

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

September 4, 2015

RECEIVED

SEP 15 2015

COUNTY ENGINEER

Ms. Karen Dietz
Twin Oaks Pantermuehl Ranch, LLC
1677 Hoffman Lane
New Braunfels, Texas 78132

Re: Edwards Aquifer, Comal County

NAME OF PROJECT: **North Greune STX**; Located on the east side of FM 306 approximately 1.35 miles south of Hoffman Lane; 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

Additional ID No.: 13-15061201; Investigation No. 1259143; Regulated Entity No. RN108450305

Dear Ms. Dietz:

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 Thompson Land Engineering, LLC on behalf of Twin Oaks Pantermuehl Ranch, LLC on June 12, 2015. Final review of the WPAP was completed after additional material was received on August 19, 2015. As presented to the TCEQ, the Temporary and Permanent Best Management Practices (BMPs) were selected 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 0.508 acres. It will include construction of an access road, a cell tower, and associated utilities. The impervious cover will be 0.27 acres (53.1 percent). No wastewater will be generated by this project.

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 vegetative filter strip (VFS), 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 (and provided) total suspended solids (TSS) treatment for this project is 242 pounds of TSS generated from the 0.27 acres of impervious cover. The approved measures meet the required 80 percent removal of the increased load in TSS caused by the project.

The VFS shall have a uniform slope of less than 20 percent and vegetated cover of at least 80 percent which will extend along the entire length of the contributing area and will be free of gullies or rills that can concentrate overland flow. The contributing area shall be relatively flat to evenly distribute runoff. The impervious cover in the direction of flow shall not exceed 72 feet.

GEOLOGY

According to the geologic assessment included with the application, the site is located within the Dolomitic member of the Kainer Formation. The site has one geologic feature, a non-sensitive closed depression. The San Antonio Regional Office site assessment conducted on July 10, 2015 indicated that the site was in general conformance with the application.

SPECIAL CONDITION

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

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 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 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.

This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality. If you have any questions or require additional information, please contact Michael Isley, P.E., of the Edwards Aquifer Protection Program of the San Antonio Regional Office at 210-410-4057.

Sincerely,



Lynn Bumguardner, Water Section Manager
San Antonio Region Office
Texas Commission on Environmental Quality

LMB/MI/eg

Enclosure: Deed Recordation Affidavit, Form TCEQ-0625
Change in Responsibility for Maintenance of Permanent BMPs, Form TCEQ-10263

cc: Mr. Robert Thompson, P.E., Thompson Land Engineering
Mr. Thomas Hornseth, P.E., Comal County
Mr. Roland Ruiz, Edwards Aquifer Authority
Mr. Charles Thomas, P.E., City of New Braunfels
TCEQ Central Records, Building F, MC 212



THOMPSON LAND ENGINEERING, LLC

Land Planning, Site Design, Subdivision Engineering

August 17, 2015

Texas Commission on Environmental Quality (TCEQ)
Michael Isley, P.E.
TCEQ – San Antonio Region – Edwards Aquifer Protection Program
14250 Judson Road
San Antonio, Texas 78233
Office: 210-403-4035 / Fax: 210-545-4329

RE: Response to Comments (Update #1)
North Gruene STX
San Antonio File No. RN108450305 - Additional ID No. 13-15061201

RECEIVED TCEQ
SAN ANTONIO
REGION
2015 AUG 19 PM 2:06

Dear Mr. Isley,

The following is our responses to the comments that were provided for this project:

1. The calculations have been adjusted on the plans to only show “block one” of the TCEQ TSS Removal Calculations, since Vegetative Filter Strips (VFS) will provide the required 80% TSS removal, when they are designed according to the TCEQ Technical Guidance Manual.
2. The driveway apron is now graded to show it sloping towards the onsite VFS.

We are including one original and four copies of the amended materials to supplement the WPAP application. We hope that you concur that this information is complete and sufficient. Please contact me at 512-328-0002 or at ric@tleng.net, if you have any questions.

Sincerely,

Robert C. (Ric) Thompson, P.E.
M.S., C.F.M., C.P.E.S.C.

RECEIVED

AUG 31 2015

COUNTY ENGINEER

PARENT TRACT
OVERVIEW NOT TO SCALE

TWIN OAKS PANTERMUEHL RANCH, LLC
TRACT ONE 240.6 ACRES
DOC. NO. 201206032236
V. 289, P. 429 FOR DECRIPTION

LESSEE
LEASE AREA
(PROJECT LOCATION)

H.A. KUEHLEM
SURVEY COMPANY

14350 NORTHBROOK DRIVE
SUITE 130
SAN ANTONIO,
TEXAS 78232

PHONE: (210) 490-7847
FAX (210) 490-7857
FIRM REGISTRATION
NO. 100595-00

BEING A 0.229 OF AN ACRE LEASE SITE OVER AND
ACROSS A PORTION OF THAT 240.6 ACRE TRACT CALLED FIRST CONVEYED TO
TWIN OAKS PANTERMUEHL RANCH, LLC, BY DEED RECORDED IN DOCUMENT NO. 201206032236,
OUT OF THE FRANCIS FREY SURVEY 5, ABSTRACT 164, THE
ORILLA RUSSELL SURVEY 2, ABSTRACT 485 AND THE DANIEL BRADFORD
SURVEY 9, ABSTRACT 36,
COMAL COUNTY, TEXAS.

VICINITY MAP



SHEET INDEX

1. OVERALL SITE PLAN
2. GRADING, DRAINAGE & EROSION CONTROL PLANS
3. TCEQ NOTES AND DETAILS

PROJECT INFORMATION

SITE NAME: NORTH GRUENE STX
OWNERS NAME: TWIN OAKS PANTERMUEHL RANCH, LLC
SITE ADDRESS: FM 306
NEW BRAUNFELS, TEXAS 78132
911 ADDRESS:
LATITUDE: 29°46' 35.802"
LONGITUDE: 98°06' 11.869"
GROUND ELEVATION: 826.2

NOTES:
1. ALL ELEVATIONS ARE MEAN SEA LEVEL (NORTH AMERICAN VERTICAL DATUM OF 1988)
2. THIS SURVEY WAS PERFORMED ACCORDING TO TEXAS ABSTRACT SERVICES ABSTRACTOR'S CERTIFICATE DATED JUNE 19, 2014
3. BEARINGS BASED ON TEXAS STATE PLANE SOUTH CENTRAL ZONE (NAD 83).

Texas Commission on Environmental Quality

TSS Removal Calculations 04-20-2009

Project Name: North Gruene STX
Date Prepared: 3/6/2015
Date Revised:

1. The Required Load Reduction for the total project:

Calculations from RG-348

Pages 3-27 to 3-30

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

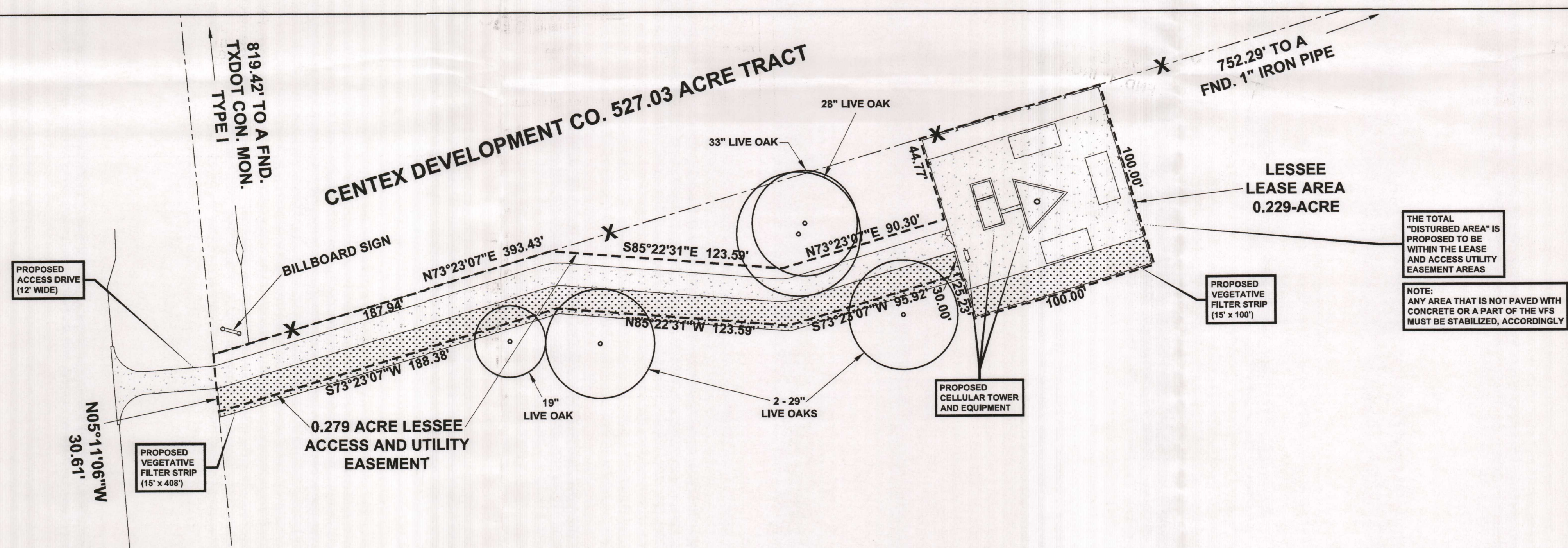
where: L_M TOTAL PROJECT = Required TSS removal resulting from the proposed development = 80% of increased load
 A_N = Net increase in impervious area for the project
 P = Average annual precipitation, inches

Site Data: Determine Required Load Removal Based on the Entire Project
County = Comal
Total project area included in plan = 0.51 acres
Predevelopment impervious area within the limits of the plan = 0.00 acres
Total post-development impervious area within the limits of the plan = 0.12 acres
Total post-development impervious cover fraction = 0.23
 P = 33 inches

L_M TOTAL PROJECT = 106 lbs.

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

Number of drainage basins / outfalls areas leaving the plan area = 1



BEARINGS BASED ON TEXAS STATE PLANE
SOUTH CENTRAL ZONE (NAD 83)

LEGEND

| | | | |
|--|--|--|--|
| | EXISTING WIRE FENCE (ALONG PROPERTY LINE) | | PROPOSED CHAIN-LINKED FENCE (AROUND LEASE AREA) |
| | EXISTING TREES | | PROPOSED IMPERVIOUS COVER |
| | PROPOSED CELLULAR TOWER | | PROPOSED VEGETATIVE FILTER STRIP |

SCALE: 1" = 40'

1 OVERALL SITE PLAN LAYOUT

SCALE: 1" = 40'

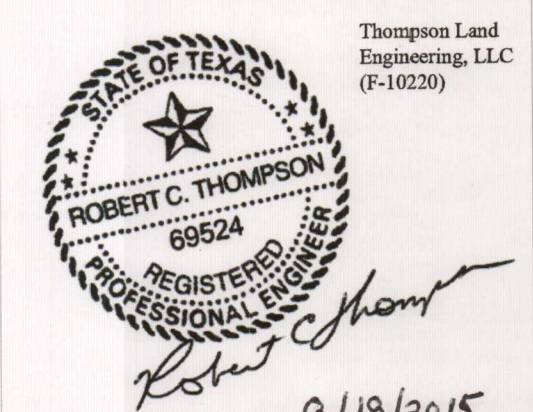
THOMPSON LAND ENGINEERING, LLC

Land Planning, Site Design, Subdivision Engineering
P.O. Box 160062, Austin, Texas 78716 (512) 328-0002
email: rlc@tleng.net
www.tleng.net

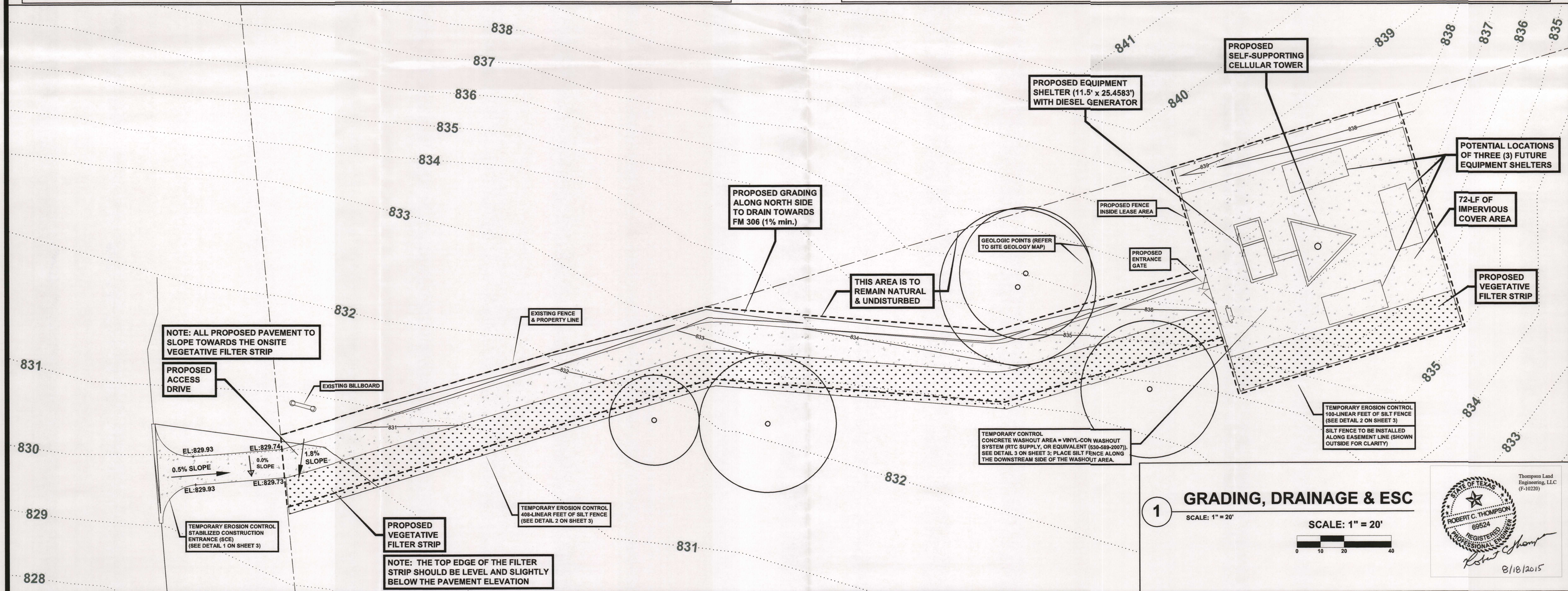
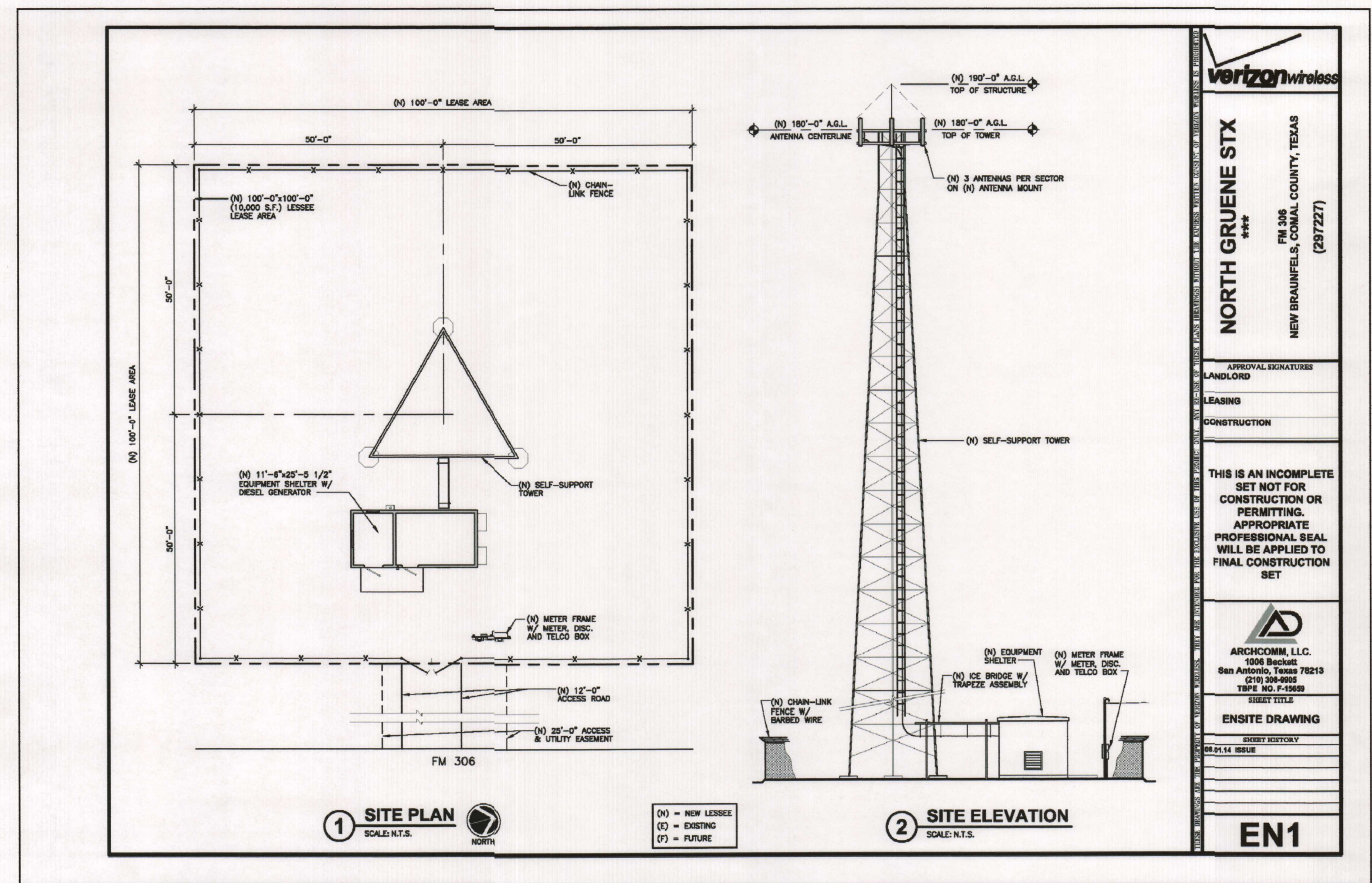
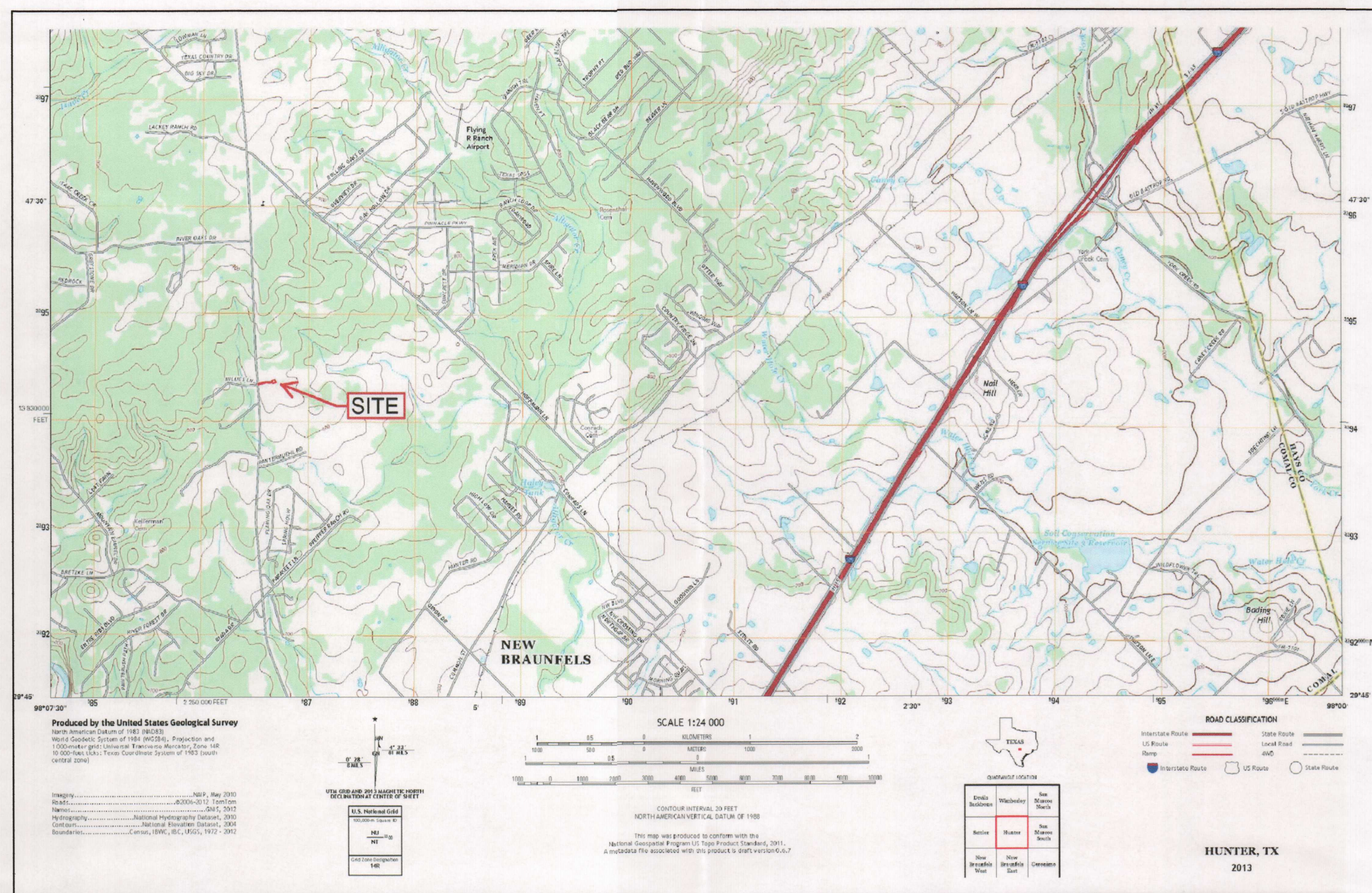
NORTH GRUENE STX

FM 306, NEW BRAUNFELS, TX 78132

OVERALL SITE PLAN



DATE ISSUED: JUNE, 2015
DESIGNED BY: RCT
DRAFTED BY:
JOB NUMBER: 1386
SHEET: 1 OF 3



Bryan W. Shaw, Ph.D., *Chairman*
Toby Baker, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 12, 2015

RECEIVED

JUN 17 2015

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

COUNTY ENGINEER

Re: PROJECT NAME: **North Gruene STX**, located on the east side of FM 306,
approximately 1.35 miles south of Hoffmann Lane, New Braunfels, Texas

PLAN TYPE: Application for a **Water Pollution Abatement Plan (WPAP)**, 30 Texas
Administration Code (TAC) Chapter 213; Edwards Aquifer Protection Program

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. More information regarding this project may be obtained from the TCEQ Central Registry website at http://www.tceq.state.tx.us/permitting/central_registry/.

Please forward your comments to this office by July 12, 2015.

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

A handwritten signature in blue ink, appearing to read "Todd Jones".

Todd Jones
Water Section Work Leader
San Antonio Regional Office

TJ/eg

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
(TCEQ)

TCEQ-R13

JUN 12 2015

SAN ANTONIO

WATER POLLUTION ABATEMENT PLAN
(WPAP)

RECEIVED

JUN 17 2015

COUNTY ENGINEER

NORTH GRUENE STX

0.508-acre site

Located on east side of FM 306, approximately 1.35-miles south of Hoffmann Lane
New Braunfels, Texas 78132



Prepared for:

Twin Oaks Pantermuehl Ranch, LLC
1677 Hoffmann Lane
New Braunfels, Texas 78132

Prepared by:

Mr. Robert Thompson, P.E.
Thompson Land Engineering, LLC
904 N Cuernavaca DR
Austin, Texas 78733

May 2015

Water Pollution Abatement Plan Checklist

- **Edwards Aquifer Application Cover Page (TCEQ-20705)**
- **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
 - Attachment C - Suitability Letter from Authorized Agent (if OSSF is proposed)
 - 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
 - Attachment E - Request to Temporarily Seal a Feature, if sealing a feature
 - Attachment F - Structural Practices
 - Attachment G - Drainage Area Map
 - 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)**
 - 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
 - Attachment E - Request to Seal Features (if sealing a feature)
 - Attachment F - Construction Plans
 - Attachment G - Inspection, Maintenance, Repair and Retrofit Plan
 - 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)**

Texas Commission on Environmental Quality

Edwards Aquifer Application Cover Page

Our Review of Your Application

The Edwards Aquifer Program staff conducts an administrative and technical review of all applications. The turnaround time for administrative review can be up to 30 days as outlined in 30 TAC 213.4(e). Generally administrative completeness is determined during the intake meeting or within a few days of receipt. The turnaround time for technical review of an administratively complete Edwards Aquifer application is 90 days as outlined in 30 TAC 213.4(e). Please know that the review and approval time is directly impacted by the quality and completeness of the initial application that is received. In order to conduct a timely review, it is imperative that the information provided in an Edwards Aquifer application include final plans, be accurate, complete, and in compliance with 30 TAC 213.

Administrative Review

1. Edwards Aquifer applications must be deemed administratively complete before a technical review can begin. To be considered administratively complete, the application must contain completed forms and attachments, provide the requested information, and meet all the site plan requirements. The submitted application and plan sheets should be final plans. Please submit one full-size set of plan sheets with the original application, and half-size sets with the additional copies.

To ensure that all applicable documents are included in the application, the program has developed tools to guide you and web pages to provide all forms, checklists, and guidance. Please visit the below website for assistance: <http://www.tceq.texas.gov/field/eapp>.

2. This Edwards Aquifer Application Cover Page form (certified by the applicant or agent) must be included in the application and brought to the administrative review meeting.
3. Administrative reviews are scheduled with program staff who will conduct the review. Applicants or their authorized agent should call the appropriate regional office, according to the county in which the project is located, to schedule a review. The average meeting time is one hour.
4. In the meeting, the application is examined for administrative completeness. Deficiencies will be noted by staff and emailed or faxed to the applicant and authorized agent at the end of the meeting, or shortly after. Administrative deficiencies will cause the application to be deemed incomplete and returned.

An appointment should be made to resubmit the application. The application is re-examined to ensure all deficiencies are resolved. The application will only be deemed administratively complete when all administrative deficiencies are addressed.

5. If an application is received by mail, courier service, or otherwise submitted without a review meeting, the administrative review will be conducted within 30 days. The applicant and agent will be contacted with the results of the administrative review. If the application is found to be administratively incomplete, it can be retrieved from the regional office or returned by regular mail. If returned by mail, the regional office may require arrangements for return shipping.
6. If the geologic assessment was completed before October 1, 2004 and the site contains "possibly sensitive" features, the assessment must be updated in accordance with the *Instructions to Geologists* (TCEQ-0585 Instructions).

Technical Review

1. When an application is deemed administratively complete, the technical review period begins. The regional office will distribute copies of the application to the identified affected city, county, and groundwater conservation district whose jurisdiction includes the subject site. These entities and the public have 30 days to provide comments on the application to the regional office. All comments received are reviewed by TCEQ.

2. A site assessment is usually conducted as part of the technical review, to evaluate the geologic assessment and observe existing site conditions. The site must be accessible to our staff. The site boundaries should be clearly marked, features identified in the geologic assessment should be flagged, roadways marked and the alignment of the Sewage Collection System and manholes should be staked at the time the application is submitted. If the site is not marked the application may be returned.
3. We evaluate the application for technical completeness and contact the applicant and agent via Notice of Deficiency (NOD) to request additional information and identify technical deficiencies. There are two deficiency response periods available to the applicant. There are 14 days to resolve deficiencies noted in the first NOD. If a second NOD is issued, there is an additional 14 days to resolve deficiencies. If the response to the second notice is not received, is incomplete or inadequate, or provides new information that is incomplete or inadequate, the application must be withdrawn or if not withdrawn the application will be denied and the application fee will be forfeited.
4. The program has 90 calendar days to complete the technical review of the application. If the application is technically adequate, such that it complies with the Edwards Aquifer rules, and is protective of the Edwards Aquifer during and after construction, an approval letter will be issued. Construction or other regulated activity may not begin until an approval is issued.

Mid-Review Modifications

It is important to have final site plans prior to beginning the permitting process with TCEQ to avoid delays.

Occasionally, circumstances arise where you may have significant design and/or site plan changes after your Edwards Aquifer application has been deemed administratively complete by TCEQ. This is considered a "Mid-Review Modification". Mid-Review Modifications may require redistribution of an application that includes the proposed modifications for public comment.

If you are proposing a Mid-Review Modification, two options are available to you:

- You can withdraw your application, and your fees will be refunded or credited for a resubmittal.
- TCEQ can continue the technical review of the application as it was submitted, and a modification application can be submitted at a later time.

If the application is withdrawn, the resubmitted application will be subject to the administrative and technical review processes and will be treated as a new application. The application will be redistributed to the effected jurisdictions.

