# MODIFICATION TO APPROVED CONTRIBUTING ZONE PLAN

FOR

**Stonewall Commercial – Jiffy Lube** 

Prepared for: BH Development 1, LLC 934 Nicholson Street Houston, TX 77008

For Review by:

**Texas Commission on Environmental Quality** 

**Prepared by:** 



**Doucet & Associates, Inc.** 



Victor Ostiguin Silva, P.E. 7401B Highway 71 W., Ste. 160 Austin, Texas 78735 TBPE Firm #3937 TBPLS Firm #10194551

**Engineer's Certification:** 

To the best of my knowledge, this application and all attachments accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer and were prepared in compliance with the rules of TAC Title 30, Part 1, Chapter 213, Subchapter B.

Victor Ostiguin Silva, P.E.

June 1, 2023 D&A Project No. 2488-001

# Stonewall Commercial – Jiffy Lube Modification to Approved Contributing Zone Plan

# **Contributing Zone Plan**

### **Table of Contents**

1)	Ed	wards Aquifer Application Cover Page	Section 1		
2)	Мо	dification of a Previously Approved Contributing Zone Plan	Section 2		
	A.	Original Approval Letter and Approved Modification Letters	Attachment A		
	B.	Narrative of Proposed Modification	Attachment B		
	C.	Current Site Plan of the Approved Project	Attachment C		
3)	Co	ntributing Zone Plan Application (TCEQ-10257)	Section 3		
	A.	Road Map	Attachment A		
	B.	USGS Quadrangle Map	Attachment B		
	C.	Project Narrative	Attachment C		
	D.	Factors Affecting Surface Water Quality	Attachment D		
	E.	Volume and Character Of Stormwater	Attachment E		
	F.	Suitability Letter from Authorized Agent	Attachment F		
	G.	Alternative Secondary Containment Methods (if AST)	Attachment G		
	H.	AST Containment Structure Drawings (if AST)	Attachment H		
	I.	20% Or Less Impervious Cover Waiver	Attachment I		
	J.	BMPs for Upgradient Stormwater	Attachment J		
	K.	BMPs for On-Site Stormwater	Attachment K		
	L.	BMPs for Surface Streams	Attachment L		
	М.	Construction Plans	Attachment M		
	N.	Inspection, Maintenance, Repair & Retrofit Plan	Attachment N		
	0.	Pilot-Scale Field Testing Plan	Attachment 0		
	P.	Measures For Minimizing Surface Stream Contamination	Attachment P		
4)	Sto	orm Water Pollution Prevention Plan (SWPPP)	Section 4		
5)	Co	py of Notice of Intent <i>(NOI)</i>	Section 5		
6)	Ag	ent Authorization Form (TCEQ-0599)	Section 6		
7)	Ap	plication Fee Form (TCEQ-0574)	Section 7		
8)	Co	py of Check Submitted to TCEQ	Section 8		
9)	Co	re Data Form <i>(TCEQ-10400)</i>	Section 9		
10	0)Construction Plans Section 10				



# **SECTION 1**

# EDWARDS AQUIFER APPLICATION COVER PAGE



# 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 <u>30 TAC 213</u>.

#### **Administrative Review**

1. <u>Edwards Aquifer applications</u> 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: <u>http://www.tceq.texas.gov/field/eapp</u>.

- 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 will be denied. Please note that because the technical review is underway, whether the application is withdrawn or denied **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:

- If the technical review has begun your application can be denied/withdrawn, your fees will be forfeited, and the plan will have to be resubmitted.
- 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 denied/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 affected 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.

<b>1. Regulated Entity Name:</b> Stonewall Commercial – Jiffy Lube					2. Regulated Entity No.:				
3. Customer Name: B	BH Develo	opmen	t 1, Ll	.C		4. Customer No.:			
5. Project Type: (Please circle/check one)	New		Modification		Extension		Exception		
6. Plan Type: (Please circle/check one)	WPAP	CZP	SCS	UST	AST	EXP	EXT	Technical Clarification	Optional Enhanced Measures
7. Land Use: (Please circle/check one)	Resident	ial	Non-	reside	ntial	8. Site		e (acres):	1.00 ac.
9. Application Fee:	\$4,000	1,000 <b>10. Permanent</b>			nent	BMP	<b>BMP(s):</b> Batch detention		on
11. SCS (Linear Ft.):			12. AST/UST (N			lo. Tanks):			
13. County:Williamson14. Watershed:					South Fork Sa	an Gabriel River			

# **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.)			<u>1_</u>			
Region (1 req.)		_	1			
County(ies)	_					
Groundwater Conservation District(s)	Edwards Aquifer Authority Barton Springs/ Edwards Aquifer Hays Trinity Plum Creek	Barton Springs/ Edwards Aquifer	NA			
City(ies) Jurisdiction City(ies) Jurisdiction City(ies) Jurisdiction City(ies) Jurisdiction City City(ies) Jurisdiction		Austin Bee Cave Pflugerville Rollingwood Round Rock Sunset Valley West Lake Hills	Austin Cedar Park Florence Georgetown Jerrell Leander _X_Liberty Hill Pflugerville Round Rock			

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

Victor Ostiguin Silva, P.E. (Doucet & Associates, Inc.)

Print, Name of Customer/Authorized Agent

6/01/2023

Signature of Customer/Authorized Agent

Date

**FOR TCEQ INTERNAL USE ONLY**					
Date(s)Reviewed:		Date Adn	ninistratively Complete:		
Received From:		Correct N	Number of Copies:		
Received By:		Distribut	ion 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):	Payable to TCEQ (Y/		Payable to TCEQ (Y/N):		
Core Data Form Complete (Y/N):		Check: Signed (Y/N): Less than 90 days old (Y/N):			
Core Data Form Incomplete Nos.:					

# **SECTION 2**

# MODIFICATION OF A PREVIOUSLY APPROVED CONTRIBUTING ZONE PLAN (TCEQ-10259)



# Modification of a Previously Approved Contributing Zone Plan

#### **Texas Commission on Environmental Quality**

for Regulated Activities on the Edwards Aquifer Recharge Zone and Transition Zone and Relating to 30 TAC 213.4(j), 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 **Modification of a Previously Approved Contributing Zone Plan** is hereby submitted for TCEQ review and executive director approval. The request was prepared by:

Print Name of Customer/Agent: Victor Ostigun Silva, P.E. (Agent)

Date: June 1, 2023

Signature of Customer/Agent:

# **Project Information**

 Current Regulated Entity Name: <u>Stonewall Commercial - Jiffy Lube</u> Original Regulated Entity Name: <u>Stonewall Commercial</u> Assigned Regulated Entity Number(s) (RN): <u>RN110591567</u> Edwards Aquifer Protection Program ID Number(s): <u>11001376</u>

The applicant has not changed and the Customer Number (CN) is: \_\_\_\_

- The applicant or Regulated Entity has changed. A new Core Data Form has been provided.
- 2. Attachment A: Original Approval Letter and Approved Modification Letters. A copy of the original approval letter and copies of any modification approval letters are attached.
- 3. A modification of a previously approved plan is requested for (check all that apply):

Any physical or operational modification of any best management practices or structure(s), including but not limited to temporary or permanent ponds, dams, berms, silt fences, and diversionary structures;

Any change in the nature or character of the regulated activity from that which was originally approved;

- A change that would significantly impact the ability to prevent pollution of the Edwards Aquifer and hydrologically connected surface water; or
- Any development of land previously identified in a contributing zone plan as undeveloped.
- 4. Summary of Proposed Modifications (select plan type being modified). If the approved plan has been modified more than once, copy the appropriate table below, as necessary, and complete the information for each additional modification.

CZP Modification	Approved Project	Proposed Modification
Summary		
Acres	<u>10.86</u>	<u>1.00</u>
Type of Development	Subdivision/Roadway	Automotive service
Number of Residential	<u>0</u>	<u>0</u>
Lots		
Impervious Cover (acres)	<u>9.23</u>	<u>0.61</u>
Impervious Cover (%)	<u>85</u>	<u>61</u>
Permanent BMPs	WQ Pond	Same WQ Pond
Other	<u>N/A</u>	<u>N/A</u>
AST Modification	Approved Project	Proposed Modification
Summary		
Number of ASTs	<u>0</u>	<u>0</u>
Other	<u>N/A</u>	<u>N/A</u>
UST Modification	Approved Project	Proposed Modification
Summary		
Number of USTs	<u>0</u>	<u>0</u>
Other	<u>N/A</u>	<u>N/A</u>

5. Attachment B: Narrative of Proposed Modification. A detailed narrative description of the nature of the proposed modification is attached. It discusses what was approved,

including previous modifications, and how this proposed modification will change the approved plan.

6.	Attachment C: Current Site Plan of the Approved Project. A current site plan showing the existing site development (i.e., current site layout) at the time this application for
	modification is attached. A site plan detailing the changes proposed in the submitted modification is required elsewhere.
	The approved construction has not commenced. The original approval letter and any subsequent modification approval letters are included as Attachment A to
	document that the approval has not expired.
	The approved construction has commenced and has been completed. Attachment C illustrates that the site was constructed as approved.
	The approved construction has commenced and has been completed. Attachment C illustrates that the site was <b>not</b> constructed as approved.
	The approved construction has commenced and has <b>not</b> been completed.
	Attachment C illustrates that, thus far, the site was constructed as approved.
	The approved construction has commenced and has <b>not</b> been completed.
	Attachment C illustrates that, thus far, the site was <b>not</b> constructed as approved.
7.	
	Acreage has been added to or removed from the approved plan and is discussed in <i>Attachment B: Narrative of Proposed Modification</i> .
8.	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

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.

# ATTACHMENT A

# **ORIGINAL APPROVAL LETTERS**

# MODIFICATION TO APPROVED CONTRIBUITING ZONE PLAN (TCEQ-10259)



Section 2: Attachment A Jon Niermann, Chairman Emily Lindley, Commissioner Toby Baker, Executive Director



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 20, 2019

Mr. Bill Chapman Liberty Hill Stonewall Partners, LP 13651 TX 29 Liberty Hill, TX 78642

Re: Edwards Aquifer, Williamson County

NAME OF PROJECT: Stonewall Commercial, located 0.25 mi NW of Stonewall Pkwy and SH 29, Liberty Hill, Texas

TYPE OF PLAN: Request for Approval of a Contributing Zone Plan (CZP) 30 Texas Administrative Code (TAC) Chapter 213 Edwards Aquifer

Edwards Aquifer Protection Program ID No. 11001376; Regulated Entity No. RN110591567

Dear Mr. Chapman:

The Texas Commission on Environmental Quality (TCEQ) has completed its review of the CZP Application for the above-referenced project submitted to the Austin Regional Office by Doucet & Associates, Inc. on behalf of Liberty Hill Stonewall Partners, LP on December 4, 2018. Final review of the CZP was completed after additional material was received on January 24 and February 20, 2019. 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 non-residential project will have an area of approximately 10.86 acres. It will include the construction of a batch detention basin to serve future development. No other development is included with this application. No wastewater will be generated by this project.

TCEQ Region 11 • P.O. Box 13087 • Austin, Texas 78711-3087 • 512-339-2929 • Fax 512-339-3795

Mr. Bill Chapman Page 2 of 4 February 20, 2019

#### 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 batch detention basin, designed using the TCEQ technical guidance document, <u>Complying with the Edwards Aquifer Rules:</u> <u>Technical Guidance on Best Management Practices (2005)</u>, will be constructed to treat stormwater runoff.

The batch detention basin is designed to treat a drainage area of 10.86 acres with 9.23 acres of future impervious cover. The required total suspended solids (TSS) treatment for this project is 8,034 pounds of TSS generated from the 9.23 acres of impervious cover. The batch detention basin is designed to treat 8,034 pounds of TSS. The required Water Quality Volume is 45,311 ft<sup>3</sup>; 45,485 ft<sup>3</sup> are provided at an elevation of 1004.5 ft.

The approved measures meet the required 80 percent removal of the increased load in TSS caused by the project.

#### SPECIAL CONDITIONS

I. All sediment and/or media removed from the water quality basin during maintenance activities shall be properly disposed of according to 30 TAC 330 or 30 TAC 335, as applicable.

#### **STANDARD CONDITIONS**

- 1. Pursuant to Chapter 7 Subchapter C of the Texas Water Code, any violations of the requirements in 30 TAC Chapter 213 may result in administrative penalties.
- 2. The holder of the approved Edwards Aquifer protection plan must comply with all provisions of 30 TAC Chapter 213 and all best management practices and measures contained in the approved plan. Additional and separate approvals, permits, registrations and/or authorizations from other TCEQ Programs (i.e., Stormwater, Water Rights, UIC) can be required depending on the specifics of the plan.
- 3. In addition to the rules of the Commission, the applicant may also be required to comply with state and local ordinances and regulations providing for the protection of water quality.

#### Prior to Commencement of Construction:

- 4. 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 CZP and this notice of approval shall be maintained at the project location until all regulated activities are completed.
- 5. Any modification to the activities described in the referenced CZP 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.
- 6. The applicant must provide written notification of intent to commence construction, replacement, or rehabilitation of the referenced project. Notification must be submitted to the Austin Regional Office no later than 48 hours prior to commencement of the regulated activity. Written notification must include the name of the approved plan and file number for the regulated activity, the date on which the regulated activity will commence, and the name of the prime contractor with the name and telephone number of the contact person.

Mr. Bill Chapman Page 3 of 4 February 20, 2019

7. Temporary erosion and sedimentation (E&S) controls, i.e., silt fences, rock berms, stabilized construction entrances, or other controls described in the approved Storm Water Pollution Prevention Plan (SWPPP) 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.

#### **During Construction:**

- 8. During the course of regulated activities related to this project, the applicant or his 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.
- 9. 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 significantly reduced. 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).
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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. 5, above.

#### After Completion of Construction:

- 14. Owners of permanent BMPs and measures must insure that the 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 Austin Regional Office within 30 days of site completion.
- 15. 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

Mr. Bill Chapman Page 4 of 4 February 20, 2019

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. A copy of the transfer of responsibility must be filed with the executive director through the Austin Regional Office within 30 days of the transfer. A copy of the transfer form (TCEQ-10263) is enclosed.

- 16. Upon legal transfer of this property, the new owner(s) is required to comply with all terms of the approved CZP. If the new owner intends to commence any new regulated activity on the site, a new CZP 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.
- 17. A CZP 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 CZP must be submitted to the Austin Regional Office with the appropriate fees for review and approval by the executive director prior to commencing any additional regulated activities.
- 18. 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 Ms. Michelle Zvonkovic of the Edwards Aquifer Protection Program of the Austin Regional Office at (512) 339-2929.

Sincerely.

Robert Sadlier, Section Manager Edwards Aquifer Protection Program Texas Commission on Environmental Quality

RCS/maz

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

2488-001

# **ATTACHMENT B**

# NARRATIVE OF PROPOSED MODIFICAITON

# MODIFICATION TO APPROVED CONTRIBUITNG ZONE PLAN (TCEQ-10259)



Section 2: Attachment B

# **ATTACHMENT B**

# NARRATIVE OF PROPOSED MODIFICAITON

Stonewall Commercial - Jiffy Lube is part of a previously approved CZP for *Stonewall Commercial* – *Liberty Hill, TX* located at 12390 W. SH 29 in Liberty Hill, Williamson County, Texas. The previously approved CZP consisting of 10.86 acres was recently subdivided and the development of one of those tracts is the subject of this modification.

The proposed undeveloped tract is 1.00 acre and is proposed to be developed into a Jiffy Lube. The Jiffy Lube will consist of a 2,984 SF building with associated parking, utility improvements and landscaping. In addition, stormsewer will be constructed to direct stormwater to the previously approved batch detention pond. Impervious cover will be 0.61 acres (61%). Project wastewater will be disposed of by conveyance to the existing City of Liberty Hill Regional Wastewater Treatment Plan.

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, an existing water quality pond was constructed in accordance with the previously approved Contributing Zone Plan. The approved pond was designed for 10.86 acres drainage basin with 9.23 acres of imperious cover. The batch detention pond provides a water quality volume of 45311 ft<sup>3</sup> of the required 45,485 ft<sup>3</sup>.

Although the approved batch detention pond was sized for full development of all subdivided tracts at 85% impervious cover, our site will only contribute 61%. No improvements to the existing pond or additional BMPs will be necessary as part of this development.



Section 2: Attachment B

2488-001

# ATTACHMENT C

# **CURRENT SITE PLAN OF APPROVED PROJECT**

# MODIFICATION OF APPROVED CONTRIBUTING ZONE PLAN (TCEQ-10259)



Section 2: Attachment C

OWNER/DEVELOPER BILL CHAPMAN, MANAGING PARTNER LIBERTY HILL STONEWALL PARTNERS, LP 13651 TX-29 LIBERTY HILL, TX 78642 (512) 818-2244 TELEPHONE

# ENGINEER

NICHOLAS SANDLIN, PE DOUCET & ASSOCIATES, INC. FIRM REGISTRATION #3937 7401 B HIGHWAY 71 WEST STE. 160, AUSTIN, TX 78735 (512) 583-2600 TELEPHONE (512) 583-2601 FAX

## <u>SURVEYOR</u> ED PRINCE, RPLS DOUCET & ASSOCIATES, INC. FIRM REGISTRATION #3937 7401 B HIGHWAY 71 WEST STE. 160, AUSTIN, TX 78735 (512) 583-2600 TELEPHONE (512) 583-2601 FAX

## NOTES:

1.ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF ROUND ROCK MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

2. THIS SITE IS LOCATED WITHIN THE CITY OF LIBERTY HILL.

3.THIS SITE LIES WITHIN THE SOUTH FORK SAN GABRIEL WATERSHED. LIBERTY HILL REVIEWS THE SOUTH FORK SAN GABRIEL WATERSHED ORDINANCE COMPLIANCE AS SHOWN IN THESE PLANS.

4.RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION, AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

5.ALL POTABLE WATER SYSTEMS COMPONENTS INSTALLED AFTER JANUARY 4, 2014, SHALL BE ESSENTIALLY "LEAD FREE" ACCORDING TO THE US SAFE DRINKING WATER ACT. EXAMPLES ARE VALVES (CORPORATION STOP, CURB STOP AND PRESSURE REDUCING), NIPPLES, BUSHINGS, PIPE, FITTING AND BACKFLOW PREVENTERS. FIRE HYDRANTS, TAPPING SADDLES AND 2 INCH AND LARGER GATE VALVES ARE THE ONLY COMPONENTS EXEMPT FROM THIS REQUIREMENT. COMPONENTS THAT ARE NOT CLEARLY IDENTIFIED BY THE MANUFACTURER AS MEETING THIS REQUIREMENT EITHER BY MARKINGS ON THE COMPONENTS OR ON THE PACKAGING SHALL NOT BE INSTALLED.

6.THIS SITE, ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48491C0250E DATED SEPTEMBER 26, 2008. LIES WITHIN ZONE X AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOODPLAIN.

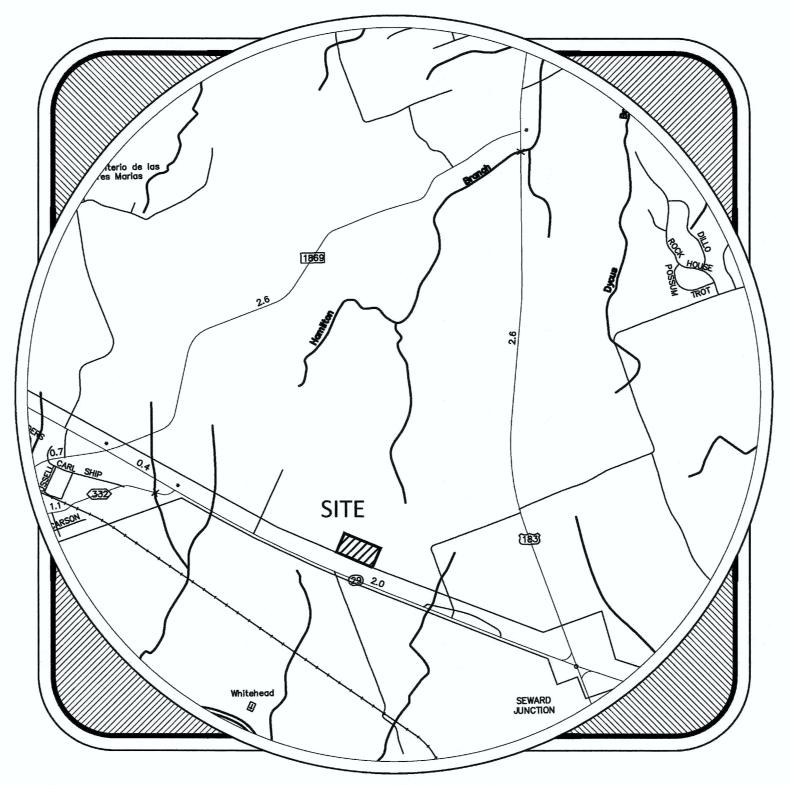
7.IN THE EVENT THE CONTRACTOR OR SURVEYOR OBTAINS A DIGITAL COPY OF THE CAD FILES THAT REPRESENT THESE IMPROVEMENT; DOUCET AND ASSOCIATES, TAKE NO RESPONSIBILITY FOR THE LOCATION OF THESE IMPROVEMENTS. IN ANY COORDINATE SYSTEM. DIGITAL FILES USED TO PRODUCE THESE PLANS WERE PARTIALLY CREATED BY PARTIES OTHER THAN DOUCET AND ASSOCIATES AND ARE NOT INTENDED FOR USE IN CONSTRUCTION STAKING. VERTICAL AND HORIZONTAL DATA SHALL BE INDEPENDENTLY VERIFIED BY CONTRACTOR'S RPLS.

8.DOUCET AND ASSOCIATES HAS ENDEAVORED TO DESIGN THESE PLANS COMPLIANT WITH ADA/TDLR AND OTHER ACCESSIBILITY REQUIREMENTS. HOWEVER, THE CONTRACTOR SHALL NOT BE RELIEVED OF ANY RESPONSIBILITY FOR CONSTRUCTING THESE IMPROVEMENT COMPLIANT WITH ALL APPLICABLE ACCESSIBILITY STANDARDS. IF THE CONTRACTOR NOTICES AN DISCREPANCIES BETWEEN THESE PLANS AND ACCESSIBILITY LAWS/RULES, HE IS TO STOP WORK IN THE AREA OF CONFLICT AND NOTIFY THE ENGINEER IMMEDIATELY FOR A RESOLUTION AND/OR REVISION TO THESE PLANS. DOUCET AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR CONSTRUCTING THIS SITE COMPLIANT WITH ACCESSIBILITY LAWS/RULES REGARDLESS OF WHAT IS SHOWN IN THESE PLANS.

9.BY THE ACT OF SUBMITTING A BID FOR THIS PROPOSED CONTRACT, THE BIDDER WARRANTS THAT THE BIDDER, AND ALL SUBCONTRACTORS AND MATERIAL SUPPLIES HE INTENDS TO USE, HAVE CAREFULLY AND THOROUGHLY REVIEWED THE DRAWINGS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS AND HAVE FOUND THEM COMPLETE AND FREE FROM ANY AMBIGUITIES AND SUFFICIENT FOR THE PURPOSE INTENDED. THE BIDDERS FURTHER WARRANTS THAT TO THE BEST OF HIS OR HER SUBCONTRACTORS AND MATERIAL SUPPLIERS KNOWLEDGE, ALL MATERIAL AND PRODUCTS SPECIFIED OR INDICATED HEREIN ARE ACCEPTABLE FOR ALL APPLICABLE CODES AND AUTHORITIES.

10. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS HAS BEEN BASED UPON RECORD INFORMATION ONLY AND MAY NOT MATCH LOCATIONS AND/OR DEPTHS AS CONSTRUCTED. THE CONTRACTOR SHALL CONTACT THE AUSTIN AREA "ONE CALL" SYSTEM 1-800-245-4545, OR THE OWNER OF EACH INDIVIDUAL UTILITY FOR ASSISTANCE IN DETERMINING EXISTING UTILITY LOCATIONS AND DEPTHS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL UTILITY CROSSING PRIOR TO BEGINNING ANY CONSTRUCTION

# **CONSTRUCTION PLANS** for PHASE 1 WATER QUALITY STONEWALL COMMERCIAL 12330 W. US 29 LIBERTY HILL, TX



VICINITY MAP



(South) Austin, TX - (North) Austin, TX - San Marcos, TX San Antonio, TX - Houston, TX - Easthampton, MA

**REVISIONS / CORRECTIONS:** 

NO.	DESCRIPTION	REVISE (R)/ADD (A) SHEET NO'S	TOTAL # SHEET IN PLAN SET	NET CHANGE IMP. COVER	SITE IMP. COVER	% SITE IMP. COVER	APPROVED DATE
					-		
				_			

SUBMITTAL DATE:

WATERSHED: SOUTH FORK SAN GABRIEL WATERSHED FEMA PANEL: 48491C0250E DATED SEPTEMBER 26, 2008 TRACT SIZE: 5.5 ACRES

ZONING: GENERAL COMMERCIAL/RETAIL (C3)

LEGAL DESCRIPTION LOT 3, BLOCK A, STONE WALL RANCH SUBDIVISION SECTION 1, ACCORDING TO THE PLAT OF RECORD IN CABINET Y, SLIDE 341, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND SHOWING LOT 1, BLOCK A, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2018063971, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS; SAID TRACTS LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS.

PROJECT DESCRIPTION THIS PROJECT CONSISTS OF A WATER QUALITY POND SERVING THE IMPERVIOUS COVER GENERATED BY MAXIMUM ZONING FOR THE REFERENCED PROPERTY PLUS THE EXISTING AUTOZONE SITE.

CITY ENGINEER:



PLANNING DIRECTOR: SALLY A. McFERON

PLANNING DIRECTOR

Civil Engineering - Enrite Table 2 Contention - Surveying/Mapping 7401 B. Highway 71 W, Suite 160 Austin, TX 78735, Tel: (512)-583-2600 www.doucetengineers.com Firm Registration Number: 3937	
COVER SHEET	
PHASE 1 WATER QUALITY STONEWALL COMMERCIAL LIBERTY HILL, TEXAS	
Designed: Drawn: Reviewed: Date: SHEET 1 OF 8 Project No.: 1516-002	N-

	Sheet List Table
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING CONDITIONS
4	EROSION AND SEDIMENTATION CONTROL PLAN
5	EXISTING DRANGE AREA PLAN
6	PROPOSED DRAINAGE AREA PLAN
7	WATER QUALITY & DETENTION POND PLAN
8	WATER QUALITY & SECTION DETAILS

ACCEPTED FOR CONSTRUCTION:

CITY OF LIBERTY HILL, TEXAS ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT DATE

BASED ON THE DESIGN ENGINEER'S CERTIFICATION OF COMPLIANCE WITH ALL APPLICABLE CITY, STATE AND FEDERAL REGULATIONS, THE PLANS AND SPECIFICATION CONTAINED HEREIN HAVE BEEN REVIEWED AND ARE FOUND TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF LIBERTY HILL.

CITY OF LIBERTY HILL, TEXAS

CITY OF LIBERTY HILL. TEXAS

DATE

DATE

#### SEQUENCE OF CONSTRUCTION NOTES:

1. INSTALL TEMPORARY SILT FENCE, TREE PROTECTION AND STABILIZED CONSTRUCTION ENTRANCE ACCORDING TO THE CONSTRUCTION PLANS PRIOR TO CLEARING, GRADING, EXCAVATION, ETC. CONTRACTOR SHALL INSPECT AND REPAIR TEMPORARY EROSION CONTROLS ON A REGULAR BASIS AND REMOVE ACCUMULATED SEDIMENT WHEN SIX (6) INCHES OF SEDIMENT HAS BEEN TRAPPED.

2.INSTALL TREE PROTECTION AND INITIATE TREE MITIGATION MEASURES WHERE APPLICABLE

3. THE CONTRACTOR SHALL CONTACT CITY OF LIBERTY HILL AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION TO ARRANGE A PRE-CONSTRUCTION MEETING.

4.PRE-CONSTRUCTION MEETING ONSITE

5. EVALUATE TEMPORARY EROSION CONTROL INSTALLATION.

6.BEGIN SITE CLEARING/DEMOLITION

7.ESTABLISH SUB-GRADE FOR PARKING, BUILDING PAD, DETENTION AND WATER QUALITY POND.

8.INSTALLATION OF UTILITIES (TRENCHING).

9.CONSTRUCTION OF BUILDING AND PAVED AREAS.

10. COMPLETE TESTING REQUIREMENTS

11. COMPLETE CONSTRUCTION AND INSTALL LANDSCAPING

12. CLEAN SITE AND REVEGETATE ALL DISTURBED AREAS IN ACCORDANCE WITH RESTORATION REQUIREMENTS SHOWN ON THE CONSTRUCTION PLANS.

13. PROJECT ENGINEER INSPECTS JOB AND WRITES CONCURRENCE LETTER TO THE CITY. FINAL INSPECTION IS SCHEDULED UPON RECEIPT OF THE LETTER.

14. RECEIVE OPERATING PERMIT AND CITY CLEARANCE FOR OCCUPANCY

15. REMOVE TEMPORARY EROSION CONTROL MEASURES AND TREE PROTECTION AFTER ALL DISTURBED AREAS ARE COMPLETELY RESTORED AND REVEGETAGED.

S'a

# Construction Plans Notes City of Liberty Hill

- All construction shall be in accordance with the City of Liberty Hill Standard Specifications Manual.
- Any existing utilities, pavement, curbs, sidewalks, structures, trees, etc., not planned for destruction or removal that are damaged or removed shall be repaired or replaced at his expense. 3. The Contractor shall verify all depths and locations of existing utilities prior to any construction. Any discrepancies with the construction plans found in the field shall be brought immediately to the attention of the Engineer who shall be responsible for
- revising the plans are appropriate. Manhole frames, covers, valves, cleanouts, etc. shall be raised to finished grade prior to final paving construction.
- The Contractor shall give the City of Liberty Hill 48 hours notice before beginning each phase of construction. Telephone 218-5555 (Engineering and Development Services Department) 6. All areas disturbed or exposed during construction shall be revegetated in accordance with the plans and specifications. Revegetation
- of all disturbed or exposed areas shall consist of sodding or seeding, at the Contractor's option. However, the type of revegetation must equal or exceed the type of vegetation present before construction. Prior to any construction, the Engineer shall convene a preconstruction conference between the City of Liberty Hill, himself, the
- Contractor, other utility companies, any affected parties and any other entity the City or Engineer may require. 8. The Contractor and the Engineer shall keep accurate records of all construction that deviates from the plans. The Engineer shall
- furnish the City of Liberty Hill accurate "As-Built" drawings following completion of all construction. These "As- Built" drawings shall meet with the satisfaction of the Engineering and Development Services Department prior to final acceptance. The Liberty Hill City Council shall not be petitioned for acceptance until all necessary easement documents have been signed and recorded.
- 10. When construction is being carried out within easements, the Contractor shall confine his work to within the permanent and any temporary easements. Prior to final acceptance, the Contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean—up shall be to the satisfaction of the City Engineer. Prior to any construction, the Contractor shall apply for and secure all proper permits from the appropriate authorities.
- 12. Available benchmarks (City of Liberty Hill Datum) that may be utilized for the construction of this project are described as follows:

#### TRENCH SAFETY NOTES:

- 1. In accordance with the Laws of the State of Texas and the U.S. Occupational Safety and Health Administration regulations, all trenches over 5 feet in depth in either hard and compact or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected. Trench safety systems to be utilized for this project (will be provided by the contractor; are on sheet <u>N/A</u>, etc.).
- 2. In accordance with the U. S. Occupational Safety and Health Administration regulations, when persons are in trenches 4-feet deep or more, adequate means of exit, such as a ladder or steps, must be provided and located so as to require no more than 25 feet of lateral travel.
- 3. If trench safety system details were not provided in the plans because trenches were anticipated to be less than 5 feet in depth and during construction it is found that trenches are in fact 5 feet or more in depth or trenches less than 5 feet in depth are in an area where hazardous ground movement is expected, all construction shall cease, the trenched area shall be barricaded and the Engineer notified immediately. Construction shall not resume until appropriate trench safety system details, as designed by a professional engineer, are retained and copies submitted to the City of Liberty Hill.

