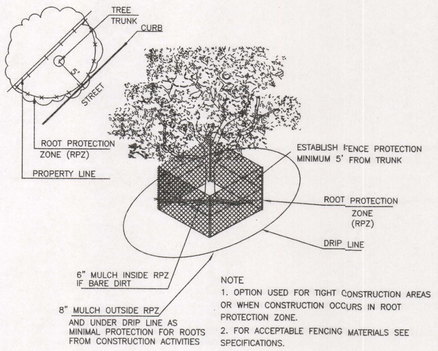
_____ HYDROMULCHING
_____ TEMPORARY SEEDING
__X__ PERMANENT PLANTING, SODDING, OR SEEDING
_____ MULCHING
_____ SOIL RETENTION BLANKET
_____ BUFFER ZONES
__X__ PRESERVATIVE OF NATURAL RESOURCES

OTHER: _____

STRUCTURAL PRACTICES:

__X__ SILT FENCES
_____ HAY BALES
__X__ ROCK BERMS
_____ DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
_____ DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
_____ DIVERSION DIKE AND SWALE COMBINATIONS
_____ PIPE SLOPE DRAINS
_____ PAVED FLUMES
__X__ ROCK BEDDING AT CONSTRUCTION EXIT
_____ TIMBER MATTING AT CONSTRUCTION EXIT
_____ CHANNEL LINERS
_____ SEDIMENT TRAPS
_____ SEDIMENT BASINS
_____ STORM INLET SEDIMENT TRAP
_____ STONE OUTLET STRUCTURES
__X__ CURBS AND GUTTERS
__X__ STORM SEWERS
__X__ VELOCITY CONTROL DEVICES

OTHER: _____



NOTE
1. OPTION USED FOR TIGHT CONSTRUCTION AREAS OR WHEN CONSTRUCTION OCCURS IN ROOT PROTECTION ZONE.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

LEVEL II A FENCE PROTECTION

N.T.S.

TCEQ-R13
APR 18 2011
SAN ANTONIO

REVISIONS

NO.	DESCRIPTION	DATE

EROSION AND SEDIMENTATION CONTROL DETAILS

CHRISTIAN BROTHERS AUTOMOTIVE
S.H. 46 & OAK SPRAWL RD.
CITY OF NEW BRAUNFELS
TEXAS

STATE OF TEXAS
BRIAN M. COPE
93735
LICENSED PROFESSIONAL ENGINEER

KLEIN ENGINEERING INC.
CIVIL • MUNICIPAL • ENVIRONMENTAL ENGINEERS
1250 NACOGDOCHES ROAD, SUITE 207
SAN ANTONIO, TEXAS 78217
PHONE: (210) 828-7078
FAX: (210) 828-7076
T.B.P.E. Reg. No. F-04485
www.kleinengineering.com

JOB No.: JN 15-22
DATE: APRIL 2011
DESIGNED BY: NMS
DRAWN BY: NMS
CHECKED BY: BMC
SHEET 2 OF 2

Temporary Stormwater Section
for Regulated Activities
on the Edwards Aquifer Recharge Zone
and Relating to 30 TAC §213.5(b)(4)(A), (B), (D)(I) and (G); Effective June 1, 1999

REGULATED ENTITY NAME: Christian Brothers Automotive – S.H. 46 & Oak Sprawl Rd.

POTENTIAL SOURCES OF CONTAMINATION
Examples: Fuel storage and use, chemical storage and use, use of asphaltic products, construction vehicles tracking onto public roads, and existing solid waste.

1. Fuels for construction equipment and hazardous substances which will be used during construction:

__ Aboveground storage tanks with a cumulative storage capacity of less than 250 gallons will be stored on the site for less than one (1) year.
__ Aboveground storage tanks with a cumulative storage capacity between 250 gallons and 499 gallons will be stored on the site for less than one (1) year.
__ Aboveground storage tanks with a cumulative storage capacity of 500 gallons or more will be stored on the site. An **Aboveground Storage Tank Facility Plan** application must be submitted to the appropriate regional office of the TCEQ prior to moving the tanks onto the project.
_X_ Fuels and hazardous substances will not be stored on-site.

2. _X_ **ATTACHMENT A - Spill Response Actions**. A description of the measures to be taken to contain any spill of hydrocarbons or hazardous substances is provided at the end of this form.

3. _X_ Temporary aboveground storage tank systems of 250 gallons or more cumulative storage capacity must be located a minimum horizontal distance of 150 feet from any domestic, industrial, irrigation, or public water supply well, or other sensitive feature.

4. _X_ **ATTACHMENT B - Potential Sources of Contamination.** Describe in an attachment at the end of this form any other activities or processes which may be a potential source of contamination.
__ There are no other potential sources of contamination.

SEQUENCE OF CONSTRUCTION

5. _X_ **ATTACHMENT C - Sequence of Major Activities.** A description of the sequence of major activities which will disturb soils for major portions of the site (grubbing, excavation, grading, utilities, and infrastructure installation) is provided at the end of this form. For each activity described, an estimate of the total area of the site to be disturbed by each activity is given.

6. _X_ Name the receiving water(s) at or near the site which will be disturbed or which will receive discharges from disturbed areas of the project: Blieders Creek of Guadalupe River

TEMPORARY BEST MANAGEMENT PRACTICES (TBMPs)
Erosion control examples: tree protection, interceptor swales, level spreaders, outlet stabilization, blankets or matting, mulch, and sod. Sediment control examples: stabilized construction exit, silt fence, filter dikes, rock berms, buffer strips, sediment traps, and sediment basins. Please refer to the Technical Guidance Manual for guidelines and specifications. **All structural BMPs must be shown on the site plan.**

7. _X_ **ATTACHMENT D - Temporary Best Management Practices and Measures.** A description of the TBMPs and measures that will be used during and after construction are provided at the end of this form. For each activity listed in the sequence of construction, include appropriate control measures and the general timing (or sequence) during the construction process that the measures will be implemented.

_X_ TBMPs and measures will prevent pollution of surface water, groundwater, and stormwater. The construction-phase BMPs for erosion and sediment controls have been designed to retain sediment on site to the extent practicable. The following information has been provided in the attachment at the end of this form

a. A description of how BMPs and measures will prevent pollution of surface water, groundwater or stormwater that originates upgradient from the site and flows across the site.

b. A description of how BMPs and measures will prevent pollution of surface water or groundwater that originates on-site or flows off site, including pollution caused by contaminated stormwater runoff from the site.

c. A description of how BMPs and measures will prevent pollutants from entering surface streams, sensitive features, or the aquifer.

d. A description of how, to the maximum extent practicable, BMPs and measures will maintain flow to naturally-occurring sensitive features identified in either the geologic assessment, TCEQ inspections, or during excavation, blasting, or construction.

8. The temporary sealing of a naturally-occurring sensitive feature which accepts recharge to the Edwards Aquifer as a temporary pollution abatement measure during active construction should be avoided.

__ **ATTACHMENT E - Request to Temporarily Seal a Feature.** A request to temporarily seal a feature is provided at the end of this form. The request includes justification as to why no reasonable and practicable alternative exists for each feature.

_X_ There will be no temporary sealing of naturally-occurring sensitive features on the site.

9. _X_ **ATTACHMENT F - Structural Practices.** Describe the structural practices that will be used to divert flows away from exposed soils, to store flows, or to otherwise limit runoff discharge of pollutants from exposed areas of the site. Placement of structural practices in floodplains has been avoided.

10. _X_ **ATTACHMENT G - Drainage Area Map.** A drainage area map is provided at the end of this form to support the following requirements.

__ For areas that will have more than 10 acres within a common drainage area disturbed at one time, a sediment basin will be provided.

__ For areas that will have more than 10 acres within a common drainage area disturbed at one time, a smaller sediment basin and/or sediment trap(s) will be used.

__ For areas that will have more than 10 acres within a common drainage area disturbed at one time, a sediment basin or other equivalent controls are not attainable, but other TBMPs and measures will be used in combination to protect down slope and side slope boundaries of the construction area.

_X_ There are no areas greater than 10 acres within a common drainage area that will be disturbed at one time. A smaller sediment basin and/or sediment trap(s) will be used in combination with other erosion and sediment controls within each disturbed drainage area.

11. _N/A_ **ATTACHMENT H - Temporary Sediment Pond(s) Plans and Calculations.** Temporary sediment pond or basin construction plans and design calculations for a proposed temporary BMP or measure has been prepared by or under the direct supervision of a Texas Licensed Professional Engineer. All construction plans and design information must be signed, sealed, and dated by the Texas Licensed Professional Engineer. Construction plans for the proposed temporary BMPs and measures are provided as at the end of this form.

12. _X_ **ATTACHMENT I - Inspection and Maintenance for BMPs.** A plan for the inspection of temporary BMPs and measures and for their timely maintenance, repairs, and, if necessary, retrofit is provided at the end of this form. A description of documentation procedures and recordkeeping practices is included in the plan.

13. _X_ All control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. If periodic inspections by the applicant or the executive director, or other information indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for site situations.

14. _X_ If sediment escapes the construction site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain).

15. _X_ Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50%. A permanent stake will be provided that can indicate when the sediment occupies 50% of the basin volume.

16. _X_ Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges (e.g., screening outfalls, picked up daily).

SOIL STABILIZATION PRACTICES

Examples: establishment of temporary vegetation, establishment of permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, or preservation of mature vegetation.

17. _X_ **ATTACHMENT J - Schedule of Interim and Permanent Soil Stabilization Practices.** A schedule of the interim and permanent soil stabilization practices for the site is attached at the end of this form.

18. _X_ Records must be kept at the site of the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated.

19. _X_ Stabilization practices must be initiated as soon as practicable where construction activities have temporarily or permanently ceased.

ADMINISTRATIVE INFORMATION

20. _X_ All structural controls will be inspected and maintained according to the submitted and approved operation and maintenance plan for the project.

21. _X_ If any geologic or manmade features, such as caves, faults, sinkholes, etc., are discovered, all regulated activities near the feature will be immediately suspended. The appropriate TCEQ Regional Office shall be immediately notified. Regulated activities must cease and not continue until the TCEQ has reviewed and approved the methods proposed to protect the aquifer from any adverse impacts.

22. _X_ Silt fences, diversion berms, and other temporary erosion and sediment controls will be constructed and maintained as appropriate to prevent pollutants from entering sensitive features discovered during construction.

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This **TEMPORARY STORMWATER SECTION** is hereby submitted for TCEQ review and executive director approval. The application was prepared by:

BRIAN M. COPE, PE
Print Name of Customer/Agent

Signature of Customer/Agent

4/14/2011
Date

TCEQ 0602 - ATTACHMENT A
SPILL RESPONSE ACTIONS

Hazardous Materials or hydrocarbons will not be stored on the project site prior, during, or after commencement of construction activity. The contractor will be notified of this requirement and will be required to fuel all construction vehicles and heavy equipment off-site. Vehicle and Equipment Maintenance shall occur off-site as well. However in the event of a possible or unforeseen accident in which a spill occurs, the following sequence of events will occur in order to contain the incident.

- Sand material will be placed in and around the spill to contain and absorb the spilled material.
- The City of New Braunfels Fire Department will be notified if the possibility of fire exists
- TCEQ and City of New Braunfels will be notified and a written report of the incident provided to detail the specifics of the event.
- All materials will be excavated and placed within appropriate receptacles and disposed properly at an appropriate landfill facility.

In addition to the spill response and containment measures listed above the following steps should be followed to help reduce stormwater impacts of leaks and spills.

Education.

- All employees should know what a significant and insignificant spill is for each material they use and they should also know what the appropriate response is for a significant and insignificant spill. All employees should be aware when a spill must be reported to TCEQ. Information available in 30 TAC 327.4 40 CFR 302.4
- Employees and subcontractors should be educated on the potential dangers to humans and the environment from spills and leaks.
- Regular safety meetings should be held to reinforce appropriate spill containment and disposal procedures.
- A continuing education program should be established to instruct new employees of procedures for spill prevention and containment.
- The contractor's superintendent or representative should be instructed to oversee and enforce proper spill prevention and control measures.

General Measures.

- To the extent that the work can be accomplished safely, spills of oil, petroleum products, and substances listed under 40 CFR parts 110, 117, and 302, and sanitary and septic wastes should be contained and cleaned up immediately.
- Store hazardous materials and wastes in covered containers and protect from vandalism
- Place a stockpile of spill cleanup materials where it will be readily accessible
- Train employees in spill prevention and cleanup.
- Designate responsible individuals to oversee and enforce control measures
- Spills should be covered and protected from stormwater runoff during rainfall to the extent that it doesn't compromise clean up activities
- Do not bury or wash spills with water
- Store and dispose of used clean up materials, contaminated materials, and recovered spill material that is no longer suitable for the intended purpose in conformance with the provisions in applicable BMPs
- Do not allow water used for cleaning and decontamination to enter storm drains or watercourses
- Contain water overflow or minor water spillage and do not allow it to discharge into drainage facilities

- Place MSDS sheets in an accessible location. Also, place cleanup and spill reporting instructions for hazardous materials stored or used on the project site, in an open, conspicuous and assessable location.
- Keep waste storage areas clean, well organized and equipped with ample cleanup supplies as appropriate for the materials being stored. Perimeter controls, containment structures, covers and liners should be repaired or replace as needed to maintain proper function.

Cleanup

- Leaks and spills shall be cleaned up immediately
- Rags shall be used for small spills on paved surfaces, a damp mop for general cleanup, and absorbent material for larger spills. If a hazardous material is spilled, the materials used to cleanup the spill are considered hazardous and should be disposed of as hazardous waste.
- Do not ever hose down or bury dry material spills. Clean up as much as possible and dispose of properly.

Minor Spills

- Minor spills involving small quantities of oil, gasoline, paint, etc. can be controlled by the first person to respond to the spill.
- Use absorbent materials on small spills.
- Absorbent materials should be disposed of properly.
- Follow the practice below for a minor spill:
    - Contain spill.
    - Recover spill materials.
    - Clean the area and dispose of contaminated materials.

Semi-Significant Spills

These spills can still be controlled by the first person to respond to the spill but with the help of other personnel.

- Spills should be cleaned up immediately by:
    - Contain spread of spill.
    - Notify project foreman immediately.
    - Should the spill occur on paved or impermeable surfaces, clean up using the "dry" methods (absorbent material, cat litter, rags). Contain the spill by encircling with the absorbent material and do not let spill spread.
    - Should spill occur in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and dispose of contaminated soil properly.
    - Should spill occur in the rain, cover spill with tarps or other water proof material to prevent contaminating runoff.

Significant/Hazardous Spills

For significant or hazardous spills that are in reportable quantities:

- Notify the TCEQ by telephone as soon as possible and within 24 hrs at (512) 339-2929 (Austin) or (210) 490-3096 (San Antonio) between 8 a.m. and 5 p.m. After hours, contact the Environmental Release Hotline at (800) 832-8224. It is the contractor's responsibility to have all emergency numbers at the construction site.
- For spills of federal reportable quantities, in conformance with the requirements in 40 CFR parts 110,119 and 302, the contractor should notify the National Response Center at (800) 424-8802.
- Notification should first be made by telephone and followed up with a written report.

- The services of a spills contractor or a Haz-Mat team should be obtained immediately. Construction personnel should not attempt to clean up until the appropriate and qualified staffs have arrived at the job site.
- Other agencies which may need to be consulted include, but are not limited to, the City Police Department, County Sheriff Office, Fire Departments, etc.

More information on spill rules and appropriate responses is available on the TCEQ website at: http://www.tceq.com.

Vehicle and Equipment Maintenance

- If maintenance must occur onsite, use a designated area and a secondary containment, located away from drainage courses, to prevent the run on of stormwater and the runoff of spills.
- Regularly inspect onsite vehicles and equipment for leaks and repair immediately.
- Check incoming vehicles and equipment (including delivery trucks, employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment onsite.
- Always use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
- Place drip pans or absorbent materials under paving equipment when not in use.
- Use absorbent materials on small spills rather than hosing down or burying the spill. Remove the absorbent materials promptly and dispose of properly.
- Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around.
- Oil filters disposed of in trashcans or dumpsters can leak oil and pollute stormwater. Place the oil filter in a funnel over a waste oil-recycling drum to drain excess oil before disposal. Oil filters can also be recycled. Ask the oil supplier or recycler about recycling oil filters.
- Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries even if you think all the acid has drained out. If you drop a battery, treat it as cracked. Put it into the containment area until you are sure it is not leaking.