Please contact the regional office if you have questions. If your project is located in Williamson, Travis, or Hays County, contact TCEQ's Austin Regional Office at 512-339-2929. If your project is in Comal, Bexar, Medina, Uvalde, or Kinney County, contact TCEQ's San Antonio Regional Office at 210-490-3096

Please fill out all required fields below and submit with your application.

| | | | | | | | |
|--|---------------------------------------|--|---------------------------|---------------------------------|---------------------------|---------------------------------|---------------------------|
| 1. Regulated Entity Name: North Gruene STX | | | | 2. Regulated Entity No.: | | | |
| 3. Customer Name: Twin Oaks Pantuermuehl Ranch, LLC | | | | 4. Customer No.: | | | |
| 5. Project Type: (Please circle/check one) | <input checked="" type="radio"/> New | <input type="radio"/> Modification | | <input type="radio"/> Extension | | <input type="radio"/> Exception | |
| 6. Plan Type: (Please circle/check one) | <input checked="" type="radio"/> WPAP | <input type="radio"/> CZP | <input type="radio"/> SCS | <input type="radio"/> UST | <input type="radio"/> AST | <input type="radio"/> EXP | <input type="radio"/> EXT |
| 7. Land Use: (Please circle/check one) | <input type="radio"/> Residential | <input checked="" type="radio"/> Non-residential | | | 8. Site (acres): | | 0.508 |
| 9. Application Fee: | \$3,000 | 10. Permanent BMP(s): | | | Vegetative filter strips | | |
| 11. SCS (Linear Ft.): | N/A | 12. AST/UST (No. Tanks): | | | N/A | | |
| 13. County: | Comal | 14. Watershed: | | | Alligator Creek | | |

Application Distribution

Instructions: Use the table below to determine the number of applications required. One original and one copy of the application, plus additional copies (as needed) for each affected incorporated city, county, and groundwater conservation district are required. Linear projects or large projects, which cross into multiple jurisdictions, can require additional copies. Refer to the "Texas Groundwater Conservation Districts within the EAPP Boundaries" map found at:

http://www.tceq.texas.gov/assets/public/compliance/field_ops/eapp/EAPP%20GWCD%20map.pdf

For more detailed boundaries, please contact the conservation district directly.

| Austin Region | | | |
|--------------------------------------|---|--|---|
| County: | Hays | Travis | Williamson |
| Original (1 req.) | — | — | — |
| Region (1 req.) | — | — | — |
| County(ies) | — | — | — |
| Groundwater Conservation District(s) | <input type="checkbox"/> Edwards Aquifer Authority <input type="checkbox"/> Barton Springs/ Edwards Aquifer <input type="checkbox"/> Hays Trinity <input type="checkbox"/> Plum Creek | <input type="checkbox"/> Barton Springs/ Edwards Aquifer | NA |
| City(ies) Jurisdiction | <input type="checkbox"/> Austin <input type="checkbox"/> Buda <input type="checkbox"/> Dripping Springs <input type="checkbox"/> Kyle <input type="checkbox"/> Mountain City <input type="checkbox"/> San Marcos <input type="checkbox"/> Wimberley <input type="checkbox"/> Woodcreek | <input type="checkbox"/> Austin <input type="checkbox"/> Bee Cave <input type="checkbox"/> Pflugerville <input type="checkbox"/> Rollingwood <input type="checkbox"/> Round Rock <input type="checkbox"/> Sunset Valley <input type="checkbox"/> West Lake Hills | <input type="checkbox"/> Austin <input type="checkbox"/> Cedar Park <input type="checkbox"/> Florence <input type="checkbox"/> Georgetown <input type="checkbox"/> Jerrell <input type="checkbox"/> Leander <input type="checkbox"/> Liberty Hill <input type="checkbox"/> Pflugerville <input type="checkbox"/> Round Rock |

| San Antonio Region | | | | | |
|--------------------------------------|---|---|---------------------------------|---|-------------------------------------|
| County: | Bexar | Comal | Kinney | Medina | Uvalde |
| Original (1 req.) | — | <input checked="" type="checkbox"/> | — | — | — |
| Region (1 req.) | — | <input checked="" type="checkbox"/> | — | — | — |
| County(ies) | — | <input checked="" type="checkbox"/> | — | — | — |
| Groundwater Conservation District(s) | <input type="checkbox"/> Edwards Aquifer Authority <input type="checkbox"/> Trinity-Glen Rose | <input checked="" type="checkbox"/> Edwards Aquifer Authority | <input type="checkbox"/> Kinney | <input type="checkbox"/> EAA Medina | <input type="checkbox"/> EAA Uvalde |
| City(ies) Jurisdiction | <input type="checkbox"/> Castle Hills <input type="checkbox"/> Fair Oaks Ranch <input type="checkbox"/> Helotes <input type="checkbox"/> Hill Country Village <input type="checkbox"/> Hollywood Park <input type="checkbox"/> San Antonio (SAWS) <input type="checkbox"/> Shavano Park | <input type="checkbox"/> Bulverde <input type="checkbox"/> Fair Oaks Ranch <input type="checkbox"/> Garden Ridge <input checked="" type="checkbox"/> New Braunfels <input type="checkbox"/> Schertz | NA | <input type="checkbox"/> San Antonio ETJ (SAWS) | NA |

I certify that to the best of my knowledge, that the application is complete and accurate. This application is hereby submitted to TCEQ for administrative review and technical review.

Robert Thompson

Print Name of Customer/Authorized Agent

Robert Thompson

5-26-15

Signature of Customer/Authorized Agent

Date

****FOR TCEQ INTERNAL USE ONLY****

| | | | |
|---|--|---------------------------------|------------------------------|
| Date(s) Reviewed: | | Date Administratively Complete: | |
| Received From: | | Correct Number of Copies: | |
| Received By: | | Distribution Date: | |
| EAPP File Number: | | Complex: | |
| Admin. Review(s) (No.): | | No. AR Rounds: | |
| Delinquent Fees (Y/N): | | Review Time Spent: | |
| Lat./Long. Verified: | | SOS Customer Verification: | |
| Agent Authorization Complete/Notarized (Y/N): | | Fee Check: | Payable to TCEQ (Y/N): |
| Core Data Form Complete (Y/N): | | | Signed (Y/N): |
| Core Data Form Incomplete Nos.: | | | Less than 90 days old (Y/N): |

General Information Form

Texas Commission on Environmental Quality

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

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

Signature

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:

Print Name of Customer/Agent: Robert C. Thompson

Date: June 11, 2015

Signature of Customer/Agent:



Project Information

1. Regulated Entity Name: North Gruene STX
2. County: Comal
3. Stream Basin: Alligator Creek
4. Groundwater Conservation District (If applicable): n/a
5. Edwards Aquifer Zone:

- ☒ Recharge Zone
☐ Transition Zone

6. Plan Type:

- ☒ WPAP
☐ SCS
☐ Modification

- ☐ AST
☐ UST
☐ Exception Request

7. Customer (Applicant):

Contact Person: Karen P. Dietz
Entity: Twin Oaks Pantermuehl Ranch, LLC
Mailing Address: 1677 Hoffmann Lane
City, State: New Braunfels, Texas
Telephone: (830) 626-6833
Email Address: karenpdietz@gmail.com

Zip: 78132
FAX: n/a

8. Agent/Representative (If any):

Contact Person: Robert C. Thompson
Entity: Thompson Land Engineering, LLC
Mailing Address: 904 N Cuernavaca Drive
City, State: Austin, Texas
Telephone: (512) 328-0002
Email Address: ric@tleng.net

Zip: 78733
FAX: (512) 328-1112

9. Project Location:

- ☒ The project site is located inside the city limits of New Braunfels.
- ☒ The project site is located outside the city limits but inside the ETJ (extra-territorial jurisdiction) of New Braunfels.
- ☐ The project site is not located within any city's limits or ETJ.

10. ☒ 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 site is located on the east side of FM 306, approximately 1.35-miles south of Hoffman Lane.

11. ☒ **Attachment A – Road Map.** A road map showing directions to and the location of the project site is attached. The project location and site boundaries are clearly shown on the map.

12. ☒ **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. The map(s) clearly show:

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

13. ☒ **The TCEQ must be able to inspect the project site or the application will be returned.** 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.

☒ Survey staking will be completed by this date: June 2, 2014

14. ☐ **Attachment C – Project Description.** Attached at the end of this form is a detailed narrative description of the proposed project. The project description is consistent throughout the application and contains, at a minimum, the following details:

- ☒ Area of the site
- ☒ Offsite areas
- ☒ Impervious cover
- ☒ Permanent BMP(s)
- ☒ Proposed site use
- ☒ Site history
- ☒ Previous development
- ☒ Area(s) to be demolished

15. Existing project site conditions are noted below:

- ☐ Existing commercial site
- ☐ Existing industrial site
- ☐ Existing residential site
- ☐ Existing paved and/or unpaved roads
- ☐ Undeveloped (Cleared)
- ☒ Undeveloped (Undisturbed/Uncleared)
- ☐ Other: _____

Prohibited Activities

16. ☒ 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).
- (6) New municipal and industrial wastewater discharges into or adjacent to water in the state that would create additional pollutant loading.

17. ☒ 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

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

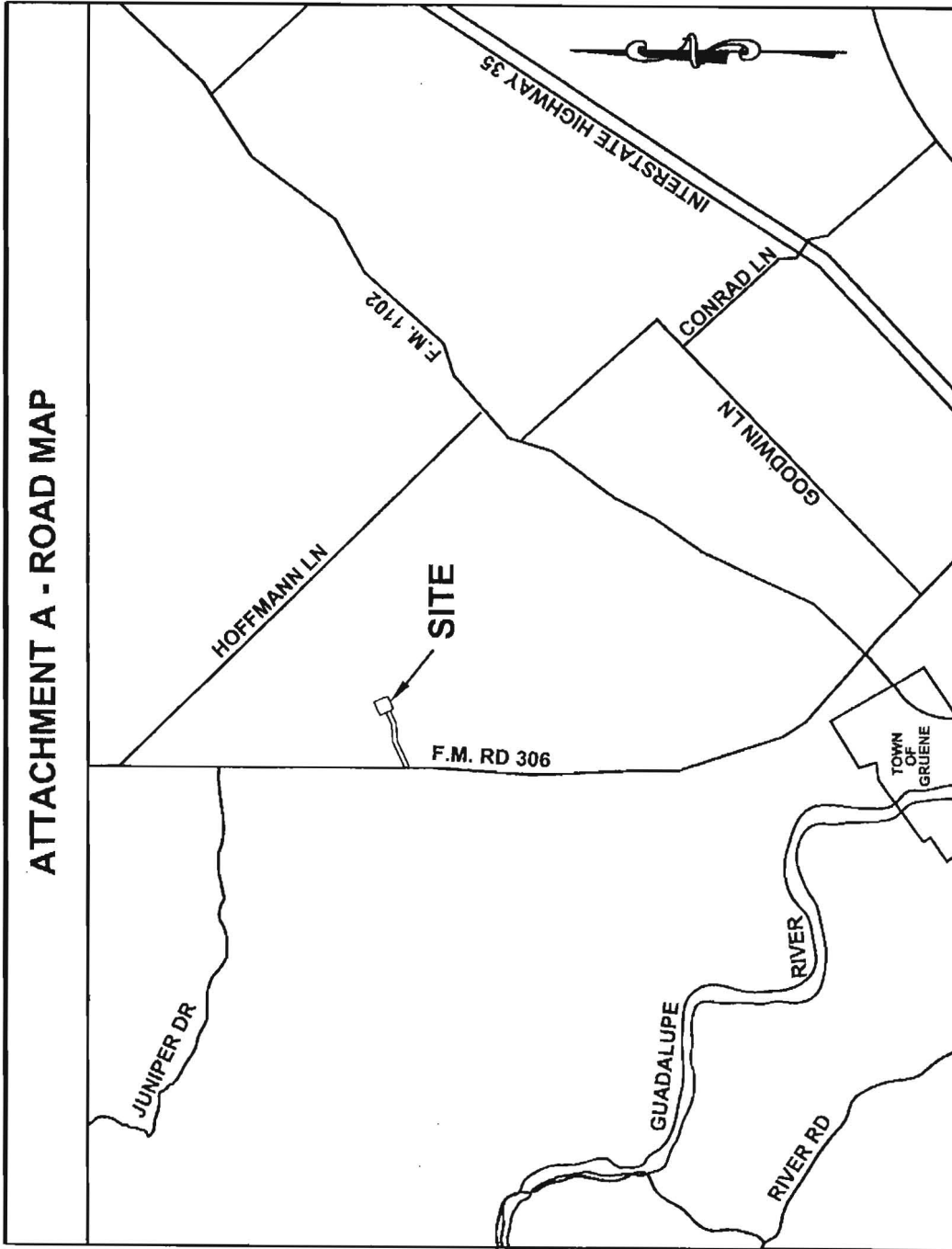
- ☒ For a Water Pollution Abatement Plan or Modification, the total acreage of the site where regulated activities will occur.
- ☐ For an Organized Sewage Collection System Plan or Modification, the total linear footage of all collection system lines.
- ☐ For a UST Facility Plan or Modification or an AST Facility Plan or Modification, 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.

19. ☒ 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)
- ☒ San Antonio Regional Office (for projects in Bexar, Comal, Kinney, Medina, and Uvalde Counties)

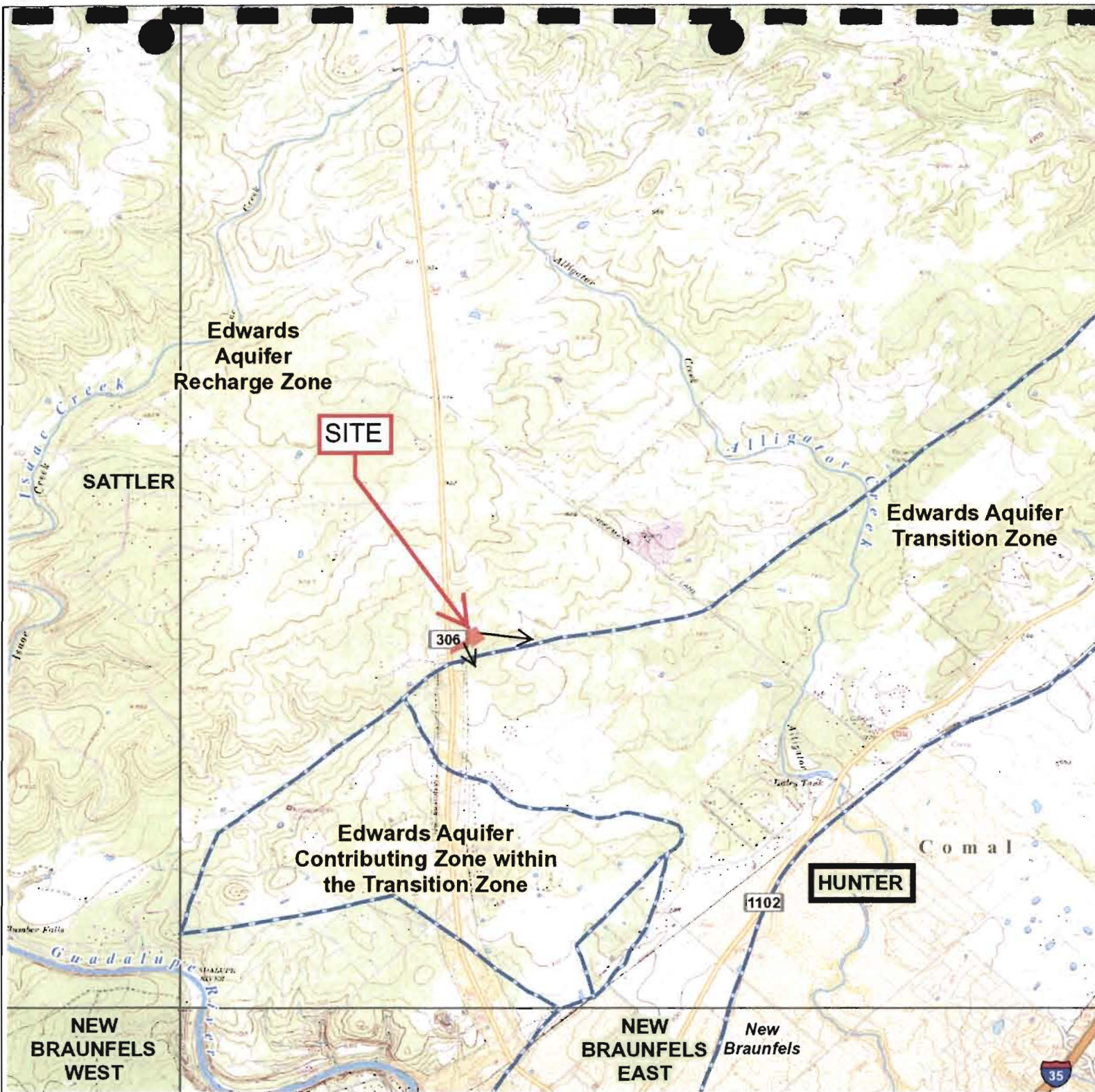
20. ☒ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies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

21. ☒ 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.

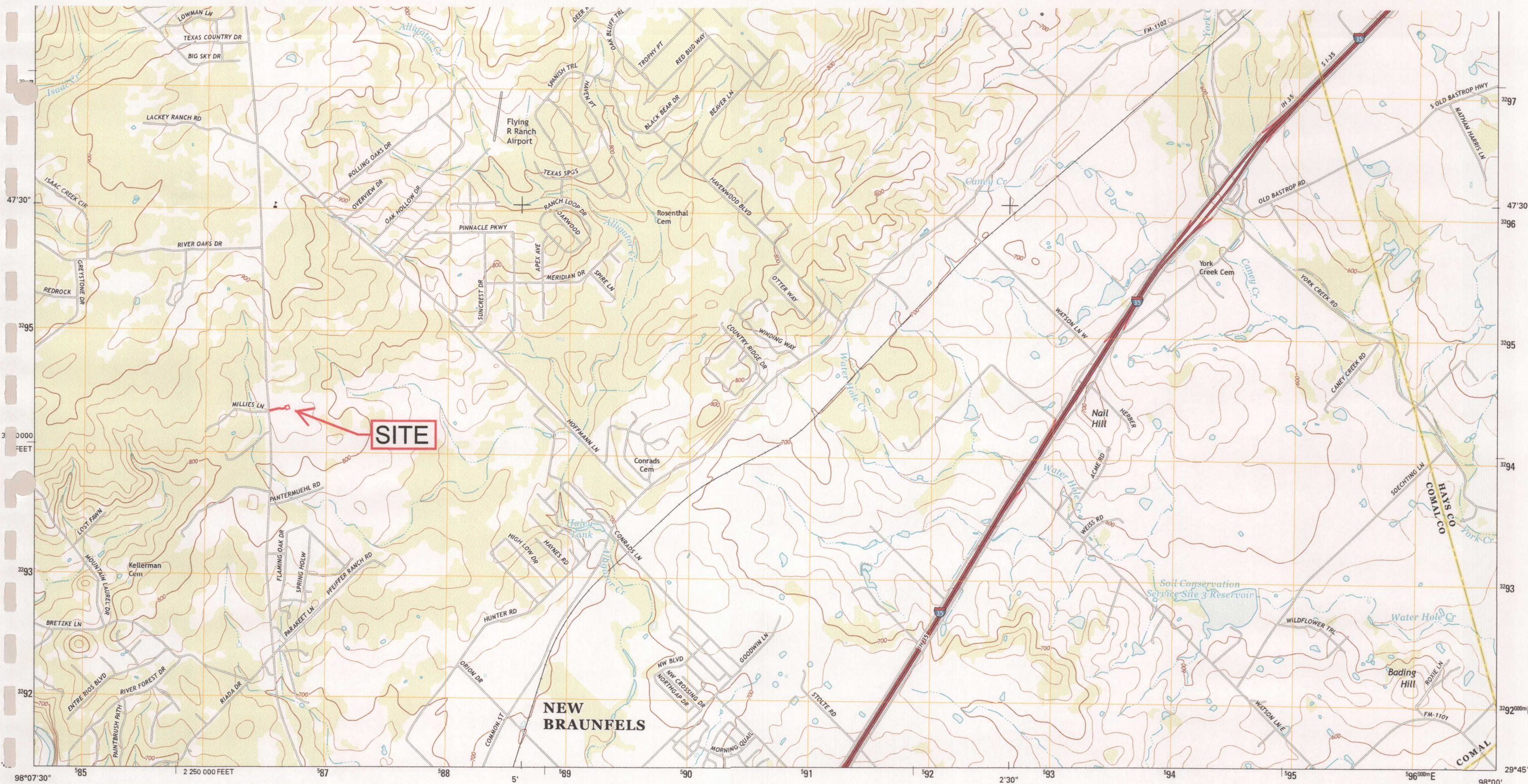


Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Tx 78711-3087
For more information concerning this map,
please contact the Field Operations Support Division
at (512) 239-1716 03/06/2015

**TCEQ - Edwards Aquifer Recharge
Zone Map**

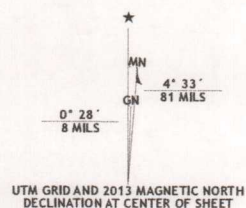


This map was generated by the Field Operations Support Division of the Texas Commission on Environmental Quality. This product is for informational purposes and is not intended for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

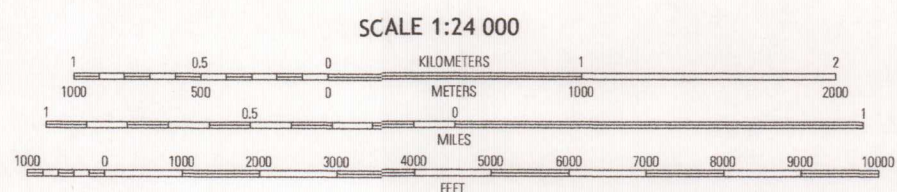


Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 14R
10 000-foot ticks: Texas Coordinate System of 1983 (south
central zone)

Imagery.....NAIP, May 2010
Roads.....©2006-2012 TomTom
Names.....GNIS, 2012
Hydrography.....National Hydrography Dataset, 2010
Contours.....National Elevation Dataset, 2004
Boundaries.....Census, IBWC, IBC, USGS, 1972 - 2012



| U.S. National Grid | |
|-----------------------|------|
| 100,000-m Square ID | |
| NU | 7100 |
| NT | |
| Grid Zone Designation | |
| 14R | |



CONTOUR INTERVAL 20 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.7



| QUADRANGLE LOCATION | | |
|---------------------|--------------------|------------------|
| Devils Backbone | Wimberley | San Marcos North |
| Sattler | Hunter | San Marcos South |
| New Braunfels West | New Braunfels East | Geranimo |

| ROAD CLASSIFICATION | | |
|---------------------|-------------|--|
| Interstate Route | State Route | |
| US Route | Local Road | |
| Ramp | 4WD | |
| | | |

HUNTER, TX
2013

ATTACHMENT C – PROJECT DESCRIPTION

This water pollution abatement plan (WPAP) application is being submitted for the proposed construction within a 0.508-acre easement area in Comal County (City of New Braunfels' ETJ). The proposed construction includes the addition of a self-supporting cellular tower, as well as the associated improvements related to the tower, and an access roadway to the tower area.

All of the work will take place within a 30-foot wide Access and Utility Easement and a 100' x 100' Lease Area. In addition to the access road and cellular tower, the other constructible items will be the equipment shelters, a meter frame and telco box, as well as the "dry" utilities (telephone and electricity), which will be either overhead or underground, depending on the provider. The equipment shelter would also consist of either an indoor or outdoor diesel generator (depending on County requirements). The 210-gallon diesel tank is proposed to be UL142 rated with a leak detection system.

For the total suspended solids (TSS) removal calculations, we have assumed the entire 12-foot wide access roadway and a 72-foot wide section (across the entire center section of the lease area) to be impervious cover, which would add approximately **11,909-square feet** (or 0.27-acres) of **impervious cover** to the property. These areas will drain across the proposed vegetative filter strips (VFS) that will be located directly adjacent to the access roadway as well as the entire Lease Area. The VFS have been designed per the current TCEQ Technical Guidance Manual. The VFS will be fifteen (15) feet wide (perpendicular to the flow path) and will be located downstream of all of the proposed impervious cover – see the attached construction plan sheets for further clarification.

There are no additional water quality controls that are proposed with this application. No other construction is being planned, at this time.

Geologic Assessment

Texas Commission on Environmental Quality

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

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

Signature

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.

Print Name of Geologist: Charles M. Woodruff, Jr.

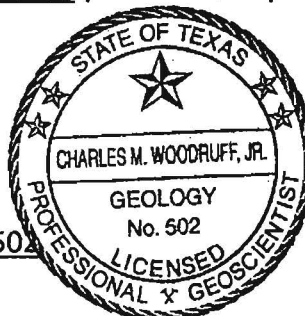
Telephone: 512-480-0335

Fax: 512-480-0335

Date: 04-25-2015

Representing: Woodruff Geologic Consulting, Inc. #50192 (Name of Company and TBPG or TBPE registration number)

Signature of Geologist:



Regulated Entity Name: Charles M. Woodruff, Jr. #50192

Project Information

1. Date(s) Geologic Assessment was performed: 30 December 2014; 22 March 2015

2. Type of Project:

☒ WPAP
☐ SCS

☐ AST
☐ UST

3. Location of Project:

☒ Recharge Zone
☐ Transition Zone
☐ Contributing Zone within the Transition Zone

4. ☒ **Attachment A - Geologic Assessment Table.** Completed Geologic Assessment Table (Form TCEQ-0585-Table) is attached.
5. ☒ 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.

Table 1 - Soil Units, Infiltration Characteristics and Thickness

| Soil Name | Group* | Thickness(feet) |
|---|--------|-----------------|
| Crawford/ Rock Outcrop complex 1-8% slopes | D | 0-2 |
| | | |
| | | |
| | | |

| Soil Name | Group* | Thickness(feet) |
|-----------|--------|-----------------|
| | | |

*** 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.

6. ☒ **Attachment B – Stratigraphic Column.** A stratigraphic column showing formations, members, and thicknesses is attached. The outcropping unit, if present, should be at the top of the stratigraphic column. Otherwise, the uppermost unit should be at the top of the stratigraphic column.
7. ☒ **Attachment C – Site Geology.** A narrative description of the site specific geology including any features identified in the Geologic Assessment Table, a discussion of the potential for fluid movement to the Edwards Aquifer, stratigraphy, structure(s), and karst characteristics is attached.
8. ☒ **Attachment D – Site Geologic Map(s).** 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" = _____'
9. Method of collecting positional data:
- ☒ Global Positioning System (GPS) technology.
 - ☐ Other method(s). Please describe method of data collection: _____

10. ☒ The project site and boundaries are clearly shown and labeled on the Site Geologic Map.
11. ☒ Surface geologic units are shown and labeled on the Site Geologic Map.
12. ☐ 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.
13. ☒ The Recharge Zone boundary is shown and labeled, if appropriate.
14. All known wells (test holes, water, oil, unplugged, capped and/or abandoned, etc.): If applicable, the information must agree with Item No. 20 of the WPAP Application Section.
- ☒ There are 1 (#) 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

15. ☒ 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.

STRATIGRAPHIC COLUMN—NORTH GRUENE STX

Cretaceous Bedrock

Kek—Kainer Formation (Edwards Group): Limestone and dolomite; mostly hard and dense with bedding ranging from thin flags to medium-bedded slabs. No continuous exposures on site, but one discontinuous outcrop consisting of broken, disjointed limestone blocks occurs on the hillside along the site's access easement. Solution openings occur locally, and this unit composes part of the Edwards aquifer. Thickness in the project area is inferred to be about 175 ft.

NARRATIVE SITE GEOLOGY—NORTH GRUENE STX

The 0.23-acre North Gruene STX tract (plus access easement) lies on a hill crest about 500 ft east of Farm-to-Market Route 305, approximately 2 miles north of the main line of displacement of the Balcones Fault Zone in Comal County. The main fault line runs immediately west of where Route 306 crosses the railroad tracks).

This tract comprises undeveloped ranch land on gently sloping terrain. Thick clayey soils cover most of the area surveyed, with only local blocks of disjointed limestone. The one geotechnical boring at the site of the cell tower shows soil cover to consist of 4 ft. of "fat clay" over an additional 4 ft. of "lean clay." Total depth penetrated by this test boring is 50 ft. No groundwater or karst features were encountered in this hole, which was plugged according to standard engineering practice, and capped with bentonite clay.

No drainage features occur on the tract, which occupies the headward reaches of the Alligator Creek watershed (a tributary to Guadalupe River). Ground slope on the site is less than 1 percent, and the landscape has been cleared of understory to maximize the grazing potential of the tract. Stately live oak trees compose the main overstory vegetation, with secondary junipers. The process of land clearing has resulted in multiple "tree craters" (closed depressions and hummocky ground with up-ended slabs of limestone) where undesirable trees (mainly junipers) have been removed. The single "feature" (F1) is a large tree crater, as evidenced by pieces of roots remaining in the circular depression that meets TCEQ size criterion for inclusion as a "non-karst closed depression." Such features are filled with soil and have little or no potential for infiltration of surface water.

The tract occupies part of the recharge zone of the Edwards aquifer, and karst features occur in this general area. However, no evidence for karst development is seen on this site. Soils are typically thin, although the boring notes 8 ft. of clayey soil. Clay soils such as this retard rapid infiltration. There is scant likelihood of rapid recharge on this site.