#### STREET AND DRAINAGE NOTES:

- 1. All testing shall be done by an independent laboratory at the Owner's expense. Any retesting shall be paid for by the Contractor. A City inspector shall be present during all tests. Testing shall be coordinated with the City inspector and he shall be given a minimum of 24 hours notice prior to any testing. Telephone 218-5555 (Inspections).
- 2. Backfill behind the curb shall be compacted to obtain a minimum of 95% maximum density to within 3" of top of curb. Material used shall be primarily granular with no rocks larger than 6" in the greatest dimension. The remaining 3" shall be clean topsoil free from all clods and suitable for sustaining plant life.
- Depth of cover for all crossings under pavement including gas, electric, telephone, cable tv, water services, etc., shall be a minimum of 30" below subarade. 4. Street rights-of-way shall be graded at a slope of 1/4" per foot toward the curb unless otherwise indicated. However, in no case
- shall the width of right—of—way at 1/4" per foot slope be less than 10 feet unless a specific request for an alternate grading scheme is made to and accepted by the City of Liberty Hill Engineering and Development Services Department. Barricades built to City of Liberty Hill standards shall be constructed on all dead-end streets and as necessary during construction to maintain job and public safety. All R.C.P. shall be minimum class III.
- The subgrade material for the streets shown herein was tested by \_\_\_\_\_ \_\_<u>N/A\_</u> and the paving sections designed in accordance with the current City of Liberty Hill design criteria. The paving sections are to be constructed as follows:

#### Flex. Base Thickness HMAC Thickness Street Lime Stab. Thickness Station

The Geotechnical Engineer shall inspect the subgrade for compliance with the design assumptions made during preparation of the Soils Report. Any adjustments that are required shall be made through revision of the construction plans. 8. Where Pl's are over 20, subgrades must be stabilized utilizing a method acceptable to the City Engineer. The Geotechnical Engineer shall recommend an appropriate subgrade stabilization if sulfates are determined to be present

#### WATER AND WASTEWATER NOTES:

- 1. Pipe material for water mains shall be PVC (AWWA C-900, min. class 200), or Ductile Iron (AWWA C-100, min. class 200). Water services (2" or less) shall be polyethylene tubing (black, 200 psi, DR 9). Pipe material for pressure wastewater mains shall be PVC (AWWA C-900, min. class 150), or Ductile Iron (AWWA C-100, min. class 200). Pipe material for gravity wastewater mains shall be PVC (ASTM D2241 or D3034, max. DR-26). Ductile Iron (AWWA C-100,
- min. class 200). Unless otherwise accepted by the City Engineer, depth of cover for all lines out of the pavement shall be 42" min., and depth of
- cover for all lines under pavement shall be a min. of 30" below subgrade.
- All fire hydrant leads shall be ductile iron pipe (AWWA C-100, min. class 200). All iron pipe and fittings shall be wrapped with minimum 8-mil polyethylene and sealed with duct tape or equal accepted by the City Engineer. The Contractor shall contact the City Inspector at 218—5555 to coordinate utility tie—ins and notify him at least 48 hours prior to
- connecting to existing lines. All manholes shall be concrete with cast iron ring and cover. All manholes located outside of the pavement shall have bolted
- covers. Tapping of fiberglass manholes shall not be allowed.
- The Contractor must obtain a bulk water permit or purchase and install a water meter for all water used during construction. A copy of this permit must be carried at all times by all who use water. Line flushing or any activity using a large quantity of water must be scheduled with the water & wastewater superintendent,
- elephone 218-5555. 10. The Contractor, at his expense, shall perform sterilization of all potable water lines constructed and shall provide all equipment (including test gauges), supplies (including concentrated chlorine disinfecting material), and necessary labor required for the sterilization procedure. The sterilization procedure shall be monitored by City of Liberty Hill personnel. Water samples will be collected by the City of Liberty Hill to verify each treated line has attained an initial chlorine concentration of 50 ppm. Where means of flushing is necessary, the Contractor, at his expense, shall provide flushing devices and remove said devices prior to final acceptance by the City of Liberty Hill.
- 11. Sampling taps shall be brought up to 3 feet above grade and shall be easily accessible for City personnel. At the Contractor's request, and in his presence, samples for bacteriological testing will be collected by the City of Liberty Hill not less than 24 hours after the treated line has been flushed of the concentrated chlorine solution and charged with water approved by the City. The Contractor shall supply a check or money order, payable to the City of Liberty Hill, to cover the fee charged for testing each water sample. City of Liberty Hill fee amounts may be obtained by calling the Engineering and Development Services Department at 218-5555.
- 12. The Contractor, at his expense, shall perform quality testing for all wastewater pipe installed and pressure pipe hydrostatic testing of all water lines constructed and shall provide all equipment (including pumps and gauges), supplies and labor necessary to perform the tests. Quality and pressure testing shall be monitored by City of Liberty Hill personnel. 13. The Contractor shall coordinate testing with the City of Inspector and provide no less than 24 hours notice prior to performing
- sterilization, quality testing or pressure testing.
- The Contractor shall not open or close any valves unless authorized by the City of Liberty Hill. All valve boxes and covers shall be cast iron.
- All water service, wastewater service and valve locations shall be appropriately marked as follows: "W" on top of curb water service

#### "S" on top of curb wastewater service

- "V" on face of curb
- Tools for marking the curb shall be provided by the Contractor. Other appropriate means of marking service and valve locations shall be provided in areas without curbs. Such means of marking shall be as specified by the Engineer and accepted by the City of \_iberty Hill
- 17. Contact City of Liberty Hill Engineering and Development Services Department at 218-5555 for assistance in obtaining existing water and wastewater locations. 18. The City of Liberty Hill Fire Department shall be notified 48 hours prior to testing of any building sprinkler piping in order that the
- Fire Department may monitor such testing. Sand, as described in Specification item 510 pipe, shall not be used as bedding for water and wastewater lines. Acceptable bedding 19 materials are pipe bedding stone, pea gravel and in lieu of sand, a naturally occurring or manufactured stone material conforming to ASTM C33 for stone quality and meeting the following gradation specification:

#### Sieve Size 1/2" 3/8" 0 - 240 - 85



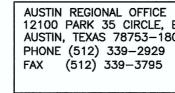
#### TRAFFIC MARKING NOTES:

# EROSION AND SEDIMENTATION CONTROL NOTES:

- Sedimentation Control Ordinance. All slopes shall be sodded or seeded with approved grass, grass mixtures or ground cover suitable to the area and season in
- which they are applied.
- approved by the Engineer.
- public shall be cleaned up immediately.

C
GEN
TC

- ACTIVITY START DATE, AND THE CONTACT INFORMATION OF THE PRIME CONTRACTOR.
- APPROVAL LETTER ON-SITE.
- WELL, OR SENSITIVE FEATURE.
- EVENT TO ENSURE IT IS NOT WASHED INTO SURFACE STREAMS, SENSITIVE FEATURES, ETC.
- DISCHARGED OFFSITE.
- 8. ALL EXCAVATED MATERIAL THAT WILL BE STORED ON-SITE MUST HAVE PROPER E&S CONTROLS.
- THE 14TH DAY, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE
- SITE; AND THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.
- APPROVAL FROM THE EXECUTIVE DIRECTOR PRIOR TO INITIATING ANY OF THE FOLLOWING:
  - STRUCTURES.
  - APPROVED.



Percent Retained By Weight

 The Contractor is hereby notified that connecting to, shutting down, or terminating existing utility lines may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.
 All wastewater construction shall be in accordance with the Texas Commission on Environmental Quality (TCEQ) Regulations, 30 TAC Chapter 213 and 317, as applicable. Whenever TCEQ and City of Liberty Hill Specifications conflict, the more stringent shall apply.

 Any methods, street markings and signage necessary for warning motorists, warning pedestrians or diverting traffic during construction shall conform to the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest edition. All pavement markings, markers, paint, traffic buttons, traffic controls and signs shall be installed in accordance with the Texas rtment of Transportation Standard Specifications for Construction of Highways, Streets and Bridges and, the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest editions.

Erosion control measures, site work and restoration work shall be in accordance with the City of Liberty Hill Erosion and

Silt fences, rock berms, sedimentation basins and similarly recognized techniques and materials shall be employed during construction to prevent point source sedimentation loading of downstream facilities. Such installation shall be regularly inspected by the City of Liberty Hill for effectiveness. Additional measures may be required if, in the opinion of the City Engineer, they are

All temporary erosion control measures shall not be removed until final inspection and approval of the project by the Engineer. It shall be the responsibility of the Contractor to maintain all temporary erosion control structures and to remove each structure as All mud, dirt, rocks, debris, etc., spilled, tracked or otherwise deposited on existing paved streets, drives and areas used by the

> TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CONTRIBUTING ZONE PLAN IERAL CONSTRUCTION NOTES TCEQ-0592A (REV. 07/15/2015)

1. A WRITTEN NOTICE OF CONSTRUCTION MUST BE SUBMITTED TO THE TCEQ REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO THE START OF ANY GROUND DISTURBANCE OR CONSTRUCTION ACTIVITIES. THIS NOTICE MUST INCLUDE THE NAME OF THE APPROVED PROJECT, THE

2. ALL CONTRACTORS CONDUCTING REGULATED ACTIVITIES ASSOCIATED WITH THIS PROJECT SHOULD BE PROVIDED WITH COMPLETE COPIES OF THE APPROVED CONTRIBUTING ZONE PLAN (CZP) AND THE TCEQ LETTER INDICATING THE SPECIFIC CONDITIONS OF ITS APPROVAL. DURING THE COURSE OF THESE REGULATED ACTIVITIES, THE CONTRACTOR(S) SHOULD KEEP COPIES OF THE APPROVED PLAN AND

3. NO HAZARDOUS SUBSTANCE STORAGE TANK SHALL BE INSTALLED WITHIN 150 FEET OF WATER SUPPLY SOURCE, DISTRIBUTION SYSTEM,

4. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS. IF INSPECTIONS INDICATE A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE APPLICANT MUST REPLACE OR MODIFY THE CONTROL FOR SITE SITUATIONS. THESE CONTROLS MUST REMAIN IN PLACE UNTIL THE DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED ...

5. ANY SEDIMENT THAT ESCAPES THE CONSTRUCTION SITE MUST BE COLLECTED AND PROPERLY DISPOSED OF BEFORE HE NEXT RAIN

6. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS OR SEDIMENTATION BASINS WHEN IT OCCUPIES 50% OF THE BASIN'S DESIGN

7. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER SHALL BE PREVENTED FROM BEING

9. IF PORTION OF THE SITE WILL HAVE A CEASE IN CONSTRUCTION ACTIVITY LASTING LONGER THAN 14 DAYS, SOIL STABILIZATION IN THOSE AREAS SHALL BE INITIATED AS SOON AS POSSIBLE PRIOR TO THE 14TH DAY OF INACTIVITY. IF ACTIVITY WILL RESUME PRIOR TO THE 21ST DAY, STABILIZATION MEASURES ARE NOT REQUIRED, IF DROUGHT CONDITIONS OR INCLEMENT WEATHER PREVENT ACTION BY

10. THE FOLLOWING RECORDS SHOULD 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

11. THE HOLDER OF ANY APPROVED CONTRIBUTING ZONE PLAN MUST NOTIFY THE APPROPRIATE REGIONAL OFFICE IN WRITING AND OBTAIN

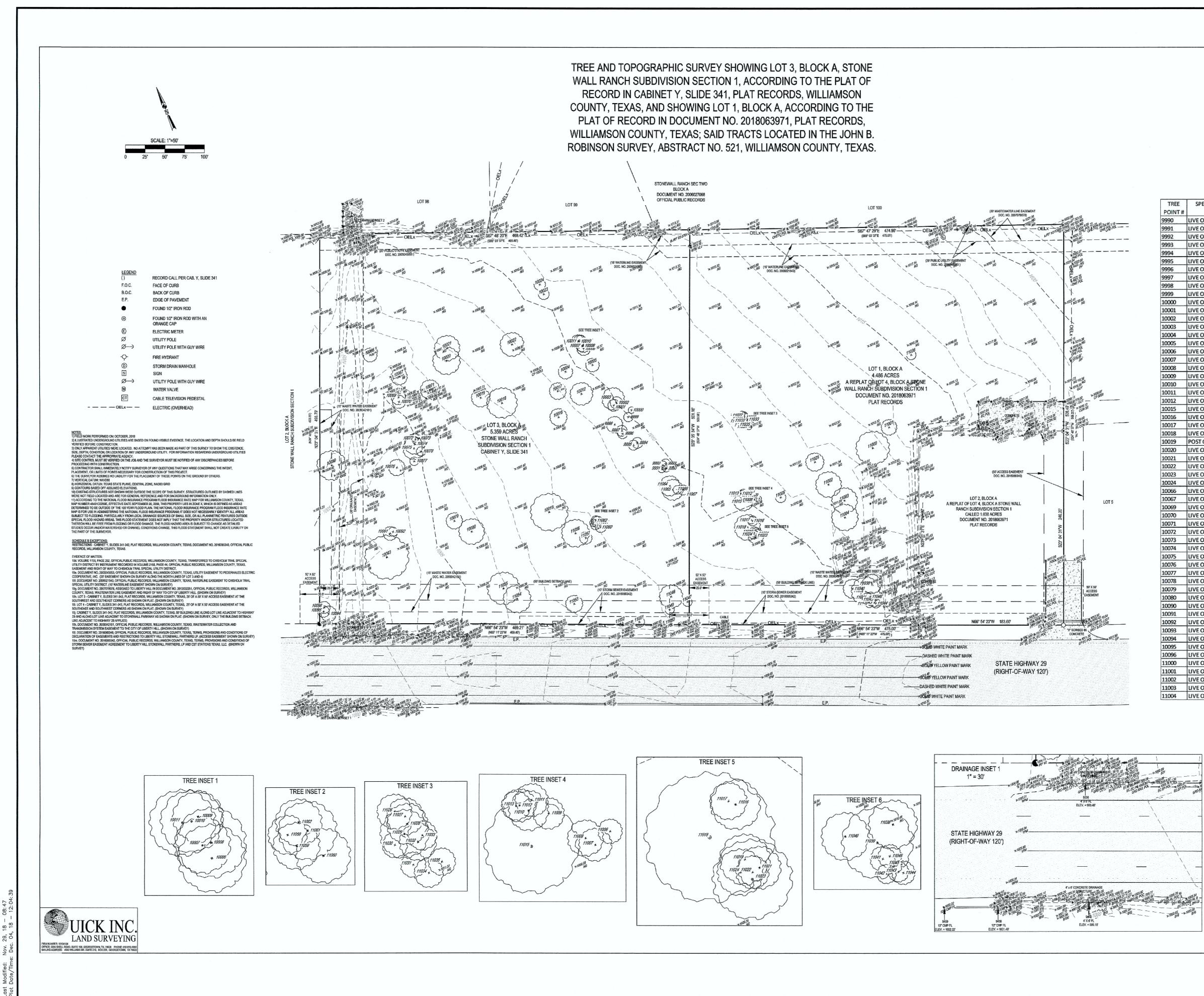
A. ANY PHYSICAL OR OPERATIONAL MODIFICATION OF ANY BEST MANAGEMENT PRACTICES (BMP) OR STRUCTURE(S), INCLUDING BUT NOT LIMITED TO TEMPORARY OR PERMANENT PONDS, DAMS, BERMS, SILT FENCES AND DIVERSIONARY

B. ANY CHANGE IN THE NATURE OR CHARACTER OF THE REGULATED ACTIVITY FROM THAT WHICH WAS ORIGINALLY

C. ANY CHANGE THAT WOULD SIGNIFICANTLY IMPACT THE ABILITY TO PREVENT POLLUTION OF THE EDWARDS AQUIFER; OR D. ANY DEVELOPMENT OF LAND PREVIOUSLY IDENTIFIED IN A CONTRIBUTING ZONE PLAN AS UNDEVELOPED.

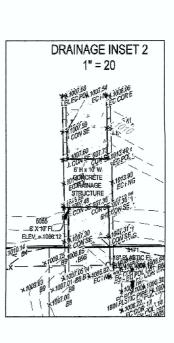
BUILDING A 08	SAN ANTONIO REGIONAL OFFICE 14250 JUDSON ROAD SAN ANTONIO, TEXAS 78233-4480 PHONE (210) 490-3096 FAX (210) 545-4329

<b>EXAMPLE CONCET</b> <b>RASSOCIATES</b> <b>Civil Engineering - Entitlements - Surveying/Mapping</b> 7401 B. Highway 71 W, Suite 160 Austin, TX 78735, Tel: (512)-583-2600 www.doucetengineers.com Firm Registration Number: 3937	
GENERAL NOTES	
PHASE 1 WATER QUALITY STONEWALL COMMERCIAL LIBERTY HILL, TEXAS	
NICHOLAS R. SANDLIN NICHOLAS R. SANDLIN 124404 CENSEP SYONALENG SYONALENG Date: Date: SHEET 2 OF 8 Project No.:	

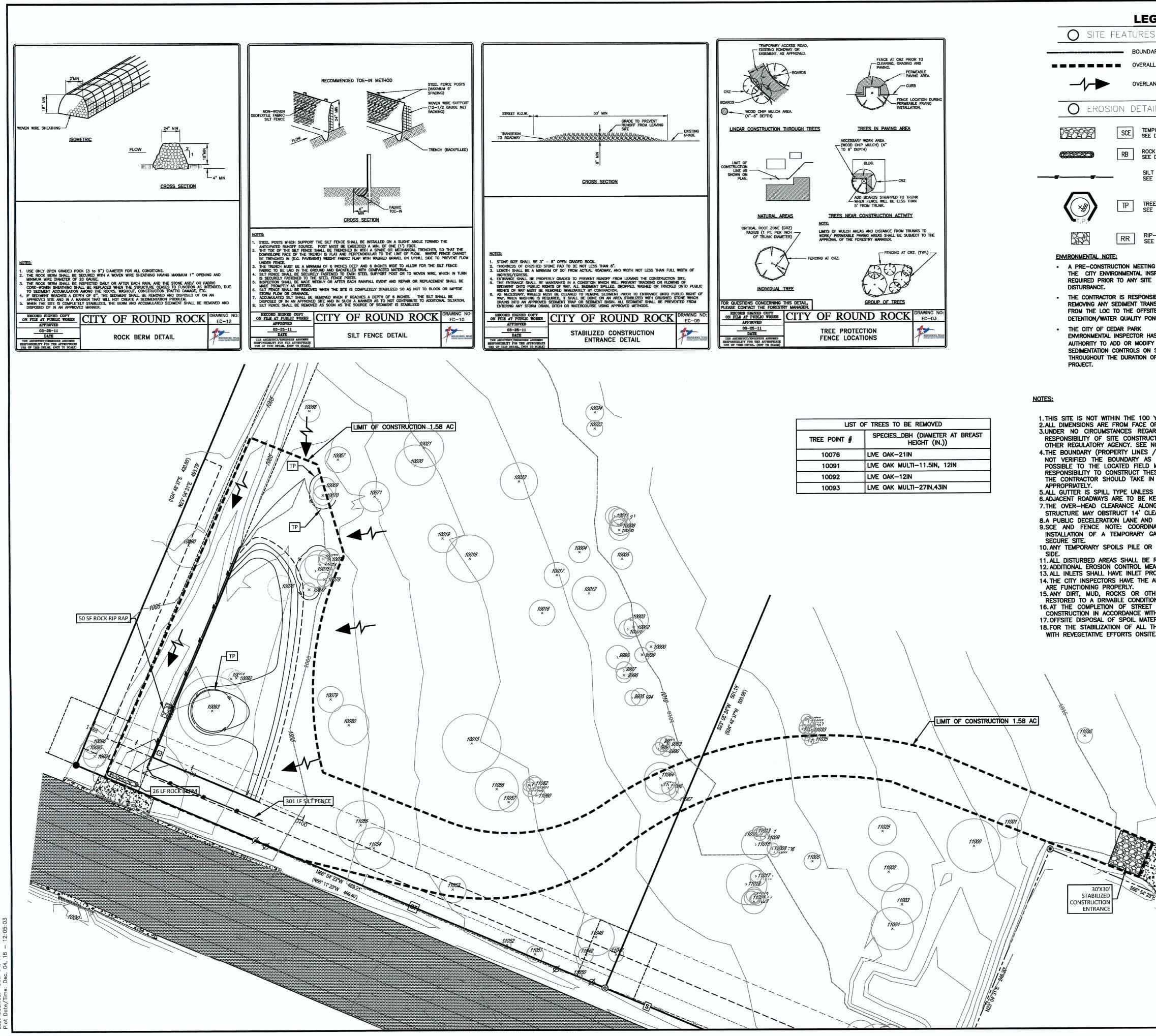


TREE	SPECIES_DBH (diameter at
POINT #	breast height(in.))
9990	LIVE OAK-9IN
9991	LIVE OAK-10IN
9992	LIVE OAK MULTI-8IN, 7IN
9993	LIVE OAK MULTI-9IN, 7IN
9994	LIVE OAK-14
9995	LIVE OAK-13
9996	LIVE OAK-12.5IN
9997	LIVE OAK-14IN
9998	LIVE OAK-21IN
9999	LIVE OAK-12IN
10000	LIVE OAK-8.5IN
10001	LIVE OAK-15.5IN
10002	LIVE OAK-16IN
10003	LIVE OAK MULTI-15.5IN, 18.5IN
10004	LIVE OAK-18.5IN
10005	LIVE OAK-17.5IN
10006	LIVE OAK-17.5IN
10007	LIVE OAK-14.5IN
10008	LIVE OAK-18IN
10009	LIVE OAK-13IN
10010	LIVE OAK-16IN
10011	LIVE OAK-17IN
10012	LIVE OAK-29IN
10015	LIVE OAK MULTI-29.5IN, 33.5IN
10016	LIVE OAK-22.25 IN
10017	LIVE OAK-21.5 IN
10018	LIVE OAK MULTI-29IN, 20 IN
10019	POST OAK-24IN
10020	LIVE OAK-35.25IN
10020	LIVE OAK-32.5IN
10022	LIVE OAK MULTI-22IN, 17IN
10022	LIVE OAK-14IN
10023	LIVE OAK-15IN
10066	LIVE OAK-18IN
10067	LIVE OAK-21IN
10069	LIVE OAK-19IN
10005	LIVE OAK-17IN
10070	LIVE OAK-25IN
10071	LIVE OAK-7IN
And the strength of the	LIVE OAK-18IN
10073	BARRING CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR
10074	LIVE OAK-26IN
10075	LIVE OAK-28IN
10076	LIVE OAK-21IN
10077	LIVE OAK-11IN
10078	LIVE OAK-12IN
10079	LIVE OAK-21IN
10080	LIVE OAK-33IN
10090	LIVE OAK-38IN
10091	LIVE OAK MULTI-11.5IN, 12IN
10092	LIVE OAK-12IN
10093	LIVE OAK MULTI- 27IN, 43IN
10094	LIVE OAK-20IN
	LIVE OAK-15IN
10095	
10095 10096	LIVE OAK-15.5IN
The second s	LIVE OAK-15.5IN LIVE OAK-43IN
10096	and the second second statement of the second s
10096 11000	LIVE OAK-43IN

TREE	SPECIES_DBH (diameter at
POINT#	breast height(in.))
11005	LIVE OAK -13.5IN
11006	LIVE OAK-6.25IN
11007	LIVE OAK-8.5IN
11008	LIVE OAK-9.25IN
11009	LIVE OAK-8IN
11010	LIVE OAK-10.25IN
11011	LIVE OAK-8.5IN
11012	LIVE OAK-8.5IN
11013	LIVE OAK-7.5IN
11015	LIVE OAK-24IN
11016	LIVE OAK-12.75IN
11017	LIVE OAK-9.5IN
11018	LIVE OAK-33.25IN
11019	LIVE OAK-13IN
11021	LIVE OAK-11IN
11022	LIVE OAK-8.5IN
11023	LIVE OAK-20.5IN
11024	LIVE OAK-12IN
11025	LIVE OAK-23.5IN
11026	LIVE OAK-9IN
11027	LIVE OAK-9.5IN
11028	LIVE OAK-10.5IN
11029	LIVE OAK-12.5IN
11030	LIVE OAK-6.5IN
11031	LIVE OAK-6.5IN
11032	LIVE OAK-9.5IN
11033	LIVE OAK-7.5IN
11034	LIVE OAK-7.5IN
11035	LIVE OAK-7IN
11036	LIVE OAK-12.5IN
11038	LIVE OAK MULTI-14IN, 18IN
11039	LIVE OAK-36.5IN
11040	LIVE OAK-24.5IN
11041	LIVE OAK-13IN
11042	LIVE OAK-10IN
11043	LIVE OAK-10.5IN
11044	LIVE OAK-12IN
11045	LIVE OAK-12IN
11046	LIVE OAK-12IN
11047	LIVE OAK-12IN
11048	LIVE OAK-30IN
11049	LIVE OAK-12IN
11050	PECAN-6IN
11051	LIVE OAK-13.5
11052	PECAN-6.5
11053	LIVE OAK-22IN
11054	LIVE OAK-35.5IN
11055	LIVE OAK-41.5IN
11056	LIVE OAK-35.5IN
11057	LIVE OAK-16IN
11058	LIVE OAK-10IN
11059	LIVE OAK-12IN
11060	LIVE OAK-14IN
11061	LIVE OAK-15IN
11062	LIVE OAK-12IN
11064	LIVE OAK-26IN
11065	LIVE OAK-27IN
11066	LIVE OAK-11IN
11067	LIVE OAK-13IN



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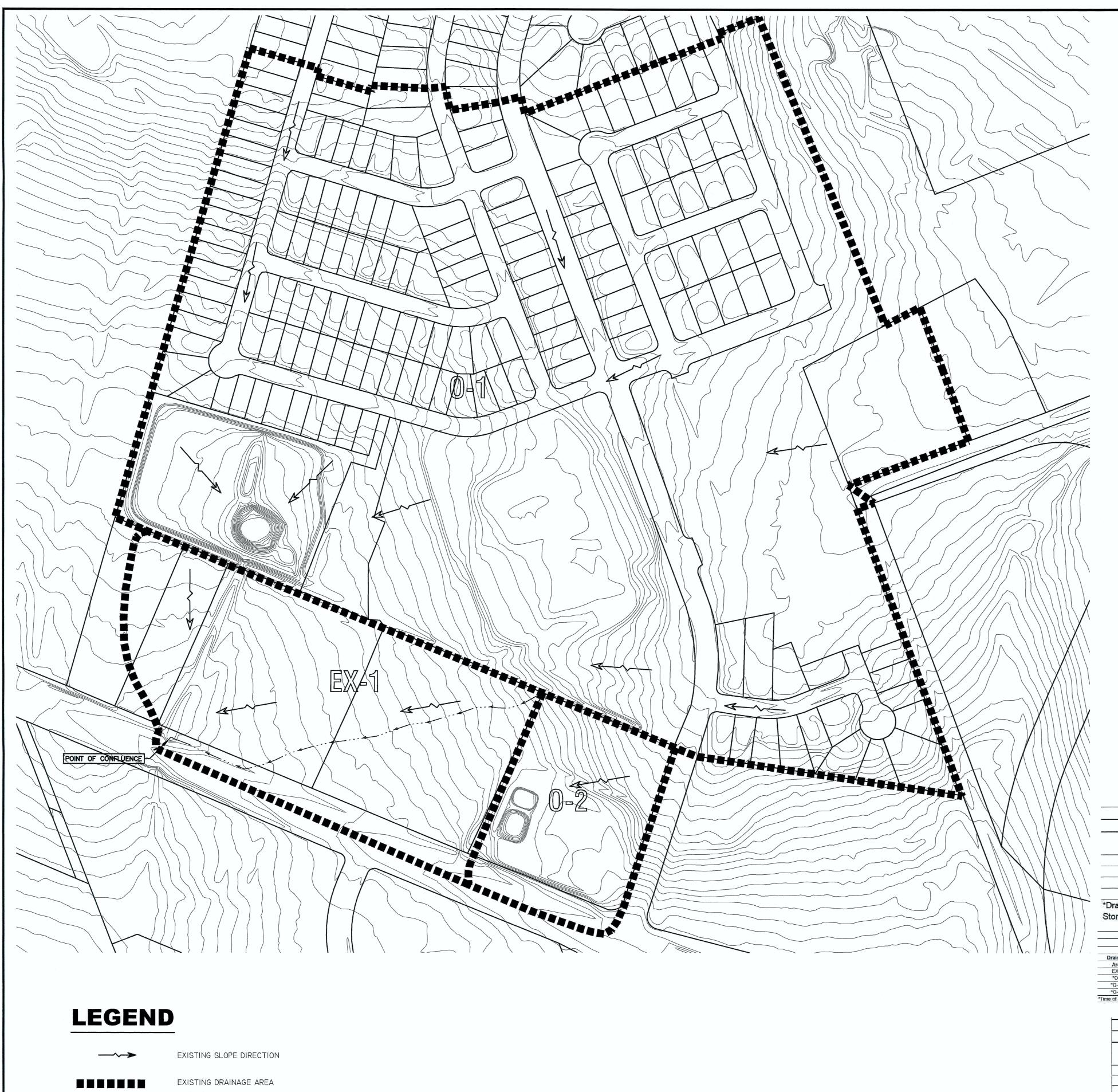




# BOUNDAR' OVERALL OVERLAN O EROSION DETAIL SCE TEMPO RB ROCK E silt See tree See d TP RIP-I SEE RR ENVIRONMENTAL NOTE: A PRE-CONSTRUCTION MEETING THE CITY ENVIRONMENTAL INSPE REQUIRED PRIOR TO ANY SITE

- DISTURBANCE. THE CONTRACTOR IS RESPONSIBIL REMOVING ANY SEDIMENT TRANS FROM THE LOC TO THE OFFSITE
- DETENTION/WATER QUALITY POND THE CITY OF CEDAR PARK
- ENVIRONMENTAL INSPECTOR HAS AUTHORITY TO ADD OR MODIFY SEDIMENTATION CONTROLS ON SI THROUGHOUT THE DURATION OF
- 1. THIS SITE IS NOT WITHIN THE 100 YE 3.UNDER NO CIRCUMSTANCES REGARD RESPONSIBILITY OF SITE CONSTRUCTION
- OTHER REGULATORY AGENCY. SEE NO 4. THE BOUNDARY (PROPERTY LINES / NOT VERIFIED THE BOUNDARY AS S POSSIBLE TO THE LOCATED FIELD M RESPONSIBILITY TO CONSTRUCT THESE THE CONTRACTOR SHOULD TAKE IN
- 5. ALL GUTTER IS SPILL TYPE UNLESS ( 6. ADJACENT ROADWAYS ARE TO BE KEP 7. THE OVER-HEAD CLEARANCE ALONG
- STRUCTURE MAY OBSTRUCT 14' CLEAF 8.A PUBLIC DECELERATION LANE AND
- 9.SCE AND FENCE NOTE: COORDINAT INSTALLATION OF A TEMPORARY GAT 10. ANY TEMPORARY SPOILS PILE OR
- 11. ALL DISTURBED AREAS SHALL BE RE 12. ADDITIONAL EROSION CONTROL MEAS
- 13. ALL INLETS SHALL HAVE INLET PROT 14. THE CITY INSPECTORS HAVE THE AU
- 15. ANY DIRT, MUD, ROCKS OR OTHE RESTORED TO A DRIVABLE CONDITION 16. AT THE COMPLETION OF STREET A
- CONSTRUCTION IN ACCORDANCE WITH 17. OFFSITE DISPOSAL OF SPOIL MATERI
- 18. FOR THE STABILIZATION OF ALL THE WITH REVEGETATIVE EFFORTS ONSITE.