Vehicle and Equipment Fueling

- If fueling must occur on site, use designated areas, located away from drainage courses, to prevent the run on of stormwater and the runoff of spills.
- Discourage "topping off" of fuel tanks.
- Always use secondary containment, such as drain pans, when fueling to catch spills/leaks.

TCEQ 0602 - ATTACHMENT B
POTENTIAL SOURCES OF CONTAMINATION

The potential sources of contamination on the proposed project include, but are not limited to, hydrocarbons, such as oil and grease, vehicle/machinery fluid leaks, trash or debris, and fertilizers and soil runoff.

All construction equipment will be fueled off-site, and no hazardous materials shall be utilized for the construction of the proposed improvements. Portable toilets may be placed on site for use by construction workers during construction activities. All waste will be hauled off site daily, as generated.

Prior to any construction activity, storm water pollution prevention will include silt fences down the center of the project site for temporary erosion and sedimentation control, rock berms at points of concentrated runoff, and the installation of a stabilized construction entrance/exit to reduce sediment removal from the site. The construction contractor will be responsible for the installation, repair and upkeep of all control measures.

TCEQ 0602 - ATTACHMENT C
SEQUENCE OF MAJOR ACTIVITIES

The sequence of major activities within the Project Site will be as follow:

1. Site Preparation:
   Approximately 1.837 acres out of 2.305 acres

2. Installation of Temporary Stormwater Control Practices:
   - ±260 linear feet of silt fence
   - ±55 linear feet of rock berm
   - (1) stabilized construction entrance
   - (5) tree protections

3. Clearing of areas designated to be disturbed:
   ±1.837 acres

4. Grading activities:
   Project Area "1" – 0.950 acres
   Project Area "2" – 0.887 acres (to include temporary detention pond)

5. Utility Installations:
   - Water service (domestic and irrigation)
   - Sewer service
   - Gas service
   - Electrical service
   - On-site/Off-site underground stormwater pipe system
   - Vortech Stormwater Treatment Unit

6. Construction activities on the cleared and graded areas - To include construction of a 1-story building, associated parking lot (concrete), access driveway (concrete), accessible sidewalk, and permanent detention pond (concrete):
   0.950 acres

7. Site clean-up, including the removal of excess material:
   2.305 acres

TCEQ 0602 - ATTACHMENT D

TEMPORARY BEST MANAGEMENT PRACTICES AND MEASURES

The temporary erosion and sediment control measures that will be implemented on the Project Site will include silt fencing, rock berms, a stabilized construction entrance, and tree protection. These TBMPs will be placed on-site prior to commencing any on-site activities in Project Area "1" or Project Area "2".

A. A description of how BMPs will prevent pollution of surface water, groundwater or stormwater that generates upgradient from the site and flows across the site.

Flows generated upgradient from the site will be conveyed to the south-east to a pipe culvert that will be running underneath the access driveway within TxDOT Right-of-Way and directed to an existing earthen channel (within a drainage easement) running along the south-east boundary of the site.

B. A description of how BMPs and measures will prevent pollution of surface water or groundwater that originates on-site or flows off-site, including pollution caused by contaminated stormwater runoff from the site.

- *Placing silt fencing down the center of the Project Site will prevent sediment from going any further north-northwest to undisturbed areas due to grading activities. This allows the runoff to pond behind the fence and potential contaminants to settle.*
- *Rock berms will be placed at the north and east corner of the Project Site where runoff is concentrated. This will detain sediment while releasing water in sheet flow.*
- *A stabilized construction entrance/exit will help prevent mud and sediment from being deposited onto existing roads. They help reduce the tracking or flowing of sediment onto public right-of-way.*
- *Fencing and armoring existing trees will protect trees from significant damage.*

C. A description of how BMPs and measures will prevent pollutants from entering surface streams, sensitive features, or the aquifer.

Although there are no surface streams, sensitive features, etc. on this project site, the above mentioned measures will help prevent contaminating sensitive features and surface streams downstream of the project site.

D. A description of how, to the maximum extent practicable, BMPs and measures will maintain flow to naturally-occurring sensitive features identified in either the geologic assessment, TCEQ inspections, or during excavation, blasting, or construction.

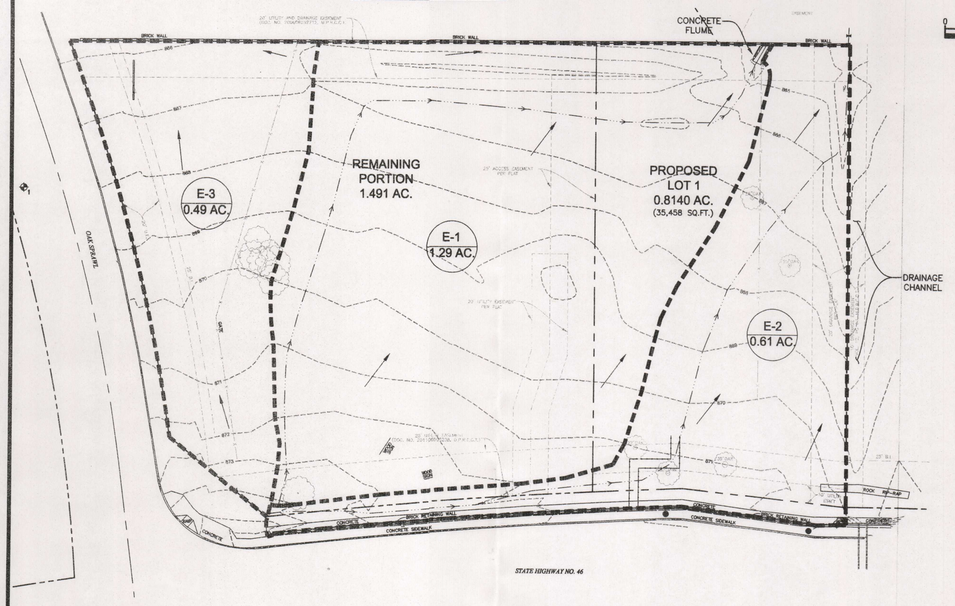
See Item C.

TCEQ 0602 - ATTACHMENT F

STRUCTURAL PRACTICES

Prior to any on-site activities, storm water pollution prevention will include silt fences down the center of the project site for temporary erosion and sedimentation control, rock berms at points of concentrated runoff, and the installation of a stabilized construction entrance/exit to reduce sediment removal from the site. The construction contractor will be responsible for the installation, repair and upkeep of all control measures.

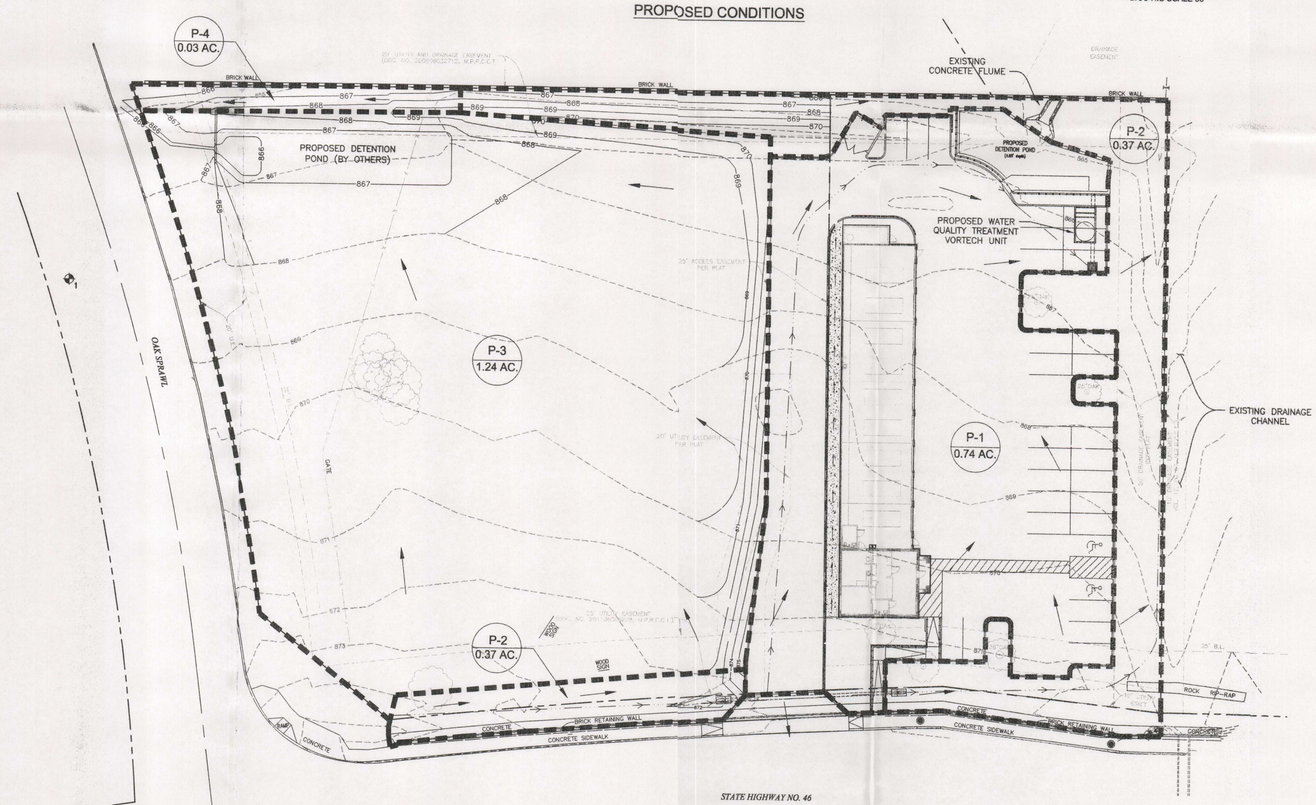
EXISTING CONDITIONS



GRAPHIC SCALE 40'

EXISTING FLOWS							
DRAINAGE AREA	AREA (AC.)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (MINS.)	10-YR STORM FLOW	25-YR STORM FLOW	100-YR STORM FLOW	COLLECTION POINT
E-1	1.29	0.35	17	2.67	3.51	5.22	CONCRETE FLUM
E-2	0.61	0.35	18	1.22	1.67	2.38	DRAINAGE CHANNEL
E-3	0.49	0.35	14	1.16	1.52	2.27	OAK SPRAWL RD.

PROPOSED CONDITIONS



GRAPHIC SCALE 30'

PROPOSED FLOWS							
DRAINAGE AREA	AREA (AC.)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (MINS.)	10-YR STORM FLOW	25-YR STORM FLOW	100-YR STORM FLOW	COLLECTION POINT
P-1	0.74	0.81	7	5.19	6.86	10.26	VORTECH UNIT/ DETENTION POND
P-2	0.37	0.35	17	0.77	1.01	1.50	DRAINAGE CHANNEL
P-3	1.24	0.35	15	2.74	3.65	5.39	TEMP. DETENTION POND
P-4	0.03	0.35	10	0.08	0.11	0.16	OAK SPRAWL RD.

TCEQ-R13
MAR -5 2011
SAN ANTONIO

REVISIONS

NO.	DESCRIPTION	DATE

ATTACHMENT G
DRAINAGE AREA MAP

CHRISTIAN BROTHERS AUTOMOTIVE
S.H. 46 & OAK SPRAWL RD.
CITY OF NEW BRAUNFELS TEXAS

STATE OF TEXAS
BRIAN M. COPE
93735
LICENSED
PROFESSIONAL ENGINEER
04/01/2011

KLEIN ENGINEERING INC.
CIVIL • MUNICIPAL • ENVIRONMENTAL ENGINEERS
9811 BUTTE LANE SAN ANTONIO, TEXAS 78217
(210) 828-7070 FAX: (210) 828-7078
www.kleinengineering.com TBE Reg. No. F-004585

JOB No. : JN 15-22
DATE : APRIL 2011
DESIGNED BY: NMS
DRAWN BY: NMS
CHECKED BY: BMC

TCEQ 0602 - ATTACHMENT I
INSPECTION AND MAINTENANCE FOR BMPs

Designated and qualified person(s) shall inspect pollution control measures every seven (7) days and within 24 hours after a storm event greater than 0.5 inches of rainfall. An inspection report that summarizes the scope of the inspection, names and qualifications of personnel conducting the inspection, date of the inspection, major observations, and actions taken as a result of the inspection shall be recorded and maintained as part of the Storm Water NPDES data for a period of three years after the date of the inspection. A copy of the Inspection Report Form is provided in this pollution prevention plan.

As a minimum, the inspector shall observe: (1) significant disturbed areas for evidence for erosion, (2) storage areas for evidence of leakage from the exposed stored materials, (3) structural controls (rock berm outlets, silt fences, drainage swales, etc.) for evidence of failure or excess siltation (over 6 inches deep), (4) vehicle exit point for evidence of off-site sediment tracking, (5) vehicle storage areas for signs of leaking equipment or spills, and (6) concrete truck rinse out pit for signs of potential failure. Deficiencies noted during the inspection will be corrected and documented within seven (7) calendar days following the inspection or before the next anticipated storm event if practicable.

Pollution Prevention Measure	Inspected	Corrective Action	
		Description	Date Completed
General			
Re-Vegetation			
Erosion/sediment controls			
Vehicle exits			
Material areas			
Equipment areas			
Concrete rinse			
Construction debris			
Trash receptacles			
Infrastructure			
Roadway cleaning			
Utility construction			
Drainage construction			
Roadway base			
Roadway surfaces			
Site Grading			
Site Cleanups			

By my signature below, I certify that all items are acceptable and the project site is in compliance with SWPPP.

_____ _____

Inspector's Name Inspectors Signature

_____ _____

Name of Owner/Operator (Firm) Date

TCEQ 0602 - ATTACHMENT J

SCHEDULE OF INTERIM AND PERMANENT SOIL STABILIZATION PRACTICES

Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Where the initiation of stabilization measures by the 14th day after construction activity temporary or permanently cease is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable. Where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within 21 days, temporary stabilization measures do not have to be initiated on that portion of the site. In areas experiencing droughts where the initiation of stabilization measures by the 14th day after construction activity has temporarily or permanently ceased is precluded by seasonal arid conditions, stabilization measures shall be initiated as soon as practicable.

After construction activity has ceased in exposed areas, seeding or sod shall be placed on exposed/bare soils no more than 14 days after final grade has been established.

Permanent Stormwater Section
for Regulated Activities
on the Edwards Aquifer Recharge Zone
and Relating to 30 TAC §213.5(b)(4)(C), (D)(li), (E), and (5), Effective June 1, 1999

REGULATED ENTITY NAME: Christian Brothers Automotive – S.H. 46 & Oak Sprawl Rd.

Permanent best management practices (BMPs) and measures that will be used during and after construction is completed.

1. X Permanent BMPs and measures must be implemented to control the discharge of pollution from regulated activities after the completion of construction.

2. X These practices and measures have been designed, and will be constructed, operated, and maintained to insure that 80% of the incremental increase in the annual mass loading of total suspended solids (TSS) from the site caused by the regulated activity is removed. These quantities have been calculated in accordance with technical guidance prepared or accepted by the executive director.

   X The TCEQ Technical Guidance Manual (TGM) was used to design permanent BMPs and measures for this site.

   __ A technical guidance other than the TCEQ TGM was used to design permanent BMPs and measures for this site. The complete citation for the technical guidance that was used is provided below:

   _____
   _____
   _____
   _____

3. X Owners must insure that permanent BMPs and measures are constructed and function as designed. A Texas Licensed Professional Engineer must certify in writing that the permanent BMPs or measures were constructed as designed. The certification letter must be submitted to the appropriate regional office within 30 days of site completion.

4. X Where a site is used for low density single-family residential development and has 20 % or less impervious cover, other permanent BMPs are not required. This exemption from permanent BMPs must be recorded in the county deed records, with a notice that if the percent impervious cover increases above 20% or land use changes, the exemption for the whole site as described in the property boundaries required by 30 TAC §213.4(g) (relating to Application Processing and Approval), may no longer apply and the property owner must notify the appropriate regional office of these changes.

   __ This site will be used for low density single-family residential development and has 20% or less impervious cover.

   __ This site will be used for low density single-family residential development but has more than 20% impervious cover.

   X This site will not be used for low density single-family residential development.

5. X The executive director may waive the requirement for other permanent BMPs for multi-family residential developments, schools, or small business sites where 20% or less impervious cover is used at the site. This exemption from permanent BMPs must be

recorded in the county deed records, with a notice that if the percent impervious cover increases above 20% or land use changes, the exemption for the whole site as described in the property boundaries required by 30 TAC §213.4(g) (relating to Application Processing and Approval), may no longer apply and the property owner must notify the appropriate regional office of these changes.