Water Pollution Abatement Plan Application

Texas Commission on Environmental Quality

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

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

Signature

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:

Print Name of Customer/Agent: Robert C. Thompson

Date: June 11, 2015

Signature of Customer/Agent: 

Regulated Entity Name: North Gruene STX

Regulated Entity Information

1. The type of project is:

- ☐ Residential: Number of Lots: _____
- ☐ Residential: Number of Living Unit Equivalents: _____
- ☐ Commercial
- ☐ Industrial
- ☒ Other: Utility

2. Total site acreage (size of property): 0.508

3. Estimated projected population: n/a

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

Table 1 - Impervious Cover Table

| Impervious Cover of Proposed Project | Sq. Ft. | Sq. Ft./Acre | Acres |
|--------------------------------------|---------|-----------------|-------|
| Structures/Rooftops | 0 | $\div 43,560 =$ | 0 |
| Parking | 0 | $\div 43,560 =$ | 0 |
| Other paved surfaces | 11,909 | $\div 43,560 =$ | 0.27 |
| Total Impervious Cover | 11,909 | $\div 43,560 =$ | 0.27 |

Total Impervious Cover 0.27 \div **Total Acreage** 0.508 $\times 100 =$ 53.1% **Impervious Cover**

5. ☒ **Attachment A - Factors Affecting Surface Water Quality.** A detailed description of all factors that could affect surface water and groundwater quality that addresses ultimate land use is attached.
6. ☒ Only inert materials as defined by 30 TAC §330.2 will be used as fill material.

For Road Projects Only

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.

$L \times W =$ _____ $\text{Ft}^2 \div 43,560 \text{ Ft}^2/\text{Acre} =$ _____ acres.

10. Length of pavement area: _____ feet.

Width of pavement area: _____ feet.

$L \times W =$ _____ $\text{Ft}^2 \div 43,560 \text{ Ft}^2/\text{Acre} =$ _____ acres.

Pavement area _____ acres \div R.O.W. area _____ acres $\times 100 =$ _____ % 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. ☒ **Attachment B - Volume and Character of Stormwater.** A detailed description of the volume (quantity) and character (quality) of the stormwater runoff which is expected to occur from the proposed project is attached. The estimates of stormwater runoff quality and quantity are based on the 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:

| | |
|----------------------------|----------------------|
| <u>0</u> % Domestic | <u>0</u> Gallons/day |
| <u>0</u> % Industrial | <u>0</u> Gallons/day |
| <u>0</u> % Commingled | <u>0</u> Gallons/day |
| TOTAL gallons/day <u>0</u> | |

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 from this site. The appropriate licensing authority's (authorized agent) written approval is attached. It states that the land is suitable for the use of private sewage facilities and will meet or exceed the requirements for on-site sewage facilities as specified under 30 TAC Chapter 285 relating to On-site Sewage Facilities.
- ☐ 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.

☐ Sewage Collection System (Sewer Lines):

- ☐ 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 _____ (name) Treatment Plant. The treatment facility is:

- ☐ Existing.
☐ Proposed.

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

Site Plan Requirements

Items 17 – 28 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.

- ☒ 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) source(s): FEMA FIRM Map Number 48091C0290F, effective date: Sept. 29, 2010

19. ☐ The layout of the development is shown with existing and finished contours at appropriate, but not greater than ten-foot contour intervals. Lots, recreation centers, buildings, roads, open space, etc. are shown on the plan.

- ☒ The layout of the development is shown with existing contours at appropriate, but not greater than ten-foot intervals. Finished topographic contours will not differ from the existing topographic configuration and are not shown. Lots, recreation centers, buildings, roads, open space, etc. are shown on the site plan.

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

- ☒ There are 1 (#) 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 §76.

- ☐ There are 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.

- ☐ No sensitive geologic or manmade features were identified in the Geologic Assessment.

- ☐ **Attachment D - Exception to the Required Geologic Assessment.** A request and justification for an exception to a portion of the Geologic Assessment is attached.

- 22. ☒ The drainage patterns and approximate slopes anticipated after major grading activities.
- 23. ☒ Areas of soil disturbance and areas which will not be disturbed.
- 24. ☒ Locations of major structural and nonstructural controls. These are the temporary and permanent best management practices.
- 25. ☒ Locations where soil stabilization practices are expected to occur.
- 26. ☐ Surface waters (including wetlands).
☒ N/A
- 27. ☐ Locations where stormwater discharges to surface water or sensitive features are to occur.
☒ There will be no discharges to surface water or sensitive features.
- 28. ☒ Legal boundaries of the site are shown.

Administrative Information

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

ATTACHMENT A – FACTORS AFFECTING WATER QUALITY

The following are believed to be the potential sources of sediment to stormwater runoff.

- 1) Disturbed earth from rough grading,
- 2) road base for pavement, and
- 3) disturbed earth from the construction of the water quality controls

The following are believed to be potential pollutants and sources, other than sediment, to stormwater runoff.

- 1) Construction debris (e.g., wood form boards, nails, tie wire for rebar, survey laths, survey tape, etc.),
- 2) floatables such as cups and paper,
- 3) possibly oils from leaking machinery,
- 4) possibly fuel should any refueling activity occur,
- 5) possibly concrete materials from truck washout activities (if not bound in the solidifying mass), and
- 6) possibly paint from striping activities (if not adhered to something of a large size).

ATTACHMENT B – VOLUME AND CHARACTER OF STORM WATER

The proposed work with this WPAP application will produce a minimal amount of volume from the expected stormwater, due to the small increase of impervious cover and the small disturbance area. Additionally, the quality of the stormwater is expected to be very similar to the existing conditions, since the minimal impervious cover being added will be treated by a proposed water quality control.

Pre-construction runoff coefficient = 80.00

Post-construction runoff coefficient = 89.69

ATTACHMENT C – SUITABILITY LETTER FROM AUTHORIZED AGENT

This is not applicable for this project

ATTACHMENT D – EXCEPTION TO THE REQUIRED GEOLOGIC ASSESSMENT

This is not applicable for this project

Temporary Stormwater Section

Texas Commission on Environmental Quality

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

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

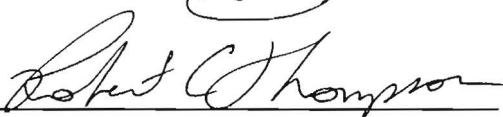
Signature

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:

Print Name of Customer/Agent: Robert C. Thompson

Date: June 11, 2015

Signature of Customer/Agent:



Regulated Entity Name: North Gruene STX

Project Information

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:

☐ The following fuels and/or hazardous substances will be stored on the site: _____

These fuels and/or hazardous substances will be stored in:

- ☐ 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.
- ☒ Fuels and hazardous substances will not be stored on the site.
- 2. ☒ **Attachment A - Spill Response Actions.** A site specific description of the measures to be taken to contain any spill of hydrocarbons or hazardous substances is attached.
- 3. ☒ 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. ☒ **Attachment B - Potential Sources of Contamination.** A description of any activities or processes which may be a potential source of contamination affecting surface water quality is attached.

Sequence of Construction

- 5. ☒ **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 attached.
 - ☒ For each activity described, an estimate (in acres) of the total area of the site to be disturbed by each activity is given.
 - ☒ For each activity described, include a description of appropriate temporary control measures and the general timing (or sequence) during the construction process that the measures will be implemented.
- 6. ☒ 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: Alligator Creek Trib. 6

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. ☒ **Attachment D – Temporary Best Management Practices and Measures.** 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 is attached:

- ☒ 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.
 - ☒ 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.
 - ☒ A description of how BMPs and measures will prevent pollutants from entering surface streams, sensitive features, or the aquifer.
 - ☒ 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 attached. The request includes justification as to why no reasonable and practicable alternative exists for each feature.
- ☐ There will be no temporary sealing of naturally-occurring sensitive features on the site.
9. ☒ **Attachment F - Structural Practices.** A description of 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 is attached. Placement of structural practices in floodplains has been avoided.
10. ☒ **Attachment G - Drainage Area Map.** A drainage area map supporting the following requirements is attached:
- ☐ 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.
 - ☐ 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.

- ☒ There are no areas greater than 10 acres within a common drainage area that will be disturbed at one time. Erosion and sediment controls other than sediment basins or sediment traps within each disturbed drainage area will be used.
11. ☐ **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 have 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 attached.
- ☒ N/A
12. ☒ **Attachment I - Inspection and Maintenance for BMPs.** A plan for the inspection of each temporary BMP(s) and measure(s) and for their timely maintenance, repairs, and, if necessary, retrofit is attached. A description of the documentation procedures, recordkeeping practices, and inspection frequency are included in the plan and are specific to the site and/or BMP.
13. ☒ 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. ☒ 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. ☒ 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. ☒ 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. ☒ **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.

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

Administrative Information

20. ☒ All structural controls will be inspected and maintained according to the submitted and approved operation and maintenance plan for the project.
21. ☒ 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. ☒ 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.

ATTACHMENT A – SPILL RESPONSE ACTIONS

Spill response actions will be in accordance with Texas Administrative Code (TAC) Title 30, Chapter 327. Notes have been developed based on that section of the TAC and are included on the attached Notes sheet (page 3 of the plan set).

ATTACHMENT B – POTENTIAL SOURCES OF CONTAMINATION

The only “pollutants” expected from the work during construction are sediment. Mostly inert materials (i.e. pipe, wood, drywall, concrete, etc.) will be stored or installed on the site. No off-site fill material is expected to be brought onto the site (other than crushed limestone base, asphalt and concrete). No significant chemicals are planned to be stored or distributed on the site. A portable toilet might be on the site during construction, but no spill is expected from maintaining this toilet. Re-fueling of the vehicles is the only other perceived threat, but short of an accidental spill, no threat should be posed.

The only possible “pollutants” expected after the construction is complete are: pesticides, fertilizers, automotive fluids, and air conditioning condensate.

ATTACHMENT C – SEQUENCE OF MAJOR ACTIVITIES

- Install erosion controls: less than 0.05-acres
- Clear, grub, and rough grade site: less than 0.5-acres
- Install access road: less than 0.15-acres
- Install self-supporting cellular tower: less than 0.01-acres
- Install canopy for equipment: less than 0.01-acres
- Install water quality controls: less than 0.2-acres

Any run-off leaving the site will ultimately enter Alligator Creek Tributary 6 that continues to flow towards the east-southeast of this property.

ATTACHMENT D – TEMPORARY BEST MANAGEMENT PRACTICES (TBMPs)

Silt fence shall be located along the entire down slope grade of this project. No run-off should be able to leave the site without first being filtered by that silt fence. Additionally, a stabilized construction entrance will be used to facilitate mud on the wheels of vehicles being removed on site.

Any pollutants are expected to be either soil or attached to soil (unless it is trash which will float) and with the silt fence described, that soil (or any floating trash) is expected to be caught and held until removal. Notes are included on the plans (on the notes sheet and in relation to the Storm Water Pollution Prevention Plan) that specify the minimum maintenance required for silt fence, including cleaning of soil and debris.

There are no sensitive features known to exist near the site; however, run-off will still be released after either filtering through the silt fence or infiltrating through the soil.

ATTACHMENT E – REQUEST TO TEMPORARILY SEAL A FEATURE

This is not applicable for this project

ATTACHMENT F – STRUCTURAL PRACTICES

The drainage area to the work area will be relatively small; therefore, the flows are not diverted around it. Rather, all of the run-off is caught and filtered through a silt fence. See the discussion under Temporary BMPs and Measures above. A drainage swale will divert the offsite flows in the developed condition, however.

ATTACHMENT G – DRAINAGE AREA MAP

See the attached sheet

ATTACHMENT H – TEMPORARY SEDIMENT POND(S) PLAN & CALCS

This is not applicable for this project

ATTACHMENT I – INSPECTION AND MAINTENANCE FOR BMPs

See the Storm Water Pollution Prevention (SW3P) notes and the details (stabilized construction entrance, silt fence and concrete washout area) on sheet 3 in the construction plan set for the inspection plan of each of these temporary BMPs and measures.

ATTACHMENT J – SCHEDULE OF INTERIM AND PERMANENT SOIL STABILIZATION PRACTICES

The work at this site is relatively small, will happen quickly, and will occur in one phase. The time from the beginning of grading to stabilization is not expected to be more than 6-months; therefore, there is no particular schedule, other than to complete construction as quickly as possible and then to re-vegetate the site as quickly as possible, in accordance with the re-vegetation notes on the construction plans, which are copied below:

PERMANENT EROSION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW:

A. UNLESS DIRECTED OTHERWISE BY THE OWNER, A MINIMUM OF FOUR INCHES OF TOPSOIL SHALL BE PLACED IN ALL DRAINAGE CHANNELS (EXCEPT ROCK) AND 1-INCH OF TOPSOIL IN OTHER AREAS.

B. THE SEEDING FOR PERMANENT EROSION CONTROL SHALL BE APPLIED OVER AREAS DISTURBED BY CONSTRUCTION AS FOLLOWS:

BROADCAST SEEDING:

1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE WITH A COMBINATION OF 2 POUNDS PER 1000-SF OF UNHULLED BERMUDA AND 7 POUNDS PER 1000 SF OF WINTER RYE WITH A PURITY OF 95% WITH 90% GERMINATION.
2. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 2 POUNDS PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION.

3. OTHER REQUIREMENTS:

- A. FERTILIZER SHALL BE A PELLETTED OR GRANULAR SLOW RELEASE WITH AN ANALYSIS OF 15-15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE PERIOD OF ESTABLISHMENT AT A RATE OF 1 POUND PER 1000-SF.
- B. MULCH TYPE USED SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45 POUNDS PER 1000-SF.

HYDRAULIC SEEDING:

- 1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE WITH A COMBINATION OF 1 POUND PER 1000-SF OF UNHULLED BERMUDA AND 7 POUNDS PER 1000-SF OF WINTER RYE WITH A PURITY OF 95% WITH 90% GERMINATION.
- 2. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 1 POUND PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION.
- 3. OTHER REQUIREMENTS:
 - A. FERTILIZER SHALL BE A WATER SOLUBLE FERTILIZER WITH AN ANALYSIS OF 15-15-15 AT A RATE OF 1.5 POUNDS PER 1000 SF.
 - B. MULCH TYPE USED SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45 POUNDS PER 1000 SF, WITH SOIL TACKIFIER AT A RATE OF 1.4 POUNDS PER 1000 SF.
 - C. THE PLANTED AREA SHALL BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF SIX INCHES. THE IRRIGATION SHALL OCCUR AT TEN-DAY INTERVALS DURING THE FIRST TWO MONTHS. RAINFALL OCCURRENCES OF « INCH OR MORE SHALL POSTPONE THE WATERING SCHEDULE FOR ONE WEEK.
 - D. RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1« INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.

Permanent Stormwater Section

Texas Commission on Environmental Quality

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

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

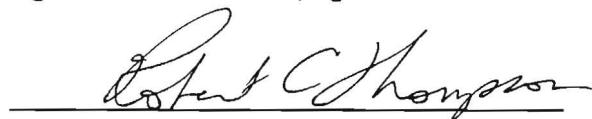
Signature

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:

Print Name of Customer/Agent: Robert C. Thompson

Date: June 11, 2015

Signature of Customer/Agent



Regulated Entity Name: _____

Permanent Best Management Practices (BMPs)

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

1. ☒ Permanent BMPs and measures must be implemented to control the discharge of pollution from regulated activities after the completion of construction.
☐ N/A
2. ☒ 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.
☒ 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: _____
- ☐ N/A
3. ☒ 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.
- ☐ N/A
4. 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.
- ☐ The site will be used for low density single-family residential development and has 20% or less impervious cover.
- ☐ The site will be used for low density single-family residential development but has more than 20% impervious cover.
- ☒ The site will not be used for low density single-family residential development.
5. 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.** The 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 attached.
- ☐ The site will be used for multi-family residential developments, schools, or small business sites but has more than 20% impervious cover.
- ☒ The site will not be used for multi-family residential developments, schools, or small business sites.
6. ☒ **Attachment B - BMPs for Upgradient Stormwater.**

- ☒ 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 attached.
- ☐ No surface water, groundwater or stormwater originates upgradient from the site and flows across the site, and an explanation is attached.
- ☐ 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, and an explanation is attached.
7. ☒ **Attachment C - BMPs for On-site Stormwater.**
- ☒ 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 attached.
- ☐ 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, and an explanation is attached.
8. ☒ **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 attached. Each feature identified in the Geologic Assessment as sensitive has been addressed.
- ☐ N/A
9. ☒ 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.
- ☒ The permanent sealing of or diversion of flow from a naturally-occurring sensitive feature that accepts recharge to the Edwards Aquifer as a permanent pollution abatement measure has not been proposed.
- ☐ **Attachment E - Request to Seal Features.** A request to seal a naturally-occurring sensitive feature, that includes, for each feature, a justification as to why no reasonable and practicable alternative exists, is attached.
10. ☒ **Attachment F - Construction Plans.** All construction plans and design calculations for the proposed permanent BMP(s) and measures have been prepared by or under the direct supervision of a Texas Licensed Professional Engineer, and are signed, sealed, and dated. The plans are attached and, if applicable include:
- ☒ Design calculations (TSS removal calculations)
- ☒ TCEQ construction notes
- ☒ All geologic features
- ☒ All proposed structural BMP(s) plans and specifications
- ☐ N/A

11. ☒ **Attachment G - Inspection, Maintenance, Repair and Retrofit Plan.** A plan for the inspection, maintenance, repairs, and, if necessary, retrofit of the permanent BMPs and measures is attached. The plan includes all of the following:
- ☒ Prepared and certified by the engineer designing the permanent BMPs and measures
 - ☒ Signed by the owner or responsible party
 - ☒ Procedures for documenting inspections, maintenance, repairs, and, if necessary retrofit
 - ☒ A discussion of record keeping procedures
- ☐ N/A
12. ☐ **Attachment H - Pilot-Scale Field Testing Plan.** Pilot studies for BMPs that are not recognized by the Executive Director require prior approval from the TCEQ. A plan for pilot-scale field testing is attached.
- ☒ N/A
13. ☒ **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 attached. 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.
- ☐ N/A

Responsibility for Maintenance of Permanent BMP(s)

Responsibility for maintenance of best management practices and measures after construction is complete.

14. ☒ 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.
- ☐ N/A
15. ☒ 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.
- ☐ N/A

ATTACHMENT A – 20% OR LESS IMPERVIOUS COVER

This is not applicable for this project

ATTACHMENT B – BMPs FOR UPGRADIENT STORMWATER

This project proposes to grade a small drainage swale along the northern side of the proposed access drive, to prevent the potential pollution of surface water, groundwater or storm water that originates up-gradient from this site.

ATTACHMENT C – BMPs FOR ON-SITE STORMWATER

A vegetative filter strip (VFS) is proposed to prevent the pollution of surface water or groundwater that originates onsite. The access drive will have a VFS along the entire length and a separate VFS will be within the area of the cellular tower facilities. The minimum width (across the flow path) of each VFS is 15-feet; the slopes of the VFS will match existing grades, which are much less than 10%. Even though there are no volume calculations required for the VFS, the TCEQ TSS calculations for the VFS are provided on sheet 3 of the construction plan set.

ATTACHMENT D – BMPs FOR SURFACE STREAMS

The BMPs planned for onsite storm water are the same ones for protecting the surface streams. All of the run-off contacting the proposed impervious areas will flow across the proposed VFS. If a pollutant is released, it is most likely expected to be on the impervious area.

ATTACHMENT E – REQUEST TO SEAL A FEATURE

This is not applicable for this project

ATTACHMENT F – CONSTRUCTION PLANS

See attached construction plan set (3 sheets)

ATTACHMENT G – INSPECTION, MAINTENANCE, REPAIR AND RETROFIT PLAN

See next page

ATTACHMENT H – PILOT-SCALE FIELD TESTING PLAN

This is not applicable for this project

ATTACHMENT I – MEASURES FOR MINIMIZING SURFACE STREAM CONTAMINATION

The discharge is planned to be released as sheet flow from vegetated areas, as currently exists on this property; therefore, no stream contamination or changes to the way water enters a stream is expected or known to be likely. The only impact to streams that is expected is a small increase in the total volume of runoff in the stream due to area being made impervious, but no detrimental impact is expected from this increase in volume.

ATTACHMENT G

MAINTENANCE PLAN AND INSPECTION SCHEDULE FOR:

VEGETATIVE FILTER STRIPS & GRASSY SWALES

Bi-Annually:

The areas shall be inspected twice annually to check for:

(1) Erosion or damage to the vegetation and uniformity of the grass. Areas of erosion shall be filled and compacted in such a manner that final grade matches bottom swale elevation. Some sediment may be considered hazardous waste or toxic material, and are therefore subject to restrictions for disposal. Damaged bare areas should be replaced using the same seed mix used during filter strip establishment.

(2) Sedimentation at or near the upstream boundary of the filter strip. Sediment accumulating near culverts and in channel should not exceed 3 inches. Excess sediment shall be removed and disposed of "properly".

Further maintenance activities should occur more regularly:

(1) The basins shall be checked for accumulation of debris and trash. The debris and trash shall be removed. This should occur no less than 4 times a year.

(2) Regular mowing should occur as often as necessary. Fertilizers should be used at a minimum.

After Rainfall:

Filter strip inspections should occur after heavy rainfall events to insure that flow is not obstructed and to determine if any problems are developing. If proper flow does not occur, corrective measures should be taken.

Once a vegetated area is well established, little additional maintenance is generally necessary. The key to establishing a viable vegetated feature is the care and maintenance it receives in the first few months after it is planted. Once established, all vegetated BMPs require some basic maintenance to insure the health of the plants including:

- ***Pest Management.*** An Integrated Pest Management (IPM) Plan should be developed for vegetated areas. This plan should specify how problem insects and weeds will be controlled with minimal or no use of insecticides and herbicides.
- ***Seasonal Mowing and Lawn Care.*** If the filter strip is made up of turf grass, it should be mowed as needed to limit vegetation height to 18 inches, using a mulching mower (or removal of clippings). If native grasses are used, the filter may require less frequent mowing, but a minimum of twice annually. Grass clippings and brush debris should not be deposited on vegetated filter strip areas. Regular mowing should also include weed control practices, however herbicide use should be kept to a minimum. Healthy grass can be maintained without using fertilizers because runoff usually contains sufficient nutrients. Irrigation of the site can help assure a dense and healthy vegetative cover.
- ***Inspection.*** Inspect filter strips and swales at least twice annually for erosion or damage to vegetation; however, additional inspection after periods of heavy runoff is most desirable. The strip should be checked for uniformity of grass cover, debris and litter, and areas of sediment

accumulation. More frequent inspections of the grass cover during the first few years after establishment will help to determine if any problems are developing, and to plan for long-term restorative maintenance needs. Bare spots and areas of erosion identified during semi-annual inspections must be replanted and restored to meet specifications. Construction of a level spreader device may be necessary to reestablish shallow overland flow.

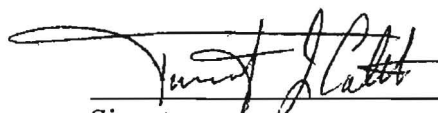
- **Debris and Litter Removal.** Trash tends to accumulate in vegetated areas, particularly along highways. Any swale or filter strip areas should be kept free of obstructions to reduce floatables being flushed downstream, and for aesthetic reasons. The need for this practice is determined through periodic inspection, but should be performed no less than 4 times per year.

- **Sediment Removal.** Sediment removal is not normally required in filter strips, since the vegetation normally grows through it and binds it to the soil. However, sediment may accumulate along the upstream boundary of the strip preventing uniform overland flow. Excess sediment should be removed by hand or with flat-bottomed shovels.

- **Grass Reseeding and Mulching.** A healthy dense grass should be maintained on the filter strip and grassy swale channels. If areas are eroded, they should be filled, compacted, and reseeded so that the final grade is level. Grass damaged during the sediment removal process should be promptly replaced using the same seed mix used during filter strip establishment. If possible, flow should be diverted from the damaged areas until the grass is firmly established. Bare spots and areas of erosion identified during semi-annual inspections must be replanted and restored to meet specifications. Corrective maintenance, such as weeding or replanting should be done more frequently in the first two to three years after installation to ensure stabilization. Dense vegetation may require irrigation immediately after planting, and during particularly dry periods, particularly as the vegetation is initially established.

- **Public Education.** Private homeowners are often responsible for roadside swale maintenance. Do not mow the swale too close to the ground, or apply excessive fertilizer and pesticides. Pet waste can also be a problem in swales, and should be removed to avoid contamination from fecal coliform and other waste-associated bacteria. The delegation of maintenance responsibilities to individual landowners is a cost benefit to the locality.

Responsible Party: TIMOTHY J. CALETKA
Name


Signature

3-9-15
Date

Mailing Address: 6696 TRI COUNTY PKWY - Suite 100

City, State: Schertz TX 78154

Telephone: 210-834-1664

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

I Karen P. Dietz
Print Name

President
Title - Owner/President/Other

of Twin Oaks Pantermuehl Ranch, LLC
Corporation/Partnership/Entity Name

have authorized Robert (Ric) Thompson, P.E.
Print Name of Agent/Engineer

of Thompson Land Engineering, LLC
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

Twin Oaks Pantermuehl Ranch, LLC
by Karen P. Dietz

March 10, 2015

Applicant's Signature

Date

THE STATE OF Texas §

County of Cornal §

BEFORE ME, the undersigned authority, on this day personally appeared *Karen P. Dietz, President of Twin Oaks Pantermuehl Ranch, LLC* 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.

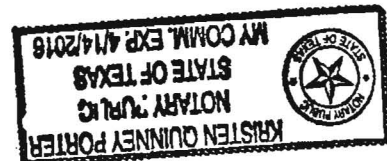
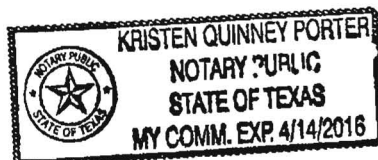
GIVEN under my hand and seal of office on this 10th day of March, 2015.