BERM DETAIL SHEET PROTECTION FENCE	CIN FEET) GRAPHIC SCALE 1"=40'	Civil Engineering - Surveying/Mapping 7401 B. Highway 71 W, Suite 160 Austin, IX 78735, Tel: (512)-583-2600 www.doucetengineers.com Firm Registration Number: 3937
F CURB UNLESS SF DLESS OF WHAT TON IN COMPLIANC DTES SHEET AND C ROW) IS SHOWN SHOWN AND ONLY AONUMENTS AND B SE IMPROVEMENTS OF CONSIDERATION PE	<text><text><image/><text><text><text><text></text></text></text></text></text></text>	NY V) IAS AS DLE SE,
ALL FIRE LANES ARANCE ABOVE ANY 12" WATERLINE ARE TE SCE LOCATION TE IF CONTRACTOF MATERIAL STAGING EVEGETATED TO ME SURES MAY BE RE DIECTION IN PLACE UTHORITY TO MODIF ER DEBRIS CARRIE AND UTILITY IMPRO AND UTILITY IMPRO THE CONDITIONS AND UTILITY BE CLEA	EAR AT ALL TIMES FROM CONSTRUCTION DEBRIS. SHALL BE 14' MINIMUM. PRUNE TREES AS NECESSARY. NO TREE, SIGN, O FIRE LANE. E PROPOSED AS A PART OF THIS PLAN. N WITH OWNER AND CITY. LOCATION MAY BE ADJUSTED TO ACCOMMODA' R CHOOSES TO USE TEMPORARY SITE FENCING / SECURITY TO MAINTAIN AREA MUST HAVE SILT FENCE INCORPORATED ON THE IMMEDIATE DOWNSTRE/ EET THE REQUIREMENTS OF THE CITY OF CEDAR PARK CITY ORDINANCES. QUIRED BY INSPECTOR AT TIME OF CONSTRUCTION. UNTIL THE COMPLETION OF GRADING AND REVEGETATION. FY EROSION/SEDIMENTATION CONTROLS AS REQUIRED TO ENSURE THE CONTRO ED ONTO EXISTING ROADS SHALL BE REMOVED IMMEDIATELY AND THE ROA STRUCTIONS. OVEMENTS, THE CONTRACTOR SHALL RE-VEGETATE THE AREAS DISTURBED IN LISTED ON THE GENERAL NOTES SHEET. ARED BY INSPECTOR PRIOR TO THE REMOVAL FROM THE JOBSITE. & GREATER, SUITABLE ESC MATTING (TYPE I) WILL BE UTILIZED IN CONJUNCTION	ALE CUALITY AERCIAL (AS (AS
183.00		12-3-2018         NICHOLAS R. SANDLIN         124404         124404         VCENSE         SONAL ENGLAGE         Drawn:         Reviewed:         Date:         SHEET         4         OF         Project No.:         1516-002



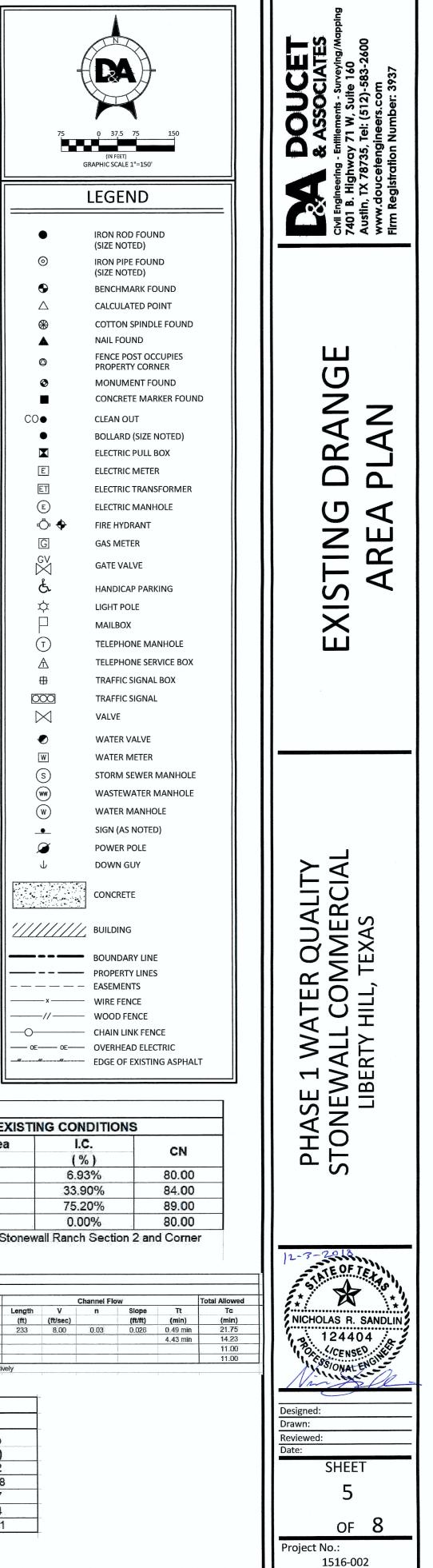
TIME OF CONCENTRATION

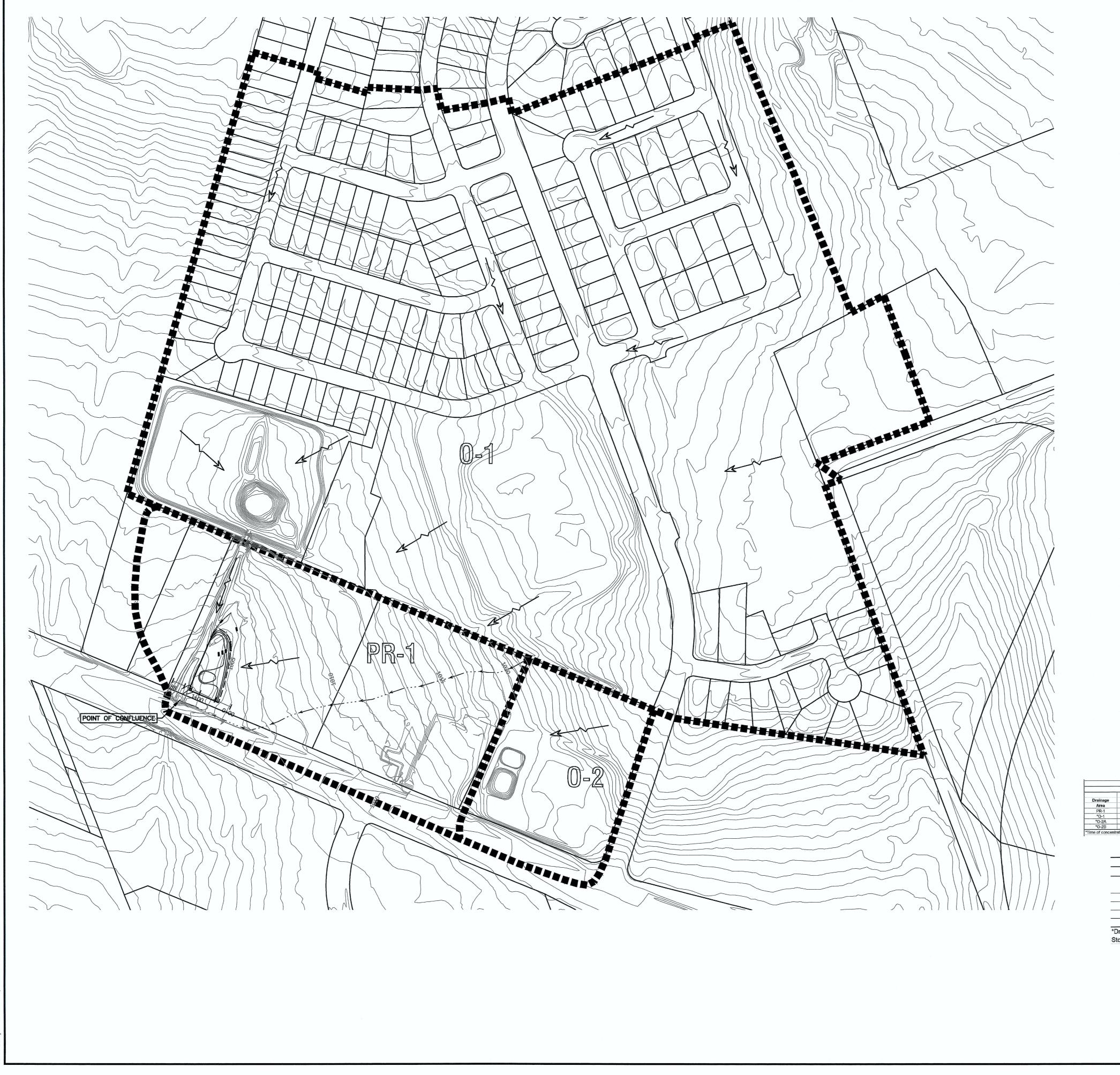
	Drainage	Drainage	Impervious Area	I.C.	
Drainage Basin	Area (sf)	Area (ac)	(sf)	(%)	CN
EX-1	619,756	14.23	42,960	6.93%	80.00
*0-1	3,026,549	69.48	1,026,000	33.90%	84.00
*O-2A	107,158	2.46	80,586	75.20%	89.00
*O-2B	148,104	3,40	0	0.00%	80.00

Store #1588 (6400-MTO), respectively

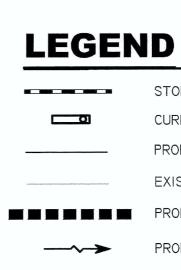
				-		EXISTING "	Tc" VALUE C	ALCULATION	IS			1			
			She	eet Flow			Shallow Conce	ntrated Flow			1	Channel Flo	W		Total Allowed
Drainage	Area	Length	Slope	n	Tt	Length	Slope	n	Tt	Length	V	n	Slope	Tt	TC
Area	(ac)	(ft)	(ft/ft)		(min)	(ft)	(ft/ft)		(min)	(ft)	(ft/sec)		(ft/ft)	(min)	(min)
EX-1	14.23 Ac.	100	0.042	0.4	15.42 min	760	0.018	0.025	5.85	233	8.00	0.03	0.026	0.49 min	21.75
*0-1	69.48 Ac.								9.80	7				4.43 min	14.23
*0-2A	2.46 Ac.														11.00
*0-2B	3.40 Ac.														11.00

		L COMMERCIAL		
	EXISTING	POINT OF CONFL	UENCE	
Design Scenario	Q <sub>2</sub>	Q <sub>10</sub>	Q <sub>25</sub>	Q <sub>100</sub>
Design Ocenano	(cfs)	(cfs)	(cfs)	(cfs)
EX-1	11.9	29.9	40.9	59.2
0-1	96	200.4	261.8	363.8
0-2A	4.7	8.6	10.9	14.7
O-2B	3.4	8.7	12	17.4
POC	48	114.2	155.9	228.1





ser



	s	1	Sh	eet Flow
Drainage	Area	Length	Slope	n
Area	(ac)	(ft)	(ft/ft)	
PR-1	14.23 Ac.	100	0.042	0.015
*0-1	69.48 Ac.			
*0-2A	2.46 Ac.			
*O-2B	3.40 Ac.			
Time of concentr	ations for O-1 and	0-2 were obtai	ned from ap	proved p
	04	1		

CURVE NUM	ABER
Drainage Basin	
PR-1	
*0-1	
*O-2A	
*O-2B	

Store #1588 (6400-MTO), respectively

	5
	D
Design Scenario	
PR-1	
0-1	
0-2A	
O-2B	
POC	

47

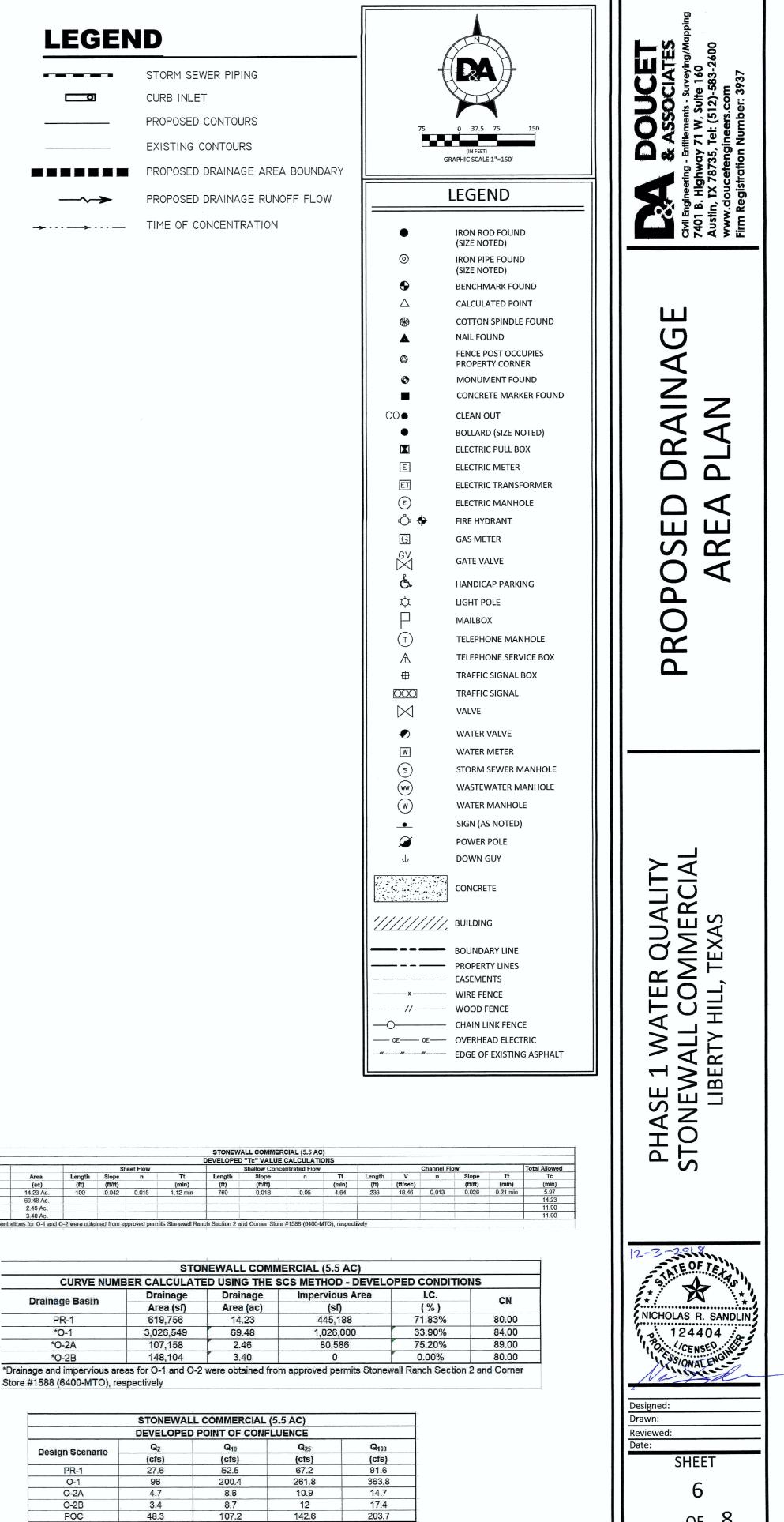
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48.3

8.6

8.7

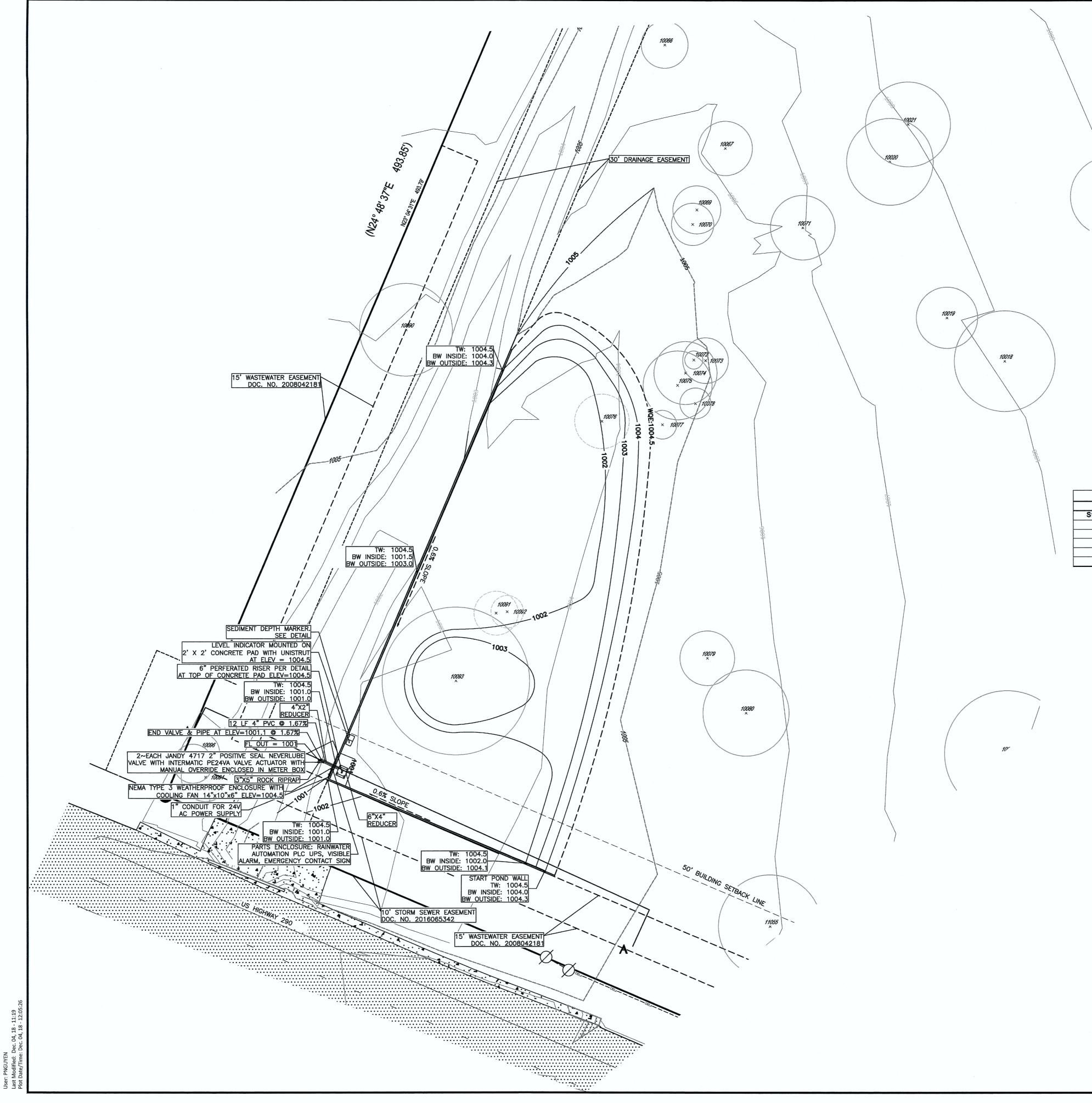
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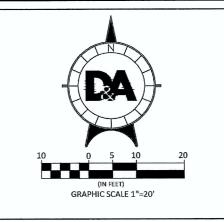
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BATCH DE
Contributing Dra
Total Dra
Pre-Develo
Post-Develo
Post-Development I.
L <sub>M то</sub>
Fraction of Annua
The second standard
Ra
Post Development Runoff
On-site Water Qua
Off-site area drain
Off-site Impervious cover drain
Impervious fraction of
Off-site Runof
Off-site Water Qua
Storage for Total Capture Volume
Total Capture Volun

STONEWALL COMMERCIAL PHASE 1 POND							
	WATER QUALITY POND STAGE-STORAGE						
Stage (ft msl) Area (sf) Area (acres) Storage Incremental (cf) Storage Cummulative (cf) Storage Cummulative (ac							
1001.00	70	0.00	0	0	0.00		
1002.00	8,977	0.21	4,524	4,524	0.10		
1003.00	12,767	0.29	10,872	15,396	0.35		
1004.00	14,306	0.33	13,537	28,932	0.66		
1004.50	15,475	0.36	7,445	36,377	0.84		

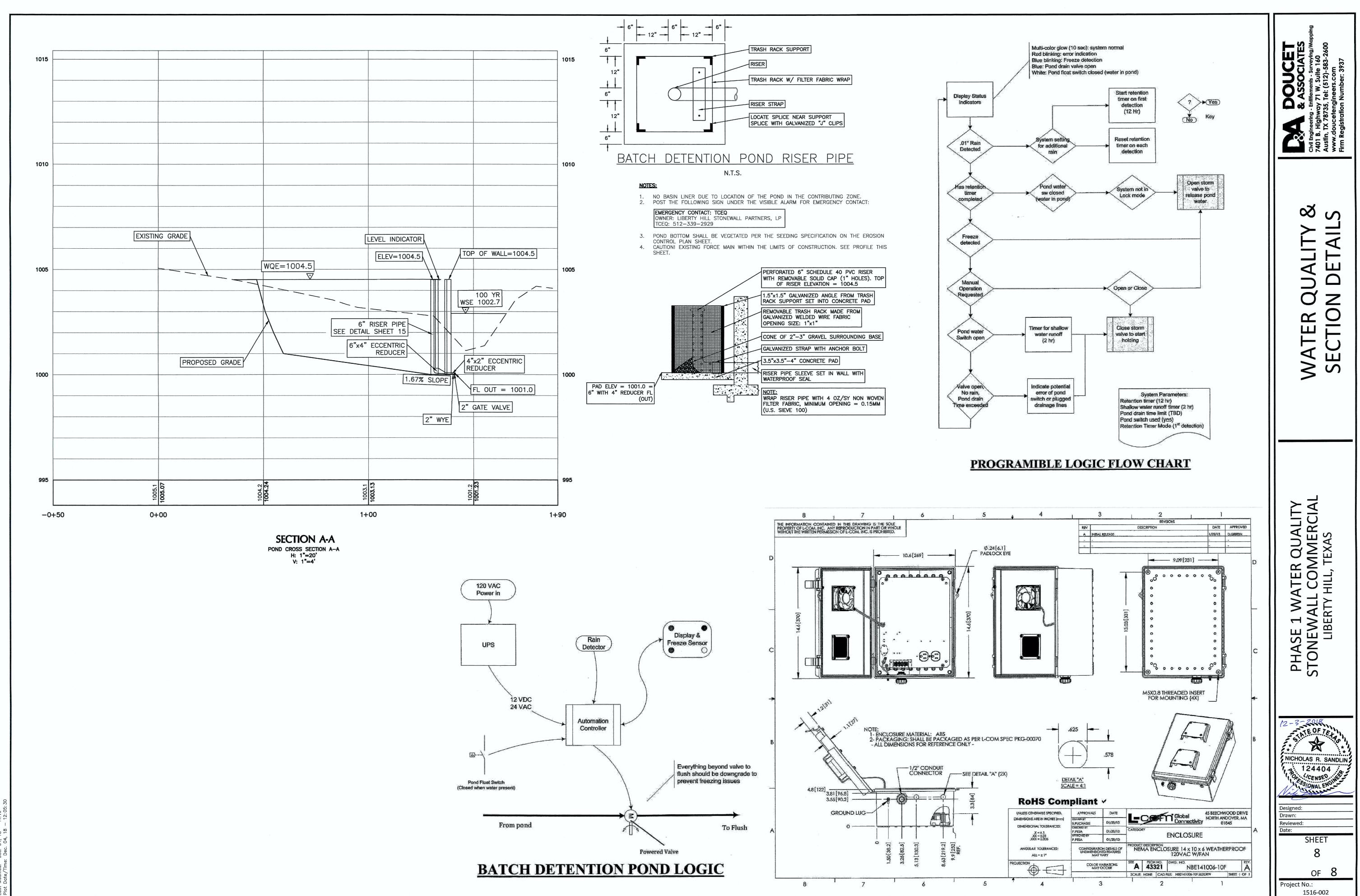
TENTION POI	ND	
-		
ainage Area =	PR-1	
inage Area =	14.23	acre
opment I.C. =	0.99	acre
opment I.C. =	10.22	acre
.C. Fraction =	0.72	
DTAL PROJECT =	8,185	lbs
A <sub>c</sub> =	14.23	acre
A1 =	10.22	acre
A <sub>P</sub> =	4.01	acre
L <sub>R</sub> =	10,360	lbs
al Runoff (F) =	0.79	
infall Donth -	1.04	inch
ainfall Depth =		
Coefficient =	0.52	
lity Volume =	28,175	cubic ft
ing to BMP =	0	acre
ing to BMP =	0	acre
off-site area =	0	
f Coefficient =	0	
lity Volume =	0	cubic ft
or Sediment =	5,635	cubic ft
e Required =	33,810	cubic ft
ne Provided =	36,377	cubic fit



Civil Engineering - Entitlements - Surveying/Mapping 7401 B. Highway 71 W, Suite 160 Austin, TX 78735, Tel: (512)-583-2600 www.doucetengineers.com Firm Registration Number: 3937
WATER QUALITY & DETENTION POND PLAN
PHASE 1 WATER QUALITY STONEWALL COMMERCIAL LIBERTY HILL, TEXAS
Designed: Drawn: Reviewed: Date: 7 OF 8

Project No.:

1516-002



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2488-001

# **SECTION 3**

# CONTRIBUTING ZONE PLAN (TCEQ-10257)



# **Contributing Zone Plan Application**

**Texas Commission on Environmental Quality** 

for Regulated Activities on the Contributing Zone to the Edwards Aquifer and Relating to 30 TAC §213.24(1), 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 **Contributing Zone Plan Application** is hereby submitted for TCEQ review and Executive Director approval. The application was prepared by:

Print Name of Customer/Agent: Victor Ostiguin Silva, P.E. (Agent)

Date: <u>June 1, 2023</u>

Signature of Customer/Agent:

Regulated Entity Name: Stonewall Commercial - Jiffy Lube

# **Project Information**

- 1. County: Williamson
- 2. Stream Basin: South Fork San Gabriel
- 3. Groundwater Conservation District (if applicable): N/A
- 4. Customer (Applicant):

Contact Person: <u>Arun Balakrishnan</u> Entity: <u>BH Development 1, LLC</u> Mailing Address: <u>934 Nicholson Street</u> City, State: <u>Houston, TX</u> Telephone: <u>832-390-3287</u> Email Address: <u>arunb@abmecorp.com</u>

Zip: <u>77008</u> Fax: <u>N/A</u>

TCEQ-10257 (Rev. 02-11-15)

5. Agent/Representative (If any):

Contact Person: Victor Ostiguin Silva, P.E.Entity: Doucet & Associates, Inc.Mailing Address: 7401B Hwy. 71 W., Ste. 160City, State: Austin, TXTelephone: 512-566-4076Email Address: vostiguin@doucetengineers.com

Zip: <u>78735</u> Fax: <u>800-587-2817</u>

- 6. Project Location:
  - $\boxtimes$  The project site is located inside the city limits of Liberty Hill, TX.
  - The project site is located outside the city limits but inside the ETJ (extra-territorial jurisdiction) of \_\_\_\_\_.
  - The project site is not located within any city's limits or ETJ.
- 7. The location of the project site is described below. Sufficient detail and clarity has been provided so that the TCEQ's Regional staff can easily locate the project and site boundaries for a field investigation.

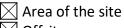
0.25 MI NW of Stonewall Pkwy and SH 29

- 8. Attachment A Road Map. A road map showing directions to and the location of the project site is attached. The map clearly shows the boundary of the project site.
- 9. Attachment B USGS Quadrangle Map. A copy of the official 7 ½ minute USGS Quadrangle Map (Scale: 1" = 2000') is attached. The map(s) clearly show:

Project site boundaries.

USGS Quadrangle Name(s).

10. Attachment C - Project Narrative. A detailed narrative description of the proposed project is attached. The project description is consistent throughout the application and contains, at a minimum, the following details:



- Offsite areas
- Impervious cover
- Permanent BMP(s)
- Proposed site use
- Site history
- Previous development
- Area(s) to be demolished
- 11. 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/Not cleared)

Other: \_\_\_\_\_

12. The type of project is:

Residential: # of Lots: \_\_\_\_\_ Residential: # of Living Unit Equivalents: \_\_\_\_\_ Commercial Industrial Other: \_\_\_\_\_

13. Total project area (size of site): <u>1.00</u> Acres

Total disturbed area: 0.61 Acres

- 14. Estimated projected population: 0
- 15. The amount and type of impervious cover expected after construction is complete is shown below:

Impervious Cover of Proposed Project	Sq. Ft.	Sq. Ft./Acre	Acres		
Structures/Rooftops	3,041	÷ 43,560 =	0.07		
Parking	23,369	÷ 43,560 =	0.54		
Other paved surfaces	0	÷ 43,560 =	0.0		
Total Impervious Cover	26,410	÷ 43,560 =	0.61		

### Table 1 - Impervious Cover

Total Impervious Cover  $0.61 \div$  Total Acreage 1.00 X 100 = 61% Impervious Cover

16. Attachment D - Factors Affecting Surface Water Quality. A detailed description of all factors that could affect surface water quality is attached. If applicable, this includes the location and description of any discharge associated with industrial activity other than construction.

17.  $\boxtimes$  Only inert materials as defined by 30 TAC 330.2 will be used as fill material.

# For Road Projects Only

## *Complete questions 18 - 23 if this application is exclusively for a road project.*

N/A

18.	Туре	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. 19. Type of pavement or road surface to be used: Concrete Asphaltic concrete pavement Other: 20. Right of Way (R.O.W.): Length of R.O.W.: \_\_\_\_\_ feet. Width of R.O.W.: \_\_\_\_\_ feet.  $L \times W = Ft^2 \div 43,560 Ft^2/Acre = acres.$ 21. Pavement Area: Length of pavement area: \_\_\_\_\_ feet. Width of pavement area: feet.  $L \times W = Ft^2 \div 43,560 Ft^2/Acre = acres.$ Pavement area acres ÷ R.O.W. area acres x 100 = % impervious cover.

22. A rest stop will be included in this project.

A rest stop will not be included in this project.

23. 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

24. Attachment E - 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 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

25. Wastewater is to be discharged in the contributing zone. Requirements under 30 TAC §213.6(c) relating to Wastewater Treatment and Disposal Systems have been satisfied.

🗌 N/A

26. Wastewater will be disposed of by:

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

Attachment F - 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):
The sewage collection system will convey the wastewater to the Liberty Hill Regional
Wastewater (name) Treatment Plant. The treatment facility is:
Existing.
Proposed.
N/A

# Permanent Aboveground Storage Tanks(ASTs) ≥ 500 Gallons

Complete questions 27 - 33 if this project includes the installation of AST(s) with volume(s) greater than or equal to 500 gallons.

N/A

27. Tanks and substance stored:

#### Table 2 - Tanks and Substance Storage

AST Number	Size (Gallons)	Substance to be Stored	Tank Material
1			
2			
3			
4			
5			
	•	To	tal x 1 5 = Gallons

lotal x 1.5 = \_\_\_\_\_ Gallons

28. The AST will be placed within a containment structure that is sized to capture one and one-half (1 1/2) times the storage capacity of the system. For facilities with more than

5 of 11

one tank system, the containment structure is sized to capture one and one-half (1 1/2) times the cumulative storage capacity of all systems.

Attachment G - Alternative Secondary Containment Methods. Alternative methods for providing secondary containment are proposed. Specifications showing equivalent protection for the Edwards Aquifer are attached.

29. Inside dimensions and capacity of containment structure(s):

**Table 3 - Secondary Containment** 

Length (L)(Ft.)	Width(W)(Ft.)	Height (H)(Ft.)	L x W x H = (Ft3)	Gallons

Total: \_\_\_\_\_ Gallons

30. Piping:

] All piping, hoses, and dispensers will be located inside the containment structure.

Some of the piping to dispensers or equipment will extend outside the containment structure.

The piping will be aboveground

The piping will be underground

- 31. The containment area must be constructed of and in a material impervious to the substance(s) being stored. The proposed containment structure will be constructed of:
- 32. Attachment H AST Containment Structure Drawings. A scaled drawing of the containment structure is attached that shows the following:
  - Interior dimensions (length, width, depth and wall and floor thickness).
  - Internal drainage to a point convenient for the collection of any spillage.

Tanks clearly labeled

Piping clearly labeled

Dispenser clearly labeled

33. Any spills must be directed to a point convenient for collection and recovery. Spills from storage tank facilities must be removed from the controlled drainage area for disposal within 24 hours of the spill.

In the event of a spill, any spillage will be removed from the containment structure within 24 hours of the spill and disposed of properly.

In the event of a spill, any spillage will be drained from the containment structure through a drain and valve within 24 hours of the spill and disposed of properly. The drain and valve system are shown in detail on the scaled drawing.

# Site Plan Requirements

Items 34 - 46 must be included on the Site Plan.

34.  $\square$  The Site Plan must have a minimum scale of 1" = 400'.

Site Plan Scale: 1" = <u>20</u>'.

35. 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) sources(s): <u>48491C0245F with an effective date of December 20, 2019</u>.

36. 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, etc. are shown on the site plan.

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

- 37.  $\square$  A drainage plan showing all paths of drainage from the site to surface streams.
- 38. 🖂 The drainage patterns and approximate slopes anticipated after major grading activities.
- 39.  $\square$  Areas of soil disturbance and areas which will not be disturbed.
- 40. 🔀 Locations of major structural and nonstructural controls. These are the temporary and permanent best management practices.
- 41. 🛛 Locations where soil stabilization practices are expected to occur.
- 42. Surface waters (including wetlands).

N/A

43. Locations where stormwater discharges to surface water.

There will be no discharges to surface water.

44. Temporary aboveground storage tank facilities.

Temporary aboveground storage tank facilities will not be located on this site.

45. Permanent aboveground storage tank facilities.

Permanent aboveground storage tank facilities will not be located on this site.

46.  $\square$  Legal boundaries of the site are shown.

# Permanent Best Management Practices (BMPs)

#### Practices and measures that will be used during and after construction is completed.

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

🗌 N/A

- 48. 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

49. 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

50. 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.

51.	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.
	5 S

Attachment I - 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.

52. X Attachment J - 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.

#### 53. X Attachment K - 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.

54. Attachment L - BMPs for Surface Streams. A description of the BMPs and measures that prevent pollutants from entering surface streams is attached.

N/A

55. Attachment M - Construction Plans. Construction plans and design calculations for the proposed permanent BMPs and measures have been prepared by or under the direct supervision of a Texas Licensed Professional Engineer, and are signed, sealed, and dated. Construction plans for the proposed permanent BMPs and measures are

TCEQ-10257 (Rev. 02-11-15)

attached and include: Design calculations, TCEQ Construction Notes, all proposed structural plans and specifications, and appropriate details.

N/A

56. Attachment N - Inspection, Maintenance, Repair and Retrofit Plan. A site specific plan for the inspection, maintenance, repair, and, if necessary, repermanent BMPs and measures is attached. The plan fulfills all of the following the following set of the set of	trofit of the
Prepared and certified by the engineer designing the permanent BMP measures	's and
<ul> <li>Signed by the owner or responsible party</li> <li>Outlines specific procedures for documenting inspections, maintenan and, if necessary, retrofit.</li> <li>Contains a discussion of record keeping procedures</li> </ul>	ce, repairs,
□ N/A	
57. Attachment O - Pilot-Scale Field Testing Plan. Pilot studies for BMPs that recognized by the Executive Director require prior approval from the TCE pilot-scale field testing is attached.	
N/A	
58. Attachment P - Measures for Minimizing Surface Stream Contamination of the measures that will be used to avoid or minimize surface stream co and changes in the way in which water enters a stream as a result of the and development is attached. The measures address increased stream fl creation of stronger flows and in-stream velocities, and other in-stream e by the regulated activity, which increase erosion that result in water qual degradation.	ntamination construction ashing, the effects caused
□ N/A	

#### Responsibility for Maintenance of Permanent BMPs and Measures after Construction is Complete.

- 59. 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.
- 60. 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.

# Administrative Information

- 61. 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.
- 62. Any modification of this Contributing Zone Plan may require TCEQ review and Executive Director approval prior to construction, and may require submission of a revised application, with appropriate fees.
- 63. The site description, controls, maintenance, and inspection requirements for the storm water pollution prevention plan (SWPPP) developed under the EPA NPDES general permits for stormwater discharges have been submitted to fulfill paragraphs 30 TAC §213.24(1-5) of the technical report. All requirements of 30 TAC §213.24(1-5) have been met by the SWPPP document.
  - The Temporary Stormwater Section (TCEQ-0602) is included with the application.