__ **ATTACHMENT A - 20% or Less Impervious Cover Waiver.** This site will be used for multi-family residential developments, schools, or small business sites and has 20% or less impervious cover. A request to waive the requirements for other permanent BMPs and measures is found at the end of this form.

_X_ This site will be used for multi-family residential developments, schools, or small business sites but has more than 20% impervious cover.

__ This site will not be used for multi-family residential developments, schools, or small business sites.

6. **ATTACHMENT B - BMPs for Upgradient Stormwater.**

_X_ A description of the BMPs and measures that will be used to prevent pollution of surface water, groundwater, or stormwater that originates upgradient from the site and flows across the site is identified as **ATTACHMENT B** at the end of this form.

__ If no surface water, groundwater or stormwater originates upgradient from the site and flows across the site, an explanation is provided as **ATTACHMENT B** at the end of this form.

__ If permanent BMPs or measures are not required to prevent pollution of surface water, groundwater, or stormwater that originates upgradient from the site and flows across the site, an explanation is provided as **ATTACHMENT B** at the end of this form.

7. **ATTACHMENT C - BMPs for On-site Stormwater.**

_X_ A description of the BMPs and measures that will be used to prevent pollution of surface water or groundwater that originates on-site or flows off the site, including pollution caused by contaminated stormwater runoff from the site is identified as **ATTACHMENT C** at the end of this form.

__ If permanent BMPs or measures are not required to prevent pollution of surface water or groundwater that originates on-site or flows off the site, including pollution caused by contaminated stormwater runoff, an explanation is provided as **ATTACHMENT C** at the end of this form.

8. _X_ **ATTACHMENT D - BMPs for Surface Streams.** A description of the BMPs and measures that prevent pollutants from entering surface streams, sensitive features, or the aquifer is provided at the end of this form. Each feature identified in the Geologic Assessment as "sensitive" has been addressed.

9. _X_ The applicant understands that to the extent practicable, BMPs and measures must maintain flow to naturally occurring sensitive features identified in either the geologic assessment, executive director review, or during excavation, blasting, or construction.

_X_ The permanent sealing of or diversion of flow from a naturally-occurring

"sensitive" or "possibly sensitive" feature that accepts recharge to the Edwards Aquifer as a permanent pollution abatement measure has not been proposed for any naturally-occurring "sensitive" or "possibly sensitive" features on this site.

__ **ATTACHMENT E - Request to Seal Features.** A request to seal a naturally-occurring "sensitive" or "possibly sensitive" feature, that includes a justification as to why no reasonable and practicable alternative exists, is found at the end of this form. A request and justification has been provided for each feature.

10. _X_ **ATTACHMENT F - Construction Plans.** Construction plans and design calculations for the proposed permanent BMPs and measures have been prepared by or under the direct supervision of a Texas Licensed Professional Engineer. All construction plans and design information have been signed, sealed, and dated by the Texas Licensed Professional Engineer. Construction plans for the proposed permanent BMPs and measures are provided at the end of this form. Design Calculations, TCEQ Construction Notes, all man-made or naturally occurring geologic features, all proposed structural measures, and appropriate details must be shown on the construction plans.

11. _X_ **ATTACHMENT G - Inspection, Maintenance, Repair and Retrofit Plan.** A plan for the inspection, maintenance, repair, and, if necessary, retrofit of the permanent BMPs and measures is provided at the end of this form. The plan has been prepared and certified by the engineer designing the permanent BMPs and measures. The plan has been signed by the owner or responsible party. The plan includes procedures for documenting inspections, maintenance, repairs, and, if necessary, retrofits as well as a discussion of record keeping procedures.

12. _X_ The TCEQ Technical Guidance Manual (TGM) was used to design permanent BMPs and measures for this site.

__ Pilot-scale field testing (including water quality monitoring) may be required for BMPs that are not contained in technical guidance recognized by or prepared by the executive director.

__ **ATTACHMENT H - Pilot-Scale Field Testing Plan.** A plan for pilot-scale field testing is provided at the end of this form.

13. _X_ **ATTACHMENT I -Measures for Minimizing Surface Stream Contamination.** A description of the measures that will be used to avoid or minimize surface stream contamination and changes in the way in which water enters a stream as a result of the construction and development is provided at the end of this form. The measures address increased stream flashing, the creation of stronger flows and in-stream velocities, and other in-stream effects caused by the regulated activity which increase erosion that results in water quality degradation.

Responsibility for maintenance of permanent BMPs and measures after construction is complete.

14. _X_ The applicant is responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is either assumed in writing by another entity having ownership or control of the property (such as without limitation, an owner's association, a new property owner or lessee, a district, or municipality) or

the ownership of the property is transferred to the entity. Such entity shall then be responsible for maintenance until another entity assumes such obligations in writing or ownership is transferred.

15. X A copy of the transfer of responsibility must be filed with the executive director at the appropriate regional office within 30 days of the transfer if the site is for use as a multiple single-family residential development, a multi-family residential development, or a non-residential development such as commercial, industrial, institutional, schools, and other sites where regulated activities occur.

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This **PERMANENT STORMWATER SECTION** is hereby submitted for TCEQ review and executive director approval. The application was prepared by:

BRIAN M. CORE, PE
Print Name of Customer/Agent

Signature of Customer/Agent

4/18/2011
Date

TCEQ 0600 - ATTACHMENT B

BMPs FOR UPGRADIENT STORMWATER

All upgradient runoff flowing to the property will be conveyed to the south-east to a pipe culvert that will be running underneath the access driveway within TxDOT Right-of-Way and directed to an existing earthen channel (within a drainage easement) running along the south-east boundary of the site.

TCEQ 0600 - ATTACHMENT C
BMPs FOR ON-SITE STORMWATER

Permanent BMPs that will be used on-site are as follow:

Project Area "1"
A Vortech Stormwater Treatment System Unit, designed by Contech Stormwater Solutions, will be used as the site's permanent BMP for the proposed development of the Christian Brothers Automotive repair shop and access driveway. Pollutants will be removed from the runoff as the runoff travels through the Vortech's chambers. This system complies with the 80% TSS load removal and is sized in accordance with 30 TAC Chapter 213 requirements. The proposed development will be graded such that only the area in Project Area "1" (See Attachment G TCEQ-0602 Drainage Area Map) flows to the Vortechs Stormwater Treatment System Unit.

Project Area "2"
There will be no additional impervious cover within Project Area "2", therefore, no permanent BMPs will be implemented for this area.

TCEQ 0600 - ATTACHMENT D

BMPs FOR SURFACE STREAMS

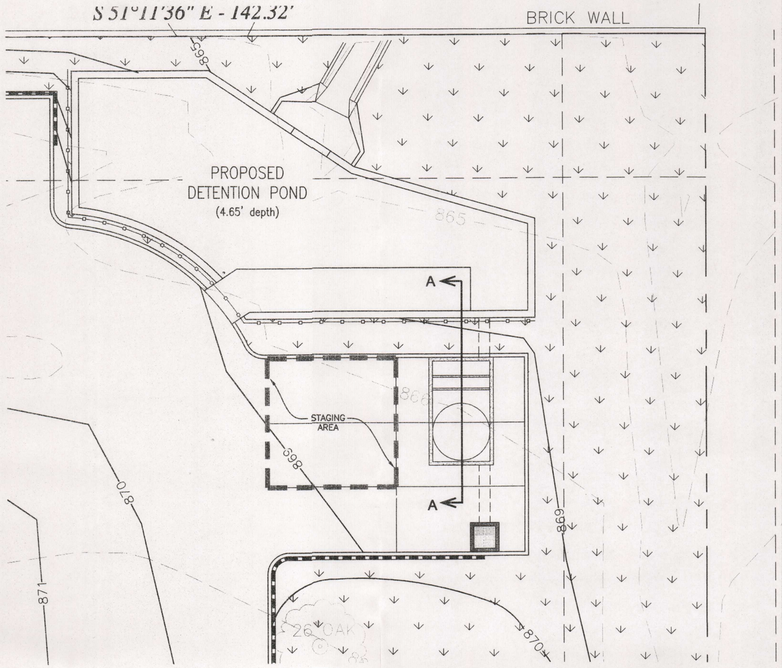
All stormwater runoff leaving the Project Site is eventually directed to Blieders Creek, a tributary to the Guadalupe River, through regional public drainage facilities. Per the Geologic Assessment, no sensitive features were identified for this site.

Project Area "1"

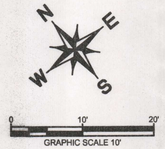
A Vortech Stormwater Treatment System Unit, designed by Contech Stormwater Solutions, will be used as the site's permanent BMP for the proposed development of the Christian Brothers Automotive repair shop and access driveway to treat stormwater runoff prior to being released off-site. This system complies with the 80% TSS load removal and is sized in accordance with 30 TAC Chapter 213 requirements. The proposed development will be graded such that only the area in Project Area "1" (See Attachment G TCEQ-0602 Drainage Area Map) flows to the Vortechs Stormwater Treatment System Unit.

Project Area "2"

There will be no additional impervious cover within Project Area "2", therefore, no permanent BMPs will be implemented for this area.



PLAN VIEW



SITE INFORMATION	
PROJECT AREA "1"	0.95–ACRES
CHRISTIAN BROTHERS AUTOMOTIVE SITE	0.814–ACRES
TOTAL DRAINAGE BASIN	0.95–ACRES
PRE–DEVELOPMENT I.C.	0.00–ACRES
POST–DEVELOPMENT I.C.	0.71–ACRES
IMPERVIOUS COVER OVERTREATMENT	0.0127–ACRES
REQUIRED TSS REMOVAL	646.45 LBS

VORTECH DATA	
MODEL SIZE	VX7000
SURFACE AREA	50.27 SF
OVERFLOW RATE	0.014121 Vor
ROUNDED OVERFLOW RATE	0.014800 Vor
BMP EFFICIENCY	81%
LR REMOVAL	659.20 LBS

Texas Commission on Environmental Quality
Water Pollution Abatement Plan General Construction Notes

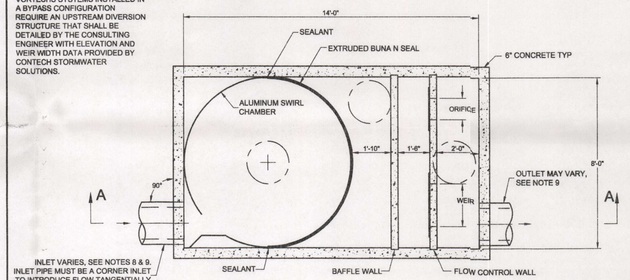
1. Written construction notification must be given to the appropriate TCEQ regional office no later than 48 hours prior to commencement of the regulated activity. Information must include the date on which the regulated activity will commence, the name of the approved plan for the regulated activity, and the name of the prime contractor and the name and the telephone number of the contract person.
2. All contractors conducting regulated activities associated with this project must be provided with complete copies of the approved Water Pollution Abatement Plan and the TCEQ letter indicating the specific conditions of its approval. During the course of these regulated activities, the contractors are required to keep on–site copies of the approved plan and approval letter.
3. If any sensitive feature is discovered during construction, all regulated activities near the sensitive feature must be suspended immediately. The appropriate TCEQ regional office must be immediately notified of any sensitive feature may not proceed until the TCEQ has reviewed and approved the methods proposed to protect the sensitive feature and the Edwards Aquifer from any potentially adverse impacts to water quality.
4. No temporary aboveground hydrocarbon and hazardous substance storage tank system is installed with 150 feet of a domestic, industrial, irrigation, or public water supply well, or other sensitive feature.
5. Prior to commencement of construction, all temporary erosion and sedimentation (E&S) control measure must be properly selected, installed, and maintained in accordance with the manufacturers specification and good engineering practices. Controls specified in the temporary storm water section of the approved Edwards Aquifer Protection Plan are required during construction. If inspections indicate a control for site situations. The controls must remain in place until disturbed areas are revegetated and the areas have become permanently stabilized.
6. If sediment escapes the construction site, off–site accumulations of sediments must be removed at a frequency sufficient to minimize off–site impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain).
7. Sediment must be removed from sediment trap or sedimentation ponds not later than when design capacity has been reduced by 50%. A permanent stake must be provided that can indicate when the sediment occupies 50% of the basin volume.
8. Litter, construction debris, and construction chemicals exposed to storm water shall be prevented from becoming a pollutant source for storm water discharges (e.g., screening outfalls, picked up daily).
9. All spoils (excavated material) generated from this project site must be stored on–site with proper E&S controls. For storage or disposal of spoils at another site on the Edwards Aquifer Recharge Zone, the owner of the site must receive approval of a water pollution abatement plan for the placement of fill material or mass grading prior to the placement of spoils at the other site.
10. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Where the initiation of stabilization measures by the 14th day after construction activity temporary or permanently cease is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable. Where construction activity on a portion of the site is temporarily ceased, and earth disturbed activities will be resumed with 21 days, temporary stabilization measures do not have to be initiated on that portion of site. In areas experiencing droughts where the initiation of stabilization measures by the 14th day after construction activity has temporarily or permanently ceased is precluded by seasonal arid conditions, stabilization measures shall be initiated as soon as practicable.
11. The following records shall be maintained and made available to the TCEQ upon request: the dates when major grading activities occur; the dates when construction activities temporarily or permanently cease on a portion of the site; and the dates when stabilization measures are initiated.
12. The holder of any approved Edwards Aquifer protection plan must notify the appropriate regional office in writing and obtain approval from the executive director prior to initiating any of the following:
   A. any physical or operational modifications of any water pollution abatement structure(s), including but not limited to ponds, dams, berms, sewage treatment plants, and diversionary structures;
   B. any change in the nature or character of the regulated activity from that which was originally approved or a change which would significantly impact the ability of the plan to prevent pollution of the Edwards Aquifer.
   C. any development of land previously identified as undeveloped in the original water pollution abatement plan.

Austin Regional Office	San Antonio Regional Office
1921 Cedar Bend, Suite 150	14250 Judson Road
Austin, Texas 78758–5336	San Antonio, Texas 78233–4480
Phone (512) 339–2929	Phone (210) 490–3096
Fax (512) 339–3795	Fax (210) 545–4329

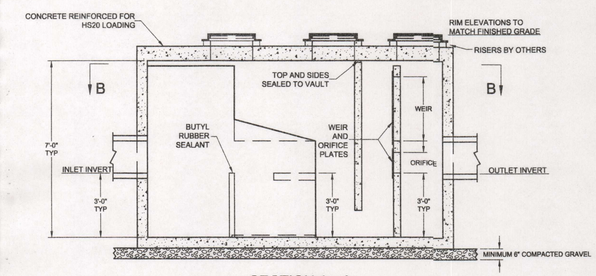
MAINTENANCE NOTES:

THE VORTECH SYSTEM SHOULD BE INSPECTED AT REGULAR INTERVALS AND MAINTAINED WHEN NECESSARY TO ENSURE OPTIMUM PERFORMANCE. REFER TO THE "VORTECH MAINTENANCE GUIDE – TCEQ RECOMMENDATIONS" THAT SHALL BE AVAILABLE BY THE OWNER.

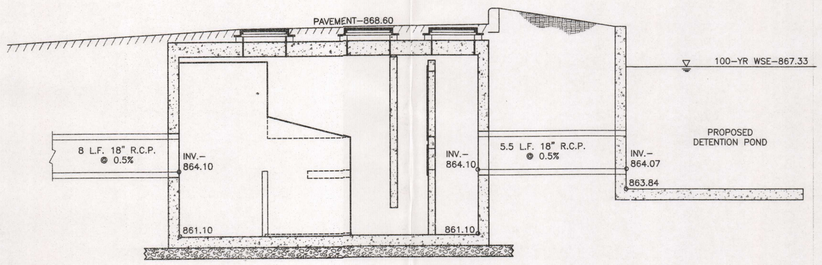
NOTE:
VORTECHS SYSTEMS INSTALLED IN A BYPASS CONFIGURATION REQUIRE AN UPSTREAM DIVERSION STRUCTURE THAT SHALL BE DETAILED BY THE CONSULTING ENGINEER WITH ELEVATION AND WEIR WIDTH DATA PROVIDED BY CONTECH STORMWATER SOLUTIONS.



PLAN VIEW B - B



SECTION A - A



SECTION "A–A"
N.T.S.