NOTARY PUBLIC

Typed or Printed Name of Notary

Kristen Quinney Porter
Kristen Quinney Porter

MY COMMISSION EXPIRES:



Application Fee Form

Texas Commission on Environmental Quality

Name of Proposed Regulated Entity: North Gruene STX

Regulated Entity Location: FM 306, approximately 1.35-miles south of Hoffmann LN

Name of Customer: Twin Oaks Pantermuehl Ranch, LLC

Contact Person: Karen P. Dietz

Phone: (830) 626-6833

Customer Reference Number (if issued):CN _____

Regulated Entity Reference Number (if issued):RN _____

Austin Regional Office (3373)

☐ Hays

☐ Travis

☐ Williamson

San Antonio Regional Office (3362)

☐ Bexar

☐ Medina

☐ Uvalde

☒ Comal

☐ Kinney

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:

☐ Austin Regional Office

☒ San Antonio Regional Office

☐ Mailed to: TCEQ - Cashier

☐ Overnight Delivery to: TCEQ - Cashier

Revenues Section

Mail Code 214

P.O. Box 13088

Austin, TX 78711-3088

12100 Park 35 Circle

Building A, 3rd Floor

Austin, TX 78753

(512)239-0357

Site Location (Check All That Apply):

☒ 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 | 0.508 Acres | \$ 3,000 |
| 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: _____

Date: _____

Application Fee Schedule

Texas Commission on Environmental Quality

Edwards Aquifer Protection Program 30 TAC Chapter 213 (effective 05/01/2008)

Water Pollution Abatement Plans and Modifications

Contributing Zone Plans and Modifications

| <i>Project</i> | <i>Project Area in Acres</i> | <i>Fee</i> |
|---|-------------------------------------|-------------------|
| One Single Family Residential Dwelling | < 5 | \$650 |
| Multiple Single Family Residential and Parks | < 5 | \$1,500 |
| | 5 < 10 | \$3,000 |
| | 10 < 40 | \$4,000 |
| | 40 < 100 | \$6,500 |
| | 100 < 500 | \$8,000 |
| | ≥ 500 | \$10,000 |
| Non-residential (Commercial, industrial, institutional, multi-family residential, schools, and other sites where regulated activities will occur) | < 1 | \$3,000 |
| | 1 < 5 | \$4,000 |
| | 5 < 10 | \$5,000 |
| | 10 < 40 | \$6,500 |
| | 40 < 100 | \$8,000 |
| | ≥ 100 | \$10,000 |

Organized Sewage Collection Systems and Modifications

| <i>Project</i> | <i>Cost per Linear Foot</i> | <i>Minimum Fee- Maximum Fee</i> |
|---------------------------|------------------------------------|--|
| Sewage Collection Systems | \$0.50 | \$650 - \$6,500 |

Underground and Aboveground Storage Tank System Facility Plans and Modifications

| <i>Project</i> | <i>Cost per Tank or Piping System</i> | <i>Minimum Fee- Maximum Fee</i> |
|---|--|--|
| Underground and Aboveground Storage Tank Facility | \$650 | \$650 - \$6,500 |

Exception Requests

| <i>Project</i> | <i>Fee</i> |
|-----------------------|-------------------|
| Exception Request | \$500 |

Extension of Time Requests

| <i>Project</i> | <i>Fee</i> |
|---------------------------|-------------------|
| Extension of Time Request | \$150 |

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

NAME OF PROPOSED REGULATED ENTITY: North Gruene STX
REGULATED ENTITY LOCATION: FM 306, 1.35-miles south of Hoffmann LN, New Braunfels, TX 78232
NAME OF CUSTOMER: Twin Oaks Pantermuehl Ranch, LLC
CONTACT PERSON: Karen P. Dietz PHONE: (830) 626-6833
(Please Print)

Customer Reference Number (if issued): CN n/a (nine digits)

Regulated Entity Reference Number (if issued): RN n/a (nine digits)

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

San Antonio Regional Office (3362) ☐ Bexar ☒ 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**

☒ **San Antonio Regional Office**

☐ **Mailed to TCEQ:**

TCEQ - Cashier
Revenues Section
Mail Code 214
P.O. Box 13088
Austin, TX 78711-3088

☐ **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): ☒ 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 | 0.508 Acres | \$3,000 |
| 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 | \$ |

Twin Oaks Pantermuehl Ranch, LLC
Karen P. Dietz, President
Signature

March 10, 2015
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 | \$1,500 |
| | 5 < 10 | \$3,000 |
| | 10 < 40 | \$4,000 |
| | 40 < 100 | \$6,500 |
| | 100 < 500 | \$8,000 |
| | ≥ 500 | \$10,000 |
| Non-residential (Commercial, industrial, institutional, multi-family residential, schools, and other sites where regulated activities will occur) | < 1 | \$3,000 |
| | 1 < 5 | \$4,000 |
| | 5 < 10 | \$5,000 |
| | 10 < 40 | \$6,500 |
| | 40 < 100 | \$8,000 |
| | ≥ 100 | \$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 |



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) | | |
| <input checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application) | | |
| <input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form) | <input type="checkbox"/> Other | |
| 2. Attachments Describe Any Attachments: (ex. Title V Application, Waste Transporter Application, etc.) | | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No WPAP Application | | |
| 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 | | RN |

SECTION II: Customer Information

| | | | |
|--|--|--|---|
| 5. Effective Date for Customer Information Updates (mm/dd/yyyy) | | 11/3/2014 | |
| 6. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check only one of the following: | | | |
| <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> Operator | <input type="checkbox"/> Owner & Operator | |
| <input type="checkbox"/> Occupational Licensee | <input type="checkbox"/> Responsible Party | <input type="checkbox"/> Voluntary Cleanup Applicant | <input type="checkbox"/> Other: _____ |
| 7. General Customer Information | | | |
| <input checked="" type="checkbox"/> New Customer | | <input type="checkbox"/> Update to Customer Information | <input type="checkbox"/> Change in Regulated Entity Ownership |
| <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State) | | <input type="checkbox"/> No Change** | |
| **If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information. | | | |
| 8. Type of Customer: | | | |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietorship- D.B.A | |
| <input type="checkbox"/> City Government | <input type="checkbox"/> County Government | <input type="checkbox"/> Federal Government | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Other Government | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |
| 9. Customer Legal Name (If an individual, print last name first: ex: Doe, John) | | If new Customer, enter previous Customer below | |
| Twin Oaks Pantuermuehl Ranch, LLC | | End Date: _____ | |
| 10. Mailing Address: | | | |
| 1677 Hoffmann Lane | | | |
| City | New Braunsfels | State | TX |
| ZIP | 78132 | ZIP + 4 | 4254 |
| 11. Country Mailing Information (if outside USA) | | 12. E-Mail Address (if applicable) | |
| n/a | | karenpdietz@gmail.com | |
| 13. Telephone Number | | 14. Extension or Code | |
| (830) 626-6833 | | n/a | |
| 15. Fax Number (if applicable) | | 16. Federal Tax ID (9 digits) | |
| (n/a) - | | 454146446 | |
| 17. TX State Franchise Tax ID (11 digits) | | 18. DUNS Number (if applicable) | |
| 32046321215 | | n/a | |
| 19. TX SOS Filing Number (if applicable) | | 20. Number of Employees | |
| 801528861 | | <input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher | |
| 21. Independently Owned and Operated? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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) | |
| <input checked="" type="checkbox"/> New Regulated Entity | <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information <input type="checkbox"/> 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) | |
| North Gruene STX | |

| | | | | | | | | |
|---|-------------|-----------------------------------|-----------------------|--|--------------------------------|--|---------|------|
| 24. Street Address of the Regulated Entity: (No P.O. Boxes) | 3642 FM 306 | | | | | | | |
| | City | New Braunfels | State | TX | ZIP | 78132 | ZIP + 4 | 4254 |
| 25. Mailing Address: | | | | | | | | |
| | City | | State | | ZIP | | ZIP + 4 | |
| 26. E-Mail Address: | | | | | | | | |
| 27. Telephone Number | | | 28. Extension or Code | | 29. Fax Number (if applicable) | | | |
| () | | | | | () | | | |
| 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) | | |
| 3663 | | | | 334220 | | | | |
| 34. What is the Primary Business of this entity? (Please do not repeat the SIC or NAICS description.) | | | | | | | | |
| A cellular tower and equipment | | | | | | | | |

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

| | | | | | | | |
|---------------------------------------|---|-------------|------------------|-------------------------------|---------|--------------|--|
| 35. Description to Physical Location: | The site is located on the east side of FM 306, approximately 1.35-miles south of Hoffmann Lane | | | | | | |
| 36. Nearest City | County | State | Nearest ZIP Code | | | | |
| New Braunfels | Comal | TX | 78132 | | | | |
| 37. Latitude (N) In Decimal: | | 29.77661167 | | 38. Longitude (W) In Decimal: | | 98.103296944 | |
| Degrees | Minutes | Seconds | Degrees | Minutes | Seconds | | |
| 29 | 46 | 35.802 | 98 | 06 | 11.869 | | |

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.

| | | | | |
|---|---|--|--|---|
| <input checked="" type="checkbox"/> Dam Safety | <input checked="" type="checkbox"/> Districts | <input checked="" type="checkbox"/> Edwards Aquifer | <input checked="" type="checkbox"/> Industrial Hazardous Waste | <input checked="" type="checkbox"/> Municipal Solid Waste |
| <input checked="" type="checkbox"/> New Source Review – Air | <input checked="" type="checkbox"/> OSSF | <input checked="" type="checkbox"/> Petroleum Storage Tank | <input checked="" type="checkbox"/> PWS | <input checked="" type="checkbox"/> Sludge |
| <input checked="" type="checkbox"/> Stormwater | <input checked="" type="checkbox"/> Title V – Air | <input checked="" type="checkbox"/> Tires | <input checked="" type="checkbox"/> Used Oil | <input checked="" type="checkbox"/> Utilities |
| <input checked="" type="checkbox"/> Voluntary Cleanup | <input checked="" type="checkbox"/> Waste Water | <input checked="" type="checkbox"/> Wastewater Agriculture | <input checked="" type="checkbox"/> Water Rights | <input checked="" type="checkbox"/> Other: |


SECTION IV: Preparer Information

| | | | | |
|----------------------|-----------------|----------------|--------------------|------|
| 40. Name: | Robert Thompson | | 41. Title: | P.E. |
| 42. Telephone Number | 43. Ext./Code | 44. Fax Number | 45. E-Mail Address | |
| (512) 328-0002 | | (512) 328-1112 | ric@tleng.net | |

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: | Twin Oaks Pantermuehl Ranch, LLC | | Job Title: | President |
| Name (in Print): | Karen P. Dietz | | Phone: | (830) 626-6833 |
| Signature: |  | | Date: | 03-10-2015 |

LAND LEASE AGREEMENT

This Agreement, made this 17 day of Dec, 2014 between **Twin Oaks Pantermuehl Ranch, LLC**, with its principal offices located at 1677 Hoffman Lane, New Braunfels, Texas 78132, hereinafter designated LESSOR and **San Antonio MTA, L.P. d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located along FM 306, New Braunfels, Texas 78132, described as a 100' by 100' parcel containing approximately Ten Thousand (10,000) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way of varying width extending from the nearest public right-of-way, FM 306, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also more fully described on Exhibit "A".

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility over and across the Property at no cost to the LESSEE, provided that LESSOR approves the location of said additional right-of-way, said approval not to be unreasonably withheld, conditioned, or delayed. It is expressly acknowledged and agreed that independent third party providers of utility services, including but not limited to, fiber, electric and telephone, may utilize the above-referenced Rights of Way for the installation of overhead and/or underground equipment, and all necessary appurtenances, necessary for the operation of LESSEE's or its subtenants' facilities without the execution of any further documentation. However, if required by the third party provider, LESSOR agrees to execute a separate recordable document evidencing such rights without the payment of additional consideration.

2. SURVEY. LESSOR also granted to LESSEE the right to survey the Property and the Premises, and said survey is attached hereto as Exhibit "A" which is made a part hereof.. Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments ("Rental Payments") shall commence and be due at a total annual rental of Twelve Thousand and no/100ths Dollars (\$12,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance

with Paragraph 23 below. The Rental Payments shall commence based upon the date LESSEE commences installation of the equipment on the Premises or on January 1, 2016, whichever occurs first. In the event the date LESSEE commences installation of the equipment on the Premises is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or January 1, 2016, if applicable, being the "Commencement Date"). The foregoing notwithstanding, prior to commencing construction, LESSEE shall give one (1) week's prior written notice via electronic mail to LESSOR at karenpdietz@gmail.com. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. Notwithstanding, all reasonable and actual costs incurred by LESSOR for obtaining and providing such Rental Documentation not in the possession of LESSOR or in LESSOR's possession but the cost of copying which is in excess of \$150.00, including but not limited to title policy costs as may be required, shall be borne by LESSEE. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE, at no cost to LESSOR. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the remittance of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to remit any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the remittance of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to remit any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rent for each five (5) year extension term shall increase ten (10%) percent over the annual rent due for the immediately preceding five (5) year term.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall increase fifteen (15%) percent over the annual rent due for the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES/UTILITIES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises, including but not limited to any ad valorem rollback taxes due on the Property, if such rollback taxes are due to the lease of the Property to LESSEE. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property,

real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises, provided that the cost of extending any necessary utility lines to the Premises shall be borne by LESSEE or the public utility. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. The LESSEE shall pay the utility directly for its power consumption. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction shall be placed around or within the perimeter of the Premises by LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSEE shall maintain the Premises in a good condition, wear and tear excepted. -It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE, at no expense to LESSOR, in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental

Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination and removal of all equipment, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies. LESSEE shall provide LESSOR a certificate of insurance upon request of LESSOR, which request cannot be made more than once per each calendar year.

- c. LESSOR hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR agrees that at such time and in the future, and at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s),

antenna structure(s) (including footings, up to two (2') feet below ground surface), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal the 125% of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to the Premises, or a portion of the Property which contains the Premises for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of the transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the dissolution of LESSOR, or any conveyance to LESSOR's members or such members' family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal. An Affidavit executed by the purchaser of the easement or other interest and filed in the Official Public Records of Comal County, Texas stating that such Purchaser has no intent of using the Premises or portion of the Property containing the Premises for operating or maintaining communications facilities or the management thereof shall be sufficient under this Paragraph.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises or a portion of the Property which contains the Premises, to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to the Premises or a portion of the Property which contains the Premises, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder

under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to the Premises for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens or judgments affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT.

- a. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

- b. LESSEE may sublease any portion of the Premises at its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Property for colocation, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.
- c. In the event LESSEE subleases any portion of the Property, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between LESSOR and LESSEE in the following manner: 10% to LESSOR and 90% to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to LESSOR and LESSEE. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee. In this event: (i) LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the Premises to any or all potential Sublessee(s); (ii) At LESSOR's request, LESSEE will provide LESSOR with a tri-party agreement to be executed by LESSEE, its Sublessee, and LESSOR to confirm direct payment obligation from the Sublessee to the LESSOR and to indicate LESSOR has been notified of the sublease.
- d. It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Premises. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Premises, then LESSOR may enter into an agreement with the Sublessee for a portion of the space the Sublessee requires for its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities located within the Premises and LESSOR shall receive 100% of the rental, negotiated by LESSOR and the Sublessee, for the portion of Sublessee's facilities located on the Property outside of LESSEE's Premises.
- e. Notwithstanding any other provision of this Agreement, LESSEE shall not be required to obtain any approval from the LESSOR for the Subletting of the Premises or part thereof. The LESSEE shall have the sole right to determine whether it will Sublet any portion of the Premises or whether it will sublease to any specific Sublessee.
- f. The rental provisions of this section shall not apply to any subletting for public emergency and/or safety purposes (i.e. police, ambulance and/or fire), that may be required or ordered by any governmental authority having jurisdiction over LESSEE or the Property. LESSEE shall not be required to pay any amount to

LESSOR in connection with the subletting for public emergency and/or safety purposes that may be required or ordered by any governmental authority having jurisdiction. Notwithstanding any other provision of this Agreement, LESSEE shall not be required to obtain any governmental approval from LESSOR for the subletting for public emergency and/or safety system purposes.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Twin Oaks Pantermuehl Ranch, LLC
1677 Hoffinan Ln.
New Braunfels, Texas 78132
e-mail: Karenpdietz@gmail.com

LESSEE: San Antonio MTA, L.P d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE and any bank or other mortgagee, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance

Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice

of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If either party so performs any of the defaulting party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by such party shall immediately be owing by the defaulting party, and the defaulting party shall pay to the non-defaulting party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if the defaulting party does not pay the non-defaulting party the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from the defaulting party, the non-defaulting party may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to the defaulting party until the full undisputed amount, including all accrued interest, is fully reimbursed to the non-defaulting party.

29. ENVIRONMENTAL.

- a. LESSOR shall be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity that has been or is currently being conducted in, on, or in any way related to the Property, except to the extent such conditions or concerns are caused by the specific activities of LESSEE in the Premises.
- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice,

claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time in the past or hereafter be in effect, except to the extent such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, except to the extent such environmental conditions are caused by LESSEE.

- c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure of LESSEE to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, to the extent such environmental or industrial hygiene conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall not abate during the period of repair following such fire or other.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises

for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESSES:

By: Terry B. Taylor
Name: Terry B Taylor

By: [Signature]
Name: Indira. Heston

LESSOR:

Twin Oaks Pantermuehl Ranch, LLC

By: Karen P Dietz
Name: Karen P Dietz
Title: President
Date: December 2, 2014

LESSEE:

San Antonio MTA, L.P. d/b/a Verizon Wireless

By Verizon Wireless Texas, LLC, Its General Partner

By: [Signature]
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: 12/7/14

Exhibit "A"

(Page 1 of 5)

Description of Property:

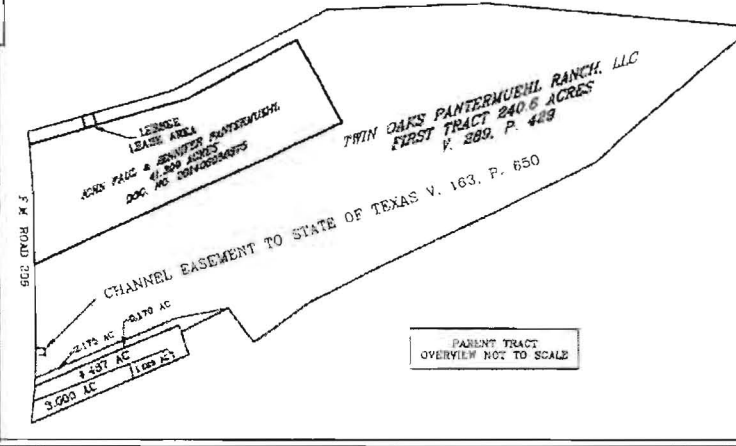
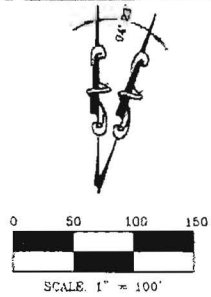
A tract of land containing 240.6 acres, more or less, in the Orilla Russell League Survey No. 2, A-485, Francis Fry Survey No. 5, A-164 and the Daniel Breedford Survey No. 9, A-36, in Comal County Texas and being more particularly described in deed recorded under Clerk's File No. 201206032236.

LESS AND EXCEPT:

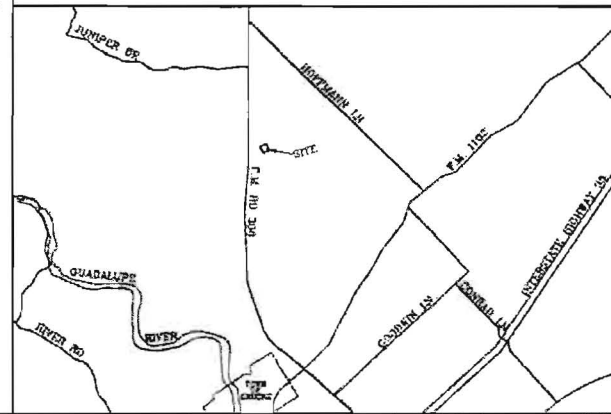
- 41.300 acre tract of land as being more particularly described in deed recorded under Clerk's File No. 201406038875;
- 4.487 acre tract of land as being more particularly described in deed recorded under Clerk's File No. 970601825;
- 1.025 and 3.00 acre tracts as being more particularly described in deed recorded under Clerk's File No. 200206032790;
- 0.170 acre tract as being more particularly described in deed recorded under Clerk's File No. 200206033708; and
- 2.175 acre tract as being more particularly described in deed recorded under Clerk's File No. 200206033709.

Description of Land Space and Rights of Way: Attached

Exhibit "A"
(Page 2 of 5)



VICINITY MAP



LEGEND

- WATER METER
- WATER VALVE
- SET 1/2" IRON PIN WITH CAP (4020)
- FIRE HYDRANT
- PROPOSED TOWER

FLOOD ZONE

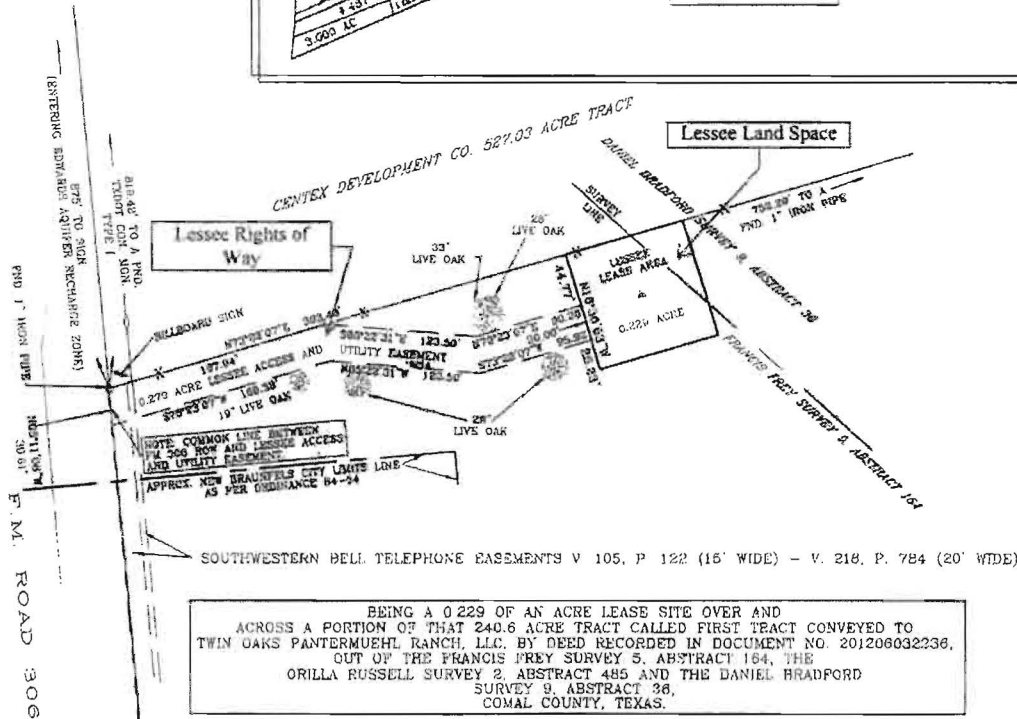
NOTE: THIS PROPERTY IS LOCATED IN A ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FIRM MAP NO. 48091C0290F DATED SEPTEMBER 2, 2009

PROJECT INFORMATION

SITE NAME: NORTH_GRUENE_STX
OWNERS NAME: TWIN OAKS PANTERMUEHL RANCH, LLC
SITE ADDRESS: FM 306
NEW BRAUNFELS, TEXAS 78132
911 ADDRESS:
LATITUDE: 29° 46' 35.802"
LONGITUDE: 098° 06' 11.889"
GROUND ELEVATION: 828.2

NOTES:

1. ALL ELEVATIONS ARE MEAN SEA LEVEL (NORTH AMERICAN VERTICAL DATUM OF 1988)
2. THIS SURVEY WAS PERFORMED ACCORDING TO TEXAS ABSTRACT SERVICES ABSTRACTOR'S CERTIFICATE DATED JUNE 19, 2014
3. BEARINGS BASED ON TEXAS STATE PLANE SOUTH CENTRAL ZONE (NAD 83).



BEING A 0.229 OF AN ACRE LEASE SITE OVER AND ACROSS A PORTION OF THAT 240.6 ACRE TRACT CALLED FIRST TRACT CONVEYED TO TWIN OAKS PANTERMUEHL RANCH, LLC. BY DEED RECORDED IN DOCUMENT NO. 201206032236, OUT OF THE FRANCIS PREY SURVEY 5, ABSTRACT 164, THE ORILLA RUSSELL SURVEY 2, ABSTRACT 485 AND THE DANIEL BRADFORD SURVEY 9, ABSTRACT 38, COMAL COUNTY, TEXAS.

240.6 ACRE TRACT
SAVE & EXCEPT

4.487 ACRE TRACT CLERK FILE NO. 9706018225
1.025 AND 3.00 ACRE TRACTS CLERK FILE NO. 200206032790
0.170 ACRE TRACT CLERK FILE NO. 200206033708
2.175 ACRE TRACT CLERK FILE NO. 200206033709
41.300 ACRE TRACT CLERK FILE NO. 201405038975

verizonwireless

NORTH_GRUENE_STX

F.M. 306
NEW BRAUNFELS, TEXAS

SITE ID:
297227

APPROVAL SIGNATURES
LANDLORD

LEASING
CONSTRUCTION

K.A. KUEKLEN
SURVEY COMPANY

14350 NORTHBROOK DRIVE
SUITE 130
SAN ANTONIO,
TEXAS 78232

PHONE: (210) 490-7847
FAX (210) 490-7857
FIRM REGISTRATION
NO. 100595-00



ARCHCOMM, LLC
1006 Beckett
San Antonio, Texas 78213
(210) 206-9546

SHEET TITLE

1 OF 2

SHEET HISTORY

11/07/2014 - EASEMENTS ADDED
11/24/2014 - ADDED SAVE & EXCEPT
11/24/2014 - ADDED ACQUFER SIGN

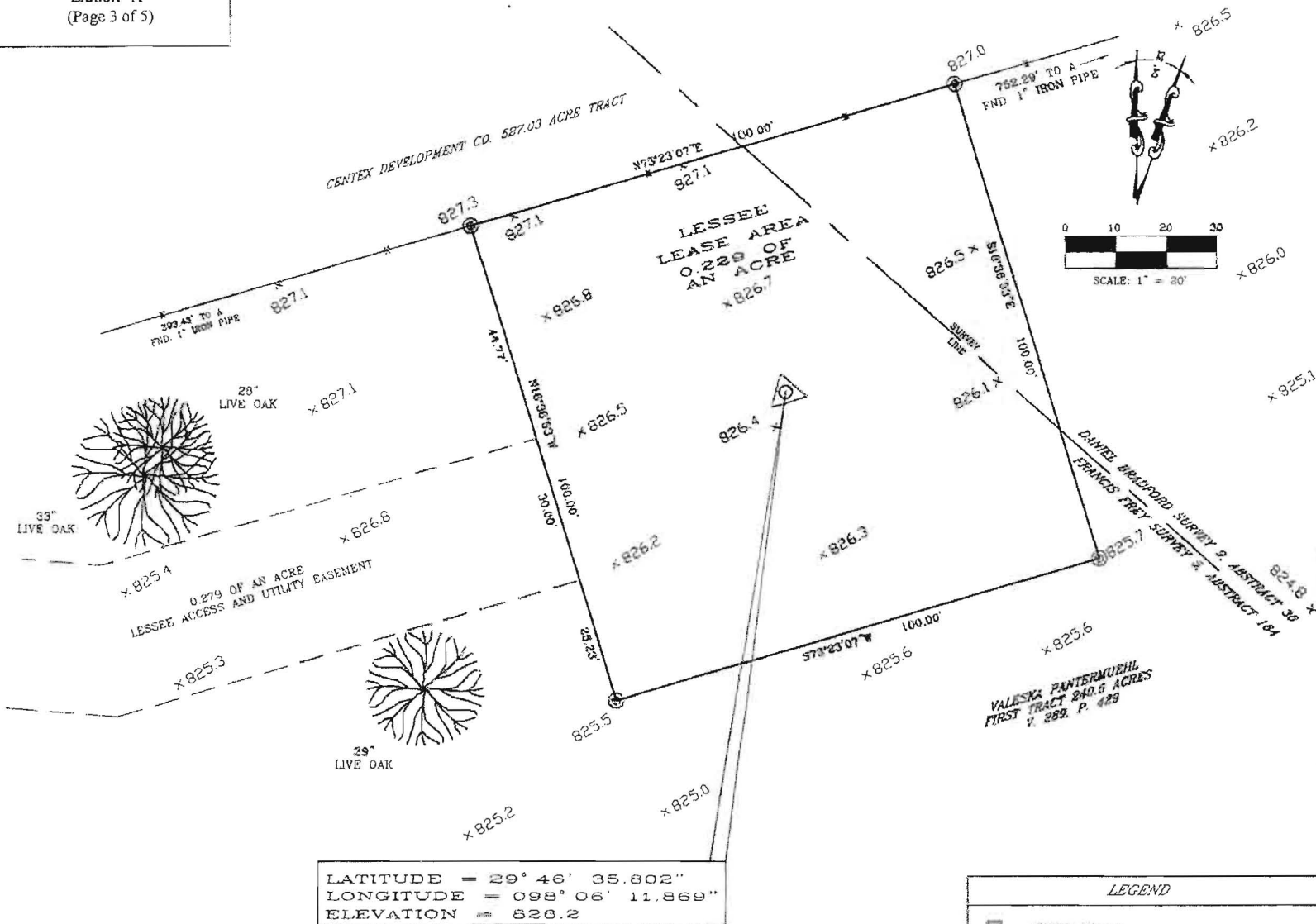
JOB NO. 027-14

REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4020

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO ARCHCOMM, LLC AND VERIZON WIRELESS THAT THIS SURVEY WAS PREPARED ON THE GROUND UNDER MY SUPERVISION AND REPRESENTS THE CURRENT CONDITIONS ON JUNE 2, 2014.

K.A. KUEKLEN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4020

Exhibit "A"
(Page 3 of 5)



verizon wireless

NORTH GRUENE, STX
F.M. 308
NEW BRAUNFELS, TEXAS
SITE ID:
297227

APPROVAL SIGNATURES
LANDLORD
LEASING
CONSTRUCTION

M.A. KUENLE
SURVEY COMPANY
14350 NORTHBROOK DRIVE
SUITE 130
SAN ANTONIO,
TEXAS 78232
PHONE: (210) 490-7847
FAX (210) 490-7857
FIRM REGISTRATION
NO. 100595-00

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9568

2 OF 2

SHEET HISTORY

LEGEND

- WATER METER
- ⊗ WATER VALVE
- ⊗ SET 1/2" IRON PIN WITH CAP (4020)
- ⊗ FIRE HYDRANT
- △ PROPOSED TOWER

H.A. KUEHLEM SURVEY COMPANY
Boundary * Subdivisions * Oil Wells * Construction
GPS Services

FIELD NOTES
NORTH GRUENE STX - LEASE SITE
LOCATION CODE: 297227

Lessee Land Space

Field notes of a 0.229 of an acre Lease Site situated in Comal County, Texas and being out of the Francis Frey Survey No. 5, Abstract 164, and the Daniel Bradford Survey No. 9, Abstract 36, and being out of that 240.6 acre tract conveyed to Twin Oaks Pantermuehl Ranch, LLC, by deed recorded in Document No. 201206032236, said 240.6 acre tract described in deed recorded in Volume 289, Page 429, Official Public Records of Comal County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron pin set in the north line of said 240.6 acre tract, being the northwest corner of this tract, said point being N 73° 23' 07" E. 393.43 feet from a 1" iron pipe found in the east line of Farm to Market Road 306 at the northwest corner of said 240.6 acre tract.

Thence N 73° 23' 07" E. 100.00 feet with fence along the north line of said 240.6 acre tract to a 1/2" iron pin set at the northeast corner of this tract.

Thence S 16° 36' 53" E. 100.00 feet to a 1/2" iron pin set at the southeast corner of this tract.

Thence S 73° 23' 07" W. 100.00 feet to a 1/2" iron pin set at the southwest corner of this tract.

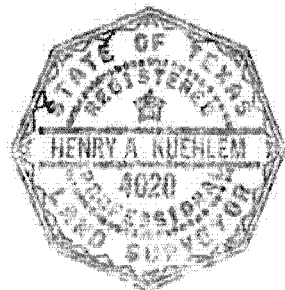
Thence N 16° 36' 53" W. 100.00 feet to the place of Beginning and containing 0.229 of an acre of land according to a survey made on the ground.

All 1/2" iron pins set with orange plastic cap "RPLS 4020".
Job No. 027-14
RE: Plat
Bearing Source: Texas State Plane NAD 83
South Central Zone

Surveyed June 2, 2014



HENRY A. KUEHLEM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4020



H.A. KUEHLEM SURVEY COMPANY
Boundary * Subdivisions * Oil Wells * Construction
GPS Services

FIELD NOTES
NORTH GRUENE STX - ACCESS AND UTILITY EASEMENT
LOCATION CODE: 297227

Lessee Rights of Way

Field notes of a 30.00 foot wide Access and Utility Easement situated in the Comal County, Texas and being out of the Francis Frey Survey No. 5, Abstract 164, and over part of that 240.6 acre tract conveyed to Twin Oaks Pantermuehl Ranch, LLC, by deed recorded in Document No. 201206032236, said 240.6 acre tract described in deed recorded in Volume 289, Page 429, Official Public Records of Comal County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1" iron pipe found in the east line of Farm to Market Road 306 at the northwest corner of said 240.6 acre tract and this easement.