# ATTACHMENT A

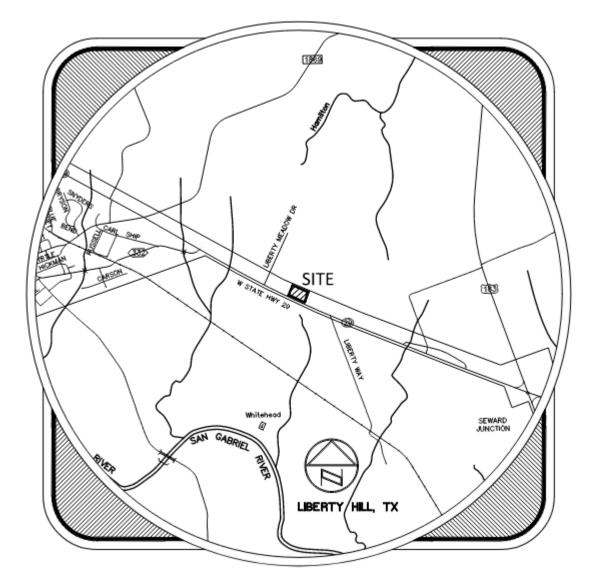
# **ROAD MAP**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment A

# ATTACHMENT A ROAD MAP





Section 3: Attachment A

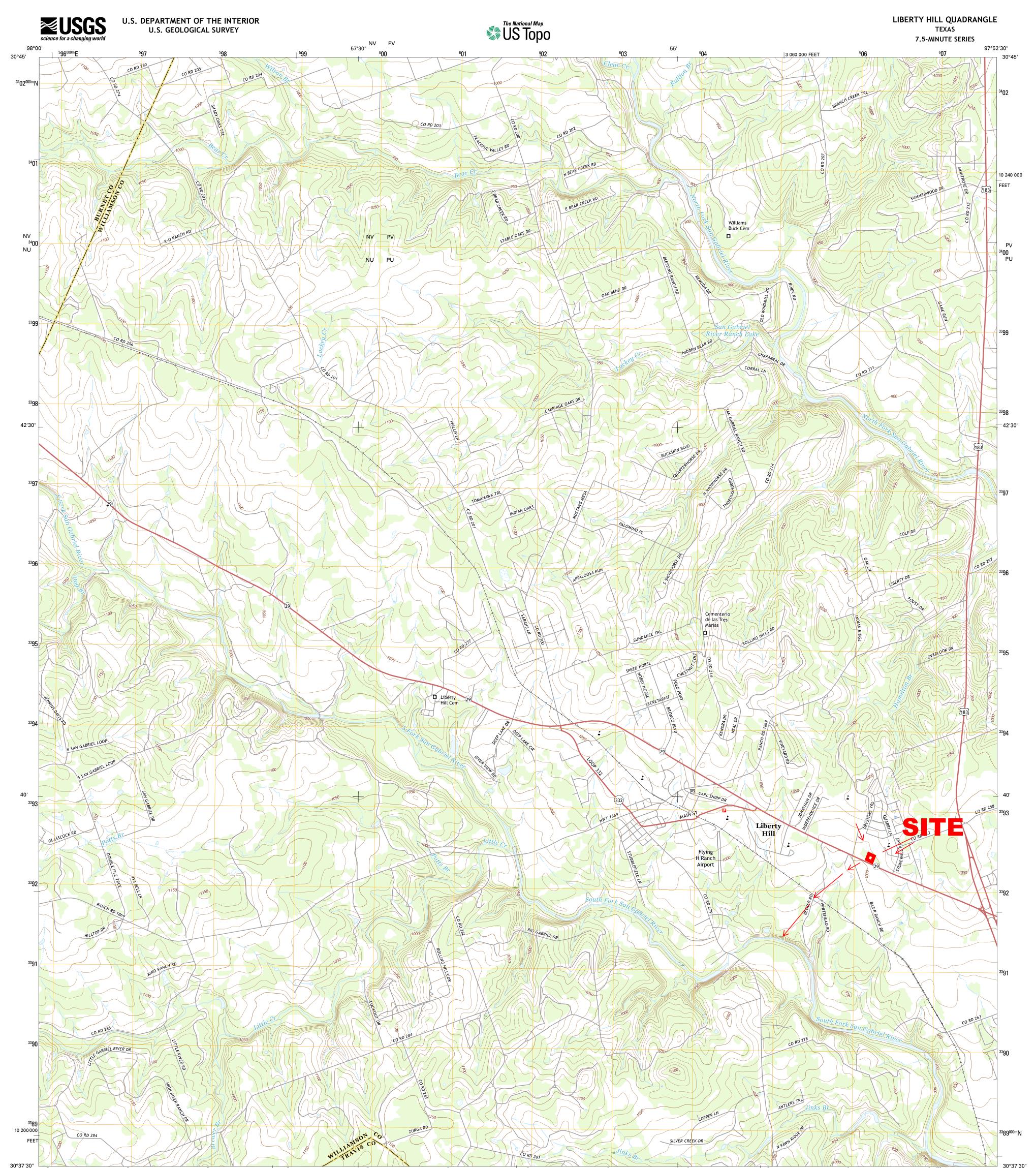
# ATTACHMENT B

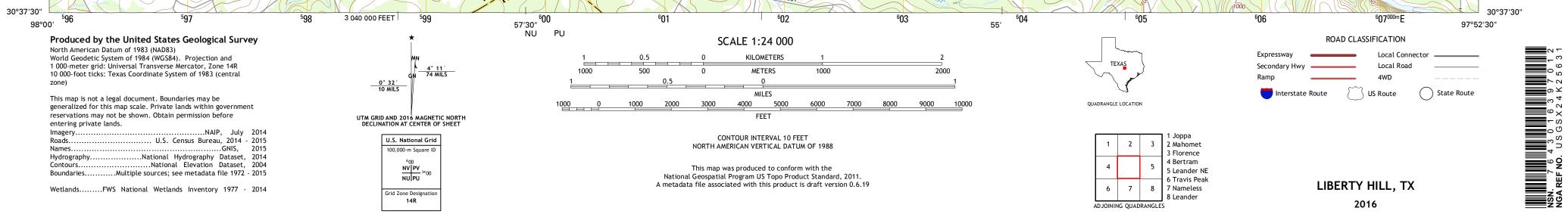
# **USGS MAP**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment B





# **ATTACHMENT C**

# **PROJECT NARRATIVE**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment C

#### **ATTACHMENT C**

## **PROJECT NARRATIVE**

The Contributing Zone Plan application consists of 1.00 acre for the proposed Stonewall Commercial – Jiffy Lube with 0.61 acres (61%) impervious cover. This development will be located approximately 0.25 miles northwest of Stonewall Pkwy and SH 29 and is currently undeveloped land.

The Jiffy Lube will consist of a 2,984 SF building with associated parking, utility improvements and landscaping. In addition, stormsewer will be constructed to direct stormwater to the previously approved batch detention pond. The proposed site will utilize the existing water quality pond constructed in accordance with the previously approved Contributing Zone Plan. The approved pond was designed for 10.86 acres drainage basin with 9.23 acres (85%) of imperious cover. The batch detention pond provides a water quality volume of 45,311 ft<sup>3</sup> of the required 45,485 ft<sup>3</sup>.

This new construction of the Jiffy Lube was part of the overall planned development of the site. The approved batch detention pond was sized for full development of all subdivided tracts at 85% impervious cover, our site will only contribute 61%. No improvements to the existing pond or additional BMPs will be necessary as part of this development.



Section 3: Attachment C

### ATTACHMENT D

# FACTORS AFFECTING SURFACE WATER QUALITY

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment D

#### ATTACHMENT D

# FACTORS AFFECTING SURFACE WATER QUALITY

Surface water quality can be affected by disturbance during construction and by development after construction. Soil disturbance from clearing and grubbing and cut and fill operations can lead to discharge of sediment unless adequate temporary erosion control measures are in place. For this project, the use of silt fence and rock berms will prevent sediment from leaving the site. The existing batch detention will also serve as a sedimentation pond during construction. Siltation collected by the control measures will be cleaned from trap, fences, berms, etc. on a routine schedule as outlined in the SWPPP and contract specifications. A comprehensive list of potential site pollutants is shown on the attached 'Table 1. Potential Construction Site Pollutants'.

During construction, surface water quality may also be affected by a spill of hydrocarbons or other hazardous substances used in construction. The most likely instances of a spill of hydrocarbons or hazardous substances are:

- 1. Refueling construction equipment.
- 2. Performing operator-level maintenance, including adding petroleum, oils, or lubricants.
- 3. Unscheduled or emergency repairs, such as hydraulic fluid leaks.

Every effort will be taken to be cautious and prevent spills. In the event of a fuel or hazardous substance spill as defined by the Reportable Quantities Table (30 TAC 327 and printed from TCEQ website), the contractor is required to clean up the spill and notify the TCEQ as required in 30 TAC 327. During business hours report spills to the TCEQ's Austin Regional Office at (512) 339-2929, after business hours call 1-800-832-8224, the State Emergency Response Center.

After construction is complete, impervious cover of the 1.00 acre tract is the major reason for degradation of water quality. Impervious cover will include buildings, parking lot pavement and concrete sidewalks. Oil and fuel discharge from vehicles are anticipated. A batch detention system is proposed to mitigate these pollutants by treating the runoff. A total of 1.00 acre of the site will be treated with 61% impervious cover.



Section 3: Attachment D

Material/Chemical	Physical Description	Stormwater Pollutants	Location or related Construction Activity
Sediment	Various colored soil particles, turbid water (dissolved sediments)	Turbidity, suspended sediment, metals and nutrients attached to sediment particles	Clearing and grubbing operations, grading and site excavation operations, vehicle tracking, topsoil stripping and stockpiling, landscaping operations
Pesticides (insecticides, fungicides, herbicides, rodenticides)	Various colored to colorless liquid, powder, pellets, or grains	Chlorinated hydrocarbons, organophosphates, carbamates, arsenic	Herbicides used for noxious weed control
Fertilizer	Liquid or solid grains	Nitrogen, phosphorous	Newly seeded areas
Plaster	White granules or powder	Calcium sulphate, calcium carbonate, sulfuric acid	Wall construction
Cleaning solvents	Colorless, blue, or yellow-green liquid	Perchloroethylene, methylene chloride, trichloroethylene, petroleum distillates	No equipment cleaning allowed in project limits
Asphalt	Black solid	Oil, petroleum distillates	Streets and roofing
Concrete	White solid/grey liquid	Limestone, sand, pH, chromium	Curb and gutter, building construction
Glue, adhesives	White or yellow liquid	Polymers, epoxies	General construction
Paints	Various colored liquid	Metal oxides, stoddard solvent, talc, calcium carbonate, arsenic	General construction
Curing compounds	Creamy white liquid	Naphtha	Curb and gutter
Wood preservatives	Clear amber or dark brown liquid	Stoddard solvent, petroleum distillates, arsenic, copper, chromium	General construction
Hydraulic oil/fluids	Brown oily petroleum hydrocarbon	Mineral oil	Leaks or broken hoses from equipment
Gasoline	Colorless, pale brown or pink petroleum hydrocarbon	Benzene, ethyl benzene, toluene, xylene, MTBE	Secondary containment/staging area, vehicle leaks
Diesel Fuel	Clear, blue-green to yellow liquid	Petroleum distillate, oil & grease, naphthalene, xylenes	Secondary containment/staging area, vehicle leaks
Kerosene	Pale yellow liquid petroleum hydrocarbon	Coal oil, petroleum distillates	Secondary containment/staging area

**Table 1. Potential Construction Site Pollutants** 

# **Spills: Reportable Quantities**

The RQ depends on the substance released and where released. Use this table to determine whether you must report and under what rule.

In Texas, upon determining that a reportable discharge or spill has occurred, the responsible person must notify the state. The threshold quantity that triggers the requirement to report a spill is called the **reportable quantity (RQ).** The reportable quantity depends on the type of substance released and where released (e.g. into water vs. on land); different kinds of spills are subject to different provisions of state and federal rules.

Kind of spill	Where discharged	Reportable quantity	Rule, statute, or responsible agency	
Hazardous substance	onto land	"Final RQ" in Table 302.4 in <u>40</u> <u>CFR 302.4</u> (PDF)	<u>30 TAC 327</u>	
	into water	"Final RQ" or 100 lbs, whichever is <b>less</b>		
Any oil	coastal waters	as required by the Texas General Land Office	Texas General Land Office	
Crude oil, oil that is neither a	onto land	onto land 210 gallons (five barrels)		
petroleum product nor used oil	directly into water	enough to create a sheen	Exit	
	onto land, from an exempt PST facility	210 gallons (five barrels)		
Petroleum product, used oil	onto land, or onto land from a non- exempt PST facility	25 gallons	<u>30 TAC 327</u> Exit.	
	directly into water	enough to create a sheen		
Associated with the exploration, development and production of oil, gas, or geothermal resources	under the jurisdiction of the Railroad Commission of	as required by the Railroad Commission of Texas	Railroad Commission of Texas	

	Texas		
Industrial solid waste or other substances	into water	100 lbs	<u>30 TAC 327</u> Exit
From petroleum storage tanks, underground or aboveground	into water	enough to create a sheen on water	30 TAC 334.75- 81 Extend
From petroleum storage tanks, underground or aboveground	onto land	25 gallons or equal to the RQ under $40$ <u>CFR 302</u> Exit.	<u>30 TAC 327</u> Exit
Other substances that may be useful or valuable and are not ordinarily considered to be waste, but will cause pollution if discharged into water in the state	into water	100 lbs	<u>30 TAC 327</u>

### ATTACHMENT E

# **VOLUME AND CHARACTER OF STORMWATER**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment E

#### **ATTACHMENT E**

#### **VOLUME AND CHARACTER OF STORMWATER**

A 2,984 sf Jiffy Lube and associated parking lot is planned on Lot 3C with a stormsewer connection to the batch detention pond on Lot 3A. The 1.00 acre disturbed will have 0.61 acres of impervious cover (61%). The remaining pervious portion of the site will consist of landscaped areas. For all areas, stormwater will travel as sheet or shallow concentrated flow across both pervious and impervious areas to a stormsewer system. The stormsewer flow will be routed to the batch detention pond in Lot 3A.

This first flush of run-off will contain small amounts of oil, gas, and suspended solids, which will be captured by the water quality pond. Flows up to the first 1.38 inch of depth will be contained by the batch detention pond. Flows greater than the first 1.38 inch of rainfall are assumed to not be carrying the pollutant load that is found in the first flush of run-off. After passing through the detention pond, flows will convey to the existing channel offsite, and then leaving the site.

The batch detention pond will hold the water quality volume until it surpasses the water quality elevation. Then, stormwater above the water quality elevation will be released to the existing channel. Since proposed flow is lower than existing conditions, detention is not required.

For details of the water quality pond and all calculations, see the Existing and Proposed Drainage Area Plans, Water Quality Plan, and Water Quality Details in Section 3, Attachment M.



Section 3: Attachment E

### ATTACHMENT F

# SUITABILITY LETTER FROM AUTHORIZED AGENT (Not applicable)

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)

# \*(NOT APPLICABLE)\*



Section 3: Attachment F

# ATTACHMENT G

#### **ALTERNATIVE SECONDARY CONTAINMENT METHODS**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)

# \*(NOT APPLICABLE)\*



Section 3: Attachment G

# ATTACHMENT H

# AST CONTAINMENT STRUCTURE DRAWINGS (IF AST)

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)

# \*(NOT APPLICABLE)\*



Section 3: Attachment H

# ATTACHMENT I

# **20% OR LESS IMPERVIOUS COVER WAIVER**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)

# \*(NOT APPLICABLE)\*



Section 3: Attachment I

# **ATTACHMENT J**

# **BMPs FOR UPGRADIENT STORMWATER**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment J

#### **ATTACHMENT J**

#### **BMPs FOR UPGRADIENT STORMWATER**

The drainage areas upstream of the developed site will remain in their natural state. Therefore, there are no BMPs or measures required to prevent pollution. The residential property located to the north of the subject site conveys through the site via an existing channel. The Valero gas station located to the east of the subject site conveys via an existing ditch along W. SH 29 and around the site.



Section 3: Attachment J

### ATTACHMENT K

# **BMPs FOR ON-SITE STORMWATER**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment K

#### ATTACHMENT K

#### **BMPs FOR ON-SITE STORMWATER**

Run-off from the developed area will be conveyed to a batch detention pond that is designed to detain the required water quality volume as specified in the TCEQ Edwards Aquifer Technical Guidelines Manual.

Per TCEQ TSS Spreadsheet, the required water quality capture volume is 45,311 cf. The proposed batch detention pond captures a water quality volume of 45,485 cf at a depth of 3.5 ft. The bottom of the pond elevation is 1001 ft and water quality elevation is 1004.5 ft. A total of 1.00 acres of the stie will be treated at 61% impervious cover.

Stormwater passing the water quality elevation will convey to the existing ditch. In addition, a controller will retain the water quality volume for 12 hours before draining the water quality volume offsite.



## ATTACHMENT L

# **BMPs FOR SURFACE STREAMS**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment L

#### ATTACHMENT L

#### **BMPs FOR SURFACE STREAMS**

Stormwater will be routed through a batch detention pond prior to being release into the surface stream or ditch. The peak flows and velocities are much lower than the peak flows that will be seen when the flow from further upstream finally arrives, so erosion will not be increased.



Section 3: Attachment L

### ATTACHMENT M

# **CONSTRUCTION PLANS**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment M

#### ATTACHMENT M

#### **CONSTRUCTION PLANS**

Pertinent construction plans as well as TCEQ's TSS Calculations are included in this attachment.



Section 3: Attachment M

TSS Removal Calculations 07-30-2014			Project Name: Stonewall Commercial (5.5 ac) Date Prepared: 11/29/2018
Additional information is provided for cells with a red triangle i Text shown in blue indicate location of instructions in the Technical Characters shown in red are data entry fields. Characters shown in black (Bold) are calculated fields. Change	Guidance	Manual - R	G-348.
1. The Required Load Reduction for the total explect:	Calculations	from RG-348	Pages 3-27 to 3-30
Page 3-29 Equation 3.3: L <sub>M</sub> = 2	27.7(A <sub>N</sub> x P)		
A <sub>N</sub> = I	Net increase		ulting from the proposed development = 80% of increased load area for the project m, inches
Site Data: Determine Required Load Removal Based on the Entire Project County =	Williamsor		1
Total project area included in plan * = Predevelopment impervious area within the limits of the plan * = Total post-development impervious area within the limits of the plan * = Total post-development impervious caver fraction * = P =	14.23 0.99 10.22 0.72 32 8185	acres acres acres inches	11/28/2018
* The values entered in these fields should be for the total project area.			E
Number of drainage basins / outfalls areas leaving the plan area =	1		NICHOLAS R. SANDLIN
2. Drainage Basin Parameters (This information should be provided for each	h basin);		1 124404
Drainage Basin/Outfatt Area No. =	1		1. ON LICENSED
Total drainage basin/outfall area =	14.23	atres	I SSIONAL ENGIL
Predevelopment impervious area within drainage basin/outfall area = Post-development impervious area within drainage basin/outfall area =	0.99	acres acres	Verse a
Post-development impervious fraction within drainage basin/outfall area =	0.72		11.12
L <sub>m</sub> this basin <sup>22</sup>	\$185	lbs.	Nintall
3. Indicate the proposed BMP Code for this basin,			11-
Propused BMP =   Removal efficiency =	Batch Deter <b>91</b>	ntion percent	1
4. Calculate Maximum TSS Load Removed (La) for this Drainage Basin by th	e selected (	BMP Type,	
RG:348 Page 3-33 Equation 3.7: Le = (	(BMP efficier	ncy) x P x (A <sub>1</sub> x	: 34.6 + A <sub>P</sub> x 0.54)
A <sub>1</sub> = 1 A <sub>0</sub> = 1	Impervious a Pervious are	rea proposed a remaining in	a in the BMP catchment area in the BMP catchment area the BMP catchment area is catchment area by the proposed BMP
Ac = A =	14,23	acres	
A <sub>p</sub> =	4.01	acres	
L <sub>R</sub> ≖	10360	lbs	
5. Calculate Fraction of Annual Runoff to Treat the drainage basin ( outfail			
Desired L <sub>M</sub> tres easen *	8185	lbs.	
F*	0.79		
5. Calculate Capture Volume required by the BMP Type for this drainage ba	sin / outfall	area.	Calculations from RG-348 Pages 3-34 to 3-36
Rainfall Depth = Post Development Runoff Coefficient = On-site Water Quality Volume =	1.04 0.52 28175	inches cubic feel	
	Colouisteens	fe- BC 249	Dense 1 16 to 1 17
Off-site area draining to BMP =	0,00	acres	Pages 3-36 to 3-37
Off-site Impervious cover draining to BMP =	0.00	acres	
Impervious fraction of off-site area = Off-site Runoff Coefficient =	0 00.0		
Off-site Water Quality Volume =	0	cubic feet	
Storage for Sediment =	5635		
Total Capture Volume (required water quality volume(s) x 1.20) = The following sections are used to calculate the required water quality volu The values for BMP Types not selected in cell C45 will show NA.	<b>33810</b> ime(s) for Ih	cubic feet is selected Bl	ир.
8. Batch Detention Basin System	Designed as	Required in F	IG-348 Pages 3-46 to 3-51

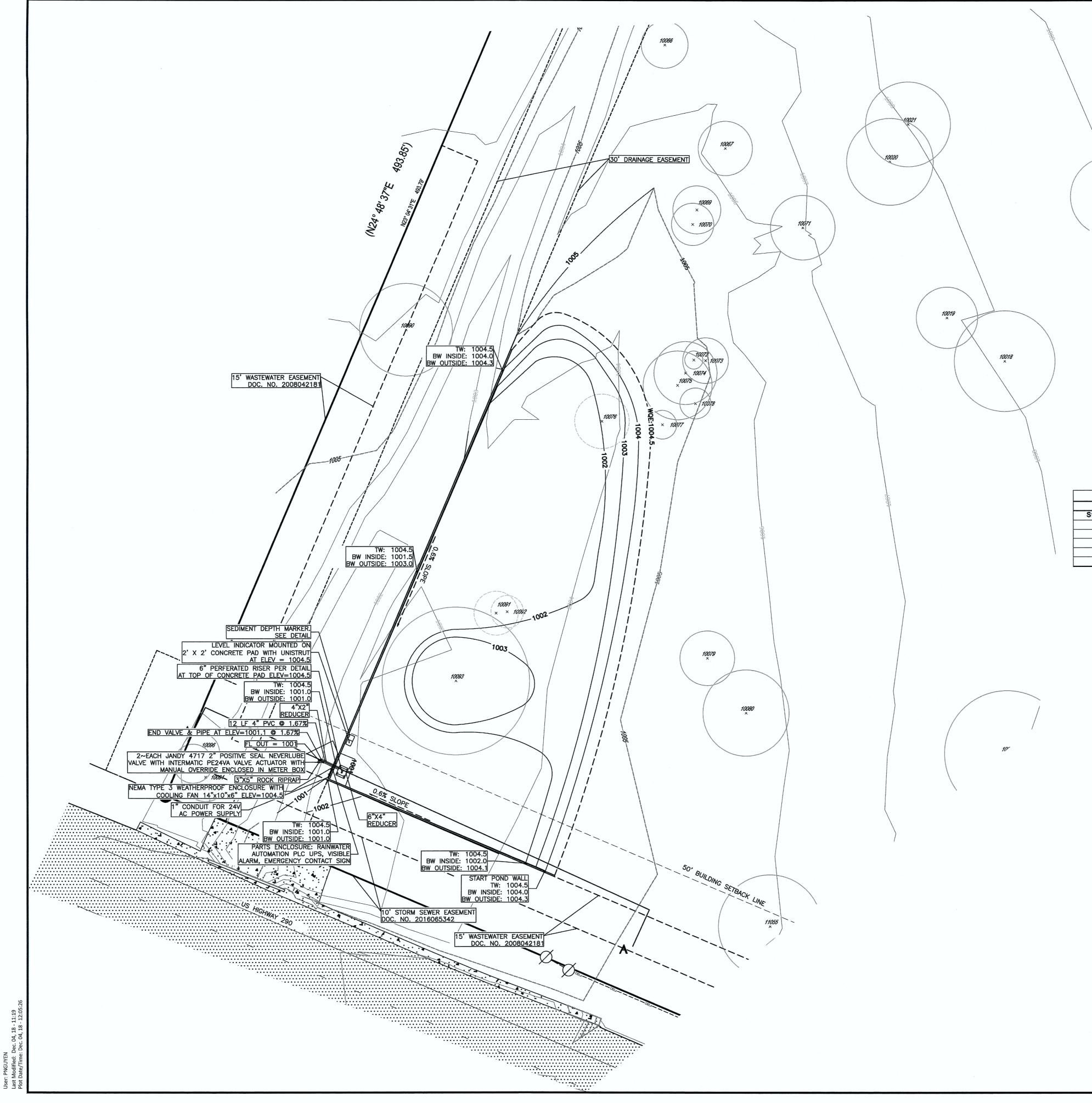
Required Water Quality Volume for extended detention basin = 33810 cubic feet

Texas Commission on Environmental Quality

.....

BATCH DETENTION POI	ND	
Contributing Drainage Area =	PR-1	
Total Drainage Area 📼	14.23	acre
Pre-Development I.C. =	0.99	acre
Post-Development I.C. =	10.22	acre
Post-Development I.C. Fraction =	0,72	
LM TOTAL PROJECT =	8,185	lbs
A <sub>c</sub> =	14.23	acre
A <sub>t</sub> =	10.22	acre
A <sub>P</sub> =	4.01	acre
L <sub>R</sub> =	10,360	lbs
Fraction of Annual Runoff (F) =	0.79	
Rainfall Depth =	1.04	inch
Post Development Runoff Coefficient =	0.52	
On-site Water Quality Volume =	28,175	cubic ft
Off-site area draining to BMP =	0	acre
Off-site Impervious cover draining to BMP =	0	acre
Impervious fraction of off-site area =	0	
Off-site Runoff Coefficient =	0	
Off-site Water Quality Volume =	0	cubic ft
Storage for Sediment =	5,635	cubic ft
Total Capture Volume Required =	33,810	cubic ft

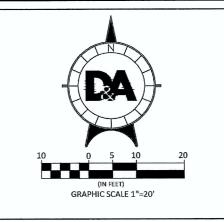
11/28/2018 NICHOLAS R. SANDLIN 124404 CENSE SSIONAL ENGINE



BATCH DE
Contributing Dra
Total Dra
Pre-Develo
Post-Develo
Post-Development I.
L <sub>M то</sub>
Fraction of Annua
Flaction of Annua
Ra
Post Development Runoff
On-site Water Qua
Off-site area drain
Off-site Impervious cover drain
Impervious fraction of
Off-site Runof
Off-site Water Qua
Storage fo
Total Capture Volume
Total Capture Volun

	STONEWALL COMMERCIAL PHASE 1 POND							
	WATER QUALITY POND STAGE-STORAGE							
Stage (ft msl)	Area (sf)	Area (acres)	Storage Incremental (cf)	Storage Cummulative (cf)	Storage Cummulative (ac-ft)			
1001.00	70	0.00	0	0	0.00			
1002.00	8,977	0.21	4,524	4,524	0.10			
1003.00	12,767	0.29	10,872	15,396	0.35			
1004.00	14,306	0.33	13,537	28,932	0.66			
1004.50	15,475	0.36	7,445	36,377	0.84			

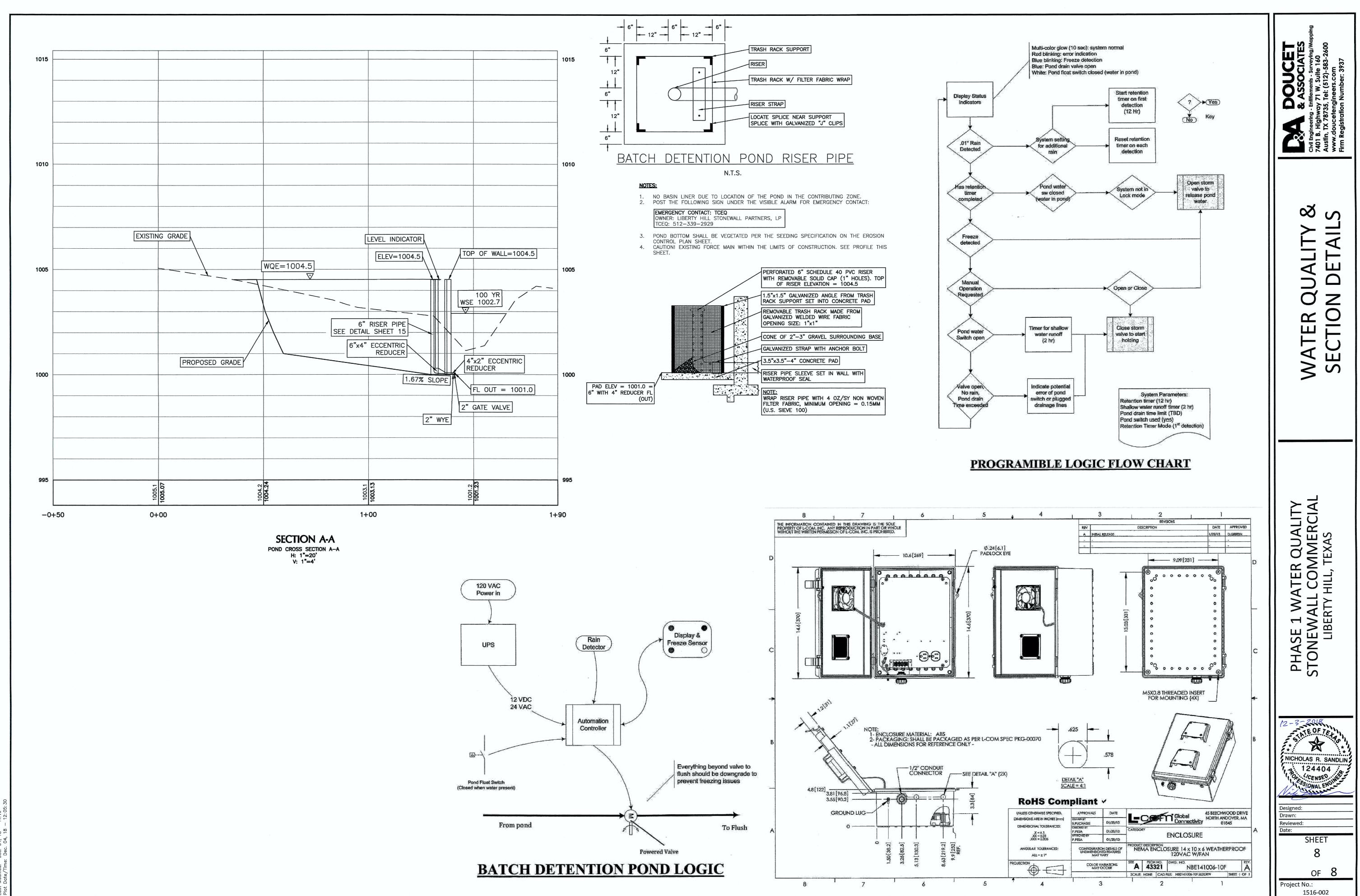
TENTION POND					
-					
ainage Area =	PR-1				
inage Area =	14.23	acre			
opment I.C. =	0.99	acre			
opment I.C. =	10.22	acre			
.C. Fraction =	0.72				
DTAL PROJECT =	8,185	lbs			
A <sub>c</sub> =	14.23	acre			
A1 =	10.22	acre			
A <sub>P</sub> =	4.01	acre			
L <sub>R</sub> =	10,360	lbs			
al Runoff (F) =	0.79				
infall Donth -	1 0 1	inch			
ainfall Depth =	1.04	Incr			
Coefficient =	0.52				
lity Volume =	28,175	cubic ft			
ing to BMP =	0	acre			
ing to BMP =	0	acre			
off-site area =	0				
f Coefficient =	0				
lity Volume =	0	cubic ft			
or Sediment =	5,635	cubic ft			
e Required =	33,810	cubic ft			
ne Provided =	36,377	cubic fit			



Civil Engineering - Entitlements - Surveying/Mapping 7401 B. Highway 71 W, Suite 160 Austin, TX 78735, Tel: (512)-583-2600 www.doucetengineers.com Firm Registration Number: 3937
WATER QUALITY & DETENTION POND PLAN
PHASE 1 WATER QUALITY STONEWALL COMMERCIAL LIBERTY HILL, TEXAS
Designed: Drawn: Reviewed: Date: 7 OF 8

Project No.:

1516-002



P: \1516-002\CADD\dwg\working\_drawings\submitted\CD\ GUYFN

r: PNGUYEN + Modified: Dec 04 18 -

## **ATTACHMENT N**

# **INSPECTION, MAINTENANCE, REPAIR & RETROFIT PLAN**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment N

#### ATTACHMENT N

#### **INSPECTION, MAINTENANCE, REPAIR & RETROFIT PLAN**

The following guidelines should be used for the maintenance plan for the batch detention pond system being utilized to treat runoff from the Stonewall Commercial project for water quality.