NOTES:
1. STORMWATER TREATMENT SYSTEM (SWTS) SHALL HAVE:
   PEAK TREATMENT CAPACITY: 11 CFS
   SEDIMENT STORAGE: 4 CU YD
   SEDIMENT CHAMBER DIA: 8' MIN
2. SWTS SHALL BE CONTAINED IN ONE RECTANGULAR STRUCTURE
3. SWTS REMOVAL EFFICIENCY SHALL BE DOCUMENTED BASED ON PARTICLE SIZE
4. SWTS SHALL RETAIN FLOATABLES AND TRAPPED SEDIMENT UP TO AND INCLUDING PEAK TREATMENT CAPACITY
5. SWTS INVERTS IN AND OUT ARE TYPICALLY AT THE SAME ELEVATION
6. SWTS SHALL NOT BE COMPROMISED BY EFFECTS OF DOWNSTREAM TAILWATER
7. SWTS SHALL HAVE NO INTERNAL COMPONENTS THAT OBSTRUCT MAINTENANCE ACCESS
8. INLET PIPE MUST BE PERPENDICULAR TO THE STRUCTURE
9. PIPE ORIENTATION MAY VARY; SEE SITE PLAN FOR SIZE AND LOCATION
10. PURCHASER SHALL NOT BE RESPONSIBLE FOR ASSEMBLY OF UNIT
11. MANHOLE FRAMES AND PERFORATED COVERS SUPPLIED WITH SYSTEM, NOT INSTALLED
12. PURCHASER TO PREPARE EXCAVATION AND PROVIDE CRANE FOR OFF-LOADING AND SETTING AT TIME OF DELIVERY
13. VORTECHS SYSTEMS BY CONTECH STORMWATER SOLUTIONS; PORTLAND, OR (800)548-4667; SCARBOROUGH, ME (877) 907-9876; LINTHICUM, MD (866) 740-3318.

PROPRIETARY INFORMATION - NOT TO BE USED FOR CONSTRUCTION PURPOSES

CONTECH STORMWATER SOLUTIONS
contechstormwater.com

STANDARD DETAIL
STORMWATER TREATMENT SYSTEM
VORTECHS® MODEL 7000
U.S. PATENT No. 5,759,415

DATE: 10/4/06	SCALE: NONE	FILE NAME: STD7k	DRAWN: JBS	CHECKED: NDG

TRENCH EXCAVATION SAFETY PROTECTION

CONTRACTOR AND/OR CONTRACTORS INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION THAT COMPLIES WITH, AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTORS INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

NO.	REVISIONS DESCRIPTION	DATE

PERMANENT WATER POLLUTION ABATEMENT PLAN

CHRISTIAN BROTHERS AUTOMOTIVE
S.H. 46 & OAK SPRAWL RD.
CITY OF NEW BRAUNFELS
TEXAS

STATE OF TEXAS
BRIAN M. COPE
93735
LICENSED
PROFESSIONAL ENGINEER

KLEIN ENGINEERING INC.
CIVIL • MUNICIPAL • ENVIRONMENTAL ENGINEERS
1235 Central Parkway North, Suite 107
San Antonio, Texas 78232
Phone: (210) 698-7076
Fax: (210) 698-7077
Tx. Reg. No. F-04435
www.kleinengineering.com

JOB No. : JN 15-22
DATE : MARCH 2011
DESIGNED BY: NMS
DRAWN BY: NMS
CHECKED BY: BMC
SHEET C-8.0

Texas Commission on Environmental Quality

TSS Removal Calculations 04-20-2009

Project Name: Christian E
Date Prepared: 1/13/2011

Additional information is provided for cells with a red triangle in the upper right corner. Place the cursor over the
Text shown in blue indicate location of instructions in the Technical Guidance Manual - RG-348.
Characters shown in red are data entry fields.
Characters shown in black (Bold) are calculated fields. Changes to these fields will remove the equations used i

1. The Required Load Reduction for the total project: Calculations from RG-348 Pages 3-27 to

Page 3-29 Equation 3.3: $L_M = 27.2(A_N \times P)$

where:

$L_{M\ TOTAL\ PROJECT}$ = Required TSS removal resulting from the proposed development
A_N = Net increase in impervious area for the project
P = Average annual precipitation, inches

Site Data: Determine Required Load Removal Based on the Entire Project

County =	Comal	
Total project area included in plan * =	2.31	acres
Predevelopment impervious area within the limits of the plan * =	0.00	acres
Total post-development impervious area within the limits of the plan* =	0.71	acres
Total post-development impervious cover fraction * =	0.31	
P =	33	inches

$L_{M\ TOTAL\ PROJECT}$ = **635** lbs.

* **The values entered in these fields should be for the total project area.**

Number of drainage basins / outfalls areas leaving the plan area = **2**

2. Drainage Basin Parameters (This information should be provided for each basin):

Drainage Basin/Outfall Area No. =	**1**	
Total drainage basin/outfall area =	**0.95**	acres
Predevelopment impervious area within drainage basin/outfall area =	**0.00**	acres
Post-development impervious area within drainage basin/outfall area =	**0.71**	acres
Post-development impervious fraction within drainage basin/outfall area =	**0.75**	
$L_{M\ THIS\ BASIN}$ =	**635**	lbs.

3. Indicate the proposed BMP Code for this basin.

Proposed BMP =	**Vortechs**	
Removal efficiency =	**0**	percent

Aqualogic Car
Bioretention
Contech Storr
Constructed V
Extended Det
Grassy Swale
Retention / Irri
Sand Filter
Stormceptor
Vegetated Filt
Vortechs
Wet Basin
Wet Vault

4. Calculate Maximum TSS Load Removed (L_R) for this Drainage Basin by the selected BMP Type.

RG-348 Page 3-33 Equation 3.7: L_R = (BMP efficiency) x P x (A_I x 34.6 + A_P x 0.54)

where:

A_C = Total On-Site drainage area in the BMP catchment area
A_I = Impervious area proposed in the BMP catchment area
A_P = Pervious area remaining in the BMP catchment area
L_R = TSS Load removed from this catchment area by the proposed BM

A_C =	**0.95**	acres
A_I =	**0.71**	acres

A_P =	**0.24**	acres
L_R =	**0**	lbs

5. Calculate Fraction of Annual Runoff to Treat the drainage basin / outfall area

Desired $L_{M\ THIS\ BASIN}$ =	**641**	lbs.
F =	**#DIV/0!**	

6. Calculate Capture Volume required by the BMP Type for this drainage basin / outfall area. Calculations from RG-348

Rainfall Depth =	**#DIV/0!**	inches
Post Development Runoff Coefficient =	**0.56**	
On-site Water Quality Volume =	**#DIV/0!**	cubic feet

Calculations from RG-348 Pages 3-36 to 3-37

Off-site area draining to BMP =	**0.00**	acres
Off-site Impervious cover draining to BMP =	**0.00**	acres
Impervious fraction of off-site area =	**0**	
Off-site Runoff Coefficient =	**0.00**	
Off-site Water Quality Volume =	**#DIV/0!**	cubic feet
Storage for Sediment =	**#DIV/0!**	
Total Capture Volume (required water quality volume(s) x 1.20) =	**#DIV/0!**	cubic feet

The following sections are used to calculate the required water quality volume(s) for the selected BMP.
The values for BMP Types not selected in cell C45 will show NA.

7. Retention/Irrigation System Designed as Required in RG-348 Pages 3-42 to

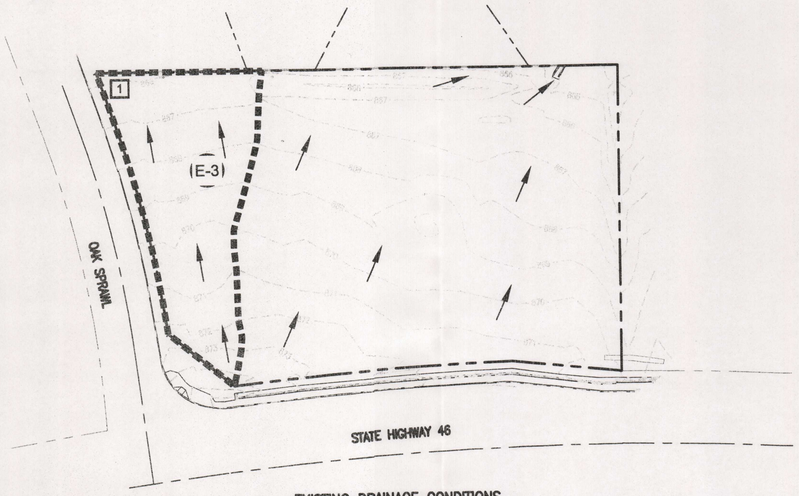
Required Water Quality Volume for retention basin =	**NA**	cubic feet

Irrigation Area Calculations:

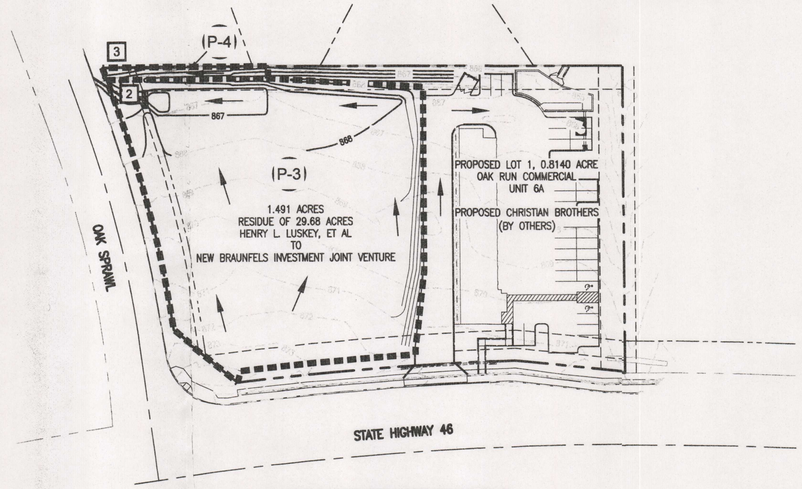
Is Sufficient Treatment Available? (TSS Credit ≥ TSS Uncapt.)	#VALUE!	
TSS Treatment by BMP (LM + TSS Uncapt.) =	#VALUE!	

21. Vortech

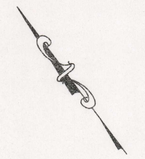
Required TSS Removal in BMP Drainage Area=	**635.05**	lbs
Impervious Cover Overtreatment=	0.0127	ac
TSS Removal for Uncaptured Area =	11.40	lbs
BMP Sizing		
Effective Area =	0.65	EA
Calculated Model Size(s) =	Vx7000	
Actual Model Size (if choosing larger model size) =	Vx7000	Pick Model Size
Surface Area =	50.27	ft^2
Overflow Rate =	0.014121	V_{or}
Rounded Overflow Rate =	0.014800	V_{or}
BMP Efficiency % =	81.00	%
L_R Value =	659.20	lbs
TSS Load Credit =	24.15	lbs
Is Sufficient Treatment Available? (TSS Credit ≥ TSS Uncapt.)	Yes	
TSS Treatment by BMP (LM + TSS Uncapt.) =	646.45	



EXISTING DRAINAGE CONDITIONS



PROPOSED DRAINAGE CONDITIONS



LEGEND

- DRAINAGE AREA BOUNDARY
- (A1) DRAINAGE AREA
- 1 DRAINAGE NODE POINT
- FLOW DIRECTION
- 100 EXISTING CONTOURS
- 100 PROPOSED CONTOURS

EXISTING DRAINAGE AREA DESIGNATION	DRAINAGE AREAS (acres)	PROPOSED DRAINAGE AREA DESIGNATION	DRAINAGE AREAS (acres)
E-3	0.49	P-3	1.24
		P-4	0.03

*Values Applied to C_{10} to Determine C_{25} & C_{100}	
K_{10}	1.00
K_{25}	1.10
K_{100}	1.25

RATIONAL METHOD (Q=KCIA) - EXISTING CONDITIONS

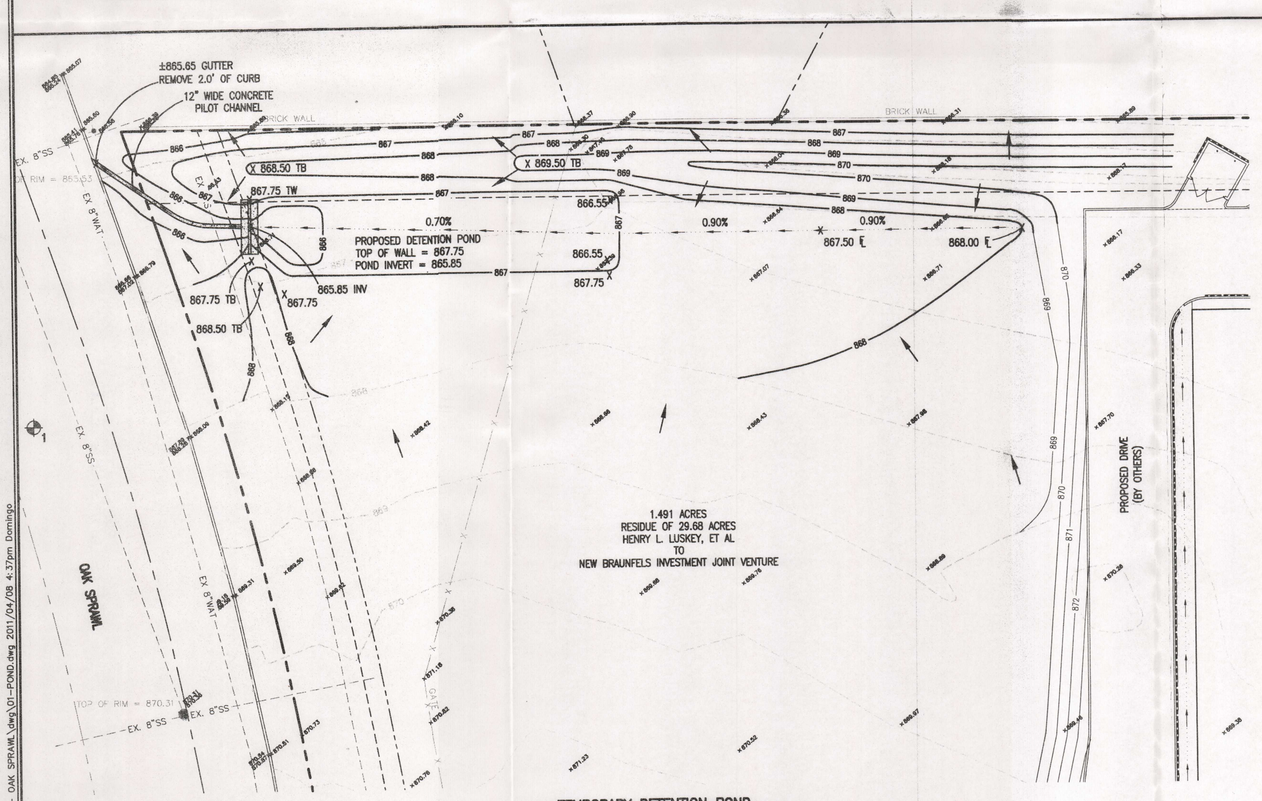
DRAINAGE NODE POINT	CONTRIBUTING DA's	DRAINAGE AREA (acres)	C_2	C_{10}	*C_{25}	*C_{100}	Tc (min)	I_2 (in/hr)	I_{10} (in/hr)	I_{25} (in/hr)	I_{100} (in/hr)	Q_2 (cfs)	Q_{10} (cfs)	Q_{25} (cfs)	Q_{100} (cfs)
1	E-3	0.49	0.35	0.35	0.39	0.44	14	4.47	6.75	8.08	10.58	0.77	1.16	1.52	2.27

RATIONAL METHOD (Q=KCIA) - PROPOSED CONDITIONS

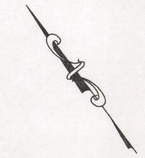
DRAINAGE NODE POINT	CONTRIBUTING DA's	DRAINAGE AREA (acres)	C_2	C_{11}	*C_{25}	*C_{100}	Tc (min)	I_2 (in/hr)	I_{10} (in/hr)	I_{25} (in/hr)	I_{100} (in/hr)	Q_2 (cfs)	Q_{10} (cfs)	Q_{25} (cfs)	Q_{100} (cfs)
2	P-3	1.24	0.35	0.38	0.39	0.44	15	4.20	6.31	7.54	9.87	1.82	2.74	3.65	5.39
3	P-4	0.03	0.35	0.38	0.39	0.44	10	4.96	7.57	9.07	11.90	0.05	0.08	0.11	0.16

POND ROUTING SUMMARY NODE PT. 2

POND RELEASE RATES
10 yr = 1.05 cfs < 1.16 cfs
100 yr = 1.98 cfs < 2.27 cfs

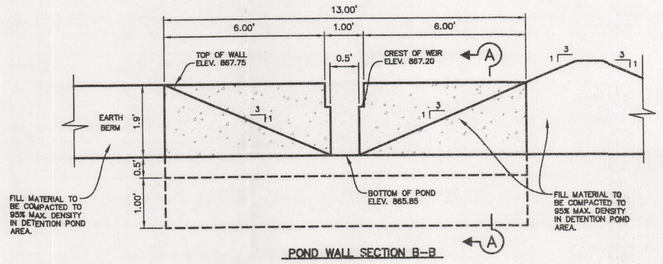


TEMPORARY DETENTION POND

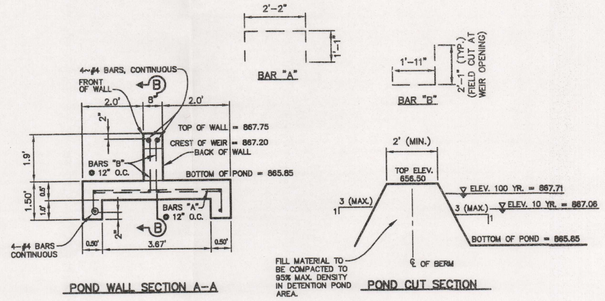


LEGEND

100.00	PROPOSED SPOT ELEVATION
100.00 TW	TOP OF WALL
100.00 BW	BOTTOM OF WALL
100.00 TB	TOP OF BERM
100.00 INV	INVERT
100.00 ℄	FLOWLINE
100	EXIST. CONTOUR
100	PROP. CONTOUR
	EXIST. SPOT ELEV



POND WALL SECTION B–B



POND WALL SECTION A–A

POND CUT SECTION

DETENTION POND OUTFALL DETAIL
N.T.S.