Thence along the north line of this easement, as follows:

N 73° 23' 07" E. 187.87 feet along the north line of said 240.6 acre tract, to an angle point.
S 85° 22' 31" E. 123.59 feet, leaving the north line of said 240.6 acre tract, to an angle point.
N 73° 23' 07" E. 90.30 feet to a point in the west line of a 0.229 of an acre Lease Site, being the northeast corner of this easement.

Thence S 16° 36' 53" E. 30.00 feet along the west line of said Lease Site to a point at the southeast corner of this easement.

Thence along the south line of this easement, as follows:

S 73° 23' 07" W. 95.92 feet to an angle point.
N 85° 22' 31" W. 123.59 feet to an angle point.
S 73° 23' 07" W. 188.38 feet to a point in the east line of Farm to Market Road 306 at the southwest corner of this easement.

Thence N 05° 11' 06" W. 30.61 feet along the east line of Farm to Market Road 306 to the place of Beginning and covering 0.279 of an acre of land according to a survey made on the ground.

All 1/2" iron pins set with orange plastic cap "RPLS 4020".

Job No. 027-14

RE: Plat

Bearing Source: Texas State Plane NAD 83
South Central Zone

Surveyed June 2, 2014



HENRY A. KUEHLEM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4020



Lessee Site Name: North Gruene / 297227

Upon Recording, Return to:

Rogers Lewis Jackson Mann & Quinn, LLC
P.O. Box 11803
Columbia, SC 29211

STATE OF TEXAS)
)
COUNTY OF COMAL)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this 17 day of Dec, 2014, between **Twin Oaks Pantermuehl Ranch, LLC**, with its principal offices located at 1677 Hoffman Lane, New Braunfels, Texas 78132, hereinafter collectively referred to as "LESSOR", and **San Antonio MTA, L.P. d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on Dec 17, 2014 for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.
2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located along FM 306, New Braunfels, Texas 78132, described as a 100' by 100' parcel containing approximately Ten

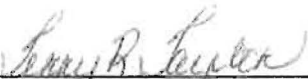
Thousand (10,000) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along right-of-way of varying width extending from the nearest public right-of-way, FM 306, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also more fully described on Exhibit "A".

3. The Commencement Date of the Agreement, of which this is a Memorandum, is based upon the date LESSEE commences installation of the equipment on the Premises or on January 1, 2016, whichever occurs first. In the event the date LESSEE commences installation of the equipment on the Premises is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or January 1, 2016, if applicable, being the "Commencement Date").
4. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to the Premises, or a portion of the Property which contains the Premises for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of the transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the dissolution of LESSOR, or any conveyance to LESSOR's members or such members' family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal. An Affidavit executed by the purchaser of the easement or other interest and filed in the Official Public Records of Comal County, Texas stating that such Purchaser has no intent of using the Premises or portion of the Property containing the Premises for operating or maintaining communications facilities or the management thereof shall be sufficient under this Paragraph.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signatures to Follow]


IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

WITNESSES:

By: 
Name: Terry B. Taylor

LESSOR:

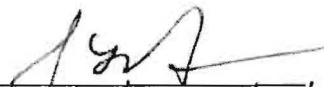
Twin Oaks Pantermuehl Ranch, LLC

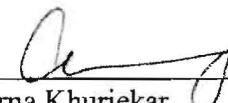
By: 
Name: Karen P. Dietz
Title: President
Date: December 2, 2014

LESSEE:

San Antonio MTA, L.P. d/b/a Verizon Wireless

By Verizon Wireless Texas, LLC, Its General Partner

By: 
Print Name: John L. Hawthorn

By: 
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: 12/17/14

STATE OF)

COUNTY OF)

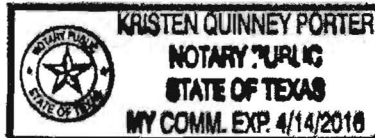
ACKNOWLEDGEMENT

I, Kristen Quinney Porter a Notary Public for said County and State, do hereby certify that Karen P. Dietz personally came before me this day and acknowledged that he/she is the President of **Twin Oaks Pantermuehl Ranch, LLC**, and that he/she, being authorized to do so, executed the foregoing **Memorandum of Land Lease Agreement** on behalf of **Twin Oaks Pantermuehl Ranch, LLC**.

WITNESS my hand and official Notarial Seal, this 2nd day of December, 2014.

Kristen Quinney Porter
Notary Public

My Commission Expires:



STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

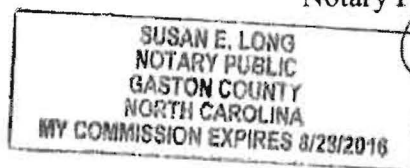
ACKNOWLEDGMENT

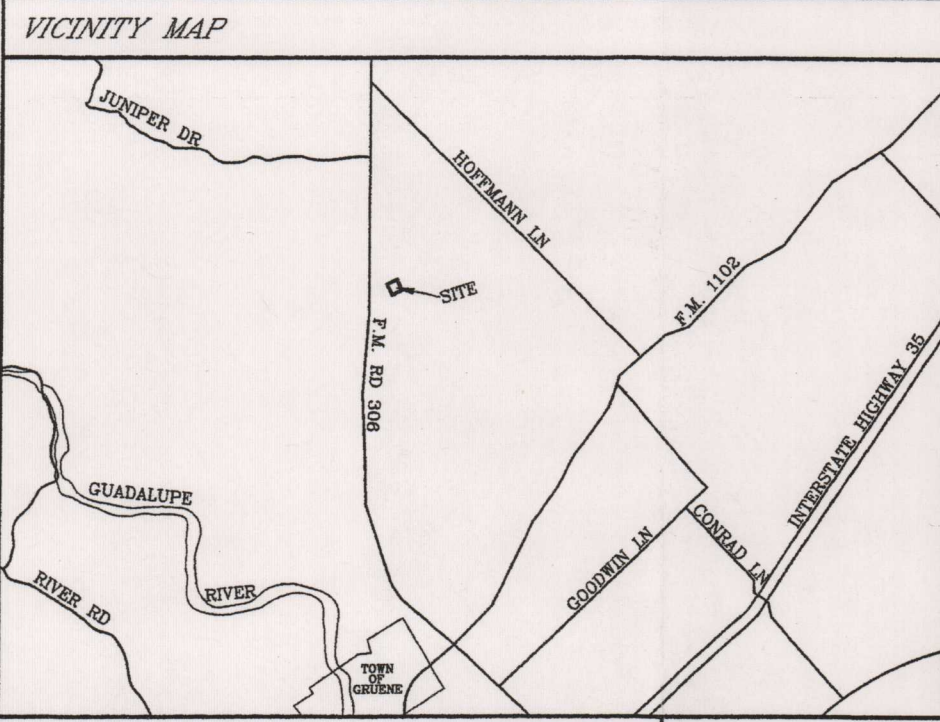
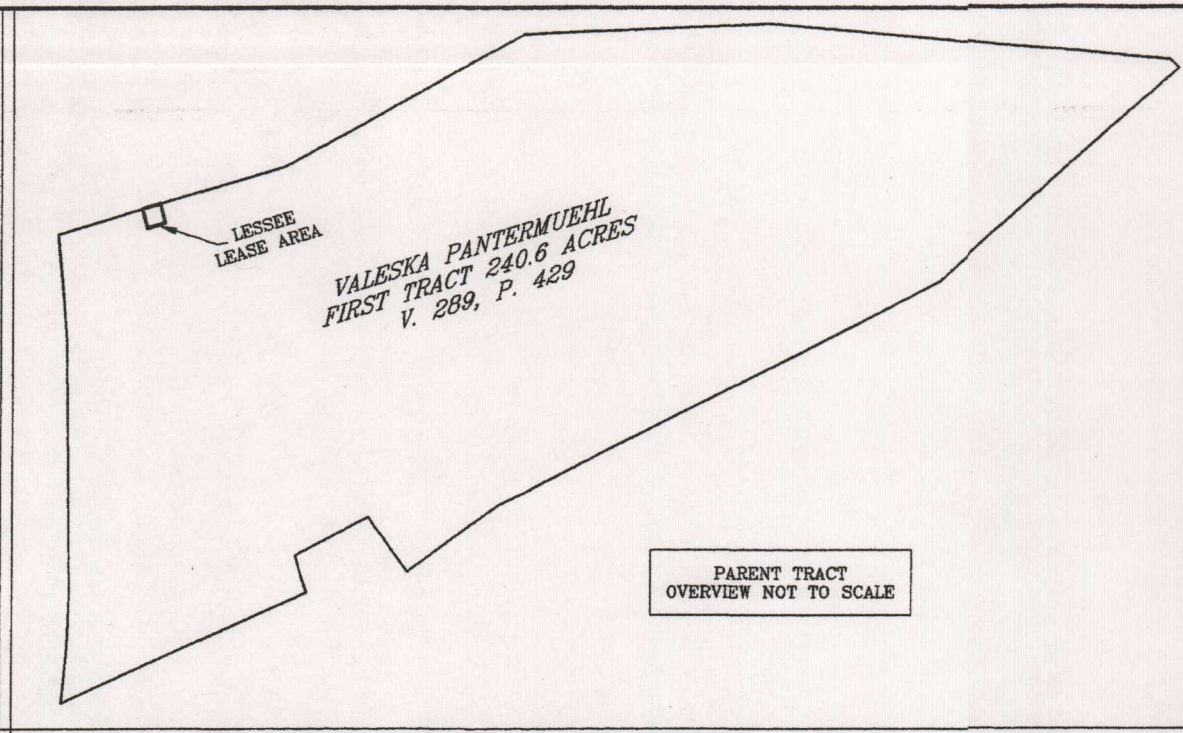
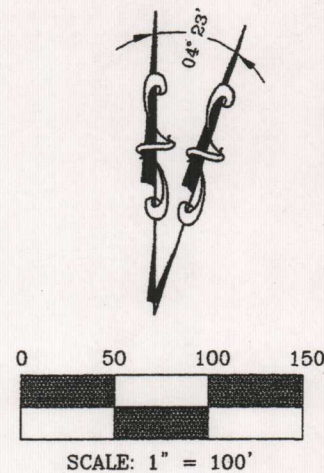
I, Susan Long, a Notary Public for said County and State, do hereby certify that Aparna Khurjekar personally came before me this day and acknowledged that she is the Area Vice President Network of **Verizon Wireless Texas, LLC**, general partner of **San Antonio MTA, L.P. d/b/a Verizon Wireless**, and that she, as Area Vice President Network, being authorized to do so, executed the foregoing **Memorandum of Land Lease Agreement** on behalf of **San Antonio MTA, L.P. d/b/a Verizon Wireless**.

WITNESS my hand and official Notarial Seal, this 17th day of December, 2014

Notary Public

My Commission Expires:





NORTH_GRUENE_STX
F.M. 306
NEW BRAUNFELS, TEXAS
SITE ID.
297227

- LEGEND**
- WATER METER
 - WATER VALVE
 - SET 1/2" IRON PIN WITH CAP (4020)
 - FIRE HYDRANT
 - PROPOSED TOWER

FLOOD ZONE

NOTE: THIS PROPERTY IS LOCATED IN A ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
FIRM MAP NO. 48091C0290F
DATED SEPTEMBER 2, 2009

PROJECT INFORMATION

SITE NAME: NORTH_GRUENE_STX
OWNERS NAME: TWIN OAKS PANTERMUEHL RANCH, LLC
SITE ADDRESS: FM 306
NEW BRAUNFELS, TEXAS 78132
911 ADDRESS: _____
LATITUDE 29° 46' 35.802"
LONGITUDE 098° 06' 11.869"
GROUND ELEVATION 826.2

NOTES:

1. ALL ELEVATIONS ARE MEAN SEA LEVEL (NORTH AMERICAN VERTICAL DATUM OF 1988)
2. THIS SURVEY WAS PERFORMED ACCORDING TO TEXAS ABSTRACT SERVICES ABSTRACTOR'S CERTIFICATE DATED JUNE 19, 2014
3. BEARINGS BASED ON TEXAS STATE PLANE SOUTH CENTRAL ZONE (NAD 83).

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO ARCHCOMM, INC. AND VERIZON WIRELESS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST THAT THIS SURVEY WAS PREPARED ON THE GROUND UNDER MY SUPERVISION AND REPRESENTS THE CURRENT CONDITIONS ON JUNE 2, 2014.

HENRY A. KUEHLEM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4020

JOB NO. 027-14

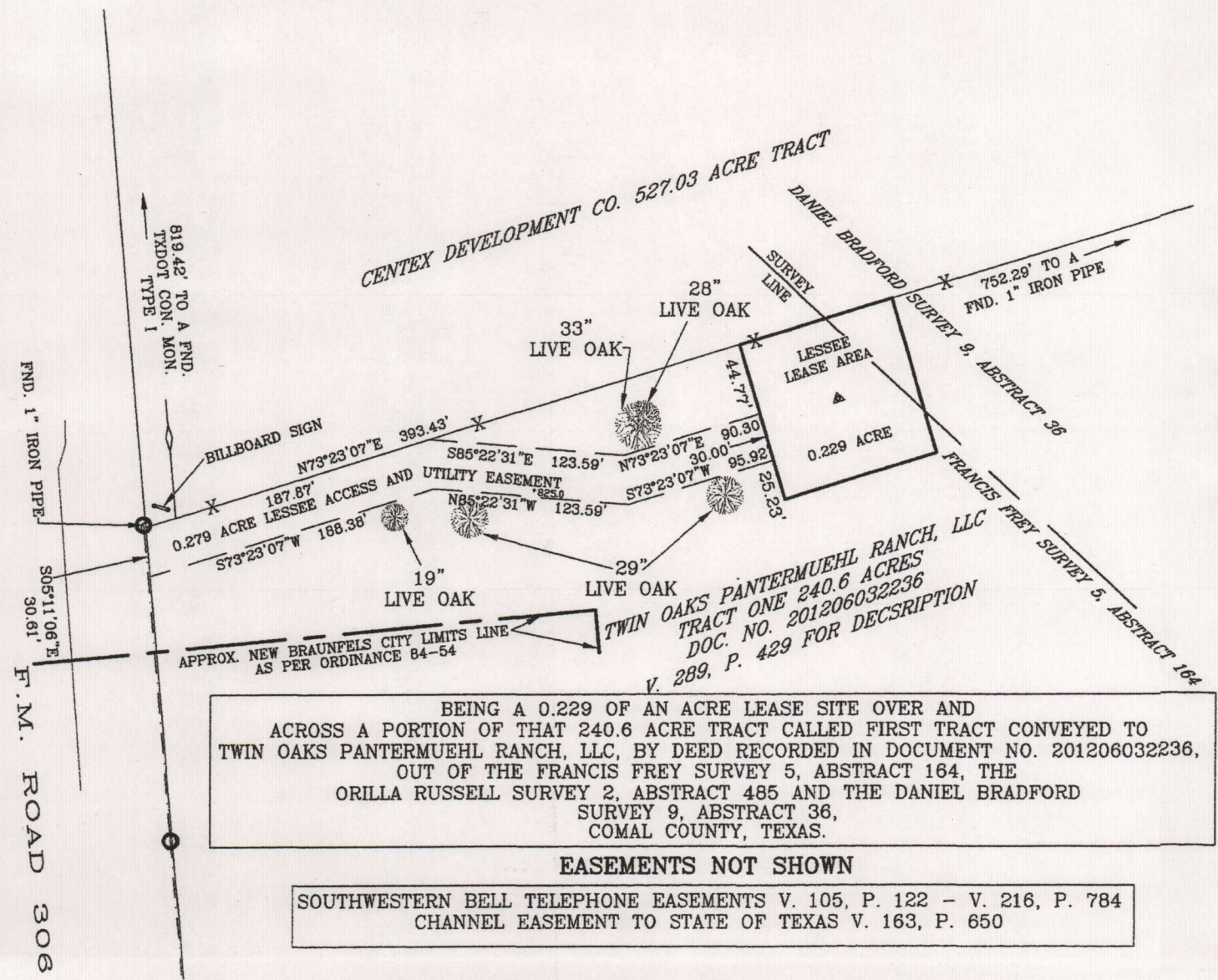


APPROVAL SIGNATURES
LANDLORD
LEASING
CONSTRUCTION

H.A. KUEHLEM
SURVEY COMPANY
14350 NORTHBROOK DRIVE
SUITE 130
SAN ANTONIO,
TEXAS 78232
PHONE: (210) 490-7847
FAX (210) 490-7857
FIRM REGISTRATION
NO. 100595-00



| | |
|---------------|--|
| SHEET TITLE | |
| 1 OF 2 | |
| SHEET HISTORY | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |



19
C



201206032236 09/14/2012 11:20:44 AM 1/19

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

General Warranty Deed from Karen E. Dietz, John Paul Pantermuehl, Julia K. Allison, Janice Lynn Ziegler, Kathy Marie Leber, Roland Mark Pantermuehl, and David Michael Pantermuehl to Twin Oaks Pantermuehl Ranch, LLC.

Effective Date: July 27, 2012

Grantor: Karen E. Dietz, John Paul Pantermuehl, Julia K. Allison, Janice Lynn Ziegler, Kathy Marie Leber, Roland Mark Pantermuehl, and David Michael Pantermuehl

Grantor's Mailing Address: 1677 Hoffman Lane, New Braunfels, Comal County, Texas 78132; 171 Pantermuehl Road, New Braunfels, Comal County, Texas 78132; 140 Pantermuehl Road, New Braunfels, Comal County, Texas 78132; 13402 Wisterwood St., Austin, Travis County, Texas 78729; 185 Pantermuehl Road, New Braunfels, Comal County, Texas 78132; 5508 Woodview Ave., Austin, Travis County, Texas 78756; and 8421 Antietam Lane, Houston, Harris County, Texas 77083, respectively

Grantee: Twin Oaks Pantermuehl Ranch, LLC

Grantee's Mailing Address: 1677 Hoffman Lane, New Braunfels, Comal County, Texas 78132

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

TRACT ONE:

Being 240.6 acres of land being 232.1 acres, a part of the Orilla Russell League Survey No. 2, Abstract No. 485, 7.075 acres, a part of the Francis Fry Survey No. 5, Abstract No. 164, 1.425 acres, a part of the Daniel Breedford Survey No. 9, Abstract No. 36, in Comal County, Texas, partly out of a 508.56 acre tract of land conveyed by Julius Pantermuehl, et ux, to Roland Pantermuehl and Valeska Pantermuehl by deed recorded in Volume 122, Page 167 of the Comal County Deed Records and partly out of a 250 acre tract conveyed by Julius Pantermuehl, et ux, to Valeska Pantermuehl and Roland Pantermuehl by deed

recorded in Volume 123, Page 375 of the Comal County Deed Records, and partly out of a 258.56 acre tract of which a one-half undivided interest was conveyed by the Last Will and Testament of Julius Pantermuehl, Deceased, to Roland Pantermuehl, et al, and recorded in Volume 52, Pages 17-24, Probate Minute Records of Comal County, Texas, and a one-half undivided interest was conveyed by the Last Will and Testament of Alma Pantermuehl, Deceased, to Roland Pantermuehl, et al, as recorded in Volume 56, Pages 598-606, Probate Minute Records of Comal County, Texas; said 240.6 acres being more particularly described by metes and bounds in a Deed of Partition between Roland Pantermuehl and Valeska Pantermuehl, dated November 17, 1979, recorded in Volume 289, Page 429, in the Official Public Records of Comal County, Texas.

TRACT TWO:

Being 246.0 acres of land being a part of the Orilla Russell League Survey No. 2, Abstract No. 485, in Comal County, Texas, partly out of a 250 acre tract of land conveyed by Julius Pantermuehl, et ux, to Valeska Pantermuehl and Roland Pantermuehl by deed recorded in Volume 123, Page 375 of the Comal County Deed Records, and partly out of a 258.56 acre tract of land of which a one-half undivided interest was conveyed by the Last Will and Testament of Julius Pantermuehl, Deceased to Roland Pantermuehl, et al and recorded in Volume 52, Pages 17-24, Probate Minute Records of Comal County, Texas, and a one-half undivided interest was conveyed by the Last Will and Testament of Alma Pantermuehl, Deceased, to Roland Pantermuehl, et al, as recorded in Volume 56, Pages 598-606, Probate Minute Records of Comal County, Texas; said 246.0 acres being more particularly described by metes and bounds in a Deed of Partition between Roland Pantermuehl and Valeska Pantermuehl, dated November 17, 1979, recorded in Volume 289, Page 429, in the Official Public Records of Comal County, Texas.

TRACT THREE:

Being a 17.241 acre tract of land out of the Orilla Russell Survey No. 2 and also being out of a tract called 527.03 acres described in Volume 268, Pages 388-394 of the Deed Records of Comal County, Texas, and being more particularly described as follows:

BEGINNING: At an iron pin set in the Southwest fenced line of a road, called Hoffmann Lane, for the East corner of this tract, said point being N 44° 39' 46" W 453.43 feet, N 45° 24' 18" W 325.42 feet, N 45° 39' 30" W, 620.52 feet, N 45° 51' 16" W 200.0 feet from an iron pin found at fence corner in the Southwest fenced line of said Hoffmann Lane, for the East corner of the above referenced

tract;

THENCE: S 37° 08' 44" W 414.72 feet to an iron pin set in a Southwest fence line of the above referenced tract, for the South corner of this tract;

THENCE: Along the said Southwest fenced line, N 49° 51' 00" W 1608.24 feet, an iron pipe found at fence corner and N 84° 53' 36" W 245.61 feet to an iron pin set in same for the West corner of this tract;

THENCE: Along the Northwest line of a 100 foot wide electric line easement and right-of-way conveyed to Lower Colorado River Authority recorded in Volume 334, Page 461 of the Deed Records of Comal County, Texas, N 67° 04' 15" E 714.73 feet, 50 feet from and parallel with the centerline, more or less, of an existing overhead transmission line, to an iron pin set in the Southwest fenced line of the above referenced tract, for the North corner of this tract;

THENCE: Along the Southwest fenced line of Hoffmann Lane, S 47° 12' 58" E 54.86 feet, S 47° 47' 17" E 557.45, and S 45° 51' 16" E 854.18 feet to the Point of Beginning and containing 17.241 acres of land, more or less.

All according to a survey made on the ground under the supervision of S. Craig Hollmig, Registered Public Surveyor on August 18, 1988.

TRACT FOUR:

Being a 6.000 acre tract of land out of the Orilla Russell Survey No. 1 and also being out of a tract called 527.03 acres described in Volume 268, Pages 388-394 of the Deed Records of Comal County, Texas, and being more particularly described as follows:

BEGINNING: At an iron pin set in the Southwest fenced line of a road, called Hoffmann Lane, in the Northeast fenced line of the above referenced tract, for the East corner of this tract, said point being N 44° 39' 46" W 453.43 feet, N 45° 24' 18" W 325.42 feet, N 45° 39' 30" W 620.52 feet, N 45° 51' 16" W 1054.18 feet, N 47° 47' 17" W 557.45 feet, and N 47° 12' 58" W 54.86 feet from an iron pin found at fence corner in the Southwest fenced line of said Hoffmann Lane, at the East corner of the above referenced tract;

THENCE: Along the Northwest line of a 100 foot wide electric line easement and right-of-way conveyed to Lower Colorado River Authority recorded in Volume 334, Page 461 of the Deed Records of Comal County, Texas, S 67° 04' 15" W 714.73 feet, 50 feet from and parallel with the centerline, more or less, of an

existing overhead transmission line, to an iron pin set in the Southwest fenced line of the above referenced tract, for the South corner of this tract;

THENCE: N 84° 53' 36" W 375.17 feet, along said Southwest fenced line, to an iron pin set in same for the West corner of this tract;

THENCE: N 51° 51' 51" E. 892.81 feet to an iron pin set in the Southwest fenced line of said Hoffmann Lane, for the North corner of this tract;

THENCE: Along the Southwest fenced line of Hoffmann Lane, S 47° 01' 49" E 258.48 feet and S 47° 12' 58" E 191.52 feet to the Point of Beginning and containing 6.000 acres of land, more or less.

All according to a survey made on the ground under the supervision of S. Craig Hollmig, Registered Public Surveyor on August 18, 1988.

LESS, SAVE AND EXCEPT:

TRACT ONE:

A 4.096 acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 405, Comal County, Texas, and being out of that certain 246.0 acre tract of land granted to Roland Pantermuehl by Deed of Partition by and between Valeska Pantermuehl and Roland Pantermuehl recorded on Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, and being more particularly described by metes and bounds in a Special Warranty Deed dated July 9, 2002 from Roland H. Pantermuehl, et al to Julie Allison, and recorded under Document No. 200206033702 of the Official Public Records of Comal County, Texas, reference to which is here made for all purposes;

TRACT TWO:

A 1.056 acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 405, Comal County, Texas, and being out of that certain 246.0 acre tract granted to Roland Pantermuehl by Deed of Partition by and between Valeska Pantermuehl and Roland Pantermuehl recorded in Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, and being more particularly described by metes and bounds in a Special Warranty Deed dated July 9, 2002 from Roland H. Pantermuehl, et al to John Pantermuehl and Jennifer Blythe Pantermuehl, and recorded under Document No. 200206033704 of the Official Public Records of Comal County, Texas, reference to which is here made for all purposes;

TRACT THREE:

A 0.251 of an acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 405, Comal County, Texas, and being out of that certain 246.0 acre tract granted to Roland Pantermuehl by Deed of Partition by and between Valeska Pantermuehl and Roland Pantermuehl recorded in Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, and being more particularly described by metes and bounds in a Special Warranty Deed dated July 9, 2002 from Roland H. Pantermuehl, et al to Janice Lynn Ziegler, and recorded under Document No. 200206033706 of the Official Public Records of Comal County, Texas, reference to which is here made for all purposes;

TRACT FOUR:

A 0.004 of an acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 405, Comal County, Texas, and being out of that certain 246.0 acre tract granted to Roland Pantermuehl by Deed of Partition by and between Valeska Pantermuehl and Roland Pantermuehl recorded in Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, and being more particularly described by metes and bounds in a Special Warranty Deed dated July 9, 2002 from Roland H. Pantermuehl, et al to Kathy Leber, and recorded under Document No. 200206033710 of the Official Public Records of Comal County, Texas, reference to which is here made for all purposes;

TRACT FIVE:

A 1.004 acre tract of land out of a 246.0 acre tract of land apportioned to Roland Pantermuehl and wife, Julia Katherine Pantermuehl, in a Deed of Partition between Roland Pantermuehl and Valeska Pantermuehl, dated November 17, 1979 and recorded in Volume 289, pages 429-434, of the Comal County Deed Records, and being a part of Subdivision 3, of the Orilla Russell League Survey No. 2, Abstract No. 485, Comal County, Texas, and being more particularly described by metes and bounds in a Deed of Gift dated August 3, 1982 from Roland H. Pantermuehl, et al to Julia Pantermuehl Allison, and recorded in Volume 343, Pages 27-31 of the Official Public Records of Real Property of Comal County, Texas, reference to which is here made for all purposes;

TRACT SIX:

A 3.762 acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 405, Comal County, Texas, and being out of that certain 246.0 acre tract granted to Roland Pantermuehl by Deed of Partition by and between Valeska Pantermuehl and Roland Pantermuehl recorded in Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, and also being out of that certain 6.352 acre tract retained by Roland Pantermuehl out of his 246.0 acre

tract, and described in Volume 304 on pages 580-582 of the Deed Records of Comal County, Texas, said 3.762 acre tract described more particularly by metes and bounds in a Special Warranty Deed dated July 30, 2002 from Roland H. Pantermuehl, et ux to Kathy Leber, recorded under Document File No. 200206033711 of the Official Public Records of Comal County, Texas, reference to which is here made for all purposes;

TRACT SEVEN:

Being a 5.441 acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 405, Comal County, Texas, and being out of that certain 246.0 acre tract of land granted to Roland Pantermuehl by Deed of Partition by and between Valeska Pantermuehl and Roland Pantermuehl recorded in Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, and being more particularly described by metes and bounds in a Special Warranty Deed dated July 9, 2002 from Karen Dietz, et al to Roland H. Pantermuehl and Julia Katherine Pantermuehl, and recorded under Document No. 200206033703 of the Official Public Records of Comal County, Texas, reference to which is here made for all purposes; being the same tract conveyed to Roland Mark Pantermuehl under the Last Will and Testament;

TRACT EIGHT:

Being a 2.590 acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 405, Comal County, Texas, and being out of that certain 246.0 acre tract of land granted to Roland Pantermuehl by Deed of Partition by and between Valeska Pantermuehl and Roland Pantermuehl recorded in Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, said 2.590 acre tract also being the Southern portion of a 6.352 acre tract retained by Roland Pantermuehl out of the 246.0 acre tract and described in Volume 304 on pages 580-582 of the Deed Records of Comal County, Texas, said 2.590 acre tract described more particularly by metes and bounds in the Last Will and Testament of ROLAND H. PANTERMUEHL, Deceased, which said Will has been duly admitted for probate under Cause No. 2005PC0075, in the County Court at Law, Sitting in Matters Probate, Comal County, Texas; being the same 2.590 acres conveyed to Julia Katherine Pantermuehl by Deed of Gift recorded under Document No. 200606008414, in the Official Public Records of Comal County, Texas; being the same tract conveyed to Roland Mark Pantermuehl under the Last Will and Testament;