- *Inspections.* The irrigation system, including pumps, should be inspected and tested (or observed while in operation) to assure proper operation at least 6 times annually. Two of these inspections should occur during or immediately following wet weather. Any leaks, broken spray heads, or other malfunctions with the irrigation system should be repaired immediately. In particular, sprinkler heads must be checked to determine if any are broken, clogged, or not spraying properly. All inspection and testing reports should be kept on site and accessible to inspectors.
- *Alarm System.* The alarm system should activate when (1) the high-water level has been maintained in excess of 72 hours, (2) the water level is below the shut off point and the pump has not turned off, or (3) the high/low pressure pump shut off switch has been activated. The alarm should be vandal proof and weather resistant. A sign should be placed at the wet well clearly displaying the name and phone number of a responsible party that may be contacted if the alarm is activated. During each of the six annual inspections, the alarm system should be checked to insure it meets all of the above conditions, and is in good operating order.
- **Sediment Removal.** Remove sediment from splitter box, basin, and wet wells at least two times per year or when the depth reaches 3 inches.
- *Irrigation Areas.* To the greatest extent practicable, irrigation areas are to remain in their natural state. However, vegetation must be maintained in the irrigation area such that it does not impede the spray of water from the irrigation heads. Tree and shrub trimmings and other large debris should be removed from the irrigation area.
- Mowing. The upper stage, side slopes, and embankment of a retention basin must be mowed regularly to discourage woody growth and control weeds. Grass areas in and around basins must be mowed at least twice annually to limit vegetation height to 18 inches. More frequent mowing to maintain aesthetic appeal may be necessary in landscaped areas. When mowing is performed, a mulching mower should be used, or grass clippings should be caught and removed.
- **Debris and Litter Removal.** Debris and litter will accumulate near the basin pump and should be removed during regular mowing operations and inspections. Particular attention should be paid to floating debris that can eventually clog the irrigation system.
- **Erosion Control.** The pond side slopes and embankment may periodically suffer from slumping and erosion, although this should not occur often if the soils are properly compacted during construction. Regrading and revegetation may be required to correct the problems.



Section 2: Attachment N

#### Stonewall Commercial – Liberty Hill, TX Contributing Zone Plan

 Nuisance Control. Standing water or soggy conditions in the retention basin can create nuisance conditions for nearby residents. Odors, mosquitoes, weeds, and litter are all occasionally perceived to be problems. Most of these problems are generally a sign that regular inspections and maintenance are not being performed (e.g., mowing and debris removal).

#### **Record Keeping:**

Maintenance and inspection records should be kept on file by the Owner of the permanent BMP's for a period of at least three (3) years. Repair and retrofit records should be kept on file by the Owner of the permanent BMP's for a period of at least five (5) years. The attached Operation and Maintenance Checklist shall be completed for each inspection performed.

#### Liberty Hill Stonewall Partners, LP

01 Print Name

Title

Date

#### PREPARED AND CERTIFIED BY ENGINEER:

Nicholas Sandlin, P.E.

12-3-2018







Section 2: Attachment N

#### SECOND ASSIGNMENT OF REAL ESTATE PURCHASE CONTRACT

This second assignment and assumption of the REAL ESTATE PURCHASE CONTRACT for approximately 1.004 acres of land comprised of Lot 3C, Block A in the Stonewall Ranch subdivision in Liberty Hill, TX is between ABME Auto Services, Inc. (the "Assignor") and BH Development 1 LLC (the "Assignee").

Oxbow Development LLC (the original Buyer), and RAJ Liberty Hill Investment LLC (the "Seller"), entered an agreement dated 10/10/2022 (the "Contract"). On 11/29/2022, Oxbow Development LLC assigned the Contract to ABME Auto Services, Inc. (the "Assignment of Real Estate Purchase Contract"), a copy of which is attached as Exhibit A.

Under Section 14 of the Contract relating to its assignments, the Assignor may assign the Contract to the Assignee and has provided written notice to the Seller.

The parties therefore agree as follows:

- 1. <u>Assignment:</u> The Assignor assigns to the Assignee of all its rights in, and delegates to the Assignee all of its obligations under, the Contract. This assignment will become effective on the date it is signed by the last party to sign it (the "Effective Date"), and will continue until the term of the Contract ends.
- <u>Assumption of Rights and Duties:</u> After the Effective Date, the Assignee shall assume all rights and duties under the Contract. The Assignor will have no further obligations under the Contract. However, Assignor remains responsible for obligations accruing before the Effective Date.
- **3.** <u>Inconsistency:</u> If there is a conflict between this assignment and the Contract, the terms of this assignment will govern.
- 4. <u>Agreement Continuance</u>: Except as expressly modified and supplemented by this assignment, all other terms in the Contract remain in full effect and continue to bind the parties.
- 5. Assignor's Representations: The Assignor represents that:
  - **a.** it is the lawful and sole owner of the interests assigned under this assignment;
  - **b.** it has not previously assigned its rights under the Contract;
  - c. the interests assigned under this assignment are free from all encumbrances; and
  - **d.** it has performed all obligations under the Contract that have been required until the Effective Date of this assignment

### 6. Indemnification:

- **a.** Of Assignee by Assignor. The Assignor shall indemnify the Assignee against all claims, actions, judgements, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense, that may after the Effective Date be suffered or asserted against Assignee because of the Assignor's failure to have performed, before the Effective Date, all of the Assignor's obligations under the Contract or because of any other claims accruing before the Effective Date that may be asserted with respect to the Contract.
- b. Of Assignor by Assignee. The Assignee shall indemnify the Assignor against all claims, actions, judgements, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense, that may after the Effective Date be suffered by or asserted against the Assignor because of the Assignee's failure to have performed, after the Effective Date, all of the Assignor's obligations under the Contract or because of any other claims accruing after the Effective Date that may be asserted with respect to the Contract.

## 7. <u>Counterparts; Electronic Signatures:</u>

- **a.** Counterparts. The parties may execute this assignment in any number of counterparts, each of which is an original but all of which constitute one in the same instrument.
- **b.** Electronic Signatures. This assignment, agreements ancillary to this assignment, and related documents entered into in connection with this assignment are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.
- 8. <u>Severability:</u> If any provision contained in this assignment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this assignment, but this assignment will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this assignment to be unreasonable.
- **9.** <u>Waiver:</u> No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this assignment will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.
- 10. Entire Agreement: This assignment, together with the Contract, constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to its subject matter. All prior contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this assignment are expressly merged into and superseded by this assignment. The provisions of this assignment may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. No party was

induced to enter this assignment by, and no party is relying on, any statement, representation, warranty, or agreement of any other party except those set forth expressly in this assignment. Except as set forth expressly in this assignment, there are no conditions precedent to this assignment's effectiveness.

- 11. <u>Headings:</u> The descriptive headings of the sections and subsections of this assignment are for convenience only, and do not affect this assignment's construction or interpretation.
- 12. <u>Effectiveness</u>: This assignment will become effective when all parties have signed it. The date this assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this assignment.
- **13.** <u>Necessary Acts; Further Assurances:</u> Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this assignment contemplates or to evidence or carry out the intent and purposes of this assignment.

## [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this agreement, to be effective as of the Effective Date.

Assignor: ABME Auto Services, Inc.

By:

Name: Arun Balakrishnan, President

Date: 2/24/2023

Assignee: BH Development 1 LLC

By:

Name: Arun Balakrishnan, Member

Date: 2/24/2023

# EXHIBIT A

# Assignment of Real Estate Purchase Contract

[Assignment of Real Estate Purchase Contract shown on the following pages]

# ASSIGNMENT OF REAL ESTATE PURCHASE CONTRACT

This assignment and assumption of the REAL ESTATE PURCHASE CONTRACT for approximately 1.004 acres of land comprised of Lot 3C, Block A in the Stonewall Ranch subdivision in Liberty Hill, TX is between Oxbow Development LLC (the "Assignor") and ABME Auto Services, Inc. (the "Assignee").

The Assignor and RAJ Liberty Hill Investment LLC (the "Seller"), entered an agreement dated 10/10/2022 (the "Contract"), a copy of which is attached as Exhibit A.

Under Section 14 of the Contract relating to its assignments, the Assignor may assign the Contract to the Assignee and has provided written notice to the Seller.

The parties therefore agree as follows:

- 1. <u>Assignment:</u> The Assignor assigns to the Assignee of all its rights in, and delegates to the Assignee all of its obligations under, the Contract. This assignment will become effective on the date it is signed by the last party to sign it (the "Effective Date"), and will continue until the term of the Contract ends.
- 2. <u>Assumption of Rights and Duties:</u> After the Effective Date, the Assignee shall assume all rights and duties under the Contract. The Assignor will have no further obligations under the Contract. However, Assignor remains responsible for obligations accruing before the Effective Date.
- **3.** <u>Inconsistency:</u> If there is a conflict between this assignment and the Contract, the terms of this assignment will govern.
- 4. <u>Agreement Continuance</u>: Except as expressly modified and supplemented by this assignment, all other terms in the Contract remain in full effect and continue to bind the parties.
- 5. <u>Assignor's Representations:</u> The Assignor represents that:
  - **a.** it is the lawful and sole owner of the interests assigned under this assignment;
  - **b.** it has not previously assigned its rights under the Contract;
  - c. the interests assigned under this assignment are free from all encumbrances; and
  - **d.** it has performed all obligations under the Contract that have been required until the Effective Date of this assignment
- 6. <u>Indemnification:</u>

- a. Of Assignee by Assignor. The Assignor shall indemnify the Assignee against all claims, actions, judgements, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense, that may after the Effective Date be suffered or asserted against Assignee because of the Assignor's failure to have performed, before the Effective Date, all of the Assignor's obligations under the Contract or because of any other claims accruing before the Effective Date that may be asserted with respect to the Contract.
- **b.** Of Assignor by Assignee. The Assignee shall indemnify the Assignor against all claims, actions, judgements, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense, that may after the Effective Date be suffered by or asserted against the Assignor because of the Assignee's failure to have performed, after the Effective Date, all of the Assignor's obligations under the Contract or because of any other claims accruing after the Effective Date that may be asserted with respect to the Contract.

## 7. <u>Counterparts; Electronic Signatures:</u>

- **a.** Counterparts. The parties may execute this assignment in any number of counterparts, each of which is an original but all of which constitute one in the same instrument.
- **b.** Electronic Signatures. This assignment, agreements ancillary to this assignment, and related documents entered into in connection with this assignment are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.
- 8. <u>Severability:</u> If any provision contained in this assignment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this assignment, but this assignment will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this assignment to be unreasonable.
- **9.** <u>Waiver:</u> No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this assignment will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.
- 10. Entire Agreement: This assignment, together with the Contract, constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to its subject matter. All prior contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this assignment are expressly merged into and superseded by this assignment. The provisions of this assignment may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. No party was induced to enter this assignment by, and no party is relying on, any statement, representation,

warranty, or agreement of any other party except those set forth expressly in this assignment. Except as set forth expressly in this assignment, there are no conditions precedent to this assignment's effectiveness.

- 11. <u>Headings:</u> The descriptive headings of the sections and subsections of this assignment are for convenience only, and do not affect this assignment's construction or interpretation.
- 12. <u>Effectiveness</u>: This assignment will become effective when all parties have signed it. The date this assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this assignment.
- **13.** <u>Necessary Acts; Further Assurances:</u> Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this assignment contemplates or to evidence or carry out the intent and purposes of this assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this agreement, to be effective as of the Effective Date.

Assignor: Oxbow Development LLC

É La . By:

Name: Evan Landrum, Managing Member

Date: 11/28/2022

Assignee: ABME Auto Services, Inc.

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

Name: Arun Balakrishnan, President

Date: 11/29/22

# EXHIBIT A

# Contract

[Contract shown on the following pages]

#### REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is made and entered into by and between RAJ Liberty Hill Investment LLC ("Seller") and Oxbow Development LLC, a Texas limited liability company, its successors and/or assigns or related entities ("Buyer"). The "Effective Date" of this Contract shall be as of the date of acceptance of this Contract by Buyer as provided below.

#### WITNESSETH

For and in consideration of One Thousand Dollars (\$1,000.00) (the "Independent Consideration"), the agreements made herein, and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as hereinafter provided:

- 1. <u>Property</u>. Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions herein set forth, that certain tract or parcel of land being approximately 1.004 acres consisting of Lot 3C, Block A in the Stonewall Ranch subdivision in Liberty Hill, TX (the "Property"), as described on Exhibit "A" (LEGAL DESCRIPTION) and Exhibit "B" (PLAT) attached hereto and incorporated herein.
- 2. Earnest Money. An initial deposit of ten-thousand dollars (\$10,000) (the "Initial Deposit") shall be deposited by Buyer with Independence Title Co., State Hwy. 29, Suite 202, Liberty Hill, TX, Attn. Dusti Herman ("Escrow Agent" or "Title Company") within five (5) business days after the Effective Date, paid in accordance with the terms and provisions of this Contract (the above described Initial Deposit together with any Extension Fee(s) (as defined below) referred to collectively as the "Earnest Money"). The Initial Deposit includes the Independent Consideration referenced above. If deposited in an interest-bearing account, all interest earned on the Initial Deposit shall be the property of Buyer and shall be applied to the Purchase Price at Closing (as defined below). Buyer and Seller shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as the Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent. At Closing, the Earnest Money will be applied to the Purchase Price, or, at Buyer's option, will be refunded to Buyer upon full payment of the Purchase Price.
- 3. Parcel Map Revision. [Intentionally Left Blank]
- 4. <u>Purchase Price.</u> \$874,684.00 ("Purchase Price"), to be paid at Closing. In addition to the above Purchase Price, Buyer shall pay at Closing the amount of \$49,256.60 as provided in Section 19 below.
- 5. <u>Closing</u>. The sale and purchase of the Property shall be consummated at a closing (the "Closing") to be held at the offices of the Title Company, and may be closed as a "mail away" if satisfactory to Seller and Buyer. The Closing shall be on or before thirty (30) business days after the expiration of the Inspection Period (as defined below), or as any Extension Periods may be triggered as provided below (the "Closing Date"). Buyer may designate, upon not less than five business days prior notice to Seller and Title Company, an earlier Closing Date.

6. <u>Obligations at Closing</u>. At Closing, Seller shall: (i) deliver to Buyer a Special Warranty Deed (the "Deed") conveying to Buyer good and marketable title in fee simple to the Property, subject only to the Permitted Exceptions (hereinafter defined), and all other documents required by the Title Company for Closing, (ii) pay for Seller's attorney's fees, costs of recording the deed, its portion of prorated property taxes, the base premium of the Texas Land Title Association Owner's Policy of Title Insurance ("Title Policy"), and all other costs incurred by Seller or required to be paid by Seller pursuant to any other provision of this Contract, and (iii) surrender exclusive possession of Property to Buyer. At Closing, Buyer shall pay the Purchase Price (as adjusted due to any amounts already in escrow), Buyer's attorney fees, the cost of any endorsements or additional coverages to the Title Policy, any costs associated with financing the purchase of the Property, and all other costs incurred by Buyer or required to be paid by Buyer of the property fees, the cost of any endorsements or additional coverages to the Title Policy, any costs associated with financing the purchase of the Property, and all other costs incurred by Buyer or required to be paid by Buyer pursuant to any other provision of this Contract. All other costs will be allocated between the parties as customary in the county where the Property is located. This transaction is not contingent upon Buyer obtaining third party financing.

Seller warrants that the Property is not subject to any special use valuations which would create a potential liability for "rollback" taxes. Seller shall be responsible for any taxes accruing for the period prior to Closing. This Section shall survive the Closing.

#### 7. Inspection Period.

(a) Within ten (10) days of the Effective Date, Seller shall provide Buyer with copies of the following: (i) leases, rent rolls, operating statements, and other contracts pertaining to the Property, (ii) the latest property tax bills, (iii) any environmental reports; government permits, licenses, or approvals (iv) surveys and site plans, (v) existing title policy, (vi) any soils, engineering and other physical inspection reports on the Property, if any, and (vii) such other information as Buyer may reasonably request (collectively, the "Property Information").

(b) Buyer will have a due diligence period to be satisfied in all respects with its review of the items described above, the physical condition of the Property, the condition of title to the Property, and the Property's suitability for Buyer's intended investment (the "Inspection Period"). The Inspection Period shall end on the earlier of (i) ninety (90) days following the Effective Date, or (ii) the date Buyer notifies Seller in writing that Buyer has completed its diligence and the Inspection Period has ended. If Buyer is not satisfied with the Property in its sole discretion, it may elect on or before the expiration of the initial Inspection Period to terminate this Contract and recover the Initial Deposit and any earnings thereon less the Independent Consideration, and the Independent Consideration shall be disbursed by Escrow Agent to Seller. If Buyer does not exercise its right to terminate this Contract prior to the expiration of the Inspection Period, the Initial Deposit shall become non-refundble (except as otherwise provided in Sections 12 or 13 below) but shall be applied to the Purchase Price at Closing.

(c) Buyer shall be entitled to exercise two (2) consecutive options to extend its feasibility review for periods of thirty (30) days each (the "Extension Periods"), with the first Extension Period beginning on the day following the expiration of the Inspection Period, and the second Extension Period beginning on the day following the expiration of the first Extension Period. Buyer shall notify Seller of its desire to exercise each Extension Period option in writing on a date prior to the date such Extension Period is scheduled to begin. In order to exercise each Extension Period option, Buyer shall deposit an extension

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fee in the amount of \$10,000 (an "Extension Fee") with Escrow Agent prior to the expiration of the initial Inspection Period, or the first Extension Period, as the case may be. Unless specified otherwise, each Extension Fee shall be non-refundable (except as otherwise provided in Sections 12 or 13 below) but shall be applied to the Purchase Price at Closing.

(d) Buyer, its agents and representatives shall have the right to inspect the Property and make tests thereon for the purpose of satisfying itself regarding the physical condition of the Property and its suitability for Buyer's intended investment. Buyer shall indemnify Seller against claims arising from Buyer's activities on the Property, provided that such indemnity shall not extend to (a) the mere discovery of any condition at the Property (e.g., existing or emergent environmental conditions), or (b) any claim or damage arising from any act or omission of Seller. In the event Buyer does not proceed with the Closing, and upon written request of Seller, Buyer shall fully repair any damage to the Property caused by any such inspections, tests, or other activities by Buyer or its agents, employees, or independent contractors so that the Property is restored to its pre-inspection condition.

(e) In the event Buyer does not proceed with the Closing, and upon written request of Seller, Buyer will provide Seller copies of all reports, studies, and other work product connected with Buyer's due diligence review of the Property, provided Seller reimburses Buyer for all of the cost of such materials. Under no circumstances will Buyer furnish to Seller any tenant-related sales forecast report or construction plans.

- 8. <u>Conditions Precedent</u>. Notwithstanding the foregoing due diligence period, in no event shall Buyer be obligated to consummate this transaction unless each of the following contingencies (the "Conditions Precedent") has been completed to Buyer's satisfaction prior to the end of the Inspection Period:
  - a. Any access agreement needed to allow unrestricted vehicular access from the Property to Hwy. 29, and the other properties in the Stonewall Ranch development is executed between Buyer and Seller (unless such access agreement already runs with the Property into perpetuity). The access agreement will be appurtenant to and run with the Property into perpetuity.
  - b. All Seller Delivery Requirements (as defined below in Section 19) are completed.
  - c. Use restriction document covering the Seller Restriction (as defined below in Section 20) is approved by Buyer (Buyer approval shall not be unreasonably withheld; said use restriction document to be recorded in the public record as of Closing).
  - d. Buyer's receipt of an amendment or waiver concerning the Property Restriction (as described below in Section 21)

If Buyer is unable to satisfy (or waive in writing) all the above Conditions Precedent by the end of the Inspection Period, then Buyer may terminate this Contract and receive back the Earnest Money. If for any reason such Conditions Precedent are not satisfied on the Closing Date, Buyer shall not in any event by obligated to close the purchase of the Property.

9. <u>Survey and Title</u>. Seller will order a current title commitment ("Title Commitment") and all documents of record which are listed as exceptions in the Title Commitment to be issued by the Title Company

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and delivered to Buyer within fifteen (15) days after the Effective Date. Buyer shall be responsible for obtaining a current ALTA survey of the Property certified by an acceptable surveyor and in form and substance satisfactory to Buyer (the "Survey"). The Title Commitment, all documents of record which are listed as exceptions in the Title Commitment, and the Survey, shall be collectively known as the "Title Materials". Upon receipt of notice of any objections to the Title Materials (the "Objections"), Seller shall have fifteen (15) days after receipt of such notice ("Objection Cure Period") to satisfy or cure the Objections to Buyer's satisfaction. If Seller fails or declines to satisfy or cure the Objections within the Objection Cure Period, Buyer, at Buyer's option, which option may be exercised by Buyer at any time prior to the end of the initial Inspection Period, may terminate this Contract and all Earnest Money shall be returned to Buyer. Otherwise, such Objections shall be deemed waived as of the end of the initial Inspection Period. Buyer shall be deemed to have agreed to accept title subject to all matters reflected in the Title Commitment and to the state of facts shown on the Survey, other than Objections that have been timely given (except such Objections that have been waived as provided herein), provided that, in no event shall Buyer be deemed to have agreed to accept title subject to (i) monetary liens, encumbrances or security interests against Seller or the Property (other than obligations to pay assessments for common improvements), (ii) encumbrances that have been voluntarily placed against the Property by the Seller after the Effective Date without Buyer's prior written consent and that will not otherwise be satisfied on or before the Closing, (iii) exceptions that typically can be removed from the Title Commitment by Seller's delivery of a customary owner's title affidavit or gap indemnity but cannot be so removed, or (iv) any matters which arise as the result of Seller's failure to comply with any of the requirements set forth in Schedule C of the Title Commitment (all of the foregoing hereinafter collectively referred to as the "Seller's Required Removal Items"). Notwithstanding the foregoing or anything contained herein to the contrary, Seller shall be obligated to satisfy or remove the Seller's Required Removal Items at or prior to Closing and Seller's failure to satisfy or remove Seller's Required Removal Items at or prior to Closing shall constitute a default by Seller under this Contract. All title matters and exceptions set forth in the Title Commitment, the state of facts shown on the Survey, and Objections waived in writing by Buyer or deemed waived by Buyer's failure to terminate this Contract by the end of the Inspection Period, other than the Seller's Required Removal Items, are referred to as the "Permitted Exceptions".

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- 10. <u>Commissions</u>. Seller and Buyer warrant and represent to each other that they have not employed or dealt with any other real estate agent or broker relative to the sale and purchase of the Property, other than Cliff Atnip of Cobb, Lundquist & Atnip, whose commission shall be paid by Seller at Closing pursuant to a separate agreement. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.
- 11. <u>Representations. Warranties, and Covenants of Seller</u>. Seller warrants, represents, and covenants to Buyer that: (a) to the best of Seller's knowledge, the current use of the Property or improvements located on the property conform to applicable Federal. State, or municipal laws, ordinances, codes, or regulations, zoning and permitted uses; (b) there are no actions, suits, or proceedings pending or threatened against, by or affecting Seller or the Property; (c) Seller has the authority to convey the Property to Buyer without the joinder of any other person or entity; (d) other than as disclosed in writing to Buyer, Seller has no knowledge of any current or past environmental issues, damage, or hazards on

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the Property; (e) if Seller is an entity, that entity is in good standing; (f) this Contract does not violate any other contracts or cause a default under any agreements; (g) to the best of Seller's knowledge, Seller is conveying the Property to Buyer with good and marketable title; (h) on the Closing Date, Seller will not be indebted to any party including, but not limited to: contractors, laborers, mechanics, materialmen, architects or engineers for work, labor or services performed or rendered, or for materials supplied and furnished, in connection with the Property for which any party could cause a lien to be filed against the Property; (i) the Property will be delivered to Buyer at Closing free and clear from any leases, contracts and tenants in possession; and (j) other than as specifically described in Section 21 below and in the Title Commitment, there are no deed restrictions encumbering the use or development of the Property. Each representation and warranty of Seller contained in this Contract shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material aspects. The representations, warranties, and covenants of Seller set forth in this Section 11 shall survive Closing for 12 months.

12. Damage and Condemnation. All risk of loss to the Property will remain upon Seller before the Closing. If, before the Closing, the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), Seller shall provide written notification to Buyer of such within 5 business days of the damage or destruction taking place, and Buyer may terminate this Contract by delivering a written termination notice to Seller within fifteen (15) days after the written notification of such fire or other casualty from Seller is delivered to Buyer (and in any event before the Closing), in which case the Earnest Money and all Extension Fees, will be returned to Buyer. If the Property is damaged by fire or other casualty to less than a Material Extent and Buyer has not exercised its right to terminate, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall assign to Buyer all of Seller's right and interest in any insurance proceeds resulting from the damage or destruction, plus give a credit to Buyer at the Closing in an amount equal to any deductible. The term "Material Extent" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the extent of damage or the amount of insurance proceeds to be made available cannot be determined before the Closing Date, Buyer may postpone the Closing Date by delivering a written notice to the Seller specifying an extended Closing Date that is not more than ninety (90) days after the previously scheduled Closing Date.

If condemnation proceedings are commenced before Closing against any portion of the Property, then Seller shall immediately notify Buyer in writing of the condemnation proceedings, and Buyer may terminate this Contract by delivering a written notice to Seller within fifteen (15) days after Buyer receives the written notice (and in any event before Closing), in which case the Earnest Money, including any Extension Fees paid, will be returned to Buyer.

If this Contract is not terminated, then any condemnation award will (a) if the amount of the award is known on the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if the amount of the award is not known on the Closing Date, belong to Buyer and the Purchase Price will not be reduced.

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- 13. Default. If Buyer defaults under any provision of this Contract and such default continues for seven (7) days after written notice is delivered to Buyer, then Seller may, as its sole and exclusive remedy, terminate this Contract by written notice to Buyer, whereupon the Earnest Money, including any Extension Fees paid, and any other deposits, if any, hereunder shall be paid to Seller as full and complete liquidated damages for the default of Buyer, in which event neither party shall have any further rights, obligations, or liabilities under this Contract, except such obligations and liabilities that expressly survive the termination of this Contract. If Seller defaults and such default continues for seven (7) days after written notice is delivered to Seller, then Buyer may avail itself of the remedy of specific performance or terminate this Contract by written notice to Seller, whereupon the Earnest Money, including any Extension Fees paid, and any other deposits, if any, shall be refunded to Buyer and Buyer shall be entitled to recover from Seller the actual out-of-pocket costs incurred by Buyer in connection with the transaction evidenced by this Contract.
- 14. <u>Assignment</u>. Buyer may at any time assign or transfer its interest in this Contract, with prior notice to Seller. Seller may not assign or transfer its interest in this Contract, without the prior written consent of Buyer. This Contract shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successors, and assigns.
- Applicable Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas.
- 16. Miscellaneous. Time shall be of essence in the performance of the terms and conditions of this Contract. In the event any time period specified in this Contract expires on a Saturday, Sunday or bank holiday on which national banks are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank boliday. For purposes of this Contract, business days shall be Monday through Friday, excluding any recognizable state or Federal holidays. All captions, headings, paragraph, and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Contract and shall not supplement, limit or otherwise vary in any respect the text of this Contract. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Contract. This Contract supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property. The Contract contains the sole and entire understanding between Seller and Buyer with respect to the purchase and sale of the Property, and all promise, inducements, offers, solicitations, agreements, representations, and warranties heretofore made between the parties are merged into this Contract. This Contract shall not be modified or amended in any respect unless by a written instrument executed by or on behalf of the parties to this Contract in the same manner as this Contract is executed. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Contract may be transmitted between the parties via facsimile or electronic transmission, and signatures transmitted by facsimile or electronic transmission shall be deemed originals and shall be binding upon the parties. Seller agrees that the terms of this Contract shall be deemed confidential in nature and shall not be disclosed to any third parties by Seller without the prior written consent of Buyer.

- 17. <u>Attorneys' Fees</u>. In the event of any litigation arising out of this Contract, the party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incurred as a result of such litigation.
- 18. Notice. All notices shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered or transmitted via electronic transmission, or upon being deposited with a nationally recognized commercial courier for next day delivery, to the addresses below. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given, shall be deemed to be in receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Buyer:	Seller:
Oxbow Development LLC	RAJ Liberty Hill Investment LLC
Attn: Evan Landrum	Attn: Ashvinkumar V. Patel
Phone: (817) 629-2610	6030 Ocean Dr.
Email: elandrum@oxbowdevco.com	Corpus Christi, TX 78412
Ŭ	Phone: (361) 688-7799
With a copy to:	Email: av@marinagrandhotel.com
Company:	-
Attn:	With a copy to:
Address:	Cobb, Lundquist & Atnip
City ST ZIP	Attn: Cliff Atnip
Phone:	700 Everhart
Email:	Suite F-11
	Corpus Christi, TX 78411
	Phone: (361) 510-4232
	Email: cliff@cliffatnip.com

19. Seller Delivery Requirements. The Property shall be delivered to Buyer on the Closing Date in "AS-IS" condition with direct access at the boundary line of the Property to the Stonewall Ranch development's stormwater culvert system and regional stormwater detention area, each as shown on the Seller's construction plans shown in Exhibit "C" (Seller's Construction Plans). Buyer shall determine what utilities are required by Buyer and the availability of same during the initial Inspection Peirod. Further, the road and driveway improvements specifically related to the Property and providing access to Highway 29, as shown on the Seller's Construction Plans, shall be permitted by the necessary governing agency, with construction "completed" at Seller's sole cost and expense, and have all the necessary reciprocal access easement agreements (as further described in Section 8 hereof) in place providing access to and from the Property to the surrounding development and road network as shown on the Seller's Construction Plans as reflected in the existing documents filed of record and provided to Buyer with the Title Commitment provided in Section 9 above. All of the improvements described in this section shall be specifically referred to as the "Seller Delivery Requirements" and shall be completed within fifteen (15) days from the date of exection of this Contract and available for inspection by Buyer during the Inspection Period for Buyer's confirmation that the improvements are acceptable to Buyer. Seller shall cause to be removed any and all mechanic's or materialman's liens that are at any time recorded against the Property with respect to the Seller Delivery Requirements. Within fifteen (15) days of the commencement of the Inspection Period, Seller shall deliver to Buyer written evidence of the actual cost of the improvements contemplated in this Section, and Buyer's pro rata share of same (and also including the pro rata shares of other parties and/or properties sharing in such costs), in form and substance reasonably acceptable to Buyer. If, and only if Closing occurs, on the Closing Date, Buyer shall pay its pro rata share of roads and infrastructure improvements affecting the Property based on the information the amounts and shares set out above, but in no event shall Buyer's share ever exceed \$49,256.50. Buyer's payment of its pro rata share of roads and infrastructure improvements is to be deposited with the Escrow Agent at Closing and dispursed to Seller at the Closing. If Buyer's pro rata share of roads and infrastructure improvements is determined based upon the foregoing to be less than \$49,256.50, then the required pro rata payment amount to be paid by Buyer shall be reduced accordingly. Any issues of Buyer concerning the amount of the pro rata payment shall be raised by Buyer and resolved to Buyer's satisfaction during the Inspection Period. Under no circumstance shall Buyer be obligated to contribute more than \$49,256.50 toward Seller Delivery Requirements, which are inclusive of the Seller's Construction Plans and any access easement agreement related to the Property.

- 20. <u>Seller Restriction</u>. Seller agrees to prohibit the use of any other property it owns in the Stonewall Ranch subdivision or any other property within one-half mile of the Property that Seller owns as of the Effective Date of the Contract to be used for minor automotive repair services and/or quick lube. This use restriction shall run with the land as to such properties. The Seller Restriction contemplated in this section will be formalized in a separate instrument prior to Closing, and is to be recorded in public record at Closing.
- 21. <u>Property Restriction</u>. Seller advises Buyer that the Property currently is subject to a use restriction prohibiting any sales of automotive parts in a business competing with AutoZone, a nearby property owner (the "Property Restriction"). Seller agrees to work with Buyer to obtain an amendment or waiver of the Property Restriction in order to permit Buyer's proposed use of a quick lube and minor automotive repair facility. As described in Section 8 of this Contract, removal or waiver of the Property Restriction is a Condition Precedent to Closing.
- 22. <u>Additional Declaration</u>. During the Inspection Period, Seller will finalize the Declaration of Easements and Covenants, a draft of which is attached as Exhibit "D" (Declaration), with the owner of Lot 3B providing for reciprocal access, signage and the shared use of the drainage detention facility serving the subdivision. The Declaration of Easements and Covenants shall be finalized and filed of record at least ten (10) days prior to the expiration of the Inspection Period and shall be a permitted exception to the Title Policy. At least ten (10) days prior to the expiration of Easements and Covenants and Covenants and Covenants and Covenants and Covenants and Covenants and the finalized version of the Declaration of Easements and Covenants shall replace the draft that current comprises Exhibit "D" in this Contract.
- 23. <u>Deadline for Acceptance</u>. This Contract shall be effective only if executed by Buyer on or before October 10, 2022, the same being five (5) business days following the execution by Seller.

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IN WITNESS WHEREOF, the parties have executed and sealed this Real Estate Purchase Contract, to be effective as of the date of signature by Buyer below (the "Effective Date").

Date:

BUYER:

Oxbow Development LLC

By:

Name: Evan Landrum, Managing Member

Date: 10/10/2022

SELLER: RAJ Liberty Hill Investment LLC

By: Name: Ashvinkumar V. Patel, Manager

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The undersigned joins in this Contract as Escrow Agent for the purpose of agreeing to its obligations hereunder as Escrow Agent.

ESCROW AGENT:	
Independence Title	*
Rev. L	
Escrow Officer	Dist Nerman
Date: 101.01	122

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#### [EXHIBITS ON FOLLOWING PAGES]

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# **CONTRACT RECEIPT**

### Lot 3C Stonewall Ranch

Independence Title Company hereby acknowledges receipt of the earnest in the amount of \$10,000 received October 17, 2022.