PAWELEK & MOY, INC.
CIVIL ENGINEERING & CONSULTING SERVICES
130 W. JAHN STREET
NEW BRAUNFELS, TX 78130
TEL: (830) 629-2563
FIRM No. F-9862

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY UNDER THE AUTHORITY OF:

DARYL D. PAWELEK
TEXAS REGISTRATION 84470
DATE: 04/08/11

IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

OWNER:

DETENTION POND, DRAIN AREA MAP, GRADING PLAN AND DETAILS

FOR

OAK SPRAWL COMMERCIAL, UNIT 6A - RESIDUE ACREAGE WEST OF PROPOSED LOT 1

NEW BRAUNFELS, TEXAS

REVISIONS

DESCRIPTION	DATE

DRAWN BY:	D.G. III
CHECKED BY:	D.D.P.
DATE:	APRIL 2011
JOB NO.:	0906.01

C1

F:\0906.01 – OAK SPRAWL\dwg\01-POND.dwg 2011/04/08 4:37pm Domingo

ATTACHMENT G - Inspection, Maintenance, Repair and Retrofit Plan

Vortechs® Maintenance Guide - TCEQ Recommendations

The Vortechs system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit, e.g., unstable soils or heavy winter sanding will cause the swirl chamber to fill more quickly but regular sweeping will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant deposition and transport may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. Inspections should be performed quarterly however more frequent inspections may be necessary in equipment washdown areas and in climates where winter sanding operations may lead to rapid accumulations. It is useful and often required as part of a permit to keep a record of each inspection. A simple inspection and maintenance log form for doing so is provided on the following page, and is also available on www.contech-cpi.com.

According to the TCEQ maintenance guidelines: "All accumulated sediment, trash, litter, and debris must be removed from the system annually or when the sediment fills more than 25% of the space between the permanent water surface and the bottom of the swirl chamber, whichever occurs first."

This determination can be made by taking three measurements with a stadia rod or similar measuring device; one measurement from the manhole opening to the top of the sediment pile, one from the manhole opening to the water surface and one from the manhole opening to the bottom of the swirl chamber. Note: To avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile.

Cleaning

Cleaning of the Vortechs system should be done during dry weather conditions when no flow is entering the system. Clean-out of the Vortechs system with a vacuum truck is generally the most effective and convenient method of excavating pollutants from the system. If such a truck is not available, a "clamshell" grab may be used, but it is difficult to remove all accumulated pollutants using a "clamshell". In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use adsorbent pads to solidify the oil since these pads are usually much easier to remove from the unit individually and less expensive to dispose of than the oil/water emulsion that may be created by vacuuming the oily layer. Floating trash can be netted out if you wish to separate it from the other pollutants.

Cleaning of a Vortechs system is typically done by inserting a vacuum hose into the swirl chamber and evacuating this chamber of accumulated sediment, trash, litter, debris, and hydrocarbons. As water is evacuated, the water level outside of the swirl chamber will drop to a level roughly equal to the crest of the lower aperture of the swirl chamber. The water outside the swirl chamber should remain near this level throughout pumping as the bottom and sides of the swirl chamber are sealed to the tank floor and walls.

This "water lock" feature prevents water from migrating into the swirl chamber, exposing the bottom of the baffle wall and creating excess pump-out volume. Floating pollutants will decant into the swirl chamber as the water level is drawn down. This allows most floating material to be withdrawn from the same access point above the swirl chamber. Floating material that does not decant into the swirl chamber during draw down should be skimmed from the baffle chamber. If maintenance is not performed as recommended, sediment may accumulate outside the swirl chamber. If this is the case, it may be necessary to pump out other chambers. It is advisable to check for sediment accumulation in all chambers during inspection and maintenance.

These maintenance recommendations apply to all Vortechs systems with the following exceptions:

1. It is strongly recommended that when cleaning systems larger than the Model 16000 the baffle chamber be drawn down to depth of three feet prior to beginning clean-out of the swirl chamber. Drawing down this chamber prior to the swirl chamber reduces adverse structural forces pushing upstream on the swirl chamber once that chamber is empty.
2. Entry into a Vortechs system is generally not required as cleaning can be done from the ground surface. However, if manned entry into a system is required the entire system should be evacuated of water prior to entry regardless of the system size.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure proper safety precautions. If anyone physically enters the unit, Confined Space Entry procedures need to be followed.

Disposal of all material removed from the Vortechs system should be done in accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal.

For assistance with maintaining your Vortechs system, contact us regarding the CONTECH Maintenance Compliance Certification Program at 1.800.338.1122.

Vortechs Inspection & Maintenance Log

Vortechs Model: _____ **Location:** _____

Date	Water Depth to Sediment[1]	Floatable Layer Thickness[2]	Describe Maintenance Performed	Maintenance Personnel	Comments

1. The water depth to sediment is determined by taking three measurements with a stadia rod: one measurement from the manhole opening to the top of the sediment pile, one from the manhole opening to the water surface, and one from the manhole opening to the bottom of the swirl chamber. If the depth of sediment is greater than 25% of the depth between the permanent water surface and the bottom of the swirl chamber, the system should be cleaned out. Note: To avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.

2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned immediately.

Responsible Party for Maintenance: Christian Brothers Automotive Corporation

Address 15995 N. Barkers Landing, Ste. 145

City, State Zip Houston, TX 77079

Telephone Number (832) 598-0420

Signature of Responsible Party

Print Name of Responsible Party Jonathon A. Wakefield

TCEQ 0600 - ATTACHMENT I

MEASURES FOR MINIMIZING SURFACE STREAM CONTAMINATION

The measures to avoid or minimize surface stream contamination are as identified in Attachments C & D (TCEQ-0600). In pre-development conditions, a majority of the stormwater runoff exits the Project Site at the east-southeast through an existing concrete flume or drainage channel. Stormwater runoff also exits the Project Site at the north-northwest via sheetflow onto Oak Sprawl Rd. All runoff is eventually directed to Blieders Creek, a tributary to the Guadalupe River.

Project Area "1"

Runoff generated from Project Area "1" will be routed to a Vortech Stormwater Treatment System Unit designed by CONTECH Stormwater Solutions. Pollutants will be removed from the runoff as the runoff travels through the Vortech's chambers. Discharge from the system will then be conveyed to a permanent detention pond and released at existing conditions to the existing concrete flume at the east corner of the property. Velocity and erosion controls will conform to the requirements of the City of New Braunfels and all disturbed soil will be stabilized prior to removal of the pollution abatement controls.

Project Area "2"

There will be no impervious cover within Project Area "2". A temporary detention pond will alleviate additional flows due to the proposed developments in Project Area "1" and release runoff at existing conditions. However, no permanent measures will be required.

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Jonathan A. Wakefield,
Print Name

New Store Development,
Title - Owner/President/Other

of Christian Brothers Automotive Corporation,
Corporation/Partnership/Entity Name

have authorized Brian M. Cope
Print Name of Agent/Engineer

of Klein Engineering, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities. – For Project Area "1"

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature

3/29/11
Date

THE STATE OF Texas §

County of Bexar §

BEFORE ME, the undersigned authority, on this day personally appeared Jonathan A. Wakefield known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this 29th day of March, 2011.

NOTARY PUBLIC

DARLA MICHELLE REID
Notary Public, State of Texas
My Commission Expires
March 20, 2014

Darla Michelle Reid
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: 3/20/2014

95'5

CONTRACT OF PURCHASE AND SALE

THIS CONTRACT OF PURCHASE AND SALE ("Contract") is made and entered into as of the Effective Date (as hereinafter defined) by and between **NEW BRAUNFELS INVESTMENT JOINT VENTURE**, a Texas joint venture partnership ("Seller") and **CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION**, a Texas corporation or its successors or assigns ("Purchaser");

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

Section 1. Sale and Purchase

(a) Seller hereby agrees to sell, convey, and assign to Purchaser, and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined) on and subject to the terms and conditions set forth in this Contract: (i) The tract of land containing approximately thirty-five thousand two hundred eighty three and 60/100ths (35,283.60) square feet of land, being approximately 0.81 acre, located near the intersection of Oak Sprawl and State Highway No. 46, Comal County, Texas and being more particularly described on Exhibit "A" attached hereto (the "Fee Tract") together with an ingress egress easement (the "Shared Access Easement'), on Seller's adjacent remaining 1.49 acre tract of land depicted as a proposed shared access drive, on Exhibit "A", (the "Easement Tract") to be more particularly described on the Survey, as hereinafter defined (the Fee Tract and Easement Tract, together the "Property") together with all easements, rights-of-way, licenses, interests, rights, and appurtenances appertaining thereto, if any; (ii) All rights, titles, and interests of Seller in all service contracts, warranties, guaranties and bonds relating to the Property (as hereinafter defined) which Purchaser elects to have transferred and assigned to Purchaser as hereinafter set forth; (iii) All rights, titles, and interests of Seller in and to any and all assignable utility, escrow, security, damage, lease, and/or any other deposits established in connection with the Property, except any escrow deposits held by the holders of any liens which are to be released at Closing; and (iv) Any and all other rights, titles, interest, privileges, and appurtenances owned by Seller, if any, and in any way related to, or used in connection with, the ownership or operation of the Property.

The Property shall be conveyed, assigned, and transferred to Purchaser at the Closing (as hereinafter defined) free and clear of all liens, claims, easements, covenants, conditions, rights-of-way, reservations, restrictions, encroachments, tenancies, mineral interests, royalty interests, oil, gas or mineral leases and any other encumbrances of whatsoever nature (herein collectively called the "Encumbrances") except those Encumbrances appearing in the Title Commitment (as hereinafter defined) that either are not objected to, or, if objected to, are not cured and that are subsequently waived pursuant to Section 3 hereof (hereinafter collectively referred to as "Permitted Encumbrances").

Section 2. Purchase Price, Independent Contract Consideration, and Earnest Money

(a) The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be $423,403.20 (the "Purchase Price"). If the Survey shows the Fee Tract contains more than 35,283.6 square feet the Purchase Price will be adjusted by adding $12.00 for each square foot in excess of 35,283.6 square feet. If the Survey shows the Fee Tract contains less than 35,283.6 square feet the Purchase Price will be adjusted by subtracting $12.00 for each square foot less than 35,283.6 square feet.

(b) The Purchase Price shall be payable in cash at the Closing (as hereinafter defined).

(c) Contemporaneously with the execution of this Contract, Purchaser shall deliver to Seller a check in the amount of One Hundred and No/100 Dollars ($100.00) ("Independent Contract Consideration"), for Seller's execution, delivery and performance of this Contract. The Independent Contract Consideration shall be delivered to the Title Company. This Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Contract, is nonrefundable, and shall be retained by Seller notwithstanding any other provision of this Contract.

(d) Within three (3) business days after the Effective Date, Purchaser shall deliver to the Title Company (as hereinafter defined) a certified or cashier's check payable to the order of the Title Company or other means of funding satisfactory to Seller in the amount of Five Thousand and No/100 Dollars ($5,000.00) as earnest money ("Earnest Money"), which Earnest Money shall be held in escrow and delivered by the Title Company to the party entitled to the Earnest Money in accordance with the provisions of this Contract. The Earnest Money shall be invested by the Title Company in an interest bearing account through a bank or other financial institution selected by Purchaser (hereafter, all references in this Contract to Earnest Money shall include the amount deposited by Purchaser with the Title Company pursuant to this Section 2(d) together with all interest accrued thereon).

Section 3. Title Commitment, Survey and Other Documents

(a) Within fifteen (15) days after the Effective Date, Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

(i) Owner's Commitment for Title Insurance ("Title Commitment") from Veritas Title Partners, L.P. (the "Title Company"), which Title Commitment shall set forth the status of the title of the Property and shall show all Encumbrances and other matters affecting the Property; and

(ii) A true and legible copy of (x) all documents referred to in the Title Commitment, including but not limited to deeds, lien instruments, plats, reservations, restrictions, and easements, and (y) all pertinent materials in Seller's possession relative to the Property including without limitation such materials as leases, current tax statements, tax statements for the past two years, special assessments affecting the Property, aerials, surveys, topographic information, and soils reports (the documents, information and materials described

in this Section 3 (a) (ii) are collectively referred to as the "Required Documentation").

(b) Within thirty (30) days after the Effective Date Seller, at Seller's sole cost and expense, shall cause to be prepared and delivered to Purchaser and Seller, a current survey of the Property (the "Survey"), prepared by a duly licensed surveyor in a form that (i) substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey and (ii) is satisfactory to the Title Company. The Survey shall be certified to Purchaser, Seller and Title Company. The Survey shall reflect the gross number of square feet comprising the Fee Tract.

PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THE REQUIRED DOCUMENTATION DELIVERED AND TO BE DELIVERED BY SELLER TO PURCHASER HEREUNDER HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, CONTENT OR ACCURACY OF SUCH DOCUMENTS HOWEVER, SELLER IS NOT AWARE OF ANY INCOMPLETNESS OR INACURACY THEREIN.

The description of the Property prepared as a part of the Survey will, after Purchaser approves such description (which approval shall not be unreasonably withheld and shall be deemed given if not objected to within five days of Purchaser's receipt of the Survey), be used in all of the documents set forth herein that require a description of the Property. Upon approval of the Survey by Purchaser, the description of the Property prepared as a part of the Survey shall be deemed substituted as Exhibit "A" hereto and fully incorporated herein as though originally a part hereof.

(c) If Purchaser, in its sole discretion, is not satisfied with any item affecting title to the Property or the use thereof that is reflected on the Title Commitment or on the Survey, then Purchaser shall give Seller written notice thereof ("Objection Notice"), within ten (10) business days after receipt by Purchaser of the Title Commitment, the Survey and all the Required Documentation, specifying Purchaser's objections ("Title Objections"), if any. If Purchaser gives the Objection Notice to Seller, Seller may, but shall not be obligated to attempt to cure the Objections. If Purchaser does not give the Objection Notice, all items described on the Title Commitment and on the Survey will be considered Permitted Encumbrances.

(d) If Purchaser gives the Objection Notice and Seller does not cure the Objections and cause the Title Commitment and Survey to be amended to give effect to matters that are cured, within the ten (10) business day period following receipt of the Objection Notice from Purchaser (the "Cure Period"), Purchaser shall have the right to either (i) terminate this Contract by giving notice thereof (the "Termination Notice") to Seller and Title Company at any time within five (5) days after the end of the Cure Period, and upon timely giving of the Termination Notice the Earnest Money shall be returned to Purchaser, and neither party hereto shall have any further rights or obligations hereunder; or (ii) waive the Title Objections and consummate the purchase

of the Property subject to the Title Objections which shall be deemed to be Permitted Encumbrances. If Purchaser does not timely give the Termination Notice to Seller, Purchaser shall be deemed to have waived the Title Objections.