TRACT NINE:

Being a 10.200 acre tract of land out of the Orilla Russell League Survey No. 2,

Abstract No. 485, Comal County, Texas, and being 3.918 acres out of that certain 527.03 acre tract conveyed by Roland Pantermuehl, et al to Centex Development Co. by deed dated June 26, 1978 and recorded in Volume 268 on pages 388-394 of the Deed Records of Comal County, Texas, also being 3.918 acres out of that certain 17.241 acre tract conveyed by Centex Development Company, L.P. to Valeska Pantermuehl by deed dated August 22, 1988 and recorded in Volume 643 on pages 736 of the Official Public Records of Comal County, Texas; and also being 6.282 acres out of that certain 246.0 acre tract conveyed to Roland Pantermuehl in Deed of Partition recorded in Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, said 10.200 acre tract described more particularly by metes and bounds as follows:

FROM a ½" re-bar rod found in the original Southwest line of Hoffman Lane, the original Northeast line of the above cited 527.03 acre tract, for the North corner of a 6.000 acre tract conveyed to Valeska Pantermuehl by deed recorded in Volume 643 on page 737, Comal County, Texas Official Public Records, from said rod found, a ½" re-bar rod found for the East corner of 9.738 acre Lot 1E, Vacating Plat of Lot 1, Hoffman Oaks, recorded in Volume 12 on page 44 of the Map and Plat Records of Comal County, Texas bears S. 51° 51' 51" W. 7.74 feet; THENCE continuing with the Southwest line of Hoffman Lane, the Northeast line of the 527.03 acre tract and the Northeast line of the 6.000 acre tract, S. 46° 39' 52" E. 257.36 feet to a cedar post and S. 47° 56' 06" E. 192.63 feet to a ½" re-bar rod found at the point of intersection of the Southwest line of Hoffman Lane with the Northwest line of the Lower Colorado River Authority 100 foot wide Easement and R.O.W. recorded in Volume 334 on page 461, Comal County, Texas Deed Records, for the East corner of the 6.000 acre tract, for the North corner of the above cited 17.241 acre tract, from said rod found, a ½" re-bar rod found for the South corner of the 6.000 acre tract, for the West corner of the 17.241 acre tract bears S. 67° 04' 15" W. 714.73 feet (REFERENCE LINE); THENCE crossing the said 100 foot wide Easement and R. O. W., with the Southwest line of Hoffman Lane, with the Northeast line of the 527.03 acre tract and the 17.241 acre tract, 47° 56' 06" E. 110.07 feet to a ½" re-bar rod set at the point of intersection of the Southeast line of the 100 foot wide easement and R.O.W. with the Southwest line of Hoffman Lane, for the North corner and POINT OF BEGINNING of the herein described 10.200 acre tract;

THENCE continuing with the Southwest line of Hoffman Lane, with the Northeast line of the 527.03 acre tract and the 17.241 acre tract, S. 47° 37' 44" E. 352.24 feet to a ½" re-bar rod set for the East corner of this 10.200 acre tract;

THENCE establishing the Southeast line of this 10.200 acre tract, S. 42° 22' 16" W., at 477.52 feet a ½" re-bar rod set in the fence, the Southwest line of the 527.03 acre tract, the Southwest line of the 17.241 acre tract, the Northeast line of the above cited 246.0 acre tract, in all a total distance of 1,261.40 feet to a ½" re-bar rod set for the South corner of this 10.200 acre tract;

THENCE establishing the Southwest line of this 10.200 acre tract, N. 47° 37' 44" W. 352.24 feet to a ½" re-bar rod set for the West corner of this 10.200 acre tract;

THENCE establishing the Northwest line of this 10.200 acre tract, N. 42° 22' 16" E., at 769.83 feet a ½" re-bar rod set in the fence, the Southwest line of the 527.03 acre tract, the Southwest line of the 17.241 acre tract, the Northeast line of the 246.0 acre tract, in all a total distance of 1,261.40 feet to the Place of Beginning;

together with a 10 foot wide, 0.033 of an acre Water Line Easement to provide water line access from an existing water well located on the 17.241 acre tract to the above described 10.200 acre tract;

FROM a ½" re-bar rod set at the point of intersection of the Southwest line of Hoffman Lane with the Southeast line of the 100 foot wide L.C.R.A. Easement and R.O.W., for the North corner of the above described 10.200 acre tract; THENCE with the Northwest line of the 10.200 acre tract, S. 42° 22' 16" W. 443.10 feet to a point for the East corner of this Water Line Easement;

THENCE continuing with the Northwest line of the 10.200 acre tract, S. 42° 22' 16" W. 10.00 feet to a point for the South corner of this Water Line Easement;

THENCE establishing the Southwest line of this Water Line Easement, N. 47° 37' 44" W. 144.11 feet to a point for the West corner of this Water Line Easement;

THENCE establishing the Northwest line of this Water Line Easement, N. 42° 22' 16" E. 10.00 feet to a point for the North corner of this Water Line Easement;

THENCE establishing the Northeast line of this Water Line Easement, S 47° 37' 44" E. 144.11 feet to the Place of Beginning.

All according to a survey made on the ground and completed on March 9, 2005 by Gerard S. Scholler, R.P.L.S. 1876; being the same 10.2 acres conveyed to Karen and Frank Dietz by Special Warranty Deed recorded under Document No.

200506009901, in the Official Public Records of Comal County, Texas;

TRACT TEN:

5.100 acres of land out of the Orilla Russell League Survey No. 2, Abstract No. 485, in Comal County, Texas, and being out of and a part of a 17.241 acre tract designated as TRACT ONE and described in a Deed of Gift from ROLAND PANTERMUEHL and JULIA KATHERINE PANTERMUEHL, individually and as Life Beneficiaries under the VALESKA PANTERMUEHL TESTAMENTARY TRUST to KAREN DIETZ, ET AL, executed on September 15, 2001 and recorded in Document No. 200206032781 of the Official Public Records of Comal County, Texas, and also being out of and a part of a 246.0 acre tract as conveyed by Deed of Gift from Roland H. Pantermuehl, et ux to Karen Dietz, et al and recorded in Volume 304, Pages 580-583 of the Deed Records of Comal County, Texas, said 5.100 acres of land being more particularly described as follows:

BEGINNING: at a found $\frac{1}{2}$ " iron pin in the Southwest Right-of-Way Line of Hoffmann Lane and be the Easternmost corner of this parcel and said 17.241 acre tract and the Northernmost corner of a 22.788 acre tract designated as TRACT 1 as described in a WARRANTY DEED WITH VENDOR'S LIEN, dated August 23, 1988, and recorded in Volume 643, Pages 726-729 of the Official Public Records of Comal County, Texas;

THENCE: (1) SOUTH 36 deg. 39' 23" West, (all bearings in this description are referenced to Grid North of the Texas Coordinate System NAD 83 (93) CORS, South Central Zone (4204)), a distance of 490.36 feet along the Southeast line of this parcel and said 17.241 acre tract and the Northwest line of said 22.788 acre tract to a set $\frac{1}{2}$ " iron pin with plastic cap stamped "4233" and being an angle point;

THENCE: (2) NORTH 50 deg. 19' 20" West, a distance of 187.56 feet severing said 246.0 acre tract and along the Southwest line of this parcel to a set $\frac{1}{2}$ " iron pin with plastic cap stamped "4233" and being an angle;

THENCE: (3) SOUTH 39 deg. 40' 40" West, a distance of 411.65 feet along the Southeast line of this parcel to a set $\frac{1}{2}$ " iron pin with plastic cap stamped "4233" and being the Southernmost corner of this parcel;

- THENCE:** (4) NORTH 50 deg. 19' 20" West, a distance of 363.50 feet along the Southwest line of this parcel to a set ½" iron pin with plastic cap stamped "4233" and being the Westernmost corner of this parcel;
- THENCE:** (5) NORTH 39 deg. 40' 40" East, a distance of 486.65 feet along the Northwest line of this parcel to a set ½" iron pin with plastic cap stamped "4233" and being an angle point;
- THENCE:** (6) SOUTH 50 deg. 19' 20" East, a distance of 472.00 feet along the Northeast line of this parcel to a set ½" iron pin with plastic cap stamped "4233" and being an angle point;
- THENCE:** (7) NORTH 36 deg. 39' 23" East, a distance of 420.50 feet severing said 17.241 acre tract and along the Northwest line of this parcel to a set ½" iron pin with plastic cap stamped "4233" in the Southwest Right-of-Way Line of Hoffmann Lane and being the Northernmost corner of this parcel;
- THENCE:** (8) SOUTH 46 deg. 20' 40" East, a distance of 75.56 feet along the Northeast line of this parcel and the Southeast Right-of-Way Line of said Hoffmann Lane to a found ½" iron pin being the **POINT OF BEGINNING**, containing 5.100 acres of land;

TRACT ELEVEN:

Description of a 0.170 of an acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 405, Comal County, Texas, and being out of that certain 240.6 acre tract granted to Valeska Pantermuehl by Deed of Partition by and between Valeska Pantermuehl and Roland Pantermuehl recorded in Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, said 0.170 of an acre tract described more particularly by metes and bounds as follows:

FROM a 3/8" re-bar rod found in the East R.O.W. line of F. M. Road 306, for the Northwest corner of a 246.0 acre tract granted to Roland Pantermuehl by above cited Partition Deed, for the Southwest corner of the Valeska Pantermuehl 240.6 acre tract; THENCE with the East R.O.W. line of F. M. Road 306, the West line of the 240.6 acre tract, N. 05° 37' 22" E. 62.33 feet and N. 05° 36' 00" E. 253.60 feet to a ½" re-bar rod set for the Northwest corner of a called 4.487 acre tract (resurveyed and found to contain under monumentation 4.679 acres) conveyed to Jan Ziegler by deed dated July 10, 1997 and recorded as Document No. 9706018225 of the Official Public Records of Comal County, Texas, for the

Southwest corner and POINT OF BEGINNING of the herein described 0.170 of an acre tract;

THENCE continuing with the East R.O.W. line of F. M. Road 306, the West line of the 240.6 acre tract, N. 05° 36' 00" E. 6.42 feet to a ½" re-bar rod set for the Southwest corner of a 2.175 acre tract surveyed on even date herewith, for the Northwest corner of this 0.170 of an acre tract;

THENCE with the South line of the said 2.175 acre tract, N. 66° 42' 55" E. 1,318.65 feet to a ½" re-bar rod set for a re-entrant corner of the 2.175 acre tract, for the Northeast corner of this 0.170 of an acre tract;

THENCE with a West line of the 2.175 acre tract, S. 17° 23' 24" E. 5.65 feet to a ½" re-bar rod found for the Northeast corner of the Jan Ziegler called 4.487 acre tract, for the Southeast corner of this 0.170 acre tract; from said rod found, a ½" re-bar rod set for a Northwest corner of the 246.0 acre tract, a re-entrant corner of the 240.6 acre tract, bears S. 17° 23' 29" E. 11.47 feet;

THENCE with the North line of the Jan Ziegler called 4.487 acre tract, S. 66° 42' 55" W. 1,321.17 feet to the Place of Beginning.

All according to a survey made on the ground and completed on June 6, 2002, by Gerard S. Scholler, R.P.L.S. 1876; being the same .170 acres conveyed to Jan Ziegler by Special Warranty Deed recorded under Document No. 200206033708, in the Official Public Records of Comal County, Texas;

TRACT TWELVE:

Description of a 2.175 acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 405, Comal County, Texas, and being out of that certain 240.6 acre tract granted to Valeska Pantermuehl by Deed of Partition by and between Valeska Pantermuehl and Roland Pantermuehl recorded in Volume 289 on pages 429-434 of the Deed Records of Comal County, Texas, said 2.175 acre tract described more particularly by metes and bounds as follows:

BEGINNING at a ½" re-bar rod set in the East R.O.W. line of F. M. Road 306, for the Southwest corner of a 0.170 of an acre tract surveyed on even date herewith, for the Southwest corner of the herein described 2.175 acre tract, from said rod, a 3/8" re-bar rod in the East R.O.W. line of F. M. Road 306, for the Southwest corner of the above cited Valeska Pantermuehl 240.6 acre tract, for the Northwest corner of a 246.0 acre tract granted to Roland Pantermuehl in same

Deed of Partition bears S. 05° 36' 00" W. 260.02 feet and S. 05° 37' 22" W. 62.33 feet;

THENCE with the East R.O.W. line of F. M. Road 306, the West line of the 240.6 acre tract, N. 05° 36' 00" W. 38.98 feet to a concrete R.O.W. monument at the beginning of a curve, and THENCE in a Northerly direction, along the arc of a curve to the left, having a radius of 1,950.08 feet, a length of arc distance of 29.54 feet (chord bears N. 05° 34' 39" W. 29.54 feet) to a ½" re-bar rod set for the Northwest corner of this 2.175 acre tract;

THENCE into the said 240.6 acre tract, establishing the North line of this 2.175 acre tract, N. 66° 42' 55" E. 1291.75 feet to a ½" re-bar rod set and N. 72° 47' 12" E. 424.93 feet to a ½" re-bar rod found for the Northeast corner of a 6.352 acre tract retained by Roland Pantermuehl out of his 246.0 acre tract, and described in Volume 304 on pages 580-582 of the Deed Records of Comal County, Texas, for the Northeast corner of a 3.762 acre tract out of the North portion of the 6.352 acre tract;

THENCE with the North line of the 6.352 acre tract and the North line of the 3.762 acre tract, S. 62° 27' 11" W. 431.69 feet to a ½" re-bar rod set in the West line of a called 4.487 acre tract conveyed to Jan Ziegler by deed dated July 10, 1997 and recorded as Document No. 9706018225 of the Official Public Records of Comal County, Texas, for the Northwest corner of the 6.352 acre tract and the 3.762 acre tract, for a Southwest corner of this 2.175 acre tract;

THENCE with the West line of the Jan Ziegler called 4.487 acre tract, N. 17° 23' 29" W. 11.47 feet to a 3/8" re-bar rod found for the Northeast corner of the called 4.487 acre tract, for the Southeast corner of the said 0.170 of an acre tract;

THENCE with the East line of the 0.170 of an acre tract, N. 17° 23' 24" W. 5.65 feet to a ½" re-bar rod set for the Northeast corner of the 0.170 of an acre tract, for a re-entrant corner of this 2.175 acre tract;

THENCE with the North line of the 0.170 of an acre tract, S. 66° 42' 55" W. 1,318.65 feet to the Place of Beginning.

All according to a survey made on the ground and completed on June 6, 2002, by Gerard S. Scholler, R.P.L.S. 1876; being the same 2.175 acres conveyed to Kathy Leber by Special Warranty Deed recorded under Document No. 200206033709, in the Official Public Records of Comal County, Texas;

TRACT THIRTEEN:

Being a 4.487 acre tract of land (resurveyed and found to contain under monumentation 4.520 acres) out of the Orilla Russell Survey No. 2, Comal County, Texas, and also being out of a tract called 240.6 acres as described in Partition Deed recorded in Volume 289, Pages 429-434 of the Deed Records of Comal County, Texas, and all bearings referred to in this description are rotated to and referenced to a bearing of N 66° 13' 39" E between iron pins found along a Southerly line of the above referenced 240.6 acre tract, said 4.487 acre tract being more particularly described by metes and bounds in a Warranty Deed from Richard Leber et al to Jan Ziegler, dated July 10, 1997, recorded under Doc# 9706018225, in the Official Public Records of Comal County, Texas;

TRACT FOURTEEN:

Being a 1.025 acre tract of land out of the Orilla Russell Survey No. 2, Comal County, Texas, and also being out of a tract called 240.6 acres as described in Partition Deed recorded in Volume 289, Pages 429-434 of the Deed Records of Comal County, Texas, and all bearings referred to in this description are rotated to and referenced to a bearing of N 66° 13' 39" E between iron pins found along a Southerly line of the above referenced 240.6 acre tract, said 1.025 acre tract being more particularly described by metes and bounds in a Special Warranty Deed from Karen Dietz, et al to John Pantermuehl and Jennifer Blythe Pantermuehl, dated September 15, 2001, recorded under Doc#200206032790, in the Official Public Records of Comal County, Texas;

TRACT FIFTEEN:

Being 3.000 acre tract of land out of the Orilla Russell Survey No. 2, Abstract No. 485, Comal County, Texas, and being a 3.000 acre tract out of that certain 240.6 acre tract conveyed to Valeska Pantermuehl by Partition Deed recorded in Volume 289, Pages 429-434 of the Deed Records of Comal County, Texas, also being out a called 8.655 acre tract out of the said 240.6 acre tract, said 3.000 acre tract being more particularly described by metes and bounds in a Special Warranty Deed from Karen Dietz, et al to John Pantermuehl and Jennifer Blythe Pantermuehl, dated September 15, 2001, recorded under Doc#200206032790, in the Official Public Records of Comal County, Texas.

Reservations from Conveyance: NONE.

Exceptions to Conveyance and Warranty: All presently recorded restrictions, reservations, easements, covenants and conditions that affect the property; taxes for the year 2012, the payment of which Grantee assumes; and subsequent assessments

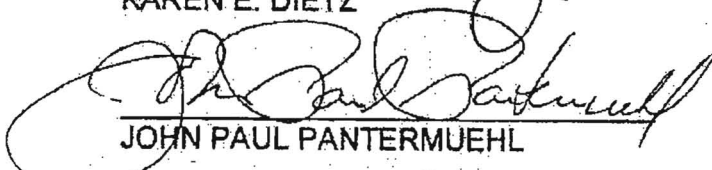
for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

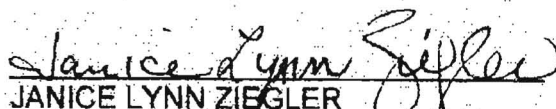
These exception do not constitute an acknowledgement of the existence or viability of any of the foregoing, nor a ratification, adoption or revival of any expired or terminated interest.

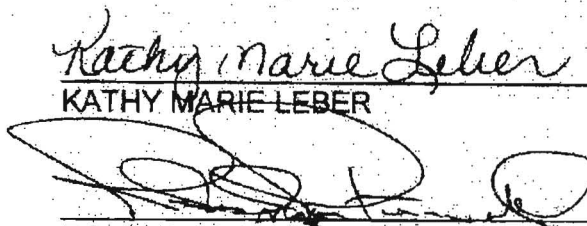
When the context requires, singular nouns and pronouns include the plural.


KAREN E. DIETZ


JOHN PAUL PANTERMUEHL


JULIA K. ALLISON


JANICE LYNN ZIEGLER

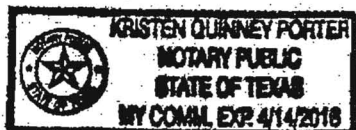

KATHY MARIE LEBER

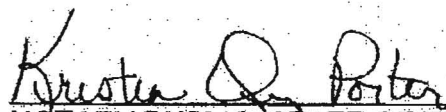

ROLAND MARK PANTERMUEHL

DAVID MICHAEL PANTERMUEHL

THE STATE OF TEXAS
COUNTY OF Cornal

This instrument was acknowledged before me on this the 4th day of August, 2012, by KAREN E. DIETZ.



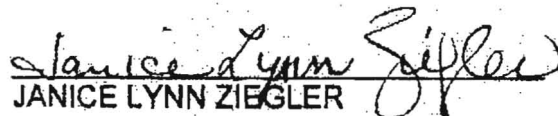

NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed:

My Commission Expires: _____

KAREN E. DIETZ

JOHN PAUL PANTERMUEHL

JULIA K. ALLISON


JANICE LYNN ZIEGLER

KATHY MARIE LEBER

ROLAND MARK PANTERMUEHL


DAVID MICHAEL PANTERMUEHL

THE STATE OF TEXAS *
COUNTY OF _____ *

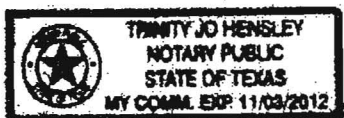
This instrument was acknowledged before me on this the _____ day of _____, 2012, by KAREN E. DIETZ.

NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed:

My Commission Expires:

THE STATE OF TEXAS
COUNTY OF COMAL

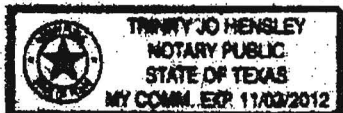
This instrument was acknowledged before me on this the 14th day of September, 2012, by JOHN PAUL PANTERMUEHL.



Trinity Jo Hensley
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed: Trinity Jo Hensley
My Commission Expires: 11/03/2012

THE STATE OF TEXAS
COUNTY OF COMAL

This instrument was acknowledged before me on this the 15th day of August, 2012, by JULIA K. ALLISON.

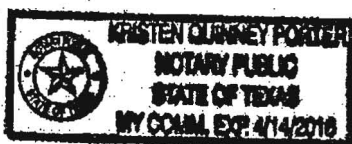


Trinity Jo Hensley
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed: Trinity Jo Hensley
My Commission Expires: 11/03/2012

THE STATE OF TEXAS *

COUNTY OF Comal *

This instrument was acknowledged before me on this the 27th day of July, 2012, by JANICE LYNN ZIEGLER.



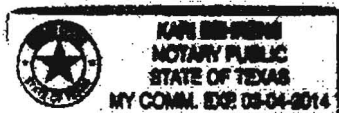
Kristen Quinney Porter
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed:

My Commission Expires: _____

THE STATE OF TEXAS *

COUNTY OF Comal *

This instrument was acknowledged before me on this the 9th day of August, 2012, by KATHY MARIE LEBER.

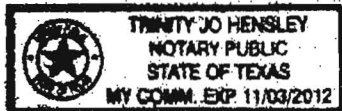


Kari Behrens
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed:

Kari Behrens
My Commission Expires: 03-04-2014

THE STATE OF TEXAS
COUNTY OF COMAL

This instrument was acknowledged before me on this the 27th day of August, 2012, by ROLAND MARK PANTERMUEHL.



Trinity Jo Hensley

NOTARY PUBLIC, STATE OF TEXAS

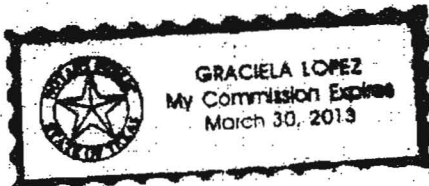
Notary's Name Printed:

Trinity Jo Hensley

My Commission Expires: 11/03/2012

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on this the 20th day of August, 2012, by DAVID MICHAEL PANTERMUEHL.



Graciela Lopez

NOTARY PUBLIC, STATE OF TEXAS

Notary's Name Printed:

Graciela Lopez

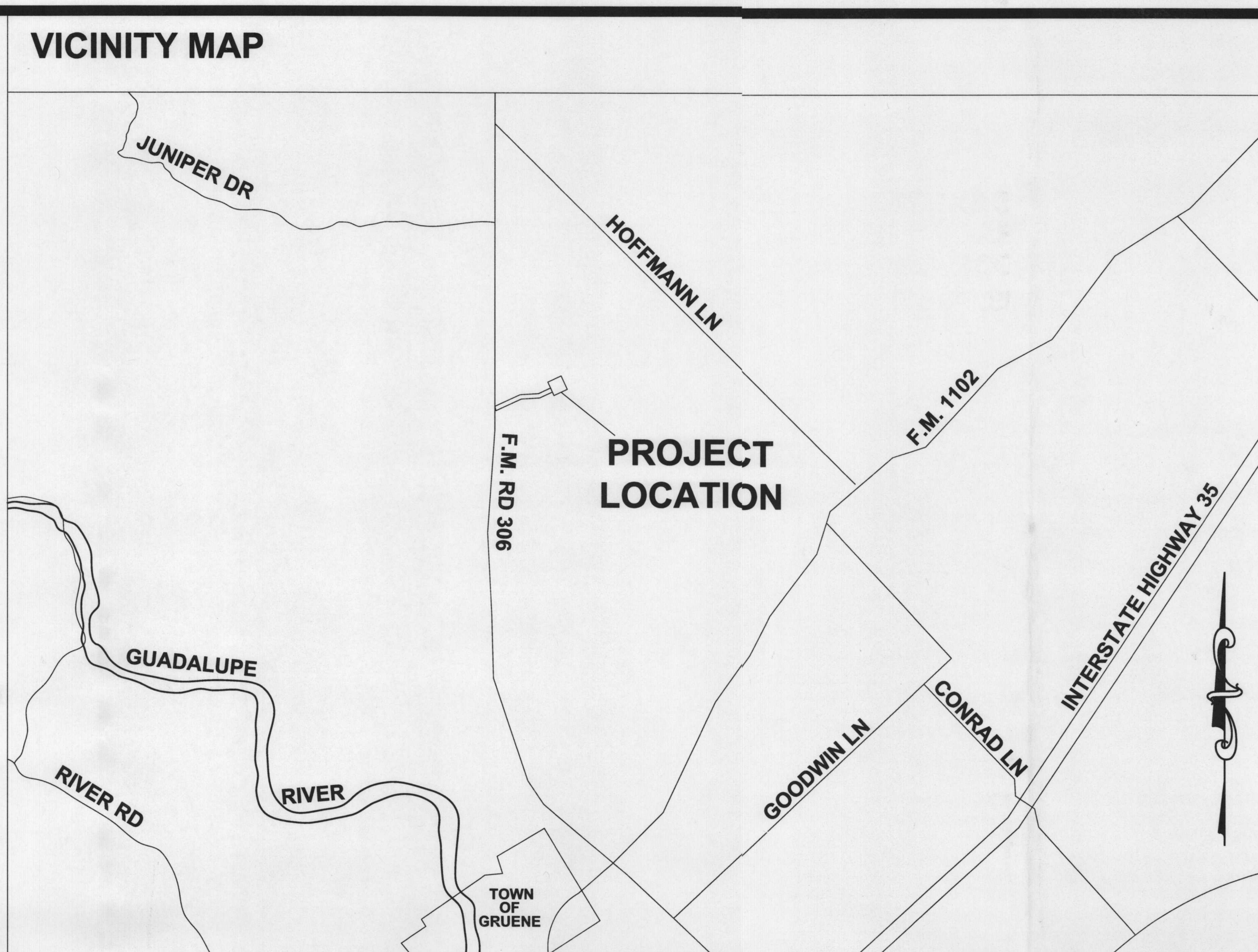
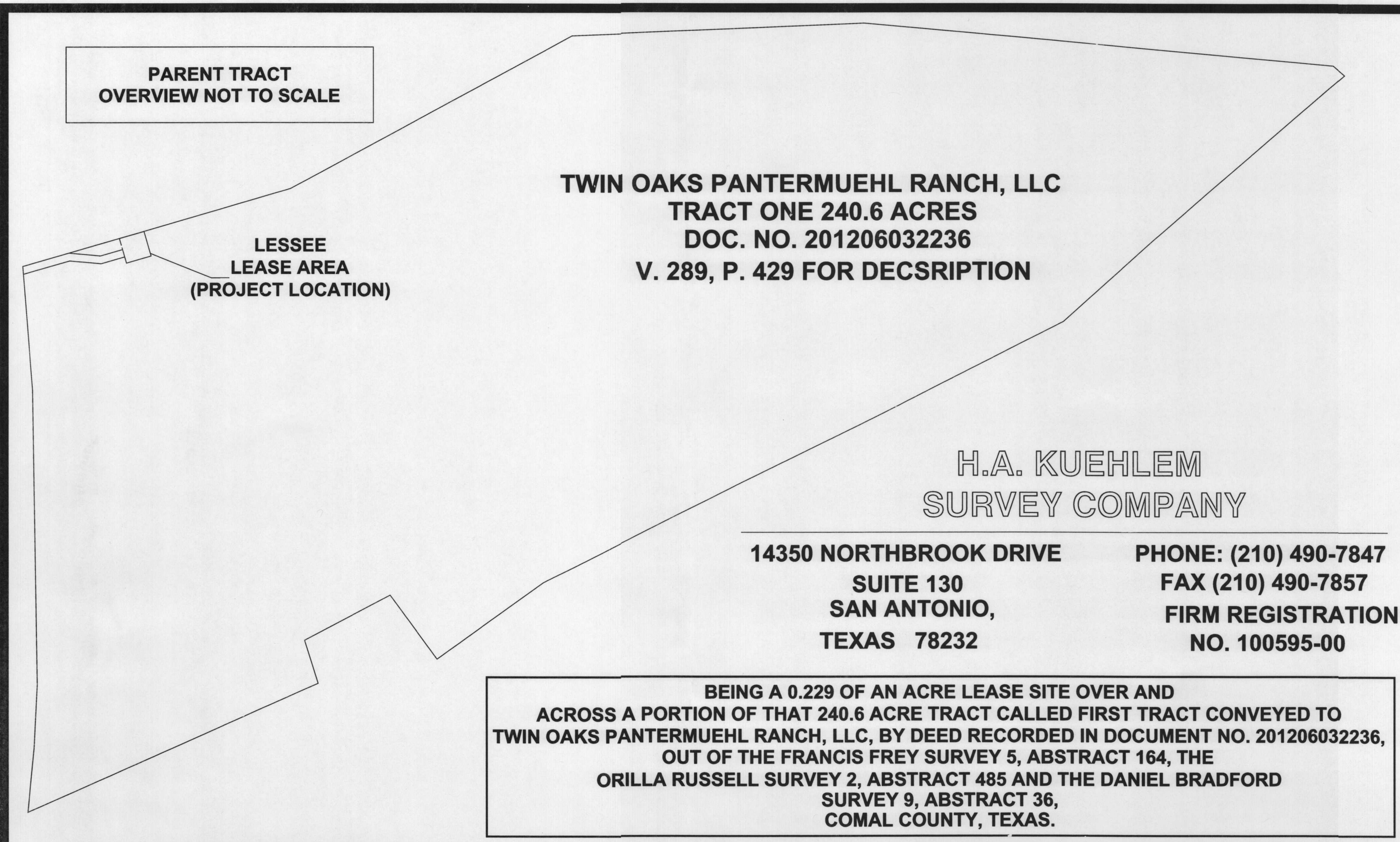
My Commission Expires: 3-30-2013