Date: October 17, 2022

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Independence Title Company

Ву: \_\_\_

Stephanie Webster 14362 W SH 29# 202 Liberty Hill. Texas 78642

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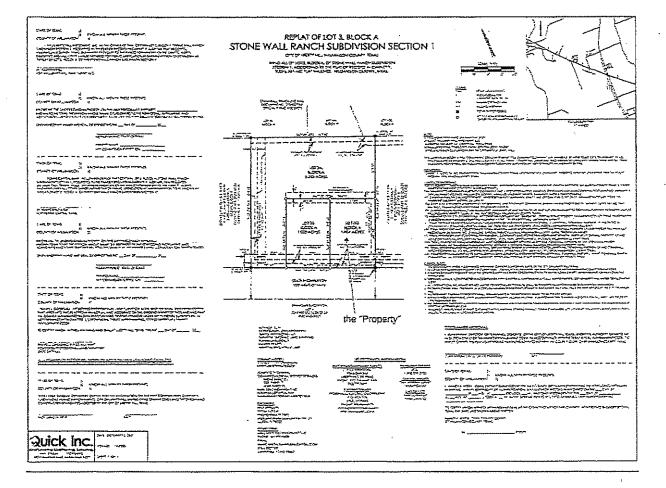
### EXHIBIT A

## LEGAL DESCRIPTION

Lot 3C, Block A, REPLAT OF LOT 3, BLOCK A, OF STONE WALL RANCH SUBDIVISION, SECTION I, according to the map or plat thereof, recorded in Document No. 2021174758, Official Public Records, Williamson County, Texas

#### EXHIBIT B

#### PLAT



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## EXHIBIT C

## SELLER'S CONSTRUCTION PLANS

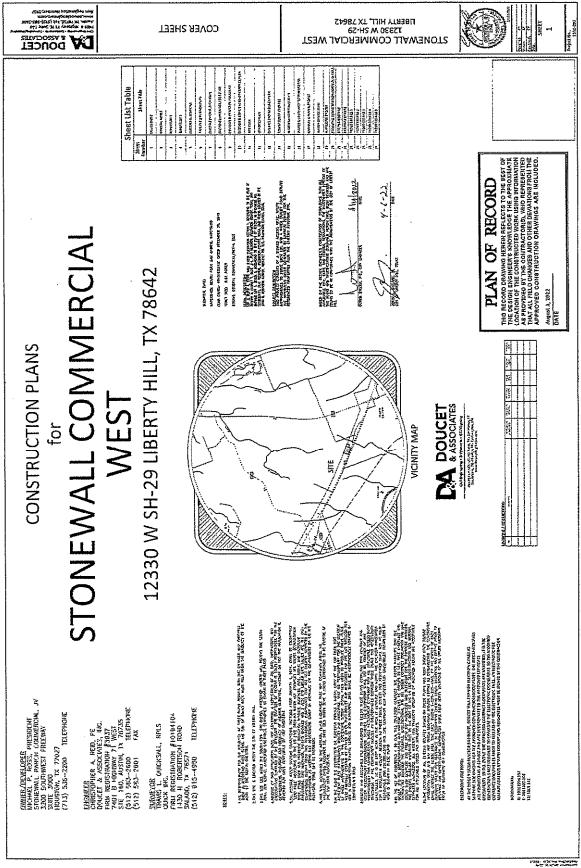
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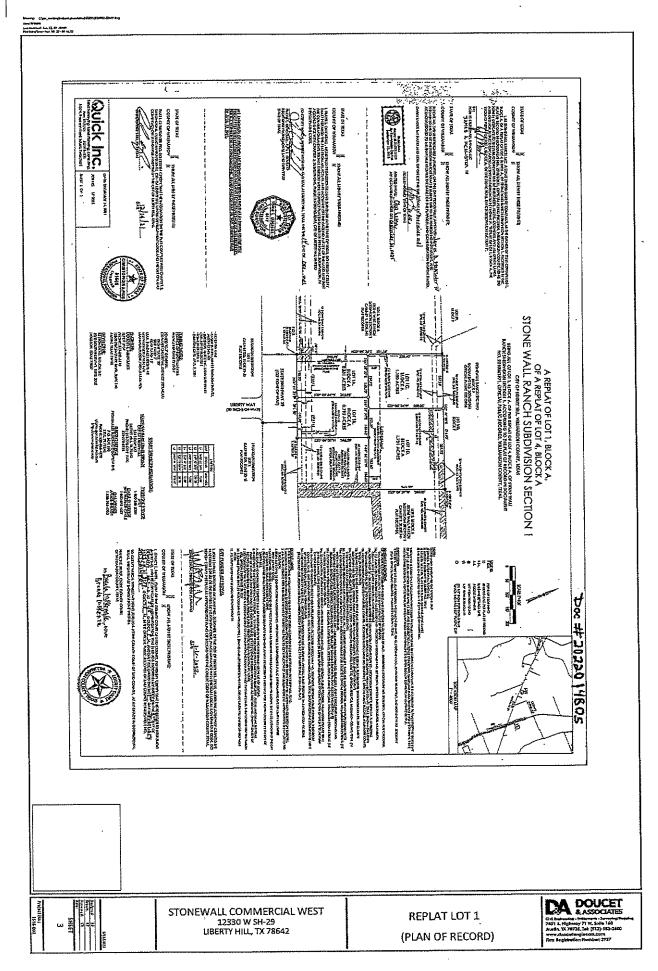


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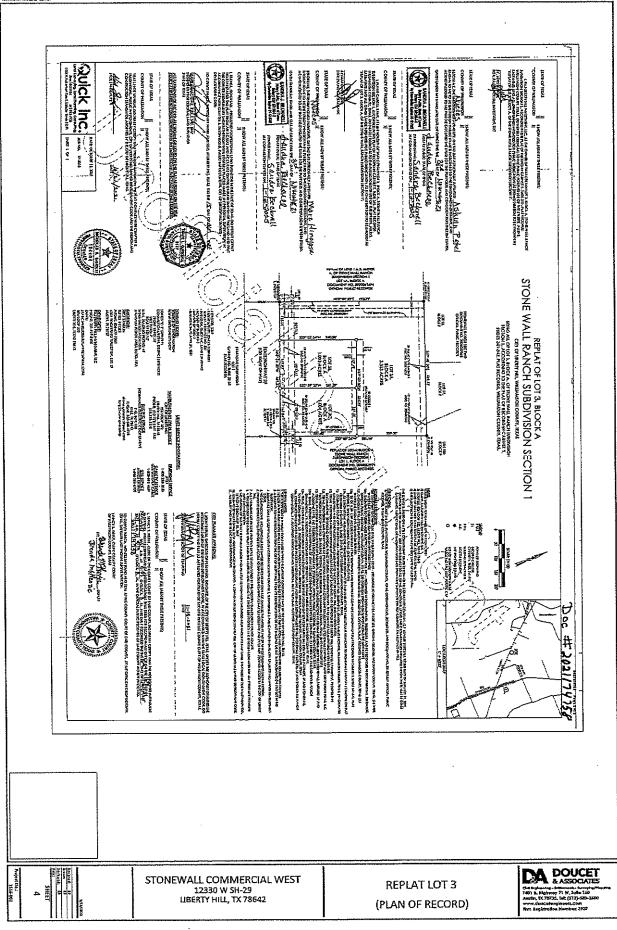
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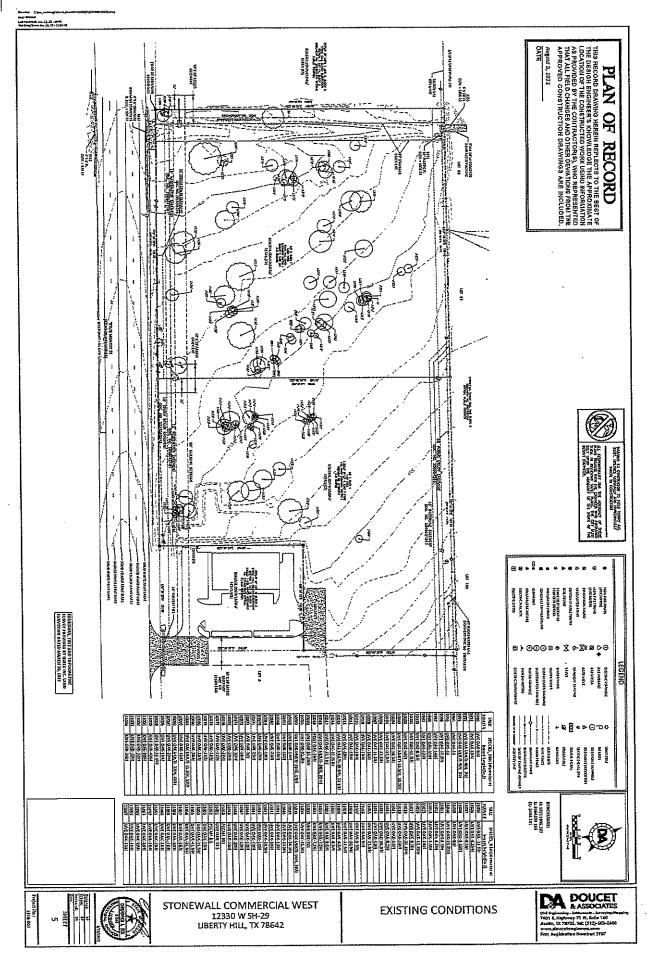
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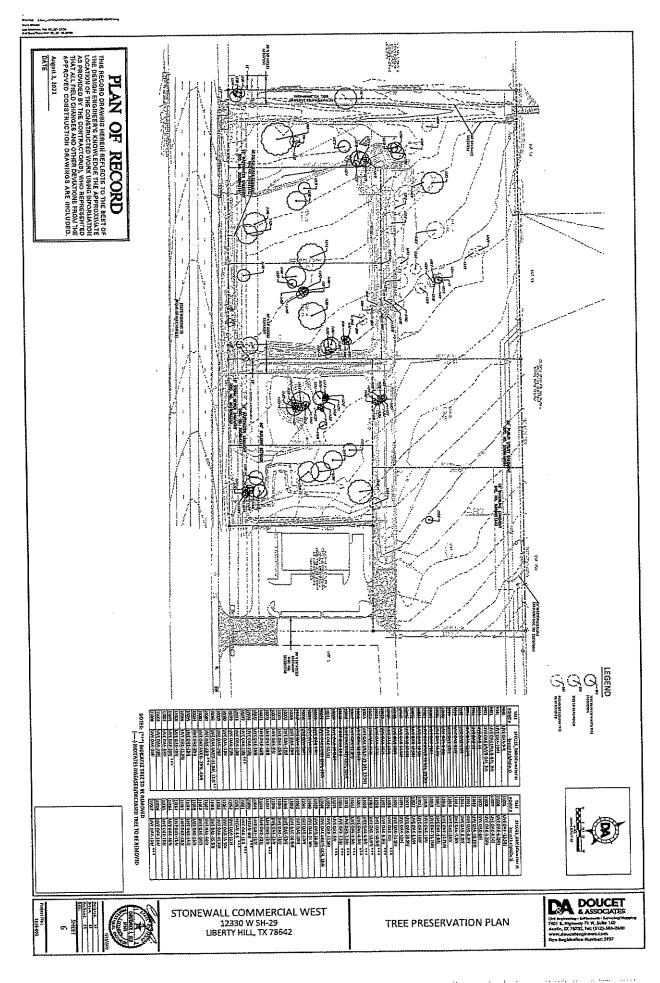
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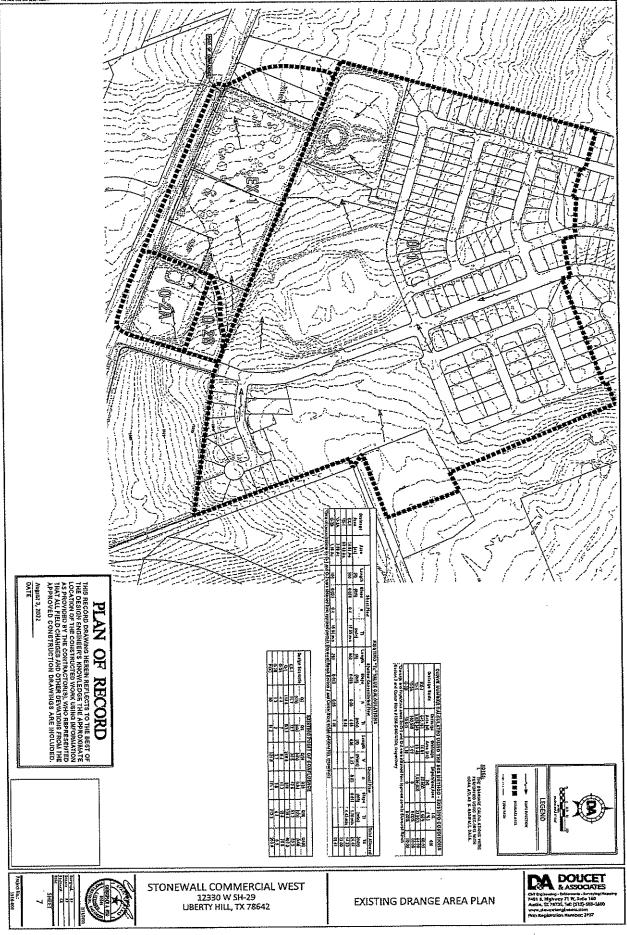
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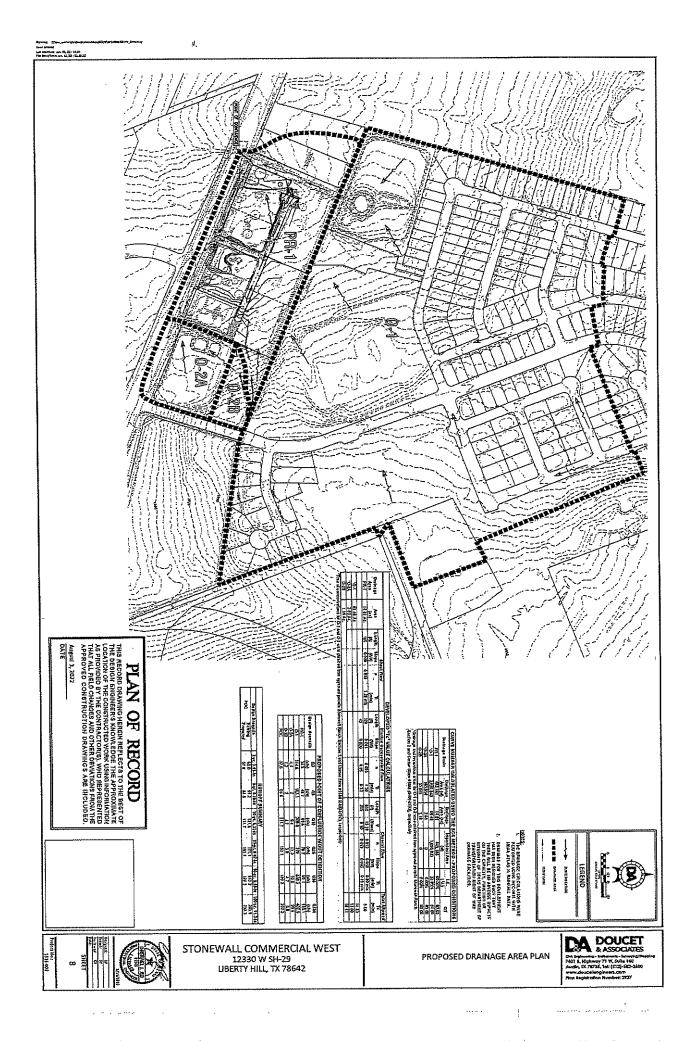
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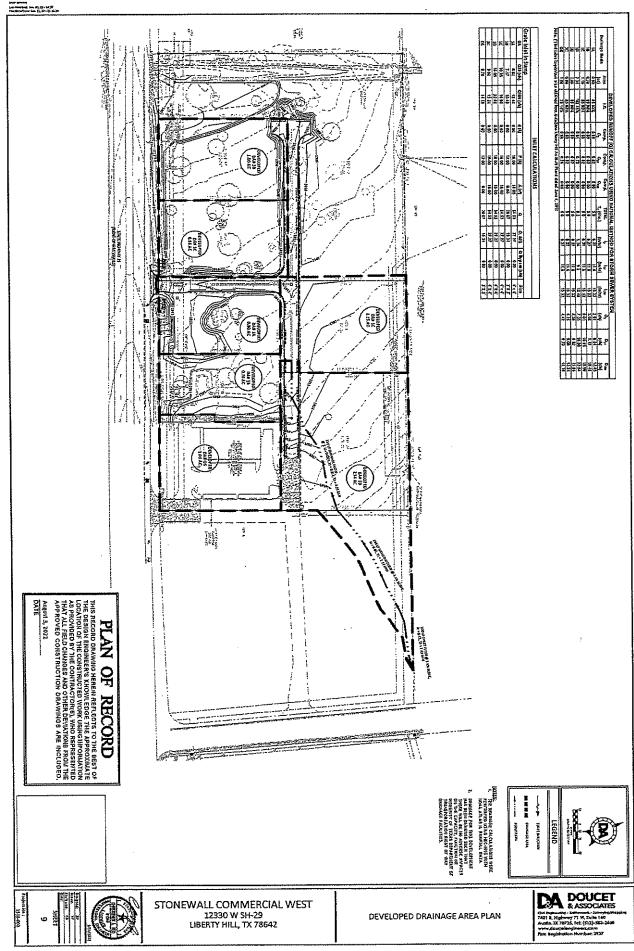
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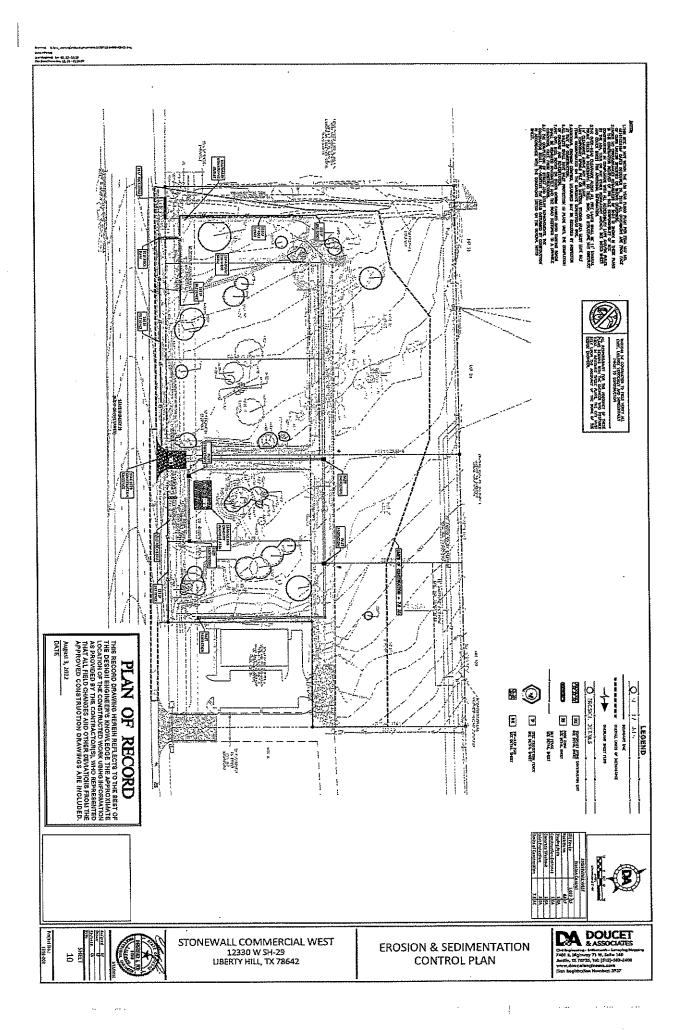
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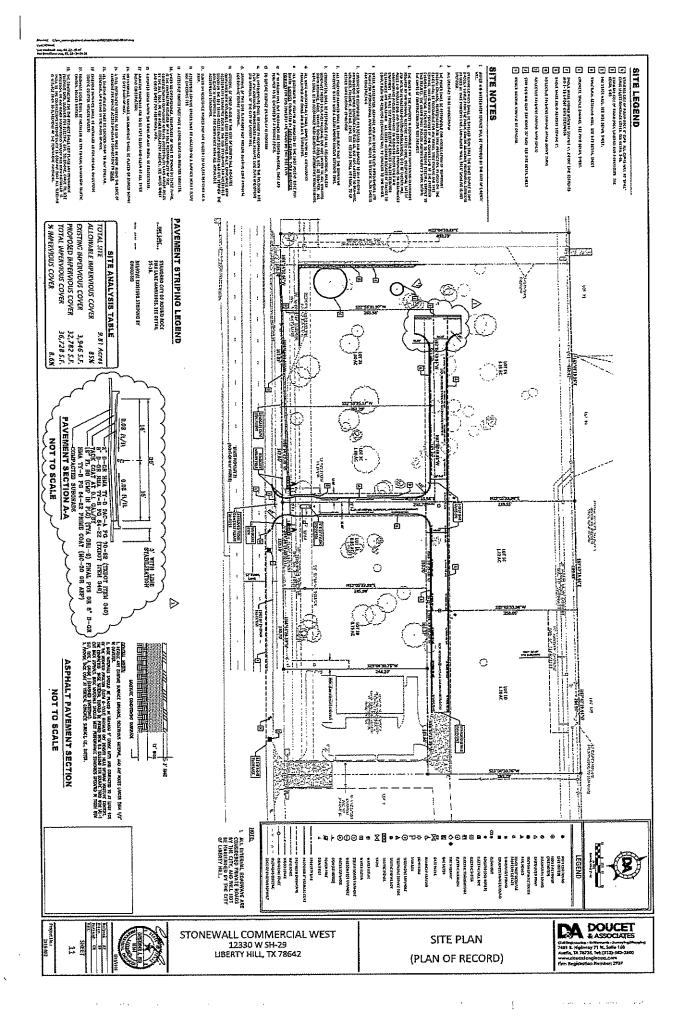


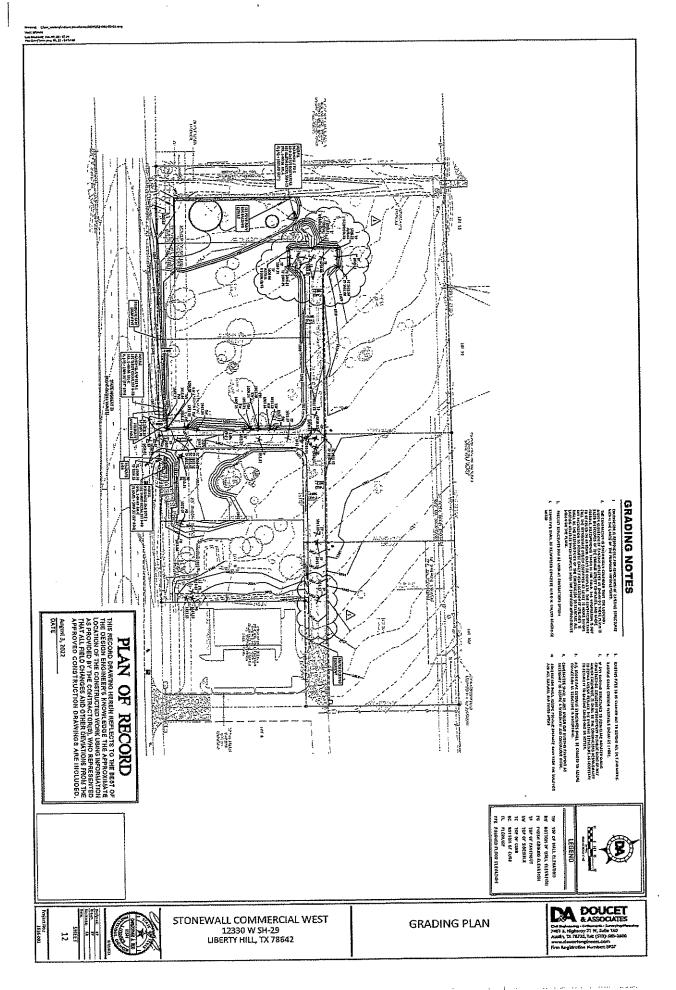




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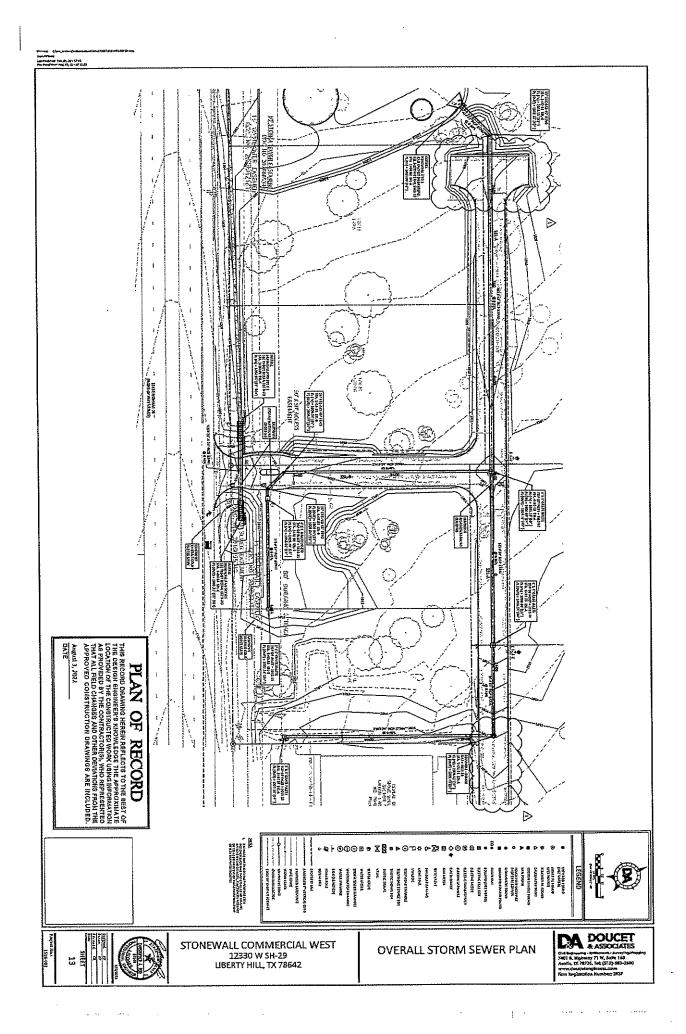




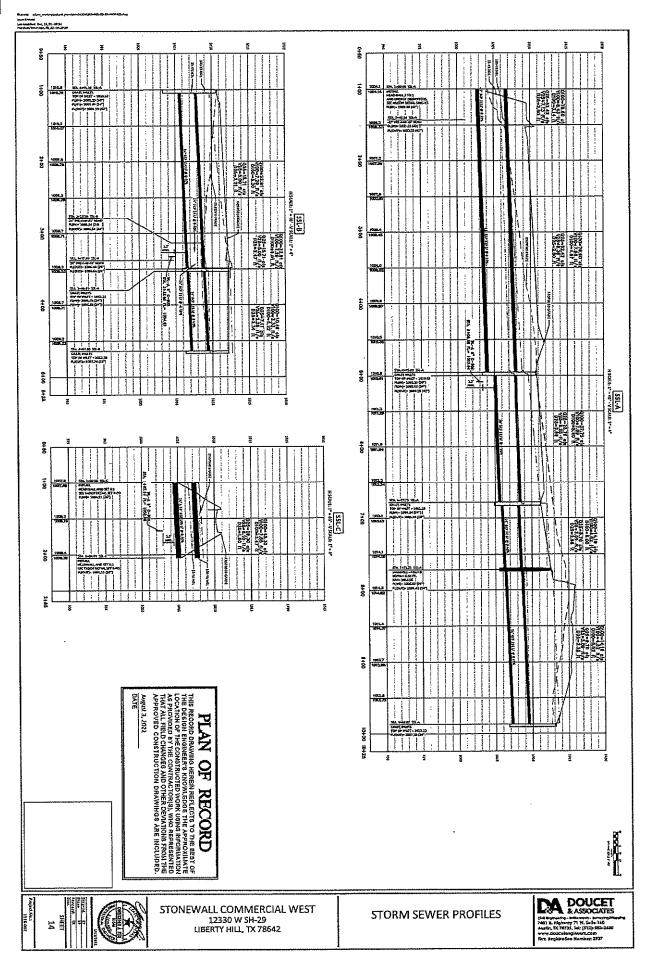


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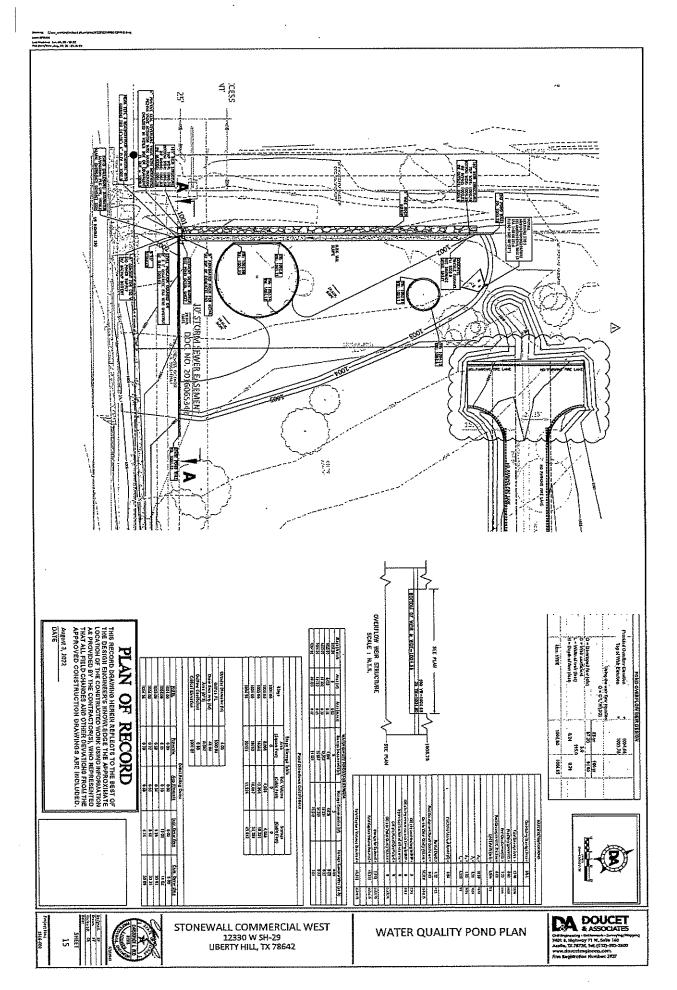