Section 4. Termination, Default and Remedies

(a) If Purchaser has not previously terminated this Contract in accordance with a right of termination described in this Contract and fails or refuses to consummate the purchase of the Property pursuant to this Contract at the Closing for any reason other than a Seller default, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Contract by giving written notice thereof to Purchaser, whereupon neither party hereto shall have any further rights or obligations hereunder, and Title Company shall deliver the Earnest Money to Seller, which shall constitute liquidated damages hereunder, free of any claims by Purchaser or any other person with respect thereto. It is agreed that the Earnest Money to which Seller may be entitled hereunder is a reasonable forecast of just compensation for the harm that would be caused by Purchaser's breach, that the harm that would be caused by such breach is one that is incapable or very difficult of accurate estimation, and that payment of the Earnest Money upon such breach shall constitute full satisfaction of Purchaser's obligations hereunder.

(b) If Seller fails or refuses to consummate the sale of the Property pursuant to this Contract at the Closing, or fails to perform any of Seller's other obligations hereunder either prior to or at the Closing, then Purchaser, shall have the right to either (i) enforce specific performance of Seller's obligations under this Contract; or (ii) terminate this Contract by giving written notice thereof to Seller prior to or at the Closing, whereupon neither party hereto shall any further right or obligations hereunder, and Title Company shall deliver the Earnest Money to Purchaser, free of any claims by Seller or any other person with respect thereto, as Purchaser's exclusive remedies.

(c) In the event either Seller or Purchaser becomes entitled to the Earnest Money upon cancellation of this Contract in accordance with its terms, Purchaser and Seller covenant and agree to deliver a letter of instruction to the Title Company directing disbursement of the Earnest Money to the party entitled thereto. In the event either party hereto fails or refuses to sign or deliver such an instruction letter when the other party is entitled to disbursement of the Earnest Money such party shall pay, upon the final order of a court with appropriate jurisdiction, all reasonable attorney's fees incurred by the party so entitled to the Earnest Money in connection with the recovery thereof.

(d) Seller hereby covenants and agrees with, and represents and warrants to, Purchaser that Seller will not, during the period from the Effective Date to the Closing, commit, cause to be committed, or allow to be committed any act over which Seller has control which (i) would have a detrimental or adverse effect on title to the Property, or (ii) would materially and adversely affect the condition of the Property for Purchaser's use of it as an automotive repair facility, without Purchaser's prior written consent.

Section 5. **Closing**(a) The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur in the office of the Title Company, at the office of the Title Company (see the address in the last sentence of this Subsection 5 (a)) on or before the Closing Date. The "Closing Date" means thirty days after the later of (i) the satisfaction of the Subdivision Condition (as hereinafter defined and described in Section 7(a) (v)), or (ii) the end of the Review Period as may be extended as provided in Section 22 below, unless Seller and Purchaser mutually agree to an earlier or later date. Purchaser shall give Seller notice of the date and time for the Closing. The contact information for the Title Company is: 2415 West Alabama, Suite 203, Houston, Texas 77098Attn: Sandra Paige; Tel: (713) 482-2800, Fax: (713) 482 - 2840, E-Mail: spaige@veritastitlepartners.com.

(b) At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:

(1) Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

(i) A Special Warranty Deed ("Deed"), in the form attached hereto as Exhibit "B", containing the restrictions and covenants set forth in Exhibit "B", which have been agreed upon by Seller and Purchaser as covenants which will run with the title to the land, fully executed and acknowledged by Seller, conveying to Purchaser the Property subject only to the Permitted Encumbrances and such restrictive covenants;

(ii) An Owner Policy of Title Insurance ("Owner Policy") insuring the Fee Tract and the Easement Tract issued by Title Company to Purchaser in the amount of the Purchase Price insuring that, after the completion of the Closing, Purchaser is the owner of the indefeasible fee simple title to the Fee Tract and an owner of an easement estate in the Easement Tract; and

(iii) Evidence satisfactory to Purchaser and the Title Company that the person executing the closing documents on behalf of Seller has full right, power and authority to do so.

(2) Purchaser, at Purchaser's sole cost and expense, shall deliver or cause to be delivered to Seller the following:

(i) Wire transfer (or other means acceptable to the Title Company) of good funds payable to the order of Title Company in an amount of money equal to the Purchase Price less the Earnest Money;

(ii) Evidence satisfactory to Seller and the Title Company that the

person executing the closing documents on behalf of the Purchaser has full right, power, and authority to do so.

(3) The Earnest Money shall be applied toward the Purchase Price.

(4) Seller and Purchaser shall each pay their respective attorneys' fees. Seller shall pay any transfer tax and all recording costs for the deed and for mortgage cancellations. Purchaser and Seller shall each pay one-half of the escrow fees.

(5) In connection with providing the Owner Policy, Seller agrees to cooperate with Purchaser in connection with delivering the standard documentation required by the Title Company in connection with issuing the Owner Policy at the base premium rate, any endorsements requested by Purchaser being at Purchaser's option and expense.

(c) Real property taxes for the Property for the year in which Closing is consummated shall be prorated between Seller and Purchaser as of the Closing Date and shall be adjusted in cash at the Closing. If the Property is assessed as a separate tax parcel, at Closing, Purchaser shall receive a credit for Seller's pro-rata share of such taxes, and Purchaser shall assume and pay such taxes when due and before delinquent. If the Property is assessed as part of a larger tract or tracts of land owned by Seller, at Closing, Purchaser shall authorize the Title Company to hold in escrow Purchaser's pro-rata portion of taxes attributable to the Property, and Seller shall authorize the Title Company to hold in escrow Seller's pro-rata portion of taxes attributable to the Property, as well as the taxes attributable to the entire remainder of the tax parcel, and the Title Company shall pay the taxes when due and before delinquent. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation; provided, however, that in the event that the tax rate and/or assessed valuation of the Property for the year of Closing is changed from the rate and/or valuation used in the apportionment of taxes at Closing, then upon receipt of the tax statement for the year of Closing, Seller and Purchaser shall re-prorate said general real estate taxes based upon the actual amount of taxes assessed for the year of Closing. Seller agrees to pay when due any rollback taxes, special tax assessments or classifications or any other exceptions or exemptions that result in any taxes, fees or assessments being assessed, levied or charged to the Property or Purchaser at or after the Closing for periods of time prior to Closing. All normal and customarily pro-ratable items not specifically addressed elsewhere in this Subsection 5 (c), shall be prorated as of the Closing Date, Purchaser being charged and credited for all of the same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the pro-rations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Purchaser, provided, however, no settlement shall be made as to taxes assessed against Purchaser's improvements constructed on the Property after the Closing Date. The provisions of this Section 5(c) shall survive the Closing.

(d) Upon completion of Closing, Seller shall deliver to Purchaser possession of the Property free and clear of all tenancies of every kind and parties in possession, with all parts of

the Property in substantially the same condition as the date hereof.

Section 6. Conditions to Performance by Purchaser and Seller

(a) Purchaser's obligations under this Contract shall be contingent and specifically conditioned:

(1) Until one hundred and twenty (120) days after the Effective Date ("Review Period"), upon Purchaser's being satisfied, in Purchaser's sole discretion, of the following conditions precedent:

(i) Purchaser being satisfied in Purchaser's sole discretion that the use and occupancy of the Property is suitable for Purchaser's intended use as an automotive repair facility (hereinafter called "Purchaser's Use"); likewise, Purchaser shall be satisfied in Purchaser's sole discretion that Purchaser's Use will be in conformity with all applicable zoning ordinances and regulations, with all other laws, orders, ordinances, rules, regulations, and requirements, and with all covenants, conditions, restrictions, and agreements affecting or relating to the operation, use, or occupancy of the Property. In addition, Purchaser shall have obtained a conditional use permit, if required, to enable it to carry out Purchaser's Use;

(ii) Purchaser being satisfied in Purchaser's sole discretion with the results of the Inspections (as described in Section 9 hereof);

(iii) Purchaser being satisfied in Purchaser's sole discretion of the availability and suitable terms for long term mortgage financing concerning the Property;

(iv) Purchaser being satisfied in Purchaser's sole discretion that it will be able to secure such casualty and comprehensive public liability insurance and fire and extended insurance covering the Property, the improvements thereon, and Purchaser's Use related thereto as it may deem necessary or advisable and at costs which are acceptable to Purchaser;

(v) Purchaser being satisfied in Purchaser's sole discretion that all utilities and municipal services required for Purchaser's Use of the Property as an automotive repair facility are or will be available; and

(vi) Purchaser being satisfied in Purchaser's sole discretion that all necessary approvals for one curb cut for the Property have been

granted at such place as is reasonably required by Purchaser.

(2) Upon Purchaser's receipt of all the Required Approvals (as defined in Section 22 of this Contract) within the Review Period.

(3) Upon Seller's satisfaction of its obligations in Section 7 of this Contract.

(b) In the event that any of these conditions precedent is unsatisfied at any time during the Review Period, Purchaser shall have the option at any time before the expiration of the Review Period to either (i) terminate this Contract by giving written notice thereof to Seller, and on such termination, Purchaser shall be entitled to the return of the Earnest Money, and neither party hereto shall have any further rights or obligations hereunder except for obligations of Seller or Purchaser that expressly survive the termination of this Contract, or (ii) elect to waive the condition and consummate this transaction.

(c) Notwithstanding anything in this Contract to the contrary, in addition to any conditions set forth elsewhere in this Contract, the following are conditions precedent to Purchaser's obligations under this Contract, which obligations shall be contingent and specifically conditioned until the Closing upon their fulfillment and satisfaction:

(1) All of the representations and warranties of Seller set forth in this Contract shall be true and correct at and as of the Closing in all material respects, as though such representations and warranties were made at and as of the Closing; and

(2) Seller shall not be in receivership or dissolution, nor have made any general assignment for the benefit of creditors, nor admitted in writing its inability to pay its debts as they mature, nor have been adjudicated a bankrupt, nor have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, nor shall any such petition have been filed against it.

(d) Any of the conditions set forth in Section 6(c) hereof may be waived, in writing, in whole or in part, by Purchaser, in Purchaser's sole discretion, at or prior to the Closing. In the event that any of the conditions precedent described in Section 6(c) are not timely satisfied or waived, without limiting the provisions of Section 6 (a) and (b) hereof, Purchaser may terminate this Contract on the Closing Date by written notice to Seller, and the Earnest Money shall thereupon be returned to Purchaser, and the parties shall be relieved of any and all further obligations hereunder except for obligations of Seller or Purchaser that expressly survive the termination of this Contract.

(e) The provisions of this Section 6 shall control all other provisions of this Contract in respect of any obligations imposed upon Purchaser under this Contract.

Section 7. Seller's and Purchaser's Covenants, Representations and Warranties

(a). Seller hereby covenants and agrees with Purchaser that:

(i) Subject to the pro-rations set forth in Section 5, Seller shall cause all accounts and costs and expenses of operation and maintenance of the Property incurred prior to the Closing to be promptly paid when due.

(ii) Seller will not enter into, extend, renew or replace any agreements that will effect or bind the Property after the Closing without the prior written consent of Purchaser which consent shall not be unreasonably withheld, conditioned or delayed. Seller will not take any action or permit any action to be taken during the term of this Contract that will materially and adversely impact the title to the property and/or Purchaser's ability to construct and operate an automotive repair facility on the Property.

(iii) Seller, at its own cost and expense, shall cause an underground waste water service line to be constructed (the "Sewer Lateral") within 60 days after Closing, and brought to the boundary line of the Fee Tract to be available for Purchaser to connect to the facility Purchaser constructs on the Fee Tract. If Seller is unable to obtain the necessary authorizations from all governmental authorities having jurisdiction concerning construction of the Sewer Lateral by the expiration of the Review Period, then Seller or Purchaser shall have the option at any time on or before the expiration of the Review Period, to either (i) terminate this Contract by giving written notice thereof to the other party, and on such termination, Purchaser shall be entitled to the return of the Earnest Money, and neither party hereto shall have any further rights or obligations hereunder except for obligations of Seller or Purchaser that expressly survive the termination of this Contract, or (ii) elect to waive the condition described in this Section 7(a)(iii) and consummate this transaction.

(iv) Seller represents that to the best of Seller's knowledge, the utilities (including water, gas and electrical power) are available at the boundary line of the Property, but Purchaser is responsible for verifying the location and sufficiency of the utilities during the Review Period.

(v) Seller agrees to diligently process and pay for the cost of a subdivision plat of the Fee Tract and to obtain all required approvals for such plat (the "Subdivision Condition"). Seller shall prepare and submit the plat and make reasonable revisions requested by Purchaser in a manner and time period reasonable to obtain Purchaser's prior approval of the form of such plat within the initial sixty days of the Review Period, which approval shall not be unreasonably withheld or delayed. If Purchaser shall fail to deliver to Seller comments regarding the form of plat within ten (10) business days after delivery to Purchaser, then Purchaser shall be deemed to have approved the form of the plat. Seller agrees to take all reasonable actions that are appropriate in connection with obtaining the plat approval and to secure such approvals within one hundred twenty (120) days after the Effective Date. Seller shall have the right to record the final plat of the Property prior to, or at, the Closing, which plat shall be deemed to constitute a Permitted Encumbrance hereunder. If Seller is unable to satisfy the Subdivision Condition within the time frame required hereunder, then although Seller shall not be deemed in default

hereunder, this Contract shall terminate, whereupon Seller shall retain the Independent Contract Consideration, and all of the Earnest Money shall be promptly returned to Purchaser and neither party shall have any obligation hereunder, except for those obligations which expressly survive termination hereof.

(vi) Seller agrees to grant Purchaser at Closing a perpetual non-exclusive irrevocable Shared Access Easement over, across, and upon the Easement Tract, upon such terms and conditions as are reasonably satisfactory to Seller and Purchaser. Seller and Purchaser each agree to use good faith efforts to agree on the form of a Shared Access Easement agreement, and escrow agreement for construction costs, on or before the end of the Review Period. Purchaser or Seller, depending on which party develops its property first, agrees to perform the Driveway Work (as defined below) using a contractor agreed to by the non-constructing party on the Shared Access Easement and the land from State Highway 46 in a good and workmanlike manner. "Driveway Work" is all costs to construct the Driveway from State Highway 46, even though outside Property boundary line, to the end of the Driveway, to be more fully described in the escrow agreement. The Seller and Purchaser shall either reach an agreement on the cost of the Driveway Work on or before thirty days prior to the end of the Review Period or they agree to obtain an estimate of the Driveway Work from a third party acceptable to each of them. The Seller and Purchaser each agree to place into escrow at the Closing an amount equal to 125% of one-half of the estimated cost of the Driveway Work.

(v) Seller agrees to grant any access easements and utility line easements that are required in connection with Purchaser's use of the Property as an automotive repair facility provided that Seller and Purchaser prior to the expiration of the Review Period mutually agree in writing upon the location and terms of such easements If Seller and Purchaser are unable to mutually agree in writing on the location and terms of the easements within the time frame required hereunder, then neither party shall be deemed in default hereunder, this Contract shall terminate, whereupon Seller shall retain the Independent Contract Consideration and all of the Earnest Money shall be promptly returned to Purchaser and neither party shall have any obligation hereunder, except for those obligations which expressly survive termination hereof.

(vi) Seller agrees to place into escrow with the Title Company at the Closing an amount equal to 125% of the estimated cost of completing Seller's obligation described in Section 7(a) (iii) of this Contract regarding construction of the Sewer Lateral to the Property if it has not been completed prior to the Closing. Seller and Purchaser shall agree upon such estimated amount or engage a third party selected by Seller and Purchaser to determine such estimated amount. The funds so placed in escrow shall be referred to as the "Sewer Lateral Escrow Funds." The form of escrow agreement, for construction costs, to be agreed upon by Purchaser and Seller, prior to the expiration of the Review Period. If Seller does not complete such work on or before 60 days after Closing, then Purchaser shall have the right, but not the obligation, to use the Sewer Lateral Escrow Funds to complete such work.

(b) Seller represents and warrants to Purchaser and agrees that:

(i) To Seller's actual knowledge, there are no actions, suits or proceedings pending, threatened or asserted against Seller affecting Seller or any portion of the Property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(ii) Seller has not received any notices of any condemnation actions, special assessments or other impositions of any nature which are pending or being contemplated with respect to the Property or any portion thereof.