PREPARED IN THE LAW OFFICE OF:
KIESLING, PORTER, KIESLING & FREE, P.C.
P. O. Box 311686
New Braunfels, TX 78131-1686

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
09/14/2012 11:20:44 AM
DARLA - 19 Page(s)
201206032236



Joy Streater



SHEET INDEX

- OVERALL SITE PLAN
- GRADING, DRAINAGE & EROSION CONTROL PLANS
- TCEQ NOTES AND DETAILS

PROJECT INFORMATION

SITE NAME: NORTH GRUENE STX

OWNERS NAME: TWIN OAKS PANTERMUEHL RANCH, LLC

SITE ADDRESS: FM 306
NEW BRAUNFELS, TEXAS 78132

911 ADDRESS:

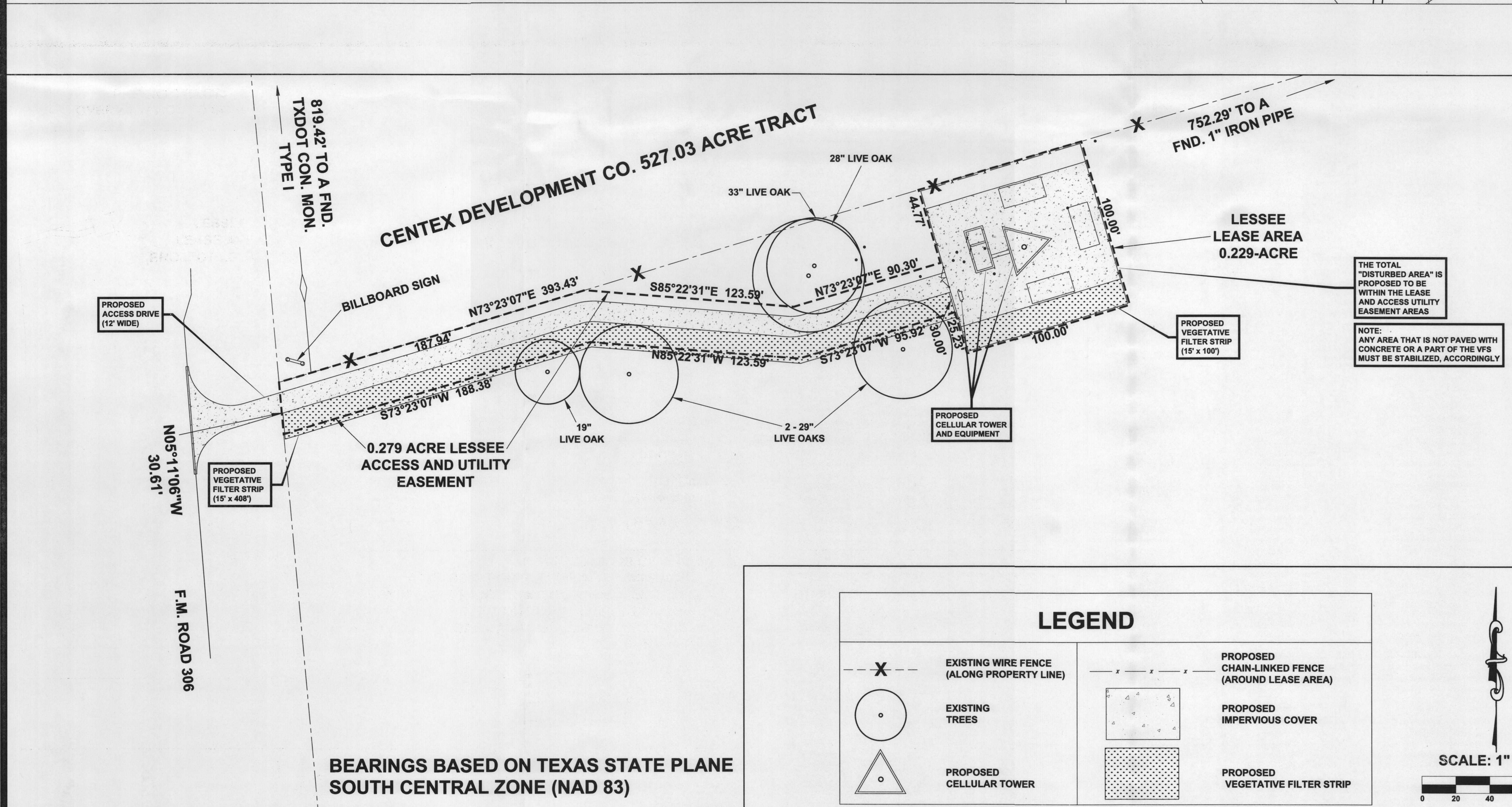
LATITUDE: 29°46' 35.802"

LONGITUDE: 98°06' 11.869"

GROUND ELEVATION: 826.2

NOTES:

- ALL ELEVATIONS ARE MEAN SEA LEVEL (NORTH AMERICAN VERTICAL DATUM OF 1988)
- THIS SURVEY WAS PERFORMED ACCORDING TO TEXAS ABSTRACT SERVICES ABTRACTOR'S CERTIFICATE DATED JUNE 19, 2014
- BEARINGS BASED ON TEXAS STATE PLANE SOUTH CENTRAL ZONE (NAD 83).



Texas Commission on Environmental Quality

TSS Removal Calculations 04-20-2009

Project Name: North Gruene STX
Date Prepared: 3/6/2015
Date Revised:

1. The Required Load Reduction for the total project:

Calculations from RG-348

Pages 3-27 to 3-30

Page 3-29 Equation 3.3: $L_d = 27.2(A_i \times P)$

where:

L_d TOTAL PROJECT = Required TSS removal resulting from the proposed development = 80% of increased load

A_i = 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 = | 0.51 acres |
| Predevelopment impervious area within the limits of the plan = | 0.00 acres |
| Total post-development impervious area within the limits of the plan = | 0.12 acres |
| Total post-development impervious cover fraction = | 0.23 |
| P = | 33 inches |

L_d TOTAL PROJECT = 106 lbs.

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

Number of drainage basins / outfalls areas leaving the plan area = 1

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

| | |
|---|------------|
| Drainage Basin/Outfall Area No. = | 1 |
| Total drainage basin/outfall area = | 0.51 acres |
| Predevelopment impervious area within drainage basin/outfall area = | 0.00 acres |
| Post-development impervious area within drainage basin/outfall area = | 0.12 acres |
| Post-development impervious fraction within drainage basin/outfall area = | 0.23 |
| L_d THIS BASIN = | 106 lbs. |

3. Indicate the proposed BMP Code for this basin.

Proposed BMP = Vegetated Filter Strips

Removal efficiency = 85 percent

Vegetated Filter Strips

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

RG-348 Page 3-33 Equation 3.7: $L_d = (BMP \text{ efficiency}) \times P \times (A_i \times 34.6 + A_p \times 0.54)$

where:

A_i = Total On-Site drainage area in the BMP catchment area

A_p = Impervious area proposed in the BMP catchment area

A_p = Pervious area remaining in the BMP catchment area

L_d = TSS Load removed from this catchment area by the proposed BMP

| | |
|---------|------------|
| A_i = | 0.51 acres |
| A_p = | 0.12 acres |
| A_p = | 0.39 acres |
| L_d = | 121 lbs. |

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

Desired L_d THIS BASIN = 121 lbs.

F = 1.00

16. Vegetated Filter Strips

Designed as Required in RG-348

Pages 3-55 to 3-57

There are no calculations required for determining the load or size of vegetative filter strips.

The 80% removal is provided when the contributing drainage area does not exceed 72 feet (direction of flow) and the sheet flow leaving the impervious cover is directed across 15 feet of engineered filter strips with maximum slope of 20% or across 50 feet of natural vegetation with a maximum slope of 10%. There can be a break in grade as long as no slope exceeds 20%.

If vegetative filter strips are proposed for an interim permanent BMP, they may be sized as described on Page 3-56 of RG-348.

1 OVERALL SITE PLAN LAYOUT

SCALE: 1" = 40'

THOMPSON LAND ENGINEERING, LLC

Land Planning, Site Design, Subdivision Engineering

P.O. Box 160062, Austin, Texas 78716 (512-328-0002)

email: rct@tleng.net

www.tleng.net

DATE

REVISION

NORTH GRUENE STX

FM 306, NEW BRAUNFELS, TX 78132

OVERALL SITE PLAN LAYOUT

PROJECT

SHEET NAME

DATE ISSUED

JUNE, 2015

DESIGNED BY

RCT

DRAFTED BY

JOB NUMBER

1386

SHEET

1 OF 3

06/10/15

RECEIVED

JUN 17 2015

COUNTY ENGINEER

TCEQ-R13

JUN 12 2015

SAN ANTONIO

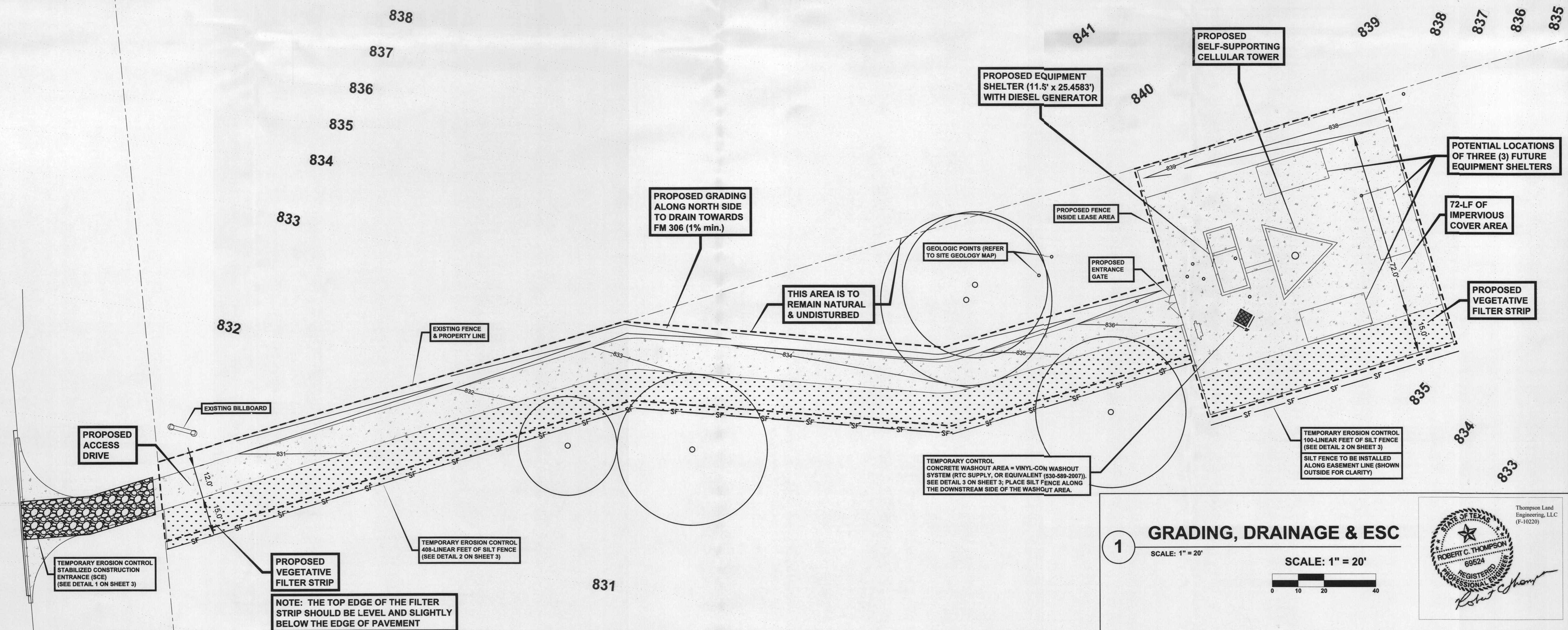
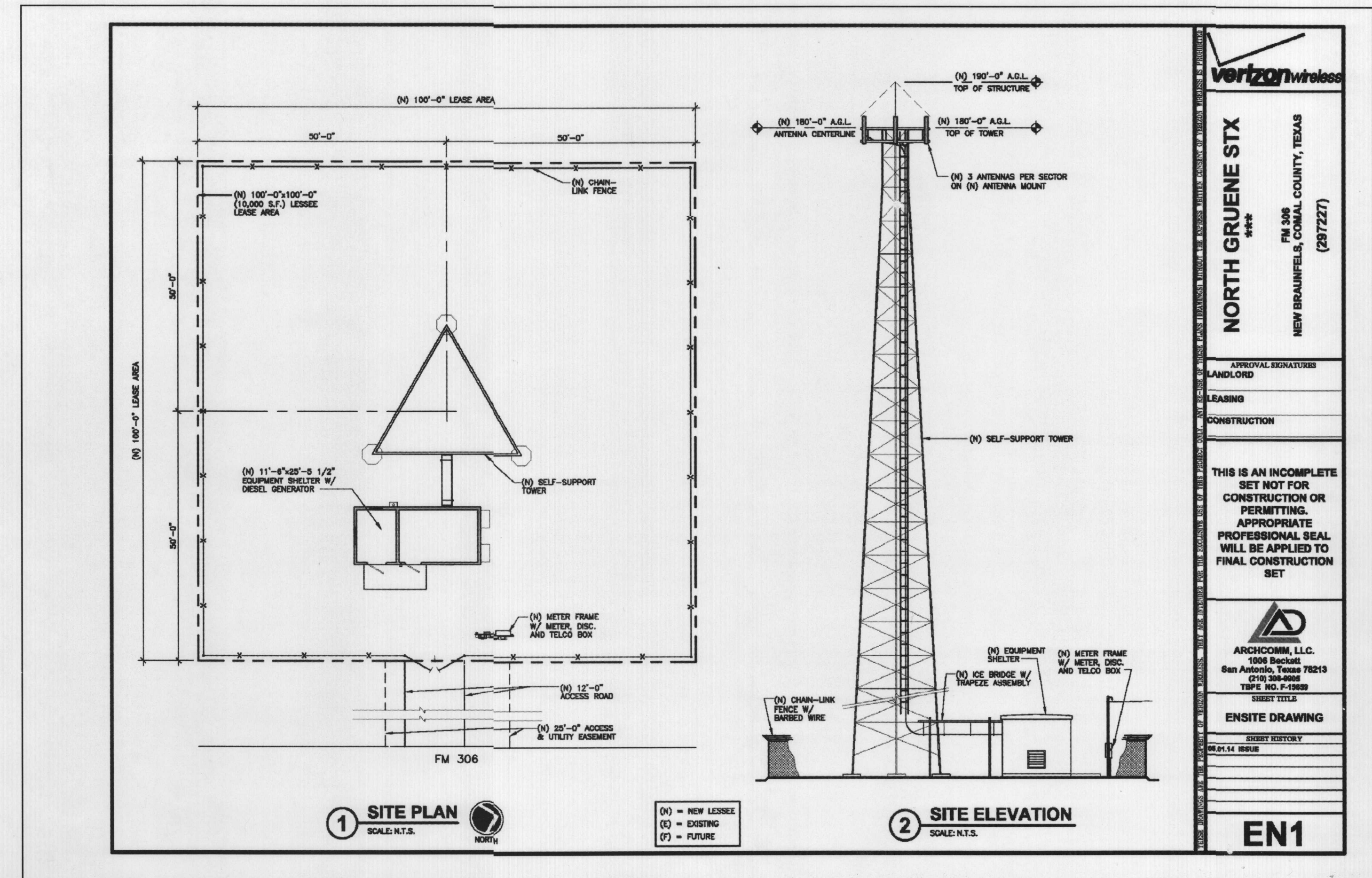
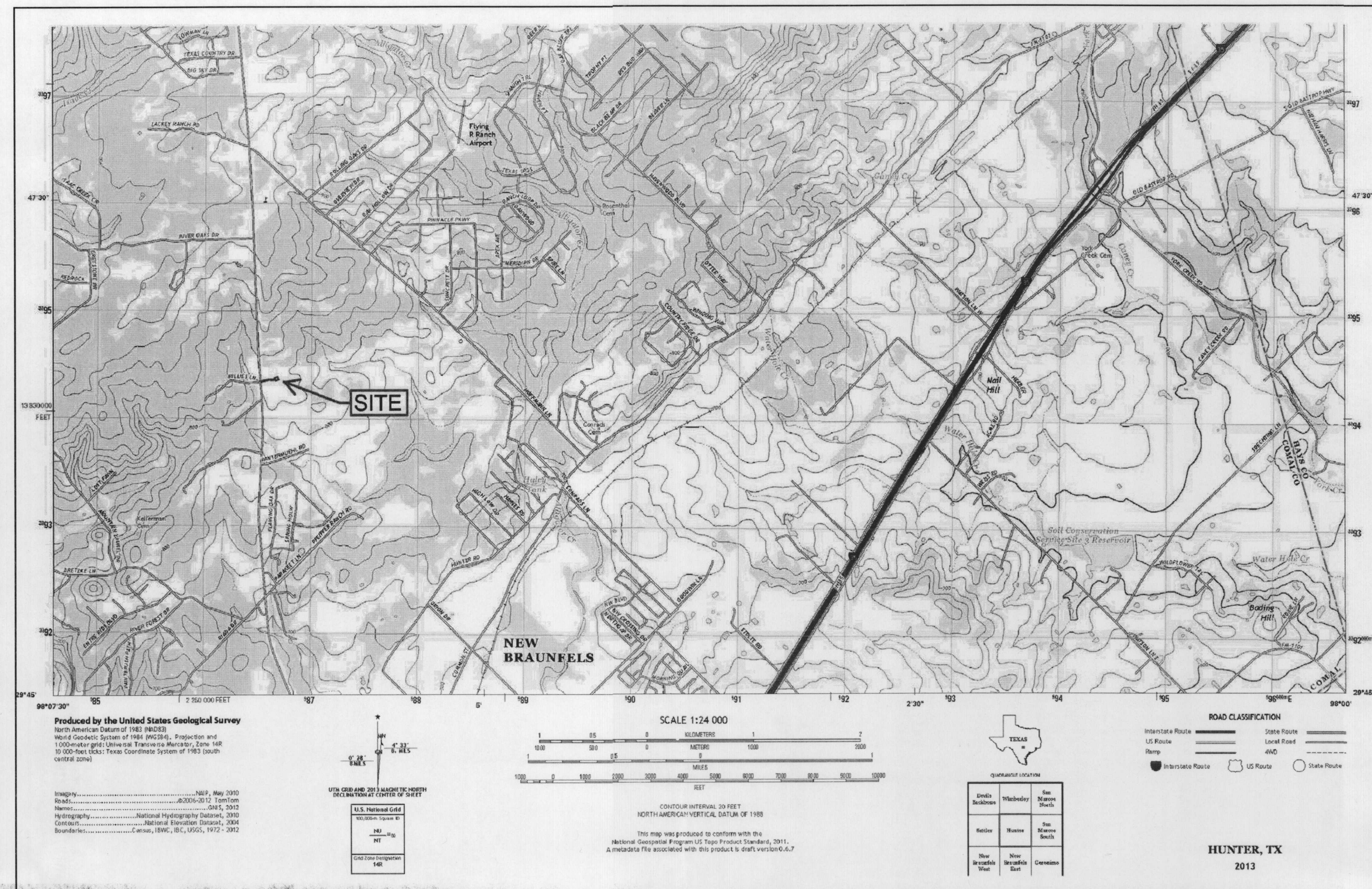
Thompson Land Engineering, LLC (F-10220)

ROBERT C. THOMPSON

69524

REGISTERED PROFESSIONAL ENGINEER

Robert Thompson



SPILL PREVENTION AND CONTROL NOTES
(BASED ON TAC 30.327)

A DISCHARGE OR SPILL IS AN ACT OR OMISSION BY WHICH OIL, HAZARDOUS SUBSTANCES, WASTE, OR OTHER SUBSTANCES ARE SPILLED, LEAKED, PUMPED, POURED, EMITTED, ENTERED, OR DUMPED ONTO OR INTO WATERS IN THE STATE OF TEXAS OR BY WHICH THOSE SUBSTANCES ARE DEPOSITED WHERE, UNLESS CONTROLLED OR REMOVED, THEY MAY DRAIN, SEEP, RUN, OR OTHERWISE ENTER WATER IN THE STATE OF TEXAS.

NOTIFICATION REQUIREMENTS (RULE §327.3)

(A) REPORTABLE DISCHARGE OR SPILL. A REPORTABLE DISCHARGE OR SPILL IS A DISCHARGE OR SPILL OF OIL, PETROLEUM PRODUCT, USED OIL, HAZARDOUS SUBSTANCES, INDUSTRIAL SOLID WASTE, OR OTHER SUBSTANCES INTO THE ENVIRONMENT IN A QUANTITY EQUAL TO OR GREATER THAN THE REPORTABLE QUANTITY LISTED IN SECTION 327.4 OF THIS TITLE (RELATING TO REPORTABLE QUANTITIES) IN ANY 24-HOUR PERIOD.

(B) INITIAL NOTIFICATION. UPON THE DETERMINATION THAT A REPORTABLE DISCHARGE OR SPILL HAS OCCURRED, THE CONTRACTOR SHALL NOTIFY THE TCEQ AS SOON AS POSSIBLE BUT NOT LATER THAN 24 HOURS AFTER THE DISCOVERY OF THE SPILL OR DISCHARGE.

(C) METHOD OF NOTIFICATION. THE CONTRACTOR SHALL NOTIFY THE TCEQ IN ANY REASONABLE MANNER INCLUDING BY TELEPHONE, IN PERSON, OR BY ANY OTHER METHOD APPROVED BY THE TCEQ. IN ALL CASES, THE INITIAL NOTIFICATION SHALL PROVIDE, TO THE EXTENT KNOWN, THE INFORMATION LISTED IN SUBSECTION (D) OF THIS SECTION. NOTICE PROVIDED UNDER THIS SECTION SATISFIES THE FEDERAL REQUIREMENT TO NOTIFY THE STATE EMERGENCY RESPONSE COMMISSION IN THE STATE OF TEXAS. THE CONTRACTOR SHALL NOTIFY ONE OF THE FOLLOWING:

- (1) THE STATE EMERGENCY RESPONSE CENTER AT 1-800-432-8224;
- (2) DURING NORMAL BUSINESS HOURS ONLY, THE REGIONAL OFFICE FOR THE TCEQ REGION IN WHICH THE DISCHARGE OR SPILL OCCURRED; OR
- (3) THE TCEQ AT THE TCEQ 24-HOUR SPILL REPORTING NUMBER(512) 239-2507 OR (512) 463-7727.

(D) INFORMATION REQUIRED IN INITIAL NOTIFICATION. THE INITIAL NOTIFICATION SHALL PROVIDE, TO THE EXTENT KNOWN, THE INFORMATION IN THE FOLLOWING LIST. COPIES OF SPILL REPORTS PREPARED FOR OTHER GOVERNMENTAL AGENCIES SHALL SATISFY THIS REQUIREMENT IF THEY CONTAIN, OR ARE SUPPLEMENTED TO CONTAIN, ALL THE INFORMATION REQUIRED BY THIS SUBSECTION. THE INITIAL NOTIFICATION SHALL CONTAIN:

- (1) THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE PERSON MAKING THE TELEPHONE REPORT;
- (2) THE DATE, TIME, AND LOCATION OF THE SPILL OR DISCHARGE;
- (3) A SPECIFIC DESCRIPTION OR IDENTIFICATION OF THE OIL, PETROLEUM PRODUCT, HAZARDOUS SUBSTANCES OR OTHER SUBSTANCES DISCHARGED OR SPILLED;
- (4) AN ESTIMATE OF THE QUANTITY DISCHARGED OR SPILLED;
- (5) THE DURATION OF THE INCIDENT;
- (6) THE NAME OF THE SURFACE WATER OR A DESCRIPTION OF THE WATERS IN THE STATE AFFECTED OR THREATENED BY THE DISCHARGE OR SPILL;
- (7) THE SOURCE OF THE DISCHARGE OR SPILL;
- (8) A DESCRIPTION OF THE EXTENT OF ACTUAL OR POTENTIAL WATER POLLUTION OR HARMFUL IMPACTS TO THE ENVIRONMENT AND AN IDENTIFICATION OF ANY ENVIRONMENTALLY SENSITIVE AREAS OR NATURAL RESOURCES AT RISK;
- (9) IF DIFFERENT FROM PARAGRAPH (1) OF THIS SUBSECTION, THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF THE CONTRACTOR AND THE CONTACT PERSON AT THE LOCATION OF THE DISCHARGE OR SPILL;
- (10) A DESCRIPTION OF ANY ACTIONS THAT HAVE BEEN TAKEN, ARE BEING TAKEN, AND WILL BE TAKEN TO CONTAIN AND RESPOND TO THE DISCHARGE OR SPILL;
- (11) ANY KNOWN OR ANTICIPATED HEALTH RISKS;
- (12) THE IDENTITY OF ANY GOVERNMENTAL REPRESENTATIVES, INCLUDING LOCAL AUTHORITIES OR THIRD PARTIES, RESPONDING TO THE DISCHARGE OR SPILL; AND
- (13) ANY OTHER INFORMATION THAT MAY BE SIGNIFICANT TO THE RESPONSE ACTION.

(E) UPDATE NOTIFICATION. THE CONTRACTOR SHALL NOTIFY THE TCEQ AS SOON AS POSSIBLE WHENEVER NECESSARY TO PROVIDE INFORMATION THAT WOULD TRIGGER A CHANGE IN THE RESPONSE TO THE SPILL OR DISCHARGE.

(F) CORRECTION OF RECORDS. NOTIFYING THE TCEQ THAT A REPORTABLE DISCHARGE OR SPILL HAS OCCURRED SHALL NOT BE CONSTRUED AS AN ADMISSION THAT POLLUTION HAS OCCURRED. FURTHERMORE, IF THE CONTRACTOR DETERMINES, AFTER NOTIFICATION, THAT A REPORTABLE DISCHARGE OR SPILL DID NOT OCCUR, THE CONTRACTOR MAY SEND A LETTER TO THE TCEQ DOCUMENTING THAT DETERMINATION. IF THE EXECUTIVE DIRECTOR AGREES WITH THAT DETERMINATION, THE EXECUTIVE DIRECTOR WILL NOTE THE DETERMINATION IN COMMISSION RECORDS. IF THE EXECUTIVE DIRECTOR DISAGREES WITH THAT DETERMINATION, THE EXECUTIVE DIRECTOR WILL NOTIFY THE CONTRACTOR WITHIN 30 DAYS.

(G) NOTIFICATION OF LOCAL GOVERNMENTAL AUTHORITIES. IF THE DISCHARGE OR SPILL CREATES AN IMMINENT HEALTH THREAT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY AND COOPERATE WITH LOCAL EMERGENCY AUTHORITIES (FIRE DEPARTMENT, FIRE MARSHAL, LAW ENFORCEMENT AUTHORITY, HEALTH AUTHORITY, OR LOCAL EMERGENCY PLANNING COMMITTEE (LEPC), AS APPROPRIATE), THE RESPONSIBLE PARTY WILL COOPERATE WITH THE LOCAL EMERGENCY AUTHORITY IN PROVIDING SUPPORT TO IMPLEMENT APPROPRIATE NOTIFICATION AND RESPONSE ACTIONS. THE LOCAL EMERGENCY AUTHORITY, AS NECESSARY, WILL IMPLEMENT ITS EMERGENCY MANAGEMENT PLAN, WHICH MAY INCLUDE NOTIFYING AND EVACUATING AFFECTED PERSONS. IN THE ABSENCE OF A LOCAL EMERGENCY AUTHORITY, THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO NOTIFY POTENTIALLY AFFECTED PERSONS OF THE IMMINENT HEALTH THREAT.

(H) NOTIFICATION TO PROPERTY OWNER AND RESIDENTS. AS SOON AS POSSIBLE, BUT NO LATER THAN TWO WEEKS AFTER DISCOVERY OF THE SPILL OR DISCHARGE, THE CONTRACTOR SHALL REASONABLY ATTEMPT TO NOTIFY THE OWNER (IF IDENTIFIABLE) OR OCCUPANT OF THE PROPERTY UPON WHICH THE DISCHARGE OR SPILL OCCURRED AS WELL AS THE OCCUPANTS OF ANY PROPERTY THAT THE CONTRACTOR REASONABLY BELIEVES IS ADVERSELY AFFECTED.

(I) ADDITIONAL NOTIFICATION REQUIRED.

(J) NOTICE PROVIDED UNDER THIS SECTION SATISFIES THE FEDERAL REQUIREMENT TO NOTIFY THE STATE EMERGENCY RESPONSE COMMISSION IN THE STATE OF TEXAS. HOWEVER, COMPLYING WITH THE NOTIFICATION REQUIREMENTS SET FORTH IN THIS SECTION DOES NOT RELIEVE, SATISFY, OR FULFILL ANY OTHER NOTIFICATION REQUIREMENTS IMPOSED BY PERMIT OR OTHER LOCAL, STATE, OR FEDERAL LAW. THE CONTRACTOR SHOULD CONTACT THE LOCAL AUTHORITIES TO DETERMINE IF ANY ADDITIONAL NOTIFICATION IS REQUIRED AND SHOULD CONSULT WITH THE TCEQ AS TO WHETHER ANY ADDITIONAL STATE OR FEDERAL NOTIFICATION IS REQUIRED.