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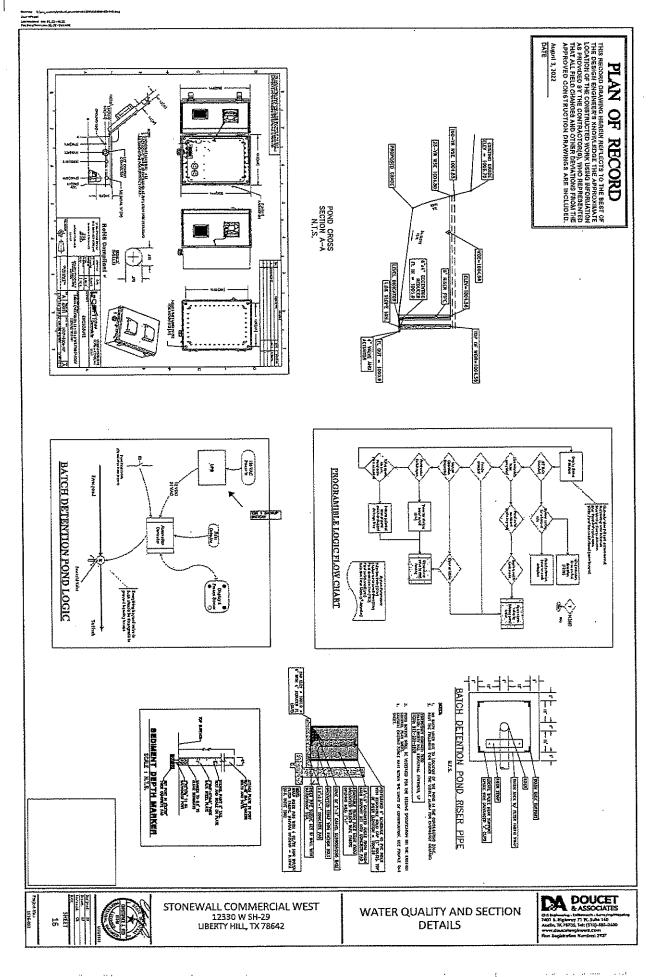
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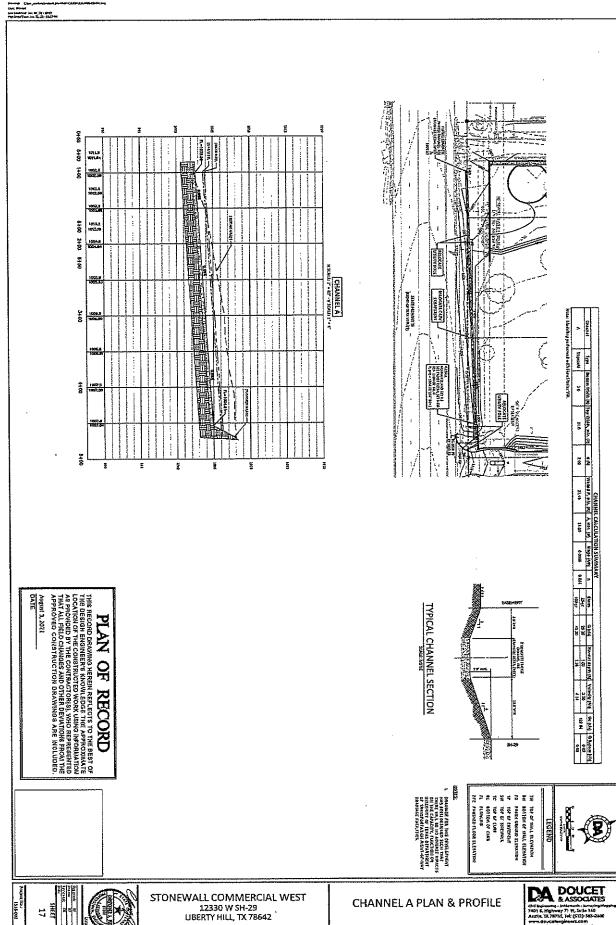
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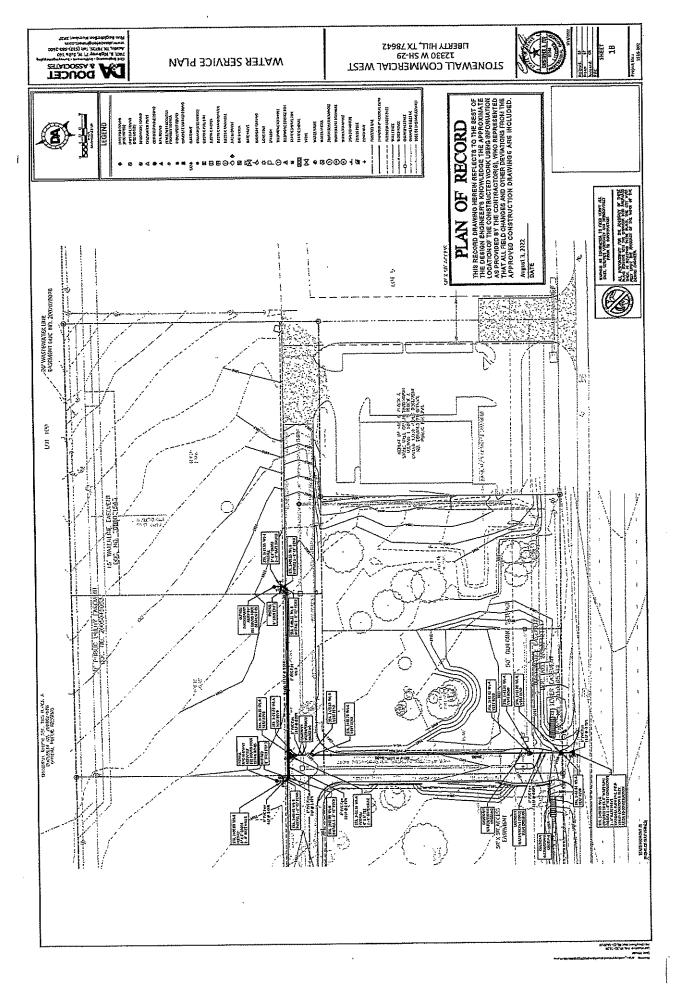
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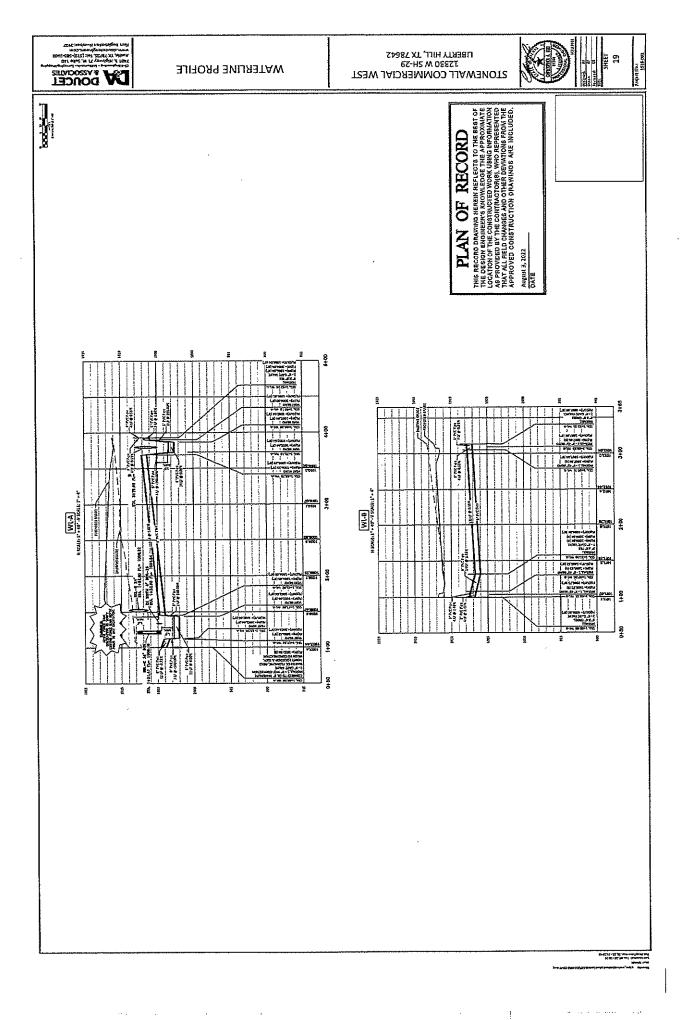
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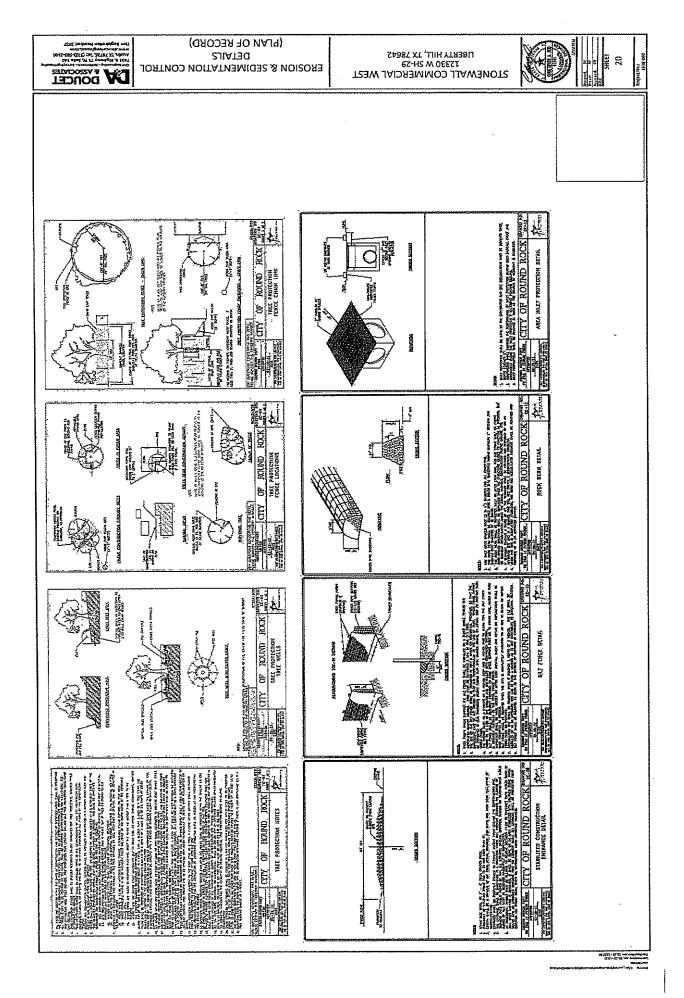
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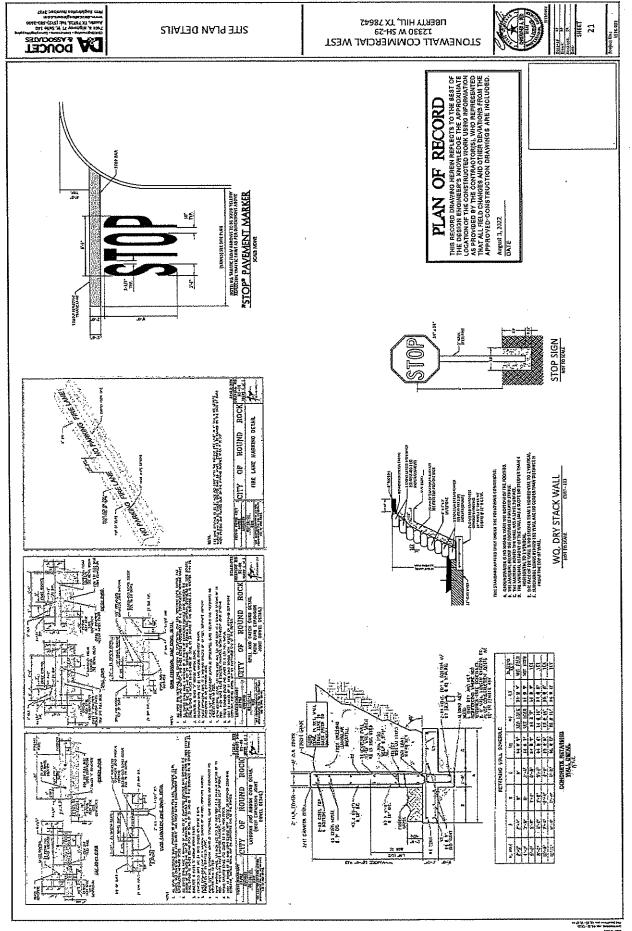
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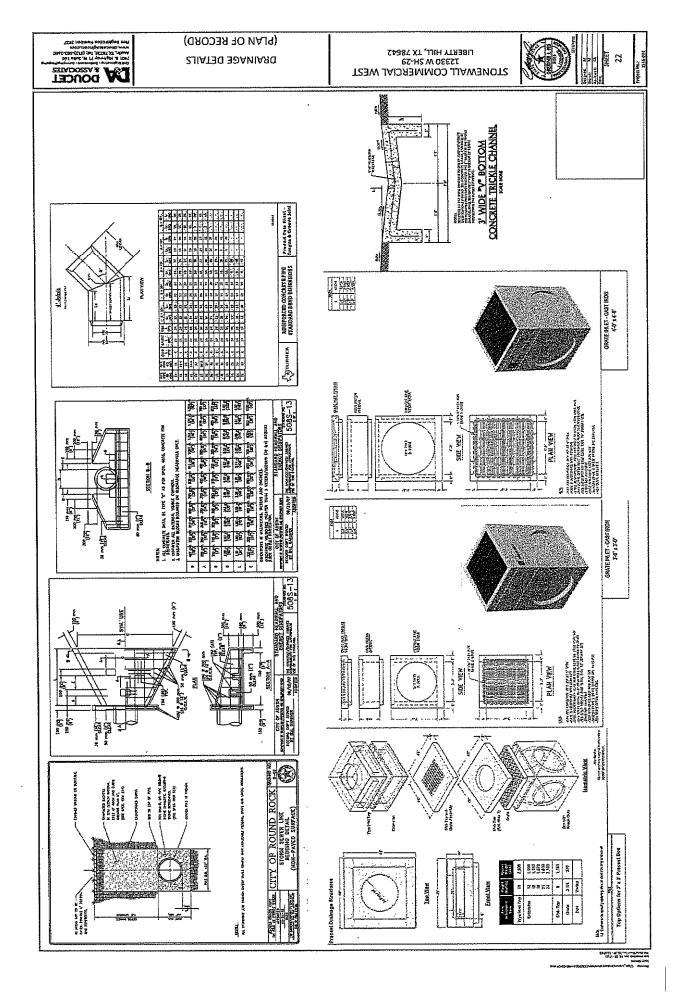




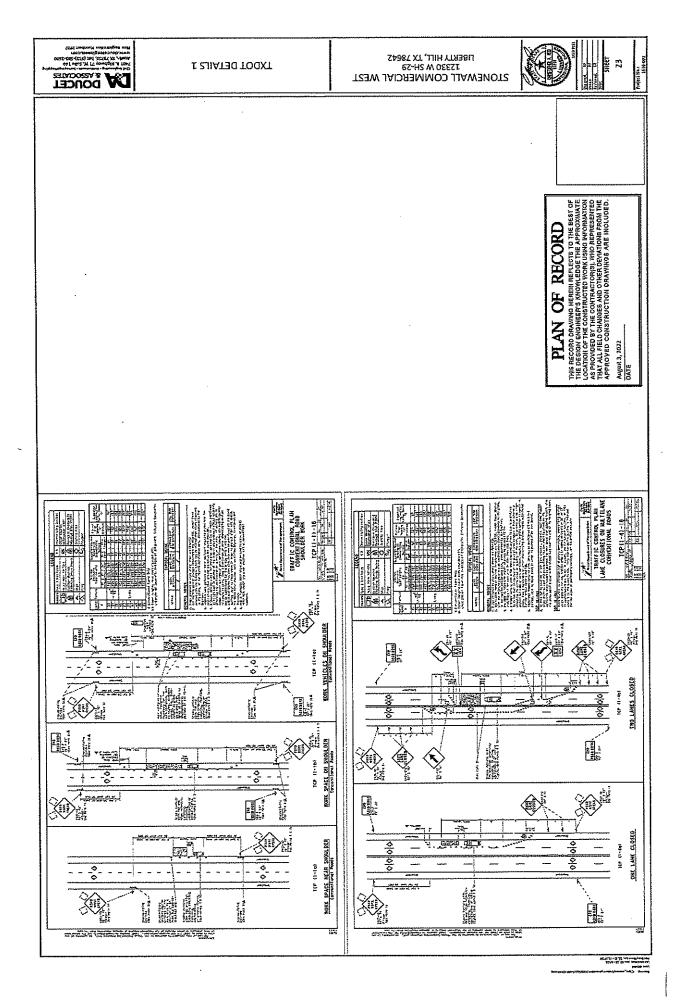
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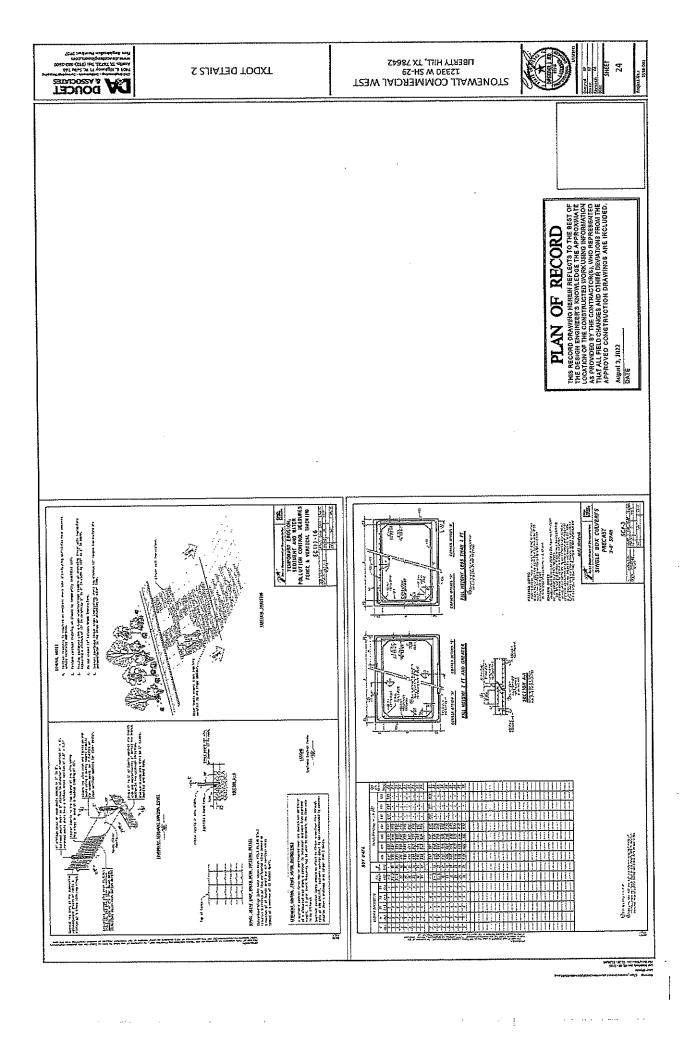


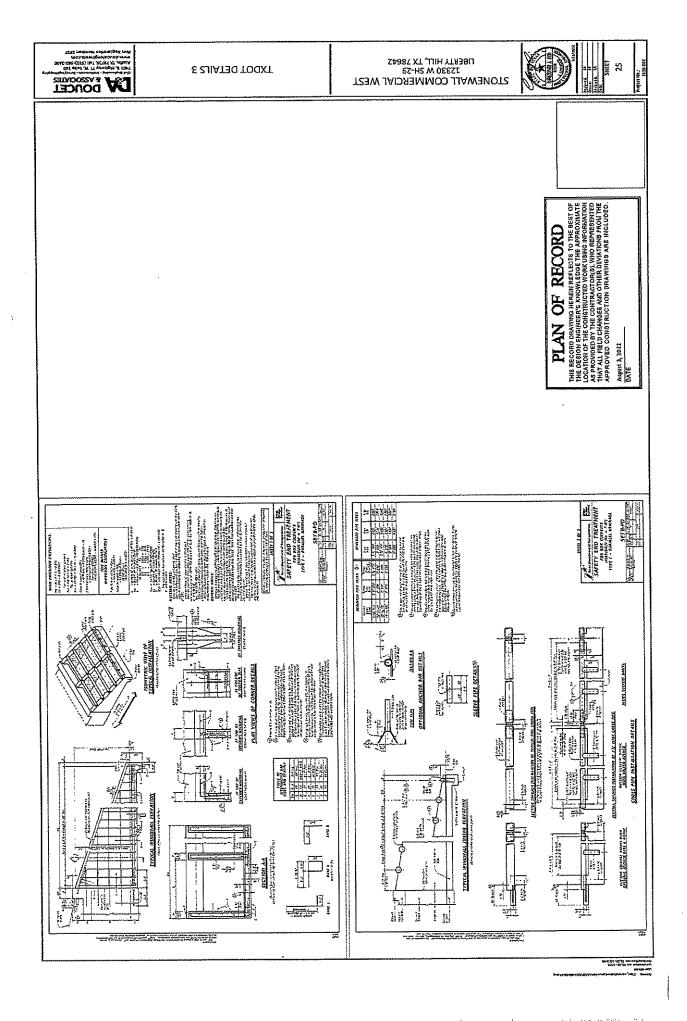
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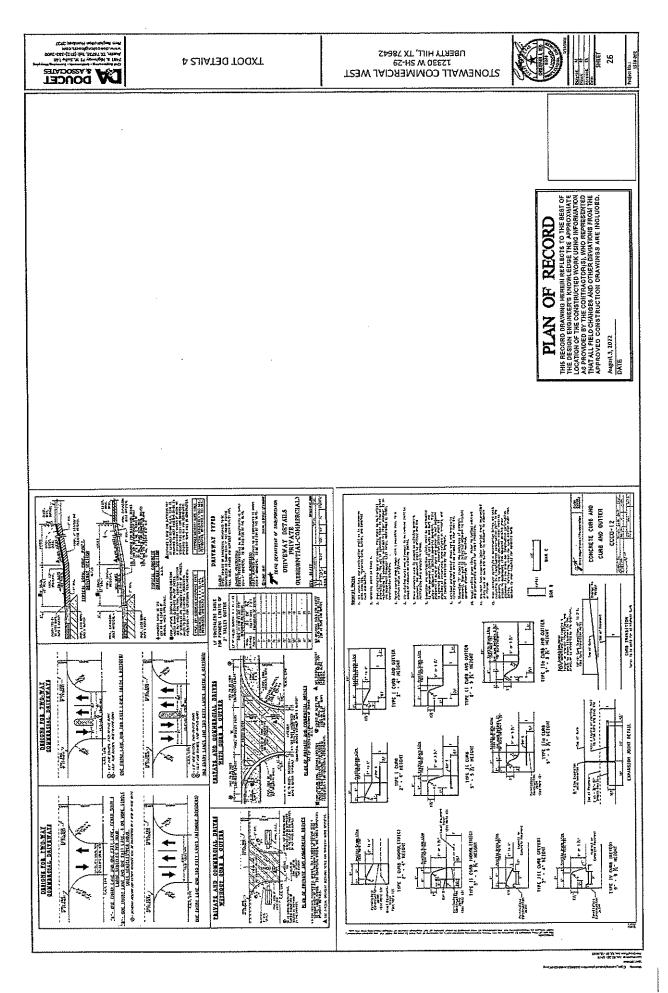
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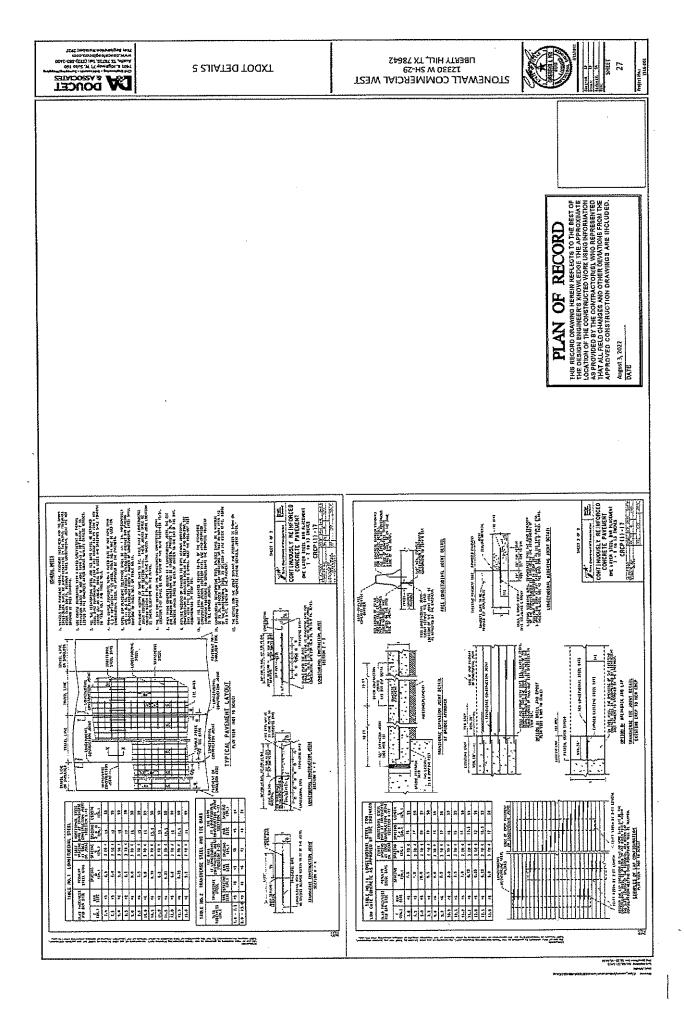
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#### EXHIBIT D

#### DECLARATION OF EASEMENTS AND COVENANTS

This Declaration of Easements and Covenants (the "Declaration") is made effective the \_\_\_\_\_day of October, 2022, by RAJ LIBERTY HILL INVESTMENT, LLC, a Texas limited liability company, and VELO LAND HOLDINGS, LLC, a Texas limited liability company ("Declarants").

WHEREAS, RAJ LIBERTY HILL INVESTMENT, LLC is the owner of the following property referenced as "Tract 1" herein and included as part of the "Property" described herein:

Lots 3A and 3C, Block A, REPLAT OF LOT 3, BLOCK A, OF STONE WALL RANCH SUBDIVISION, SECTION 1, according to the map or plat thereof, recorded in Document No. 2021174758, Official Public Records, Williamson County, Texas;

WHEREAS, VELO LAND HOLDINGS, LLC is the owner of the following property referenced as "Lot 3B" herein and included as part of the "Property" described herein:

Lots 3B, Block A, REPLAT OF LOT 3, BLOCK A, OF STONE WALL RANCH SUBDIVISION, SECTION 1, according to the map or plat thereof, recorded in Document No. 2021174758, Official Public Records, Williamson County, Texas;

WHEREAS, Tract 1 and Lot 3B currently are subject to that Declaration of Easements and Restrictions dated July 20, 2016, filed of record in Document No. 2016065340, Official Public Records of Williamson County, Texas, providing for the joint use of a 50' x 50' shared access easement at the southeast corner of Tract 1 for access to State Highway 29; and

WHEREAS, Tract 1 and Lot 3B also currently are subject to that Development Agreement dated December 3, 2019, filed of record in Document No 2020003986, Official Public Records of Williamson County, Texas, providing for the construction and maintenance of certain Water Quality Facilities as defined therein, which facilities are located on a portion of Tract 1 described above; and

WHEREAS, Tract 1 and Lot 3B further are subject to the utility easements, storm sewer easements and access easements as set forth on the replat of such properties recorded in Document No. 2021174758, Official Public Records, Williamson County, Texas (the "Plat"), a copy of which is attached as <u>Exhibit A</u>; and

WHEREAS, Declarants desire to place certain easements and covenants contained in this Declaration upon and against the Property in order to establish a uniform plan for its development and improvement, and to ensure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots (as defined below) within the Property;

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NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the premises, easements, covenants, and conditions contained herein, the parties agree as follows:

1. <u>Definitions</u>. Unless otherwise stated herein, capitalized terms used in this Declaration shall have the following meanings:

(a) "Access Easements" shall mean the access roads, easements and private driveways located on the Property allowing access to and from the Property to State Highway 29 and Stonewall Parkway when used in conjunction with easements on adjacent properties subject to the documents filed of record.

(b) "Assessment" means any amount due to the POA by an Owner or levied against a Lot by the POA under this Declaration.

(c) "Lot" shall mean each separately identified tract of real property described above in the Property, and any future subdivisions thereof.

(d) "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(e) "*Permittees*" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).

(f) "Property Owners Association" or "POA" shall refer to Stonewall Ranch Lot 3 Property Owners Association, which may be an unincorporated association or a Texas non-profit corporation established under Chapter 22 of the Texas Business Organizations Code.

(g) *"Water Quality Facilities"* means the water quality facilities as described in that Development Agreement dated December 3, 2019, filed of record in Document No 2020003986, Official Public Records of Williamson County, Texas.

2. Access Easements.

(a) <u>Reciprocal Easements</u>. Declarants hereby mutually grant to each other and the Owners and their respective Permittees, successors and assigns, the following nonexclusive, perpetual and reciprocal easements for vehicular and pedestrian ingress, egress, and access (the "Access Easements"):

(i) Shared Access Easement. The 50' x 50' Shared Access Easement identified at the southeast corner of Tract 1 on the Plat.

(ii) 40' Access Easement. The 40' Access Easement, a portion of which is located along the eastern boundary of Lot 3C on the Plat and the remainder of which runs along the common boundary of Lots 3A, 3B and 3C on the Plat.

(iii) Front Access Easement. An access easement approximately 50' in width across the front of Lot 3B and Lot 3C on the Plat between the 50' building line and State Highway 29; provided that, the Front Access Easement at the southeast corner of Lot 3C shall extend inside the 50' building line sufficient to allow two-way traffic around any trees or other obstacles located at the southeast corner, as such may be required according to the applicable laws and regulations governing construction on the Property.

(iv) Sign Easement. A sign easement is established at or near the southeast corner of Lot 3C approximately 15' in length running perpendicular to State Highway 29 and 10' in width for the purposes of the construction and maintenance of a monument sign or other sign by the POA in compliance with all applicable codes and regulations identifying the business and addresses on Lots 3A, 3B and 3C.

**(b)** Initial Construction. The Owner of Tract 1 has arranged for and paid for the construction of the initial driveway improvements for the Shared Access Easement and the 40' Access Easement, and the owners of each of the three lots have paid their proportionate shares of such costs. The Owner of Lot 3B shall have the right, but is not obligated in any manner, to construct initial improvements for the Front Access Easement on Lot 3C and is granted a temporary construction easement on Lot 3C for the purposes of such construction. Prior commencing the construction of any such improvements by the Owner of Lot 3B, the Owner of Lot 3B shall send written notice to the Owner of Lot 3C at least sixty (60) days in advance of the commencement of construction providing a description of the improvements to be constructed and the anticipated start date. The Owner of Lot 3C shall have the right to construct the driveway improvements by delivering notice of such election to the Owner of Lot 3B within thirty (30) days. Upon such election, such improvements shall not be constructed by the Lot 3B Owner and the Owner of Lot 3C shall be obligated to complete the construction of such driveway improvements within six (6) months. In the event that the Owner of Lot 3C does not make such election and construct such improvements, the Owner of Lot 3B may proceed with such construction at such Owner's sole cost and expense. The Owner of Lot 3B shall complete the work in a commercially reasonable manner with due diligence, shall clean up any debris or surplus construction materials upon the completion of such work, and shall not permit any mechanic's or materialmen's liens to be filed against the property. Notwithstanding anything herein to the contrary, the Owners of Lot 3B and Lot 3C may agree on the design and construction of such improvements on such terms and conditions as they mutually determine and complete the construction of such improvements as such parties may agree.

(c) <u>Right to Modify Improvements</u>. The Owner of each Lot shall have the right to modify the improvements in the Access Easements in order to add, remove or relocate curb cuts, parking areas, drive lanes, signage, utilities and other improvements so long as the access is maintained for at least one lane of traffic each way within each Access Easement and such lanes connect to the continuation of the lanes at each end of the Access Easement. Such modifications shall be completed at the Owner's sole cost and expense.

(d) <u>Maintenance</u>. Each Owner shall be responsible for the maintenance of the improved portions of the Access Easements located on such Owner's Lot.

(e) <u>No Obstructions</u>. No Owner will block, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over the above Access Easements or to, from and between State Highway 29 and Stonewall Parkway.

(f) <u>Subject to Existing Conditions</u>. The Access Easements are conveyed on an "AS IS" and "WHERE IS" basis. Each Access Easement is conveyed subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests, if any, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the Official Public Records of Williamson County, Texas, or that may be apparent on the Property.

3. <u>Entrance Sign</u>. Subject to any applicable codes and regulations, the POA may construct an entrance sign on the Sign Easement identifying the businesses and/or addresses on Lots 3A, 3B and 3C. All costs associated with the construction and maintenance of such sign shall be paid by the POA and included as part of the assessments in the manner provided herein.

4. <u>Water Quality Facilities</u>. The Water Quality Facilities are located on Lot 3A of the Property owned by the Owner of Tract 1. The POA shall primarily be responsible for the maintenance and repair of the Water Quality Facilities on Lot 3A and shall pay any and all expenses and costs associated with the maintenance and repair of the Water Quality Facilities as provided in the 2020 Development Agreement. The Owners of the Lots, along with the owners of certain adjacent properties which also benefit from the Water Quality Facilities, shall contribute to the costs incurred by the POA based on its pro rata share of such costs based on the acreage of such Owners' tract over the aggregate acreage of the benefitted properties, such being 9.827 acres, as provided in the 2020 Development Agreement. Such pro rata share shall be paid to the POA within thirty (30) days of an invoice for such expenses. Such expenses shall be included within the Assessments provided herein.

5. <u>Assessments</u>. The Assessments shall be levied by the POA for the purposes of paying the costs of maintenance of the Water Quality Facilities, the construction and maintenance of the entrance sign provided above, and such other matters as approved by a majority of the Owners of the Lots. The POA may act directly in the collection and administration of such Assessments or may act through the Owner of a Lot or engage a management company for such purposes.

(a) <u>Personal Obligation</u>. An Assessment is a personal obligation of each Owner when the Assessment accrues.

(b) <u>Secured by Lien</u>. Assessments are secured by a lien on each Lot which lien is reserved by the Declarants, assigned to the POA. The lien shall be subordinate to any purchase money or construction liens created or existing against any Lot. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the POA to secure the Assessments.

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Such lien may be foreclosed judicially or non-judicially in accordance with Section 51.002 of the Texas Property Code, as amended, or under any successor statute.

(c) <u>Delinquent Assessments</u>. Any Assessment not paid within 30 days after it is due is delinquent. A late charge of five percent (5%) of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 10% percent per year.

(d) <u>Costs. Attorney's Fees. and Expenses</u>. An Owner additionally shall be liable for all costs and reasonable attorney's fees incurred by it in collecting delinquent Assessments and foreclosing the liens provided above.

#### 6. <u>Default and Remedies</u>.

(a) <u>Notice of Default</u>. An Owner alleging a default hereunder will give not less than thirty (30) days' (a "Cure Period") written notice to the Owner alleged to be in default, specifying the nature of the alleged default and, when appropriate, the manner in which the alleged default may be satisfactorily cured. Notwithstanding the preceding sentence, if the nature of the alleged default is such that the giving of such written notice is impractical due to a threat of harm to life or property then the Owner alleging the default or breach shall give such notice as may be reasonable under the circumstances. No Owner shall be required to give more than three (3) notices concerning defaults of substantially the same nature in any given one-year period.

(b) <u>Default</u>. If an Owner violates any covenant, undertaking or obligation hereunder, and such Owner does not within the Cure Period commence and thereafter proceed continuously and with reasonable diligence to cure such violation, such Owner will be in default.