(iii) At the Closing, there will be no unpaid bills or claims in connection with any work performed for Seller or material purchased by Seller in connection with the Property.

(iv) Other than the so-called "ag exemption" from ad valorem taxation, the Property has not been qualified for any special tax assessments or classifications or any other exceptions or exemptions that will or may result in any taxes, fees or assessments being assessed, levied or charged to the Property or Purchaser after the closing that relate back to the pre-closing assessments or charges. Seller agrees to pay any such fees, assessments or charges that relate to roll- back taxes or similar taxes, fees or charges, including without limitation those relating to the so-called "ag exemption" from ad valorem taxation.

(v) Seller has disclosed in writing to Purchaser all notices, claims, legal proceedings, and allegations received by Seller in writing concerning the Property that involve any violation or alleged violation of any applicable environmental law rule or regulation.

(vi) To Seller's actual knowledge, there is not any law, rule, regulation, restrictive covenant or ordinance that restricts or prohibits the construction, maintenance and operation of an automotive repair facility on the Property.

(c) The provisions of Section 7 shall survive the Closing.

Section 8. Agents

(a) Seller and Purchaser each hereby represents and warrants to the other that it has not engaged the services of any agent, broker or other similar party in connection with this transaction except AGH Properties, LLC doing business as Hovis Properties ("Purchaser's Agent") and Rob Eversberg ("Seller's Agent"). Purchaser's Agent and Seller's Agent will from time to time be collectively referred to as the "Agents".

(b) If, but only if, the Closing of the sale of the Property by Seller to Purchaser pursuant to this Contract is consummated and the Purchase Price funded and not otherwise, Seller shall pay to Agents a commission for all their services equal to six percent (6%) of the Purchase Price ("Commission") to be divided as follows: fifty percent (50%) of the Commission to Purchaser's

Agent and fifty percent (50%) of the Commission to Seller's Agent.

(c) If the Closing is not consummated or if the Purchase Price is not funded for any reason whatsoever, Agents shall not be entitled to any portion of the Earnest Money or any other compensation.

Section 9. Inspections

Purchaser, at Purchaser's sole cost and risk, shall have the right to go on to the Property and to make inspections ("Inspections") of the Property, including but not limited to the roof, electrical, plumbing, exterior, HVAC, landscaping, fences, and the interior of the Improvements, and to conduct surveys, test borings, soil analyses, and other tests and surveys thereon. Seller will cooperate with Purchaser in arranging the Inspections. If Purchaser's Inspections cause any damage to the Property and if the sale of the Property is not consummated pursuant hereto, Purchaser shall restore or cause to be restored the surface of the Property to as near the condition thereof existing prior to any entry by Purchaser as is reasonably practicable. Purchaser agrees to indemnify Seller and the Property against and to hold Seller harmless from, any damages, liabilities, claims, liens and/or costs asserted or claimed against Seller or the Property due to Purchaser and/or its agents, contractors, representatives, and employees conducting the studies above described. The provisions of this Section 9 shall survive the Closing.

Section 10. Notices

(a) Except as expressly set forth to the contrary in this Contract, all notices, requests or consents provided for or permitted to be given under this Contract must be in writing and must be delivered to the recipient in person, by courier or mail or by email or by facsimile, or similar transmission; and a notice, request or consent given under this Contract is effective on receipt by the Person to receive it. Notices given by telecopy shall be deemed to have been received (i) on the day on which the sender receives answer back confirmation if such confirmation is received before or during normal business hours of any business day or **(ii)** on the next business day after the sender receives answer back confirmation if such confirmation is received (x) after normal business hours on any business day or (y) on any day other than a business day. Notices given by email shall be deemed to have been received (i) on the day on which the sender transmits such notice if the sender receives confirmation the email has been received before or during normal business hours of any business day or **(ii)** on the next business day after the sender transmits such notice if such notice is transmitted (x) after normal business hours on any business day or (y) on any day other than a business day. All notices, requests and consents to be sent to a party to this Contract must be sent to or made at the addresses, telecopy number and/or email address given for that party below or such other address, telecopy number or email address as that party may specify by notice to the other parties to this Contract. Whenever any notice is required to be given by law or this Contract, a written waiver thereof, signed by the party entitled

to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

(b) The address of Seller for all purposes under this Contract and for all notices hereunder shall be:

New Braunfels Investment Joint Venture
Attn: Edward Badouh, Jr.
c/o Oak Run Realty, Inc.
2501 Oak Run Parkway
New Braunfels, TX 78132
Phone: 830-609-0600
Fax: 830-609-0480

With copy to:

Norman & Oliver, P.C.
Attn: Jimmy Norman, Esq.
7373 Broadway, Suite 504
San Antonio, Texas 78209
Phone: 210-822-8972
Fax: 210-804-7676
E-mail:jnorman@normanoliver.com

(c) The address of Purchaser for all purposes under this Contract and for all notices hereunder shall be:

Christian Brother's Automotive Corporation
15995 North Barkers Landing, Suite 145
Houston, Texas 77079
Attention: Mark A. Carr
Phone: (281) 870 - 8900
Fax: (281) 870 - 1200
Email: mcarr@cbac.com

with a copy to:

Christian Brother's Automotive Corporation
15995 North Barkers Landing, Suite 145
Houston, Texas 77079
Attention: Jacques T. Craig
Phone: (281) 870 - 8900
Fax: (281) 870 - 1200
Email: jcraig@cbac.com

(d) From time to time any party may designate another address for all purposes of this Contract by giving the other party not less than ten (10) days' advance written notice of such change of address in accordance with the provisions hereof.

Section 11. Entire Agreement

This Contract (including the exhibits hereto) contains the entire agreement between Seller and Purchaser, and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. No variation, modification, or changes hereof shall be binding on any party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.

Section 12. Assigns

This Contract shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors, and permitted assigns. Purchaser may assign its rights hereunder at any time at or prior to Closing to any entity that is substantially owned by or under the direct or indirect control or influence of Purchaser or Mark A. Carr. Seller and Purchaser agree that if Purchaser assigns its rights to this Contract, such assignment will not have the effect of releasing Purchaser from any liability on the Contract.

Section 13. Time for Execution

The date on which the Title Company acknowledges it has received this Contract executed by Seller and Purchaser shall be the "Effective Date" of this Contract.

Section 14. Time of Essence

Time is of the essence in the execution and performance of this Contract.

Section 15. Destruction, Damage, or Taking Prior to Closing

Prior to Closing, risk of material loss with regard to the Property shall be borne by Seller. If, prior to Closing, a material portion (meaning ten percent or more) of the Property is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain, Purchaser may (i) terminate this Contract, whereupon Title Company shall deliver the Earnest Money to Purchaser, and neither party hereto shall have any further rights or obligations hereunder except for obligations of Seller or Purchaser that expressly survive the termination of this Contract, or (ii) proceed with the Closing with no reduction in the Purchase Price and Seller shall assign to Purchaser all proceeds actually received by Seller as a result of such damage or destruction to the Property or of any condemnation proceedings together with all of Seller's rights as to any condemnation proceeding still in progress or proceeds to be delivered in connection therewith.

Section 16. Terminology

The captions beside the section numbers of this Contract are for reference only and shall not modify or affect this Contract in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

Section 17. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State in which the Property is located.

Section 18. Severability

In case of any one or more of the provisions contained in this Contract 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 hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 19. Rule of Construction

The parties acknowledge that each party and its counsel have reviewed this Contract and had an opportunity to negotiate the terms and conditions hereof, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

Section 20. Foreign Person

If Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the "Federal Tax Law"), then at the Closing Seller will deliver to Purchaser a certificate so stating, in a form complying with Federal Tax Law. If Seller is a "foreign person" or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller at the Closing will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax Law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by a mutually acceptable escrow agent for delivery to the Internal Revenue Service together with the appropriate Federal Tax Law forwarding forms (and with copies being provided both to Seller and to Purchaser). The Title Company is hereby approved as a mutually acceptable escrow agent in the event that withholding is warranted in accordance with the immediately preceding sentence.

Section 21. Internal Revenue Code Section 6045

Seller and Purchaser hereby acknowledge that the Tax Reform Act of 1986 requires the entity closing the transaction to report the terms of any real estate transaction to the Internal Revenue Service. Seller and Purchaser agree that they will request the Title Company to be the closer of the transaction for purposes of I.R.C. 6045. Seller hereby agrees to execute and deliver to the Title Company at Closing any certificates or other documentation required by the Title Company in order to comply with these requirements.

Section 22. Required Approvals and Extensions of Review Period

(a) During the Review Period, Purchaser agrees to take all reasonable actions that are appropriate to secure all approvals (collectively the "Required Approvals") required to be obtained from any governmental entity or any other individual or entity with authority to restrict or control construction, maintenance and/or operation of an automotive repair facility on the Property, including any approvals required in connection with any amendment or filing or refiling of any plat which includes all or any portion of the Property as may be required to allow Purchaser to lawfully

construct and operate, an automotive repair facility on the Property.

(b) Notwithstanding anything to the contrary contained in this Contract, prior to the the expiration of the Review Period, Purchaser is entitled to extend the Review Period for thirty (30) days (the "First Extension Period") by delivering a written notice of its election to extend the Review Period to Seller on or before the end of the Review Period and simultaneously delivering $10,000.00 non-refundable additional earnest money ("Initial Additional Earnest Money") for such thirty day extension period to the Title Company.

(c) Notwithstanding anything to the contrary contained in this Contract, at the end of the First Extension Period, Purchaser is entitled to extend the Review Period for an additional thirty (30) days (the "Second Extension Period") by delivering a written notice of its election to extend the Review Period to Seller on or before the end of the First Extension Period and simultaneously delivering $10,000.00 non-refundable additional earnest money ("Second Additional Earnest Money") for such thirty day extension period to the Title Company.

(d) The Initial Additional Earnest Money and the Second Additional Earnest Money shall be collectively referred to as the "Additional Earnest Money". If Purchaser purchases the Property, the Earnest Money and any and all Additional Earnest Money will be applied to the Purchase Price at the Closing. If on or before the end of the Review Period, Purchaser terminates this Contract, the Title Company shall deliver the Earnest Money to the Purchaser and neither the Seller nor the Purchaser shall have any other obligation to each other except as is specifically set out in this Contract. If Purchaser does not purchase the Property because of a default hereunder by Seller, the Title Company shall deliver the Earnest Money and all Additional Earnest Money to the Purchaser. If after the end of the Review Period, Purchaser terminates this Contract for any reason other than a Seller default, neither Seller nor Purchaser shall have any other obligation to the other except as specifically set forth herein, and the Title Company shall deliver the Earnest Money and all Additional Earnest Money to the Seller.

Section 23. Exclusivity

Seller represents that the land depicted as remainder 1.49 acres on Exhibit "A" attached hereto (the "Restricted Property") is land owned by Seller adjacent to the Fee Tract. Seller agrees to record a restriction on the Closing Date against the Restricted Property restricting the use of the Restricted Property from being used to own and/or operate an automotive repair facility. The restriction will include the following: (i) Seller will not conduct or operate an automotive repair facility on the Restricted Property; (ii) Seller will not allow any persons or entities affiliated with, controlled by or controlling Seller ("Seller Affiliates"), to conduct or operate an automotive repair facility on the Restricted Property; (iii) neither Seller nor any Seller Affiliates will allow any purchasers of the Restricted Property from Seller or any Seller Affiliates nor any of their grantees, successors, assigns, licensees, lessees or other occupants of the Restricted Property to conduct or operate an automotive repair facility on the Restricted Property; and (iv) neither Seller nor any Seller Affiliates will allow any lessees, licenses or other users of the Restricted Property to conduct or operate an automotive repair facility on the

Restricted Property.

This covenant will last and be fully enforceable as long as an automotive repair facility is being operated on the Fee Tract. Seller and Purchaser agree that the each of these restrictive covenants will run with the land and contain reasonable enforcement provisions and terms.

Section 24.

Counterparts. This Contract may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties. Each counterpart shall be deemed an original, but all counterparts must be construed together to constitute one and the same instrument.

IN WITNESS WHEREOF, this Contract is hereby executed as of the Effective Date.

SELLER:
NEW BRAUNFELS INVESTMENT JOINT VENTURE

By: OAKRUN REALTY, INC., a Texas corporation, its Managing Joint Venture Partner

By: _____
Edward Badouh, Jr., President

PURCHASER:
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION

By: _____
Mark A. Carr, President

EARNEST MONEY RECEIPT

Date: _____

GF#:
Buyer: Christian Brothers Automotive Corporation
Seller: New Braunfels Investment Joint Venture
Property: 0.81 acre_____, Comal County, Texas

Veritas Title Partners, L.P. ("Escrow Agent") hereby acknowledges receipt of $5,000.00 Earnest Money in the form of a _____representing (the "Earnest Money") deposited pursuant to the attached Contract. The Escrow Agent (i) has no liability on a check until the check has cleared, (ii) shall not be liable for any interest or other charge on the Earnest Money and shall be under no duty to invest or re-invest funds held by it at any time unless otherwise agreed in writing, and (iii) may receive financial benefits from depository institutions based, in whole or in part, on the maintenance of escrow deposits which may or may not include the Earnest Money described herein.

VERITAS TITLE PARTNERS, L.P. (*ESCROW AGENT*)

BY:_____
Name: _____
Title: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY
AND SELLER'S REMAINING LAND ADJACENT TO THE PROPERTY

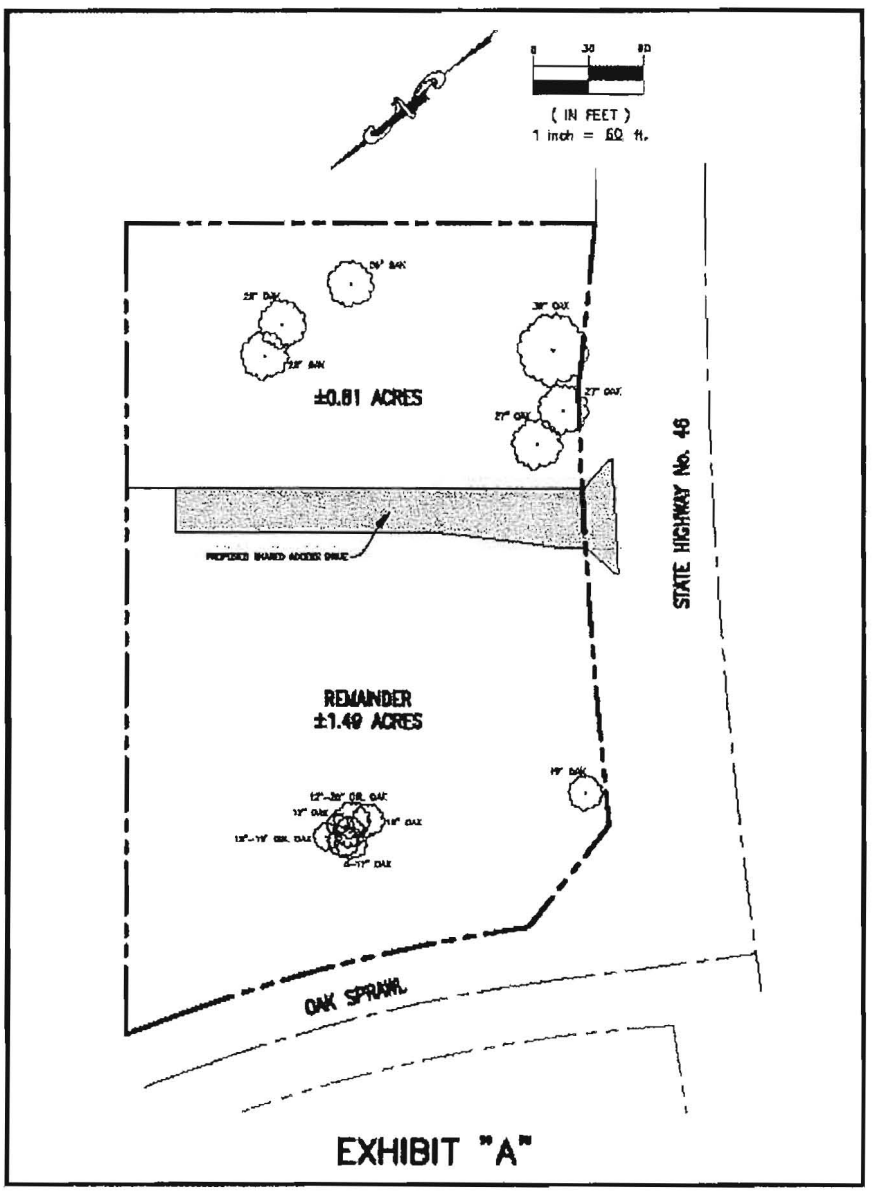


EXHIBIT "B"

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

THAT THE UNDERSIGNED, **NEW BRAUNFELS INVESTMENT JOINT VENTURE**, a Texas joint venture partnership ("Grantor"), with an address of 2501 Oak Run Parkway, New Braunfels, Texas 78132 for and in consideration of cash and other good and valuable consideration paid to Grantor by _____ ("Grantee"), with an address of _____ and a note of even date executed by Grantee, payable to _____ _____ (the "Lender") in the principal amount of _____ ($_____), with the note being secured by a vendor's lien retained and transferred to Lender in this deed and by a deed of trust of even date from Grantee to _____, Trustee for Lender, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, all of that certain real property in Comal County, Texas being more particularly described in **Exhibit "A"** attached hereto and made part hereof for all purposes (the "Property").