(K) ALTERNATIVE NOTIFICATION PLANS.

(1) CONTRACTORS IN CHARGE OF ACTIVITIES AND FACILITIES MAY SUBMIT AND IMPLEMENT AN ALTERNATIVE NOTIFICATION PLAN. THIS ALTERNATIVE NOTIFICATION PLAN SHALL COMPLY WITH THE TEXAS WATER CODE, SECTION 26.039. CONTRACTORS SHALL OBTAIN THE TCEQ'S WRITTEN APPROVAL BEFORE IMPLEMENTING ANY ALTERNATIVE NOTIFICATION PLAN.

(2) UPON APPROVAL OF THE TCEQ REGIONAL MANAGER, CONTRACTORS MAY PROVIDE THE INITIAL NOTIFICATION BY FACSIMILE TO THE REGIONAL OFFICE DURING NORMAL BUSINESS HOURS.

REPORTABLE QUANTITIES (RQ)

(A) HAZARDOUS SUBSTANCES. THE REPORTABLE QUANTITIES FOR HAZARDOUS SUBSTANCES SHALL BE:

- (1) FOR SPILLS OR DISCHARGES ONTO LAND--THE QUANTITY DESIGNATED AS THE FINAL REPORTABLE QUANTITY (RQ) IN TABLE 302.4 IN 40 CFR SECTION 302.4; OR
- (2) FOR SPILLS OR DISCHARGES INTO WATERS IN THE STATE--THE QUANTITY DESIGNATED AS THE FINAL RQ IN TABLE 302.4 IN 40 CFR SECTION 302.4, EXCEPT WHERE THE FINAL RQ IS GREATER THAN 100 POUNDS IN WHICH CASE THE RQ SHALL BE 100 POUNDS.

(B) OIL, PETROLEUM PRODUCT, AND USED OIL.

- (1) THE RQ FOR CRUDE OIL AND OIL OTHER THAN THAT DEFINED AS PETROLEUM PRODUCT OR USED OIL SHALL BE:

- (A) FOR SPILLS OR DISCHARGES ONTO LAND--210 GALLONS (FIVE BARRELS); OR
- (B) FOR SPILLS OR DISCHARGES DIRECTLY INTO WATER IN THE STATE--QUANTITY SUFFICIENT TO CREATE A SHEEN.

- (2) THE RQ FOR PETROLEUM PRODUCT AND USED OIL SHALL BE:

- (A) EXCEPT AS NOTED IN SUBPARAGRAPH (B) OF THIS PARAGRAPH, FOR SPILLS OR DISCHARGES ONTO LAND--25 GALLONS;
- (B) FOR SPILLS OR DISCHARGES TO LAND FROM PST EXEMPTED FACILITIES--210 GALLONS (FIVE BARRELS); OR
- (C) FOR SPILLS OR DISCHARGES DIRECTLY INTO WATER IN THE STATE--QUANTITY SUFFICIENT TO CREATE A SHEEN.

(C) INDUSTRIAL SOLID WASTE OR OTHER SUBSTANCES. THE RQ FOR SPILLS OR DISCHARGES INTO WATER IN THE STATE SHALL BE 100 POUNDS.

ACTIONS REQUIRED

(A) THE CONTRACTOR SHALL IMMEDIATELY ABATE AND CONTAIN THE SPILL OR DISCHARGE AND COOPERATE FULLY WITH THE EXECUTIVE DIRECTOR AND THE LOCAL INCIDENT COMMAND SYSTEM. THE CONTRACTOR SHALL ALSO BEGIN REASONABLE RESPONSE ACTIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING ACTIONS:

- (1) ARRIVAL OF THE CONTRACTOR OR RESPONSE PERSONNEL HIRED BY THE CONTRACTOR AT THE SITE OF THE DISCHARGE OR SPILL;
- (2) INITIATING EFFORTS TO STOP THE DISCHARGE OR SPILL;
- (3) MINIMIZING THE IMPACT TO THE PUBLIC HEALTH AND THE ENVIRONMENT;
- (4) NEUTRALIZING THE EFFECTS OF THE INCIDENT;
- (5) REMOVING THE DISCHARGED OR SPILLED SUBSTANCES; AND
- (6) MANAGING THE WASTES.

(B) UPON REQUEST OF THE LOCAL GOVERNMENT RESPONDERS OR THE EXECUTIVE DIRECTOR, THE CONTRACTOR SHALL PROVIDE A VERBAL OR WRITTEN DESCRIPTION, OR BOTH, OF THE PLANNED RESPONSE ACTIONS AND ALL ACTIONS TAKEN BEFORE THE LOCAL GOVERNMENTAL RESPONDERS OR THE EXECUTIVE DIRECTOR ARRIVE. WHEN THE TCEQ ON-SCENE COORDINATOR REQUESTS THIS INFORMATION, IT IS SUBJECT TO POSSIBLE ADDITIONAL RESPONSE ACTION REQUIREMENTS BY THE EXECUTIVE DIRECTOR. THE INFORMATION WILL SERVE AS A BASIS FOR THE EXECUTIVE DIRECTOR TO DETERMINE THE NEED FOR:

- (1) FURTHER RESPONSE ACTIONS BY THE CONTRACTOR;
- (2) INITIATING STATE FUNDED ACTIONS FOR WHICH THE CONTRACTOR MAY BE HELD LIABLE TO THE MAXIMUM EXTENT ALLOWED BY LAW; AND
- (3) SUBSEQUENT REPORTS ON THE RESPONSE ACTIONS.

(C) EXCEPT FOR DISCHARGES OR SPILLS OCCURRING DURING THE NORMAL COURSE OF TRANSPORTATION ABOUT WHICH CARRIERS ARE REQUIRED TO FILE A WRITTEN REPORT WITH THE U.S. DEPARTMENT OF TRANSPORTATION UNDER 49 CFR SECTION 171.16, THE CONTRACTOR SHALL SUBMIT WRITTEN INFORMATION, SUCH AS A LETTER, DESCRIBING THE DETAILS OF THE DISCHARGE OR SPILL, AND SUPPORTING THE ADEQUACY OF THE RESPONSE ACTION, TO THE APPROPRIATE TCEQ REGIONAL MANAGER WITHIN 30 WORKING DAYS OF THE DISCOVERY OF THE REPORTABLE DISCHARGE OR SPILL. THE REGIONAL MANAGER HAS THE DISCRETION TO EXTEND THE DEADLINE. THE DOCUMENTATION SHALL CONTAIN ONE OF THE FOLLOWING ITEMS:

- (1) A STATEMENT THAT THE DISCHARGE OR SPILL RESPONSE ACTION HAS BEEN COMPLETED AND A DESCRIPTION OF HOW THE RESPONSE ACTION WAS CONDUCTED. THE STATEMENT SHALL INCLUDE THE INITIAL REPORT INFORMATION REQUIRED BY SECTION 327.3(C) OF THIS TITLE (RELATING TO NOTIFICATION REQUIREMENTS). THE EXECUTIVE DIRECTOR MAY REQUEST ADDITIONAL INFORMATION. APPROPRIATE RESPONSE ACTIONS AT ANY TIME FOLLOWING THE DISCHARGE OR SPILL INCLUDE USE OF THE TEXAS RISK REDUCTION PROGRAM RULES IN CHAPTER 350 OF THIS TITLE (RELATING TO TEXAS RISK REDUCTION PROGRAM).
- (2) A REQUEST FOR AN EXTENSION OF TIME TO COMPLETE THE RESPONSE ACTION, ALONG WITH THE REASONS FOR THE REQUEST. THE REQUEST SHALL ALSO INCLUDE A PROJECTED WORK SCHEDULE OUTLINING THE TIME REQUIRED TO COMPLETE THE RESPONSE ACTION. THE EXECUTIVE DIRECTOR MAY GRANT AN EXTENSION UP TO SIX MONTHS FROM THE DATE THE SPILL OR DISCHARGE WAS REPORTED. UNLESS OTHERWISE NOTIFIED BY THE APPROPRIATE REGIONAL MANAGER OR THE EMERGENCY RESPONSE TEAM, THE CONTRACTOR SHALL PROCEED ACCORDING TO THE TERMS OF THE PROJECTED WORK SCHEDULE.
- (3) A STATEMENT THAT THE DISCHARGE OR SPILL RESPONSE ACTION HAS NOT BEEN COMPLETED NOR IS IT EXPECTED TO BE COMPLETED WITHIN THE MAXIMUM ALLOWABLE SIX MONTH EXTENSION. THE STATEMENT SHALL EXPLAIN WHY COMPLETION OF THE RESPONSE ACTION IS NOT FEASIBLE AND INCLUDE A PROJECTED WORK SCHEDULE OUTLINING THE REMAINING TASKS TO COMPLETE THE RESPONSE ACTION. THIS INFORMATION WILL ALSO SERVE AS NOTIFICATION THAT THE RESPONSE ACTIONS TO THE DISCHARGE OR SPILL WILL BE CONDUCTED UNDER THE TEXAS RISK REDUCTION PROGRAM RULES IN CHAPTER 350 OF THIS TITLE (RELATING TO TEXAS RISK REDUCTION PROGRAM).

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY - WATER POLLUTION ABATEMENT PLAN
GENERAL CONSTRUCTION NOTES TCEQ-0592 (REV. 3/15/07)

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 TELEPHONE NUMBER OF THE CONTACT 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 FEATURES ENCOUNTERED DURING CONSTRUCTION. THE REGULATED ACTIVITIES NEAR THE 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 WITHIN 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 MEASURES MUST BE PROPERLY SELECTED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS 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 HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE APPLICANT MUST REPLACE OR MODIFY THE 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 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).

7. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS 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 STORMWATER SHALL BE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORMWATER DISCHARGES (E.G., SCREENING OUTFALLS, PICKED UP DAILY).

9. ALL SPOILS (EXCAVATED MATERIAL) GENERATED FROM THE 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 THAT 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 TEMPORARILY 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 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 AND 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 EDWARD 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 MODIFICATION 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
2800 S. IH 35, SUITE 100
AUSTIN, TEXAS 78704-5712
PHONE (512) 339-2929
FAX (512) 339-3795

SAN ANTONIO REGIONAL OFFICE
14250 JUDSON ROAD
SAN ANTONIO, TEXAS 78233-4480
PHONE (210) 490-3096
FAX (210) 545-4329

13. SUBMIT THE TCEQ APPROVAL LETTER FOR THE PROJECT PRIOR TO BEGINNING CONSTRUCTION.

THESE GENERAL CONSTRUCTION NOTES MUST BE INCLUDED ON THE CONSTRUCTION PLANS PROVIDED TO THE CONTRACTOR AND ALL SUBCONTRACTORS.

1.4.2 Temporary Construction Entrance/Exit

The purpose of a temporary gravel construction entrance is to provide a stable entrance/exit condition from the construction site and keep mud and sediment off public roads. A stabilized construction entrance is a stabilized pad of crushed stone located at any point traffic will be entering or leaving the construction site from a public right-of-way, street, alley, sidewalk or parking area. The purpose of a stabilized construction entrance is to reduce or eliminate the tracking or flowing of sediment onto public rights-of-way. This practice should be used at all points of construction ingress and egress. Schematic diagrams of a construction entrance/exit are shown in Figure 1-24 and Figure 1-25.

Excessive amounts of mud can also present a safety hazard to roadway users. To minimize the amount of sediment loss to nearby roads, access to the construction site should be limited to as few points as possible and vegetation around the perimeter should be protected where access is not necessary. A rock stabilized construction entrance should be used at all designated access points.

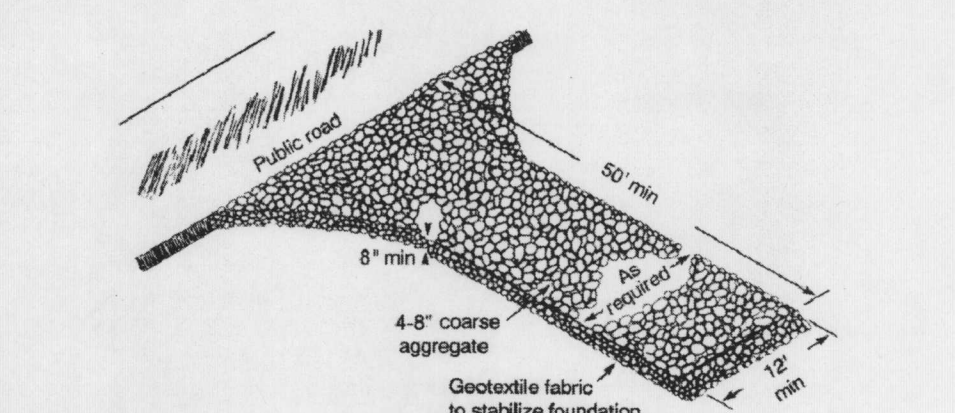


Figure 1-24 Schematic of Temporary Construction Entrance/Exit (after NC, 1993)

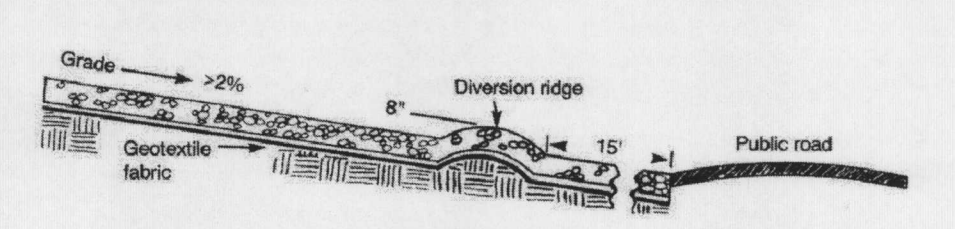


Figure 1-25 Cross-section of a Construction Entrance/Exit (NC, 1993)

Materials:

- (1) The aggregate should consist of 4 to 8 inch washed stone over a stable foundation as specified in the plan.
- (2) The aggregate should be placed with a minimum thickness of 8 inches.
- (3) The geotextile fabric should be designed specifically for use as a soil filtration media with an approximate weight of 6 oz/yd², a mullen burst rating of 140 lb/ft², and an equivalent opening size greater than a number 50 sieve.
- (4) If a washing facility is required, a level area with a minimum of 4 inch diameter washed stone or commercial rack should be included in the plans. Divert wastewater to a sediment trap or basin.

Installation: (North Carolina, 1993)

- (1) Avoid curves on public roads and steep slopes. Remove vegetation and other objectionable material from the foundation area. Grade crown foundation for positive drainage.
- (2) The minimum width of the entrance/exit should be 12 feet or the full width of exit roadway, whichever is greater.
- (3) The construction entrance should be at least 50 feet long.
- (4) If the slope toward the road exceeds 2%, construct a ridge, 6 to 8 inches high with 3:1 (H:V) side slopes, across the foundation approximately 15 feet from the entrance to divert runoff away from the public road.
- (5) Place geotextile fabric and grade foundation to improve stability, especially where wet conditions are anticipated.
- (6) Place stone to dimensions and grade shown on plans. Leave surface smooth and loose for drainage.
- (7) Divert all surface runoff and drainage from the stone pad to a sediment trap or basin.
- (8) Install pipe under pad as needed to maintain proper public road drainage.

Common trouble points

- (1) Inadequate runoff control - sediment washes onto public road.
- (2) Stone too small or geotextile fabric absent, results in muddy condition as stone is pressed into soil.
- (3) Pad too short for heavy construction traffic - extend pad beyond the minimum 50 foot length as necessary.
- (4) Pad not flared sufficiently at road surface, results in mud being tracked on to road and possible damage to road edge.
- (5) Unstable foundation - use geotextile fabric under pad and/or improve foundation drainage.

Inspection and Maintenance Guidelines:

- (1) The entrance should be maintained in a condition, which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment.
- (2) All sediment spilled, dropped, washed or tracked onto public rights-of-way should be removed immediately by contractor.
- (3) When necessary, wheels should be cleaned to remove sediment prior to entrance onto public right-of-way.
- (4) 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.
- (5) All sediment should be prevented from entering any storm drain, ditch or water course by using approved methods.

1

SCE DETAIL

SCALE: N.T.S.

1.4.3 Silt Fence

A silt fence is a barrier consisting of geotextile fabric supported by metal posts to prevent soil and sediment loss from a site. When properly used, silt fences can be highly effective at controlling sediment from disturbed areas. They cause runoff to pond, allowing heavier solids to settle out. If not properly installed, silt fences are not likely to be effective. A schematic illustration of a silt fence is shown in Figure 1-26.

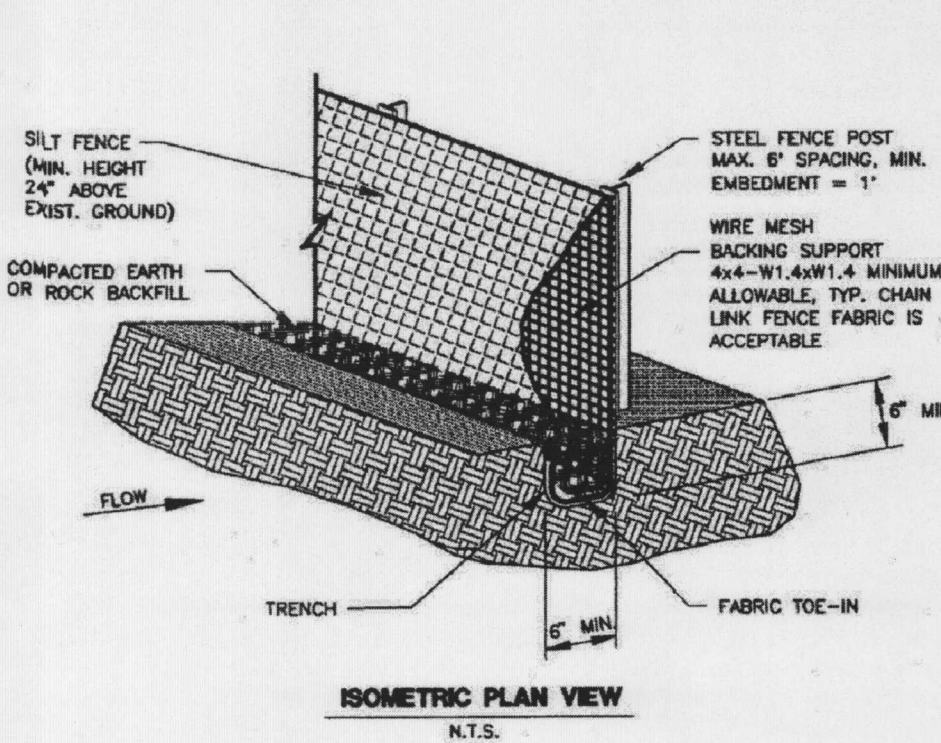


Figure 1-26 Schematic of a Silt Fence Installation (NCTCOG, 1993b)

The purpose of a silt fence is to intercept and detain water-borne sediment from unprotected areas of a limited extent. Silt fence is used during the period of construction near the perimeter of a disturbed area to intercept sediment while allowing water to percolate through. This fence should remain in place until the disturbed area is permanently stabilized. Silt fence should not be used where there is a concentration of water in a channel or drainage way. If concentrated flow occurs after installation, corrective action must be taken such as placing a rock berm in the areas of concentrated flow.

Silt fencing within the site may be temporarily moved during the day to allow construction activity provided it is replaced and properly anchored to the ground at the end of the day. Silt fences on the perimeter of the site or around drainage ways should not be moved at any time.

Materials:

- (1) Silt fence material should be polypropylene, polyethylene or polyamide woven or nonwoven fabric. The fabric width should be 36 inches, with a minimum unit weight of 4.5 oz/yd², mullen burst strength exceeding 190 lb/ft², ultraviolet stability exceeding 70%, and minimum apparent opening size of U.S. Sieve No. 30.
- (2) Fence posts should be made of hot rolled steel, at least 4 feet long with Tee or Y-bar cross section, surface painted or galvanized, minimum nominal weight 1.25 lb/ft², and Brinell hardness exceeding 140.
- (3) Woven wire backing to support the fabric should be galvanized 2" x 4" welded wire, 12 gauge minimum.

Installation:

- (1) Steel posts, which support the silt fence, should be installed on a slight angle toward the anticipated runoff source. Post must be embedded a minimum of 1-foot deep and spaced not more than 8 feet on center. Where water concentrates, the maximum spacing should be 6 feet.
- (2) Lay out fencing down-slope of disturbed area, following the contour as closely as possible. The fence should be sited so that the maximum drainage area is 1/4 acre/100 feet of fence.
- (3) The toe of the silt fence should be trenched in with a spade or mechanical trencher, so that the down-slope face of the trench is flat and perpendicular to the line of flow. Where fence cannot be trenched in (e.g., pavement or rock outcrop), weight fabric flap with 3 inches of pea gravel on uphill side to prevent flow from seeping under fence.
- (4) The trench must be a minimum of 6 inches deep and 6 inches wide to allow for the silt fence fabric to be laid in the ground and backfilled with compacted material.
- (5) Silt fence should be securely fastened to each steel support post or to woven wire, which is in turn attached to the steel fence post. There should be a 3-foot overlap, securely fastened where ends of fabric meet.
- (6) Silt fence should be removed when the site is completely stabilized so as not to block or impede storm flow or drainage.

Common Trouble Points:

- (1) Fence not installed along the contour causing water to concentrate and flow over the fence.
- (2) Fabric not seated securely to ground (runoff passing under fence)
- (3) Fence not installed perpendicular to flow line (runoff escaping around sides)
- (4) Fence treating too large an area, or excessive channel flow (runoff overtops or collapses fence)

Inspection and Maintenance Guidelines:

- (1) Inspect all fencing weekly, and after any rainfall.
- (2) Remove sediment when buildup reaches 6 inches.
- (3) Replace any torn fabric or install a second line of fencing parallel to the torn section.
- (4) Replace or repair any sections crushed or collapsed in the course of construction activity. If a section of fence is obstructing vehicular access, consider relocating it to a spot where it will provide equal protection, but will not obstruct vehicles. A triangular filter dike may be preferable to a silt fence at common vehicle access points.
- (5) When construction is complete, the sediment should be disposed of in a manner that will not cause additional siltation and the prior location of the silt fence should be revegetated. The fence itself should be disposed of in an approved landfill.

2

SILT FENCE DETAIL

SCALE: N.T.S.

1.4.18 Concrete Washout Areas

The purpose of concrete washout areas is to prevent or reduce the discharge of pollutants to stormwater from concrete waste by conducting washout offsite, performing onsite washout in a designated area, and training employees and subcontractors.

The following steps will help reduce stormwater pollution from concrete wastes:

- Incorporate requirements for concrete waste management into material supplier and subcontractor agreements.
- Avoid mixing excess amounts of fresh concrete.
- Perform washout of concrete trucks in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped onsite, except in designated areas.

For onsite washout:

- Locate washout area at least 50 feet from sensitive features, storm drains, open ditches, or water bodies. Do not allow runoff from this area by constructing a temporary pit or bermed area large enough for liquid and solid waste.
- Wash out wastes into the temporary pit where the concrete can set, be broken up, and then disposed properly.

Below grade concrete washout facilities are typical. These consist of a lined excavation sufficiently large to hold expected volume of washout material. Above grade facilities are used if excavation is not practical. Temporary concrete washout facility (type above grade) should be constructed as shown on the details at the end of this section, with sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations. Plastic lining material should be a minimum of 10 mil in polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.

When temporary concrete washout facilities are no longer required for the work, the hardened concrete should be removed and disposed of. Materials used to construct temporary concrete washout facilities should be removed from the site of the work and disposed of. Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities should be backfilled and repaired.

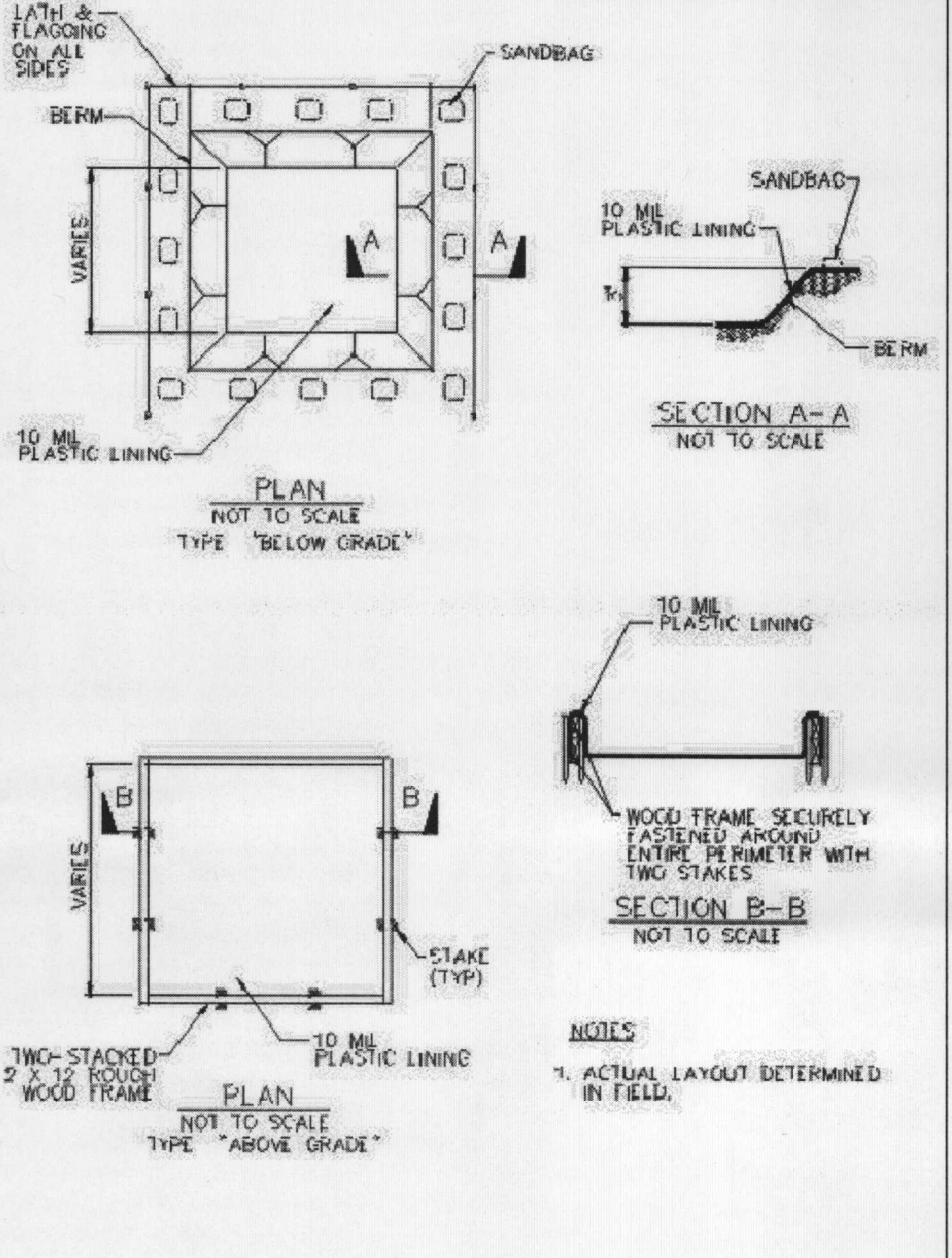


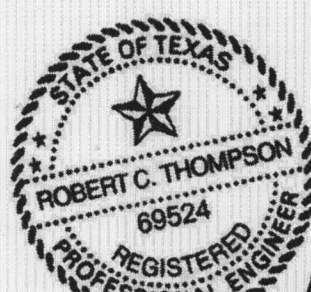
Figure 1-43 Schematics of Concrete Washout Areas

3 CONC. WASHOUT DETAIL

SCALE: N.T.S.

ADDITIONAL NOTES

1. THE TCEQ APPROVAL LETTER SHALL BE RECORDED AT THE COMAL COUNTY DEED RECORDS, ALONG WITH THE DEED AFFIDAVIT, WITHIN 60-DAYS OF RECEIVING THE WRITTEN APPROVAL OF AN EDWARDS AQUIFER PROTECTION PLAN.
2. REFER TO THE WPAP APPLICATION PACKAGE FOR THE INSPECTION AND MAINTENANCE PLAN FOR THE VEGETATIVE FILTER STRIPS. A DESCRIPTION OF THE DOCUMENTATION PROCEDURES, RECORD-KEEPING PRACTICES AND INSPECTION FREQUENCY ARE INCLUDED IN THIS PLAN.
3. THE OWNER MUST INSURE THAT THE BEST MANAGEMENT PRACTICES (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 (SAN ANTONIO) WITHIN 30-DAYS OF THIS COMPLETED SITE PLAN.



Thompson Land Engineering, LLC
(P-10220)

THOMPSON LAND ENGINEERING, LLC
Land Planning, Site Design, Subdivision Engineering
P.O. Box 160662, Austin, Texas 78716 (512-328-0002)
www.tleng.net
email: rc@tleng.net

DATE

REVISION

NORTH GRUENE STX
FM 306, NEW BRAUNFELS, TX 78132

PROJECT

DESIGNED BY

RC

DRAWN BY

JOE NUMBER

1386

SHEET

3 OF 3