This conveyance is made and accepted subject to those certain matters set forth on **Exhibit "B"** attached hereto and made a part hereof for all purposes, and those certain covenants, conditions and restrictions set forth on **Exhibit "C"** attached hereto.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The vendor's lien against and superior title to the Property are retained and transferred, without recourse, to Lender until each note described is fully paid according to its terms, at which time this deed will become absolute.

Except for the express representations and warranties made by Grantor to Grantee in paragraph 7 of that certain Earnest Money Contract with respect to the sale of the Property to Grantee, which express representations and warranties shall survive the date hereof for one (1) year (collectively, the "Express Representations") and except for any representations and/or

warranties specifically made by Grantor in any other agreement, Grantor hereby specifically disclaims any other warranty, guaranty, or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, for any and all activities and uses which Grantee may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature and extent of any easement, right-of-way, restriction, license, reservation, entitlement, permit, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. EXCEPT FOR THE EXPRESS REPRESENTATIONS, IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN, GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. Grantee accepts the Property with the Property being in its present AS IS condition WITH ALL FAULTS.

GRANTEE ACKNOWLEDGES AND AGREES THAT EITHER GRANTEE IS OR HAS BEEN ENGAGED AND IS RELYING ON PERSONS WHO ARE EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT AND/OR OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE HAS INSPECTED THE PROPERTY OR CAUSED THE PROPERTY TO BE INSPECTED TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE), THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY); AND GRANTEE ACKNOWLEDGES THAT GRANTEE

IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY ATTRIBUTABLE TO THE PERIOD FROM AND AFTER THE DATE OF CLOSING. GRANTEE ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY THAT GRANTEE DISCOVERS OR DESIRES TO CORRECT OR IMPROVE AFTER THE CLOSING SHALL BE AT GRANTEE'S SOLE EXPENSE. EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS, GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BY THIS DEED. EXCEPT FOR EXPRESS REPRESENTATION BY GRANTOR, ANY REPAIRS PAID FOR BY GRANTOR, IF ANY, WERE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY GRANTOR, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS.

EXECUTED to be effective the 14th ~~day~~ of DECEMBER 2010.

GRANTOR:

NEW BRAUNFELS INVESTMENT JOINT VENTURE

By: OAKRUN REALTY, INC., a Texas corporation, its Managing Joint Venture Partner

By: _____
Edward Badouh, Jr., President

[Insert applicable notary acknowledgment.]

AFTER RECORDING, PLEASE RETURN TO:

_____

_____

_____

_____

Exhibit A to Special Warranty Deed With Vendor's Lien

Legal Description of the Property

Lot ___, Block ____, New City Block _____, _____ Commercial Subdivision, recorded in Book/Volume _____, Page _____, Deed and Plat Records, Comal County, Texas, in the City of New Braunfels, Comal County, Texas.

Exhibit B to Special Warranty Deed With Vendor's Lien

List of Permitted Exceptions

Exhibit C to Special Warranty Deed With Vendor's Lien

Covenants, Conditions and Restrictions

Grantor (hereinafter referred to as "NBIJV") and Grantee (hereinafter referred to as "CBAC") additionally agree that the Property (hereinafter referred to as the "CBAC Parcel") shall be conveyed subject the following covenants, conditions and restrictions (collectively, the "Restrictions"):

1. Parking. The CBAC Parcel shall be self-supporting with respect to parking and CBAC shall at all times provide sufficient parking within the CBAC Parcel to satisfy the number of parking space required by applicable governmental parking codes and regulations, without reliance on parking spaces on any other Parcel and without variance from any applicable law to lower the parking requirements.

2. Additional Prohibited Uses. Notwithstanding anything contained to the contrary herein, the CBAC Parcel shall not be used for the operation of (i) free standing bar where the primary business purpose is the sale of alcoholic beverages; (ii) sexually oriented business, including, but not limited to, an adult cabaret, adult novelty store, adult video store or an adult theatre; (iii) any manufacturing use which would discharge smoke, gas, fumes, or involve loud noise so that the manufacturing use is a public nuisance or disturbance, except where such use is for the purpose of constructing improvements; or (iv) a business establishment exclusively for an amusement parlor or games arcade or for tatoos.

3. Permitted Use. CBAC shall initially open and operate as an automotive repair facility (similar to those facilities currently operated by CBAC in the State of Texas) on the CBAC Parcel. CBAC may thereafter use the CBAC Parcel for any lawful, first-class use and for no other purposes, without the prior written consent of NBIJV.

4. Signage. No pylon or monument signs shall be erected on the CBAC Parcel except one (1) monument sign, which (i) shall not exceed ten (10') in height and (ii) shall be subject to the requirements of all applicable governmental authorities and subject to the approval of NBIJV pursuant to Section 5 below. The foregoing shall not be deemed to prohibit directional signage and markers or building fascia signs on the CBAC Parcel, provided that the same shall be subject to the requirements of all applicable governmental authorities and the approval of NBIJV pursuant to Section 5 below.

5. Architectural Controls.

(a) Approval of Improvements on CBAC Parcel. No Improvements shall be erected, constructed, placed, remodeled, demolished or altered on any portion of the CBAC Parcel (nor may any such Improvements be subsequently replaced, treated or repainted in a manner which materially alters the exterior appearance thereof) until plans and specifications therefor, in such form and detail as NBIJV may deem necessary, shall have been submitted to and approved in writing or shall have been deemed approved by the NBIJV as herein provided. As used herein the terms "Improvement" or "Improvements" shall mean and include any building, structure of any type, parking areas, loading areas, fences, walls, poles, driveways, monument sign, exterior lighting, changes in any exterior color or shape of any structure and any exterior construction or exterior improvement.

(b) Plans and Specifications. In order that NBIJV may give consideration to any proposed Improvements on the CBAC Parcel, such plans and specifications therefor must adequately describe the site plans, elevations and exterior materials, and other characters of the proposed Improvements.

(c) Failure of NBIJV to Act. NBIJV shall not unreasonably withhold, condition or delay approval of the plans and specifications for the improvements to the CBAC Parcel. If NBIJV fails to approve or to disapprove the plans and specifications or to reject them as being inadequate within fifteen (15) business days after submittal thereof, it shall be conclusively presumed that NBIJV has approved such plans and specifications. If plans and specifications are not sufficiently complete or are otherwise inadequate, NBIJV may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance, and shall identity with specificity any objectionable items.

(d) Limitation of Liability. NBIJV shall not be liable in damages or otherwise to anyone submitting plans and specifications for approval by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

6. Miscellaneous Provisions. The Restrictions shall be binding upon CBAC and its successors and assigns as to the CBAC Parcel, and these Restrictions shall inure to the benefit of NBIJV and its successors and assigns. Each covenant and restriction on the CBAC Parcel shall be a burden on the CBAC Parcel, shall be appurtenant to and for the benefit of NBIJV's adjacent land and shall run with the land. In the event of any violation or threatened violation by any person of these Restrictions, the parties hereto and any owner shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies available at law or in equity. These Restrictions shall be governed by the laws of the State of Texas and venue for any action hereunder shall be in Comal County, Texas. These Restrictions shall continue in full force and effect for a period of fifty (50) years following the date hereof and shall automatically renew for additional periods of five (5) years each unless cancelled prior to renewal by the written agreement of the

parties hereto, or their respective successors and assigns, recorded in the Real Property of Comal County, Texas.

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Edward Badouh, Jr.,
Print Name

President,
Title - Owner/President/Other

of Oak Run Realty, Inc. Managing Venture Partner
For: New Braunfels Investment Joint Venture,
Corporation/Partnership/Entity Name

have authorized Brian M. Cope
Print Name of Agent/Engineer

of Klein Engineering, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities. – For Project Area "2"

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Edward Balash II
Applicant's Signature

4-4-2011
Date

THE STATE OF Texas §

County of Comal §

BEFORE ME, the undersigned authority, on this day personally appeared Edward Balash II known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this 4th day of April, 2011.

NOTARY PUBLIC

REBECCA L. HILL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 28, 2012

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Texas Commission on Environmental Quality
Edwards Aquifer Protection Program
Application Fee Form

NAME OF PROPOSED REGULATED ENTITY: Christian Brothers Automotive – S.H. 46 & Oak Sprawl Rd.
REGULATED ENTITY LOCATION: East corner of S.H. 46 & Oak Sprawl Rd.
NAME OF CUSTOMER: Christian Brothers Automotive Corporation
CONTACT PERSON: Jonathan Wakefield PHONE: 832-598-0420
(Please Print)

Customer Reference Number (if issued): CN 600294029 (nine digits)

Regulated Entity Reference Number (if issued): RN _____ (nine digits)

Austin Regional Office (3373) ☐ Hays ☐ Travis ☐ Williamson

San Antonio Regional Office (3362) ☐ Bexar X Comal ☐ Medina ☐ Kinney ☐ Uvalde

Application fees must be paid by check, certified check, or money order, payable to the **Texas Commission on Environmental Quality**. Your canceled check will serve as your receipt. **This form must be submitted with your fee payment.** This payment is being submitted to (Check One):

☐ **Austin Regional Office**

☐ **Mailed to TCEQ**:
TCEQ – Cashier
Revenues Section
Mail Code 214
P.O. Box 13088
Austin, TX 78711-3088

X **San Antonio Regional Office**

☐ **Overnight Delivery to TCEQ**:
TCEQ - Cashier
12100 Park 35 Circle
Building A, 3rd Floor
Austin, TX 78753
512/239-0347

Site Location (Check All That Apply): X Recharge Zone ☐ Contributing Zone ☐ Transition Zone

Type of Plan	Size		Fee Due
Water Pollution Abatement Plan, Contributing Zone Plan: One Single Family Residential Dwelling		Acres	$
Water Pollution Abatement Plan, Contributing Zone Plan: Multiple Single Family Residential and Parks		Acres	$
Water Pollution Abatement Plan, Contributing Zone Plan: Non-residential	2.305	Acres	$4,000.00
Sewage Collection System		L.F.	$
Lift Stations without sewer lines		Acres	$
Underground or Aboveground Storage Tank Facility		Tanks	$
Piping System(s)(only)		Each	$
Exception		Each	$
Extension of Time		Each	$

Signature

4/18/2011
Date

If you have questions on how to fill out this form or about the Edwards Aquifer protection program, please contact us at 210/490-3096 for projects located in the San Antonio Region or 512/339-2929 for projects located in the Austin Region.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.

Texas Commission on Environmental Quality
Edwards Aquifer Protection Program
Application Fee Schedule
30 TAC Chapter 213 (effective 05/01/2008)

Water Pollution Abatement Plans and Modifications
Contributing Zone Plans and Modifications

PROJECT	PROJECT AREA IN ACRES	FEE
One Single Family Residential Dwelling	< 5	$650
Multiple Single Family Residential and Parks	< 5 5 < 10 10 < 40 40 < 100 100 < 500 ≥ 500	$1,500 $3,000 $4,000 $6,500 $8,000 $10,000
Non-residential (Commercial, industrial, institutional, multi-family residential, schools, and other sites where regulated activities will occur)	< 1 1 < 5 5 < 10 10 < 40 40 < 100 ≥ 100	$3,000 $4,000 $5,000 $6,500 $8,000 $10,000

Organized Sewage Collection Systems and Modifications

PROJECT	COST PER LINEAR FOOT	MINIMUM FEE MAXIMUM FEE
Sewage Collection Systems	$0.50	$650 - $6,500

Underground and Aboveground Storage Tank System Facility Plans and Modifications

PROJECT	COST PER TANK OR PIPING SYSTEM	MINIMUM FEE MAXIMUM FEE
Underground and Aboveground Storage Tank Facility	$650	$650 - $6,500

Exception Requests

PROJECT	FEE
Exception Request	$500

Extension of Time Requests

PROJECT	FEE
Extension of Time Request	$150

THE BACK OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES

Wells Fargo Bank, N.A.

004952

CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION
OPERATING I
15995 N. BARKERS LANDING, #145
HOUSTON, TEXAS 77079

11-24
1210

4/5/2011

PAY TO THE ORDER OF Texas Commission on Environmental Quality $ **4,000.00

Four Thousand and 00/100********** DOLLARS

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

MEMO NewBrnfels AbatePlan

AUTHORIZED SIGNATURE

HEAT SENSITIVE COLOR FADES WITH HEAT

⑈004952⑈ ⑆121000248⑆ 4122032840⑈

CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION

004952

Texas Commission on Environmental Quality 4/5/2011

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/5/2011	Bill	NewBrnfels AbatePlan	4,000.00	4,000.00		4,000.00
					Check Amount	4,000.00

Wells Fargo I NewBrnfels AbatePlan 4,000.00

9499

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. **Reason for Submission** *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. **Attachments** **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒ Yes ☐ No — New WPAP Application and attachments

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600294029		RN

SECTION II: Customer Information

5. **Effective Date for Customer Information Updates (mm/dd/yyyy)**

6. **Customer Role** (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐ Owner ☒ Operator ☐ Owner & Operator
☐ Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐ Other: _____

7. **General Customer Information**

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐ Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:	☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. **Customer Legal Name** *(If an individual, print last name first: ex: Doe, John)* *If new Customer, enter previous Customer below* *End Date:*

10. **Mailing Address:**

City	State	ZIP	ZIP + 4

11. **Country Mailing Information** *(if outside USA)*

12. **E-Mail Address** *(if applicable)*

13. **Telephone Number** ( ) -

14. **Extension or Code**

15. **Fax Number** *(if applicable)* ( ) -

16. **Federal Tax ID** *(9 digits)*

17. **TX State Franchise Tax ID** *(11 digits)*

18. **DUNS Number** *(if applicable)*

19. **TX SOS Filing Number** *(if applicable)*

20. **Number of Employees**

☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. **Independently Owned and Operated?**

☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. **General Regulated Entity Information** *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☒ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☐ No Change** *(See below)*

**If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. **Regulated Entity Name** *(name of the site where the regulated action is taking place)*

Christian Brothers Automotive - S.H. 46 & Oak Sprawl Rd.

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*	No street address							
	City	New Braunfels	State	TX	ZIP		ZIP + 4	
25. Mailing Address:	Christian Brothers Automotive Corporation							
	15995 N. Barkers Landing							
	City	Houston	State	TX	ZIP	77079	ZIP + 4	

26. E-Mail Address:	jwakefield@cbac.com

27. Telephone Number	28. Extension or Code	29. Fax Number *(if applicable)*
(832) 598-0420		(832) 598-0420

30. Primary SIC Code (4 digits)	31. Secondary SIC Code (4 digits)	32. Primary NAICS Code (5 or 6 digits)	33. Secondary NAICS Code (5 or 6 digits)
7538		811111	

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Mechanical and computerized vehicle repair

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Project site is located at the east corner of the intersection of S.H. 46 and Oak Sprawl Rd.

36. Nearest City	County	State	Nearest ZIP Code
New Braunfels	Comal	TX	78132

37. Latitude (N) In Decimal:	29.718917548022702	38. Longitude (W) In Decimal:	-98.1619244813919

Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
29	43	8.1042	-98	9	42.9258

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☒ Edwards Aquifer	☐ Industrial Hazardous Waste	☐ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Brian M. Cope	41. Title:	Project Engineer

42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(210) 828-7070		(210) 828-7076	bcope@kleinengineering.com

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Klein Engineering, Inc.	Job Title:	Project Engineer	
Name *(In Print)* :	Brian M. Cope, P.E.		Phone:	(210) 828-7070
Signature:	Brian M. Cope P.E.		Date:	4/18/2011