(c) <u>Remedies</u>. Upon a default by an Owner, any other Owner may thereafter elect in its reasonable discretion (but without any obligation to do so) to:

Take remedial action by performing the unperformed portion of the (i) obligations, covenants or agreements of the defaulting Owner, and for such purpose may enter onto the Shared Access Easement or Water Quality Facilities easement areas of the defaulting Owner's property with its contractors and agents without liability for trespass. The Owner performing the work shall have the benefit of all easements of the defaulting Owner which may be required, necessary or appropriate to perform the remedial action, and may further take over and use all or any part or parts of the labor, materials, supplies and equipment contracted for by or on behalf of defaulting Owner. Additionally, the Owner performing the remedial action may in good faith pay, settle or compromise all bills or claims for labor performed and materials furnished in connection with such action, whenever incurred. The defaulting Owner shall be obligated to pay the Owner performing the remedial action upon demand all costs, expenses and disbursements reasonably incurred by the Owner performing the remedial action on the same basis as an Assessment under Section 3 above, except to the extent that such costs, expenses or disbursements are attributable to the negligence or willful misconduct of the Owner performing the remedial action, or a person or entity for whom such Owner was legally responsible.

(ii) While performing any such work, such Owner shall use its best efforts to provide for the safety of all persons using the Lot or performing work thereon; complete the work expeditiously; avoid damage to any adjacent property and improvements; and comply with all laws applicable to the work. The Owner performing such work shall upon completion thereof promptly remove all debris, surplus material and construction equipment, and shall leave the area in a neat and presentable condition. In addition, the Owner performing any such work shall repair or restore any improvements, ground cover or landscaping removed or damaged by the work to a condition equal to or better than that existing before work began.

(iii) Pursue such other remedies as may be available at law or in equity, including, without limitation, the right to enforce specific performance; provided, however, that in no event shall termination of this Declaration be an available remedy. This Declaration may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Declaration; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. <u>General Provisions</u>.

(a) <u>Term</u>. The easements provided herein run with the land and are binding in perpetuity. The remaining provisions of this Declaration shall continue for a period of 25 years and shall be renewed automatically thereafter in ten-year increments unless terminated by the vote of the Owners of two thirds of the Property.

(b) <u>Notice</u>. Any notice required or permitted by this Declaration must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when actually delivered or when deposited with the United States Postal Service, postage prepaid, properly addressed to an Owner, at the Owner's last known address according to the records of the appraisal district of the county in which the Property is located.

(c) <u>Applicable Law</u>. This Declaration shall be construed in accordance with the laws of the State of Texas. The parties agree to comply with all applicable laws, regulations and ordinances in their use of the easements granted herein and use such easements only for the purposes herein stated. (d) <u>Release from Liability</u>. Any person acquiring fee or leasehold title to any Lot shall be bound by this Declaration only as to the Lot (or portion thereof) acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee owner of such Lot (or portion thereof), except as to obligations, liabilities or responsibilities that accrue during said period of ownership. Although persons may be released under this Section, the easements, covenants and restrictions in this Declaration shall continue to run with the land.

(e) <u>Rights of Successors</u>. The easements and covenants herein are of a commercial nature, freely transferable, and are intended to be, and shall be construed as, easements and covenants appurtenant to and running with the land, and the burdens and benefits shall run with the title to the Lots, and shall bind and inure to the benefit of the parties hereto, their successors, and assigns.

(f) <u>Legal Costs and Fees</u>. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

(g) Jury Waiver\_ EACH OWNER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY RELATING TO THIS DECLARATION, THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY ACT OR OMISSION BY ANY PARTY HERETO.

(h) <u>Enforcement: Waiver</u>. Any Owner shall have the right, but not the obligation, to enforce the covenants, conditions and restrictions set out in this Declaration. The failure of an Owner to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said parties may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions contained herein by the same or any other party or person.

(i) Force Majeure. If an Owner shall be delayed, hindered, or prevented from performance of any of its obligations by reason of force majeure, and such Owner is not otherwise in default, the time for performance of such obligation shall be extended for the period of such delay, provided that the affected Owner shall: (i) give prompt written notice to the other Owners; (ii) diligently attempt to remove, resolve, or otherwise eliminate such event, keep the other Owners advised with respect thereto; and (iii) commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination. Nothing contained in this paragraph shall be applied so as to: (i) permit any delay or time extension due to shortage of funds; or (ii) excuse any nonpayment or delay in payment of any sums due hereunder; or (iii) limit any Owner's right (if any) to cure a default as if this paragraph were not contained in this Declaration.

(j) <u>Counterparts</u>. This Declaration may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Declaration.

(k) <u>Severability</u>. If any provision of this Declaration, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.

#### RAJ LIBERTY HILL INVESTMENT, LLC

By:\_\_\_

Ashvinkumar V. Patel, Manager

#### STATE OF TEXAS

#### COUNTY OF NUECES

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Ashvinkumar V. Patel, as manager of RAJ Liberty Hill Investment, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

2488-001

## ATTACHMENT O

# **PILOT-SCALE FIELD TESTING PLAN**

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)

# \*(NOT APPLICABLE)\*



Section 3: Attachment 0

2488-001

## ATTACHMENT P

# MEASURES FOR MINIMIZING SURFACE STREAM CONTAMINATION

# CONTRIBUTING ZONE PLAN APPLICATION (TCEQ-10257)



Section 3: Attachment P

## **ATTACHMENT P**

# MEASURES FOR MINIMIZING SURFACE STREAM CONTAMINATION

During construction, standard erosion measures will be used as shown in the construction plans. The entire construction site will be contained by a silt fence until construction is complete. Entry and exit from the site will be through a stabilized construction entrance. The existing batch detention pond will serve as a sedimentation pond.

After completion of the project, temporary erosion and sedimentation measures (silt fence and rock berm) will remain in place until vegetative cover is established. Details concerning the erosion/sedimentation protection plan can be found on the Erosion & Sedimentation Control Plans of the construction drawings.



Section 3: Attachment P

# **SECTION 4**

# STORM WATER POLLUTION PREVENTION PLAN

# (SWPPP)



## **STORMWATER POLLUTION PREVENTION PLAN**

### I. EXECUTIVE SUMMARY

The general contractor, and all subcontractors involved with a construction activity that disturbs site soil or who implement a pollutant control measure identified in the Storm Water Pollution Prevention Plan (SWPPP) must comply with the following requirements of the Texas Pollution Discharge Elimination Systems (TPDES) General Permit, as transferred to TCEQ, and any local governing agency having jurisdiction concerning erosion and sedimentation control:

A. The contractor shall notify the following agencies 48 hours prior to construction and shall have a pre-construction meeting prior to start of construction. The Contractor shall notify the City of Liberty Hill, TCEQ and Doucet & Associates, Inc. at least 48 hours prior to the pre-construction meeting. The contractor shall have erosion control plans and copy of approved Contributing Zone Plan available for review and discussion. A representative from each of the following agencies or companies, but not limited to the following, shall be present at the pre-construction meeting.

City of Liberty Hill	(512) 778-5449
TCEQ	(512) 339-2929
Doucet & Associates, Inc.	(512) 583-2600

- B. The Stonewall Commercial Jiffy Lube site is located in the Contributing Zone to the Edwards Aquifer which is regulated by the Texas Commission on Environmental Quality. Contractor must adhere to the approved Contributing Zone Plan (hard copy kept on site) and TCEQ General Construction Notes listed on sheet 3 of the approved Site Development Plans.
- C. A copy of the Site Notice or NOI and a description of the project must be posted in a prominent place for public viewing at the construction site.
- D. The contractor must mail a copy of the Site Notice to the MS4 Operator the City of Liberty Hill.
- E. Complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the project site at all times during working hours and kept in the permanent project records for at least three years following completion of construction.
- F. As described previously, regular inspections must be made to determine effectiveness of the SWPPP. It shall be modified as needed to prevent pollutants from discharging from the site. The inspector must be a person familiar with the site, the nature of the major construction activities, and qualified to evaluate both overall system performance and individual component performance. Additionally, the inspector must either be someone empowered to implement modifications to this SWPPP and the pollutant control devices, if needed, in order to increase effectiveness to an acceptable level, or someone with the authority to cause such things to happen.
- G. Oil and hazardous substances releases are to be reported per TCEQ and Federal



requirements. For the TCEQ, it's 55 gallons, and EPA depends on the type of substance according to the codified Reportable Quantity.

- H. This SWPPP intends to control water-borne and liquid pollutant discharges by some combination of interception, filtration, and containment. The general contractor and subcontractors implementing this SWPPP must remain alert to the need to periodically refine and update the SWPPP in order to accomplish the intended goals.
- I. This SWPPP must be amended as necessary during the course of construction in order to keep it current with the pollutant control measures utilized at the site. Amending the SWPPP does not mean that it has to be reprinted. It is acceptable to add addenda, sketches, and/or revised drawings.
- J. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated must be maintained until final site stabilization is achieved. A log for keeping such records is included in the Appendices. A different form for the log may be substituted if it is found to be more useful.

### II. INTRODUCTION

This SWPPP has been prepared for major activities associated with construction of the Stonewall Commercial – Jiffy Lube development located 0.25 Mi northwest of Stonewall Pkwy and SH 29. This SWPPP includes the elements necessary to comply with the TPDES General Permit for construction activities formerly administered by the U.S. Environmental Protection Agency (EPA) under the Texas Pollutant Discharge Elimination System (TPDES) program, as transferred to TCEQ, and all local governing agency requirements. This SWPPP must be implemented before the start of construction.

Construction phase pollutant sources anticipated at the site are disturbed (bare) soil, vehicle fuels and lubricants, chemicals associated with pavement construction, and pavement materials. Without adequate control there is the potential for each type of pollutant to be transported by storm water.

Project construction will consist primarily of site grading, paving, storm drainage, water supply, sewage collection, and building construction.

A. Purpose

A major goal of pollution prevention efforts during project construction is to control soil and pollutants that originate on the site and prevent them from flowing to surface waters. The purpose of this SWPPP is to provide guidelines for achieving that goal. A successful pollution prevention program also relies upon careful inspection and adjustments during the construction process in order to enhance its effectiveness.



B. Scope

This SWPPP must be implemented before construction begins on the site. It primarily addresses the impact of storm rainfall and runoff on areas of the ground surface disturbed during the construction process. In addition, there are recommendations for controlling other sources of pollution that could accompany the major construction activities. This SWPPP will terminate when disturbed areas are stabilized, construction activities covered herein have ceased.

Particular forms are included which are necessary for implementing the SWPPP.

The TPDES General Permit, see Appendix E, for Storm Water Discharges from Construction Activities, as transferred to TCEQ, prohibits most non-storm water discharges during the construction phase. Allowable non-storm water discharges that could occur during construction on this project, which would therefore be covered by the General Permit, include:

- 1. Discharges from firefighting activities;
- 2. Fire hydrant flushing;
- 3. Water used to wash vehicles or control dust;
- 4. Water flowing from potable sources and water line flushing;
- 5. Irrigation drainage;
- 6. External building wash down which does not use detergents;
- 7. Runoff from pavement wash down where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents have not been used;
- 8. Air conditioning condensate;
- 9. Springs and uncontaminated groundwater; and
- 10. Foundation or footing drains where flows are not contaminated with process materials such as solvents.
- 11. The techniques described in this SWPPP focus on providing control of pollutant discharges with practical approaches that utilize readily available expertise, materials, and equipment. The Owner referred to in this SWPPP is RAJ Liberty Hill Investment, LLC, the developer is BH Development 1 LLC. The general contractor will construct the new building and site while working under contract with the owner.



### PROJECT DESCRIPTION

- A. Described below are the major construction activities that are the subject of this SWPPP. They are presented in the order (or sequence) they are expected to begin, but each activity will not necessarily be completed before the next begins. Also, these activities could occur in a different order, if necessary, to maintain adequate erosion and sedimentation control:
  - Install temporary silt fence, tree protection and stabilized construction entrance according to the construction plans prior to clearing, grading, excavation, etc. Contractor shall inspect and repair temporary erosion controls on a regular basis and remove accumulated sediment when six (6) inches of sediment has been trapped.
  - 2. Install tree protection and initiate tree mitigation measures where applicable.
  - 3. The contractor shall contact City of Liberty Hill at least 72 hours prior to any construction to arrange a Pre-Construction Meeting.
  - 4. Pre-Construction Meeting onsite.
  - 5. Evaluate temporary erosion control installation.
  - 6. Begin site clearing/demolition.
  - 7. Establish sub-grade for parking, building pad, detention and water quality pond.
  - 8. Installation of utilities (trenching).
  - 9. Construction of building and paved areas.
  - 10. Complete testing requirements.
  - 11. Complete construction and install landscaping.
  - 12. Clean site and revegetate all disturbed areas in accordance with restoration requirements shown on the construction plans.
  - 13. Project engineer inspects job and writes concurrence letter to the City. Final inspection is scheduled upon receipt of the letter.
  - 14. Receive operating permit and City clearance for occupancy.
  - 15. Remove temporary erosion control measures and tree protection after all disturbed areas are completely restored and revegetated.

The actual schedule for implementing pollutant control measures will be determined by project construction progress. Down slope protective measures must always be in place before soil is disturbed.

### III. SITE DESCRIPTION

Included as part of this SWPPP are the project construction drawings. Refer to them for detailed site information.

- A. Site Location The 1.00-acre site is located 0.25 Miles northwest of Stonewall Pkwy and W. SH 29 in Liberty Hill, Texas. The Stonewall Commercial Jiffy Lube site proposes to connect with the City of Liberty Hill water supply by connecting to an existing 8" waterline and 6" force main along the southern property line.
- B. Site Topography The site slopes from the west to the east. The slope will keep that



general trend, with storm sewer conveyance via underground piping system to the batch detention pond.

- C. Rainfall Information The typical yearly rainfall pattern for the Liberty Hill area is approximately 35 inches per year.
- D. Site Soils Per the USDA Web Soil Survey, soils within this site consist of Doss silty clay (DoC) with 1 to 5 percent slopes, Denton silty clay (DnB) with 1 to 3 percent slopes, and Eckrant cobbly clay (EaD) with 1 to 8 percent slopes.
- E. Total Area and Disturbed Area The total project area is 1.00 acres and the total disturbed area is 0.67 acres. The entire site will be disturbed for the commercial buildings, parking, drive aisle and landscaping.
- F. Quality Receiving Surface Waters and Wetlands Waters and Wetlands Discharge from the site will be into a tributary to the South Fork of San Gabriel River and ultimately to the South Fork San Gabriel River after leaving the site by an existing channel.
- G. Erosion Control Plan An erosion control plan is included in the site development plans.

### IV. STORM WATER POLLUTION PREVENTION MEASURES AND CONTROLS

A variety of storm water pollutant controls are recommended for this project. Some controls are intended to function temporarily and will be used as needed for pollutant control during the construction period. These include temporary sediment barriers and a temporary sediment basin. For most disturbed areas, permanent stabilization will be accomplished by covering the soil with pavement, or vegetation.

- A. Erosion and Sediment Controls
  - 1. Soil Stabilization The purpose of soil stabilization is to prevent soil from leaving the site. In he natural condition, soil is stabilized by native vegetation. The primary technique to be used at this project for stabilizing site soil will be to provide a protective cover of grass, pavement, or building.
    - (a) Temporary Seeding Within 14 days after construction activity ceases on any particular area, all disturbed ground where there will not be construction for longer than 21 days must be seeded with fast-germinating temporary seed and protected with mulch.
    - (b) Permanent Seeding All areas at final grade must be seeded within 14 days after completion of the major construction activity
    - (c) Structural Controls The stormwater runoff from the site will be routed through underground storm sewer lines to the detention pond.
- B. Other Pollutant Controls



Control of sediments has been described previously. Other aspects of this SWPPP are listed below:

1. Dust Control - Construction traffic must enter and exit the site at the stabilized construction entrance. The purpose is to trap dust and mud that would otherwise be carried off-site by construction traffic.

Water trucks will be used as needed during construction to reduce dust generated on the site. Dust control must be provided by the general contractor to a degree that is acceptable to the Construction Manager, and in compliance with applicable local and state dust control regulations. After construction, the site will be stabilized (as described elsewhere), which will reduce the potential for dust generation.

2. Solid Waste Disposal - No solid materials, including building materials, are allowed to be discharged from the site with storm water. All solid waste, including disposable materials incidental to the major construction activities, must be collected and placed in containers. The containers will be emptied periodically by a contract trash disposal service and hauled away from the site.

Substances that have the potential for polluting surface and/or groundwater must be controlled by whatever means necessary in order to ensure that they do not discharge from the site. As an example, special care must be exercised during equipment fueling and servicing operations. If a spill occurs, it must be contained and disposed so that it will not flow from the site or enter groundwater, even if this requires removal, treatment, and disposal of soil. In this regard, potentially polluting substances should be handled in a manner consistent with the impact they represent.

- 3. Sanitary Facilities All personnel involved with construction activities must comply with state and local sanitary or septic system regulations. Temporary sanitary facilities will be provided at the site throughout the construction phase. They must be utilized by all construction personnel and will be serviced by a commercial operator.
- 4. Long-Term Pollutant Controls Storm water pollutant control measures installed during construction, that will also provide benefits after construction, include permanent detention ponds, grass lined channels, rip-rapped outfalls, grass coverage, etc. Those sediment barriers that do not interfere with normal operations and appear to provide long-term benefits can be left in place after construction is completed.
- C. Construction Phase "Best Management Practices"

During the construction phase, the general contractor will implement the following measures:

1. Material resulting from the clearing and grubbing operation will be stockpiled up slope from adequate sedimentation controls.



- 2. Use of detergents for large scale washing is prohibited (i.e., vehicles, pavement surfaces, etc.)
- 3. Chemicals, paints, solvents, fertilizers, and other toxic material must be stored in waterproof containers. Except during application, the contents must be kept in trucks or within storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed at an approved solid waste or chemical disposal facility.

#### V. LOCAL PLANS

In addition to this SWPPP, construction activities associated with this project must comply with any guidelines set forth by local regulatory agencies.

#### VI. INSPECTIONS AND SYSTEM MAINTENANCE

The general contractor may choose to use a third party to install erosion controls, conduct inspections and maintain the inspections log.

- A. Temporary Erosion Control BMPs Inspection and Maintenance Guidelines
  - 1. Outlet Stabilization
    - a) Inspect riprap outlet structures after heavy rains to see if any erosion around or below the riprap has taken place or if stones have been dislodged. Immediately make all needed repairs to prevent further damage.
  - 2. Hydraulic Mulch
    - a) Mulched areas should be inspected weekly and after each rain event to locate and repair any damage.
    - b) Areas damaged by storms or normal construction activities should be regraded and hydraulic mulch reapplied as soon as practical.
  - 3. Sod
    - a) Sod should be inspected weekly and after each rain event to locate and repair any damage.
    - b) Damage from storms or normal construction activities such as tire ruts or disturbance of swale stabilization should be repaired as soon as practical.
  - 4. Dust Control
    - a) When dust is evident during dry weather, reapply dust control BMPs.
- B. Temporary Sediment Control BMPs Inspection and Maintenance Guidelines
  - 1. Temporary Construction Entrance/Exit
    - a) 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.
    - b) All sediment spilled, dropped, washed or tracked onto public rights-of-way should be removed immediately by contractor.



- c) When necessary, wheels should be cleaned to remove sediment prior to entrance onto public right-of-way.
- d) 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.
- e) All sediment should be prevented from entering any storm drain, ditch or water course by using approved methods.
- 2. Silt Fence
  - a) Inspect all fencing weekly, and after any rainfall.
    - i. Remove sediment when buildup reaches 6 inches.
  - b) Replace any torn fabric or install a second line of fencing parallel to the torn section.
  - c) 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.
  - d) 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.
- 3. Rock Berms
  - a) Inspection should be made weekly and after each rainfall by the responsible party. For installations in streambeds, additional daily inspections should be made.
  - b) Remove sediment and other debris when buildup reaches 6 inches and dispose of the accumulated silt in an approved manner that will not cause any additional siltation.
  - c) Repair any loose wire sheathing.
  - d) The berm should be reshaped as needed during inspection.
  - e) The berm should be replaced when the structure ceases to function as intended due to silt accumulation among the rocks, washout, construction traffic damage, etc.
  - f) The rock berm should be left in place until all upstream areas are stabilized and accumulated silt removed.
- 4. Inlet Protection
  - a) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
  - b) Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a manner that it will not erode.
  - c) Check placement of device to prevent gaps between device and curb.
  - d) Inspect filter fabric and patch or replace if torn or missing.
  - e) Structures should be removed, and the area stabilized only after the remaining drainage area has been properly stabilized.



Between the time this SWPPP is implemented and final site stabilization is achieved, all disturbed areas and pollutant controls must be inspected every seven calendar days. The purpose of site inspections is to assess performance of pollutant controls. The general contractor's designated representative will conduct the inspections. Based on these inspections, the general contractor will decide whether it is necessary to modify this SWPPP, add or relocate sediment barriers, or whatever else may be needed in order to prevent pollutants from leaving the site via storm water runoff. The general contractor has the duty to cause pollutant control measures to be repaired, modified, maintained, supplemented, or whatever else is necessary in order to achieve effective pollutant control.

Examples of particular items to evaluate during site inspections are listed below. This list is not intended to be comprehensive. During each inspection the inspector must evaluate overall pollutant control system performance as well as particular details of individual system components. Additional factors should be considered as appropriate to the circumstances.

- A. Locations where vehicles enter and exit the site must be inspected for evidence of off-site sediment tracking. A stabilized construction entrance will be constructed where vehicles enter and exit. This entrance will be maintained or supplemented as necessary to prevent sediment from leaving the site on vehicles.
- B. Sediment barriers must be inspected and, if necessary, they must be enlarged or cleaned in order to provide additional capacity. All material excavated from behind sediment barriers will be stockpiled on the up-slope side. Additional sediment barriers must be constructed as needed.
- C. Inspections will evaluate disturbed areas and areas used for storing materials that are exposed to rainfall for evidence of, or the potential for, pollutants entering the drainage system. If necessary, the materials must be covered, or original covers must be repaired or supplemented. Also, protective berms must be constructed, if needed, in order to contain runoff from material storage areas.
- D. Grassed areas will be inspected to confirm that a healthy stand of grass is maintained. The site has achieved final stabilization once all areas are covered with building foundation or pavement or have a stand of grass with at least 70 percent density. The density of 70 percent or greater must be maintained to be considered as stabilized. Areas must be watered, fertilized, and reseeded as needed to achieve this goal.
- E. All discharge points must be inspected to determine whether erosion control measures are effective in preventing significant impacts to receiving waters.

Based on inspection results, any modification necessary to increase effectiveness of this SWPPP to an acceptable level must be made within seven calendar days of the inspection. The inspection reports must be completed entirely, and additional remarks should be included if needed to fully describe a situation. An important aspect of the inspection report is the description of additional measures that need to be taken to enhance plan effectiveness. The inspection report must identify whether the site was in compliance with the SWPPP at the time of inspection and specifically identify all incidents of non-compliance.



The general contractor as an integral part of this SWPPP must keep inspection reports on file for at least three years from the date of completion of the project.

Ultimately, it is the responsibility of the general contractor to assure the adequacy of site pollutant discharge controls. Actual physical site conditions or contractor practices could make it necessary to install more structural controls than are shown on the plans. (For example, localized concentrations of runoff could make it necessary to install additional sediment barriers.) Assessing the need for additional controls and implementing them or adjusting existing controls will be a continuing aspect of this SWPPP until the site achieves final stabilization.



Stonewall Commercial – Jiffy Lube2488-001Modification to Approved Contributing Zone Plan2488-001		
APPENDIX A	<ul> <li>PRE-CONSTRUCTION FORMS</li> <li>Responsible Party Schedule</li> <li>Responsible Party Form Certification</li> </ul>	
APPENDIX B	- INSPECTION REPORT (SAMPLE FORM)	
APPENDIX C	- DELEGATION OF SIGNATORIES TO REPORTS	
APPENDIX D	- RECORD OF STABILIZATION AND CONSTRUCTION ACTIVITY DAT	ES
APPENDIX E	- TPDES GENERAL PERMIT NO. TXR150000, effective March 5, 202	23
APPENDIX F	- PERMIT FORMS (NOTICE OF INTENT, CONSTRUCTION SITE NOTI TCEQ CZP Approval)	CE (LARGE),
APPENDIX G	- POST-CONSTRUCTION FORMS (NOTICE OF TERMINATION)	



#### APPENDIX A

#### **PRE-CONSTRUCTION FORMS**

Responsible Party Form Schedule Responsible Party Form Certification



## **Responsible Party Form Schedule**

Prevention Pollution			Re	esponsit	ole Party	/ Compa	any Nar	ne			
Measure											
BEST MANAGEMENT PRACTICES				1	1				1	1	
Silt fences	Г	<b>—</b>				[					
Rock berms											
Drain inlet protection											
Gravel filter bags											
Vehicle exits (offsite tracking)											
Concrete washout pit (leaks, failure)											
Temporary vegetation											
Permanent vegetation											
Sediment control basin											
Other structural controls											
Material storage areas (leakage)											
Equipment areas (leaks, spills)											
Construction debris											
General site cleanliness											
Trash receptacles											
Natural vegetation buffer strips											
Inspections											
SWP3 Modification & Records											
POTENTIAL EROSION SOURCES											
Clearing											
Grading											
Excavation											
Drainage Construction											
Utility Construction											
Roadway or Parking Lot Construction											
Foundation Construction											
Building Construction											
Landscaping Activities											

Identify responsible parties and indicate responsible party for each pollution prevention item listed above by marking an X under the Responsible Party Name.

Stonewall Commercial –Jiffy Lube 12390 W. Hwy. 29 Liberty Hill, TX 78642

## **Responsible Party Form Certifications**

"I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharges associated with construction activity from the construction site identified as part of this certification."

Company:	Phone:	
Name:	Responsible for:	General Contractor
Signed:	Date:	
-		
Company:	Phone:	
Name:	Responsible for:	Earthwork
Signed:	Date:	
-		
Company:	Phone:	
Name:	Responsible for:	Plumbing
Signed:	Date:	
-		
Company:	Phone:	
Name:	Responsible for:	Paving
Signed:	Date:	
-		
Company:	Phone:	
Name:	Responsible for:	Electrical
Signed:	Date:	
-		
Company:	Phone:	
Name:	Responsible for:	
Signed:	Date:	
-		

(Note: Use additional sheets if necessary)

Stonewall Commercial –Jiffy Lube 12390 W. Hwy. 29 Liberty Hill, TX 78642

## **Responsible Party Form Certifications**

"I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharges associated with construction activity from the construction site identified as part of this certification."

Company:	Phone:	
Name:	Responsible for:	
Signed:	Date:	
Company:	Phone:	
Name:	Responsible for:	
Signed:	Date:	
Company:	Phone:	
Name:	Responsible for:	
Signed:	Date:	
Company:	Phone:	
Name:	Responsible for:	
Signed:	Date:	
Company:	Phone:	
Name:	Responsible for:	
Signed:	Date:	
Company:	Phone:	
Name:	Responsible for:	
Signed:	Date:	

(Note: Use additional sheets if necessary)

**APPENDIX B** 

**INSPECTION REPORT (SAMPLE FORM)** 



## **Stonewall Commercial – Jiffy Lube Modification to Approved Contributing Zone Plan**

Inspected in Compliance Prevention **Corrective Action Required** Pollution Description Date Measure (use additional sheet if necessary) Completed (Y/N) **BEST MANAGEMENT PRACTICES** Silt fences Rock berms Drain inlet protection Gravel filter bags Vehicle exits (offsite tracking) Concrete washout pit (leaks, failure) Temporary vegetation Permanent vegetation Sediment control basin Other structural controls Material storage areas (leakage) Equipment areas (leaks, spills) Construction debris General site cleanliness Trash receptacles Natural vegetation buffer strips **EVIDENCE OF EROSION** Site preparation Roadway or Parking Lot Construction Utility Construction Drainage Construction **Building Construction MAJOR OBSERVATIONS** Sediment discharges from site BMPs requiring maintenance BMPs requiring modification Additional BMPs required

**Inspection Report** 

**Certification Statement** 

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that gualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Inspector's Name (Superintendent)

Inspector's Signature

Date

Name of Owner/Operator (Firm)

Authorized Signature

Date



## 2488-001

APPENDIX C

**DELEGATION OF SIGNATORIES TO REPORTS** 



Executive Director Texas Commission on Environmental Quality Stormwater Team (MC-148) P.O. Box 13087 Austin, TX 78711-3087

Subject: Delegation of Signatories to Reports

Facility/Company/Site Name: <u>Stonewall Commercial – Jiffy Lube</u> TPDES Authorization Number:

Dear Executive Director:

This letter serves to designate the following people or positions as authorized personnel for signing reports, stormwater pollution prevention plans, certifications or other information requested by the Executive Director or required by the general permit, as set forth by 30 TAC §305.128 (see page 2).

Name or Position	Arun Balakrishnan
Name or Position	
Name or Position	
Name or Position	

I understand that this authorization does not extend to the signing of a Notice of Intent for obtaining coverage under a stormwater general permit.

By signing this authorization, I confirm that I meet the requirements to make such a designation as set forth in 30 TAC §305.44 (see page 2).

Sincerely,

Signature

Title

832-390-8287

Date

<u>Arun Balakrishnan</u>\_\_\_\_\_ Printed Name

Contact Number

#### **RELEVANT PROVISIONS**

**305.128**(a) All reports requested by permits and other information requested by the executive director shall be signed by a person described in §305.44(a) of this title (relating to Signatories to Applications) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) the authorization is made in writing by a person described in §305.44(a) of this title (relating to Signatories to Applications);

(2) the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity or for environmental matters for the applicant, such as the position of plant manager, operator of a well or well field, environmental manager, or a position of equivalent responsibility. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

(3) the written authorization is submitted to the executive director.

(b) If an authorization under this section is no longer accurate because of a change in individuals or position, a new authorization satisfying the requirements of this section must be submitted to the executive director prior to or together with any reports, information, or applications to be signed by an authorized representative.

(c) Any person signing a report required by a permit shall make the certification set forth in §305.44(b) of this title (relating to Signatories to Applications).

**305.44**(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

(b) A person signing an application shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

APPENDIX D

RECORD OF STABILIZATION AND CONSTRUCTION ACTIVITY DATES



## Stonewall Commercial – Jiffy Lube Modification to Approved Contributing Zone Plan

## SITE STABILIZATION and CONSTRUCTION

#### ACTIVITY DATES

A record of dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be maintained until final site stabilization is achieved. The dates can be entered in the following form, or on a different form.

#### MAJOR GRADING ACTIVITIES

Description of Activity:		
Begin (date):		
Location:	End (date):	
Description of Activity:		
Begin (date):		
Location:	End (date):	
Description of Activity:		
Begin (date):	Site Contractor:	
Location:		
Description of Activity:		
Begin (date):		
Location:		
Description of Activity:		
Begin (date):		
Location:	End (date):	
Description of Activity:		
Begin (date):		
Location:		
Description of Activity:		
Begin (date):		
Location:		
Description of Activity:		
Begin (date):		
Location:	End (date):	
Description of Activity:		
Begin (date):		
Location:		



APPENDIX E

TPDES GENERAL CONSTRUCTION PERMIT NO. TXR150000 EFFECTIVE DATE MARCH 5, 2023



# **Texas Commission on Environmental Quality**

P.O. Box 13087, Austin, Texas 78711-3087



## **GENERAL PERMIT TO DISCHARGE UNDER THE**

#### TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM

under provisions of Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code

This permit supersedes and replaces TPDES General Permit No. TXR150000, effective March 5, 2018, and amended January 28, 2022

Construction sites that discharge stormwater associated with construction activity located in the state of Texas may discharge to surface water in the state only according to monitoring requirements and other conditions set forth in this general permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ or Commission), the laws of the State of Texas, and other orders of the Commission of the TCEQ. The issuance of this general permit does not grant to the permittee the right to use private or public property for conveyance of stormwater and certain non-stormwater discharges along the discharge route. This includes property belonging to but not limited to any individual, partnership, corporation or other entity. Neither does this general permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This general permit and the authorization contained herein shall expire at midnight, on March 5, 2028.

EFFECTIVE DATE: March 5, 2023

ISSUED DATE: Febrary 27, 2023

For the Commission

## TPDES GENERAL PERMIT NUMBER TXR150000

## RELATING TO STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES

# Table of Contents

Part I.	Flow <b>(</b>	Chart and Definitions	5
Sectio	on A.	Flow Chart to Determine Whether Coverage is Required	5
Sectio	n B.	Definitions	6
Part II.	Permi	t Applicability and Coverage	12
Sectio	on A.	Discharges Eligible for Authorization	12
1.	Storm	water Associated with Construction Activity	12
2.	Disch	arges of Stormwater Associated with Construction Support Activities	12
3.	Non-S	Stormwater Discharges	12
4.	Other	Permitted Discharges	13
Sectio	on B.	Concrete Truck Wash Out	13
Sectio	on C.	Limitations on Permit Coverage	13
1.	Post C	Construction Discharges	13
2.	Prohil	pition of Non-Stormwater Discharges	13
3.	Comp	liance with Water Quality Standards	14
4.		red Receiving Waters and Total Maximum Daily Load (TMDL) Requirem	
			•
5.		arges to the Edwards Aquifer Recharge or Contributing Zone	
6.		arges to Specific Watersheds and Water Quality Areas	
7.		ction of Streams and Watersheds by Other Governmental Entities	-
8.		n Country Lands	-
9.	-	pt Oil and Gas Activities	
10.		water Discharges from Agricultural Activities	
11.		ngered Species Act	
12.	Storag	ge of High-Level Radioactive Waste	16
13.			
Sectio		Deadlines for Obtaining Authorization to Discharge	
1.	U	Construction Activities	
2.	Small	Construction Activities	
Sectio		Obtaining Authorization to Discharge	-
1.		natic Authorization for Small Construction Activities with Low Potential f	
2.	Auton	natic Authorization for Small Construction Activities	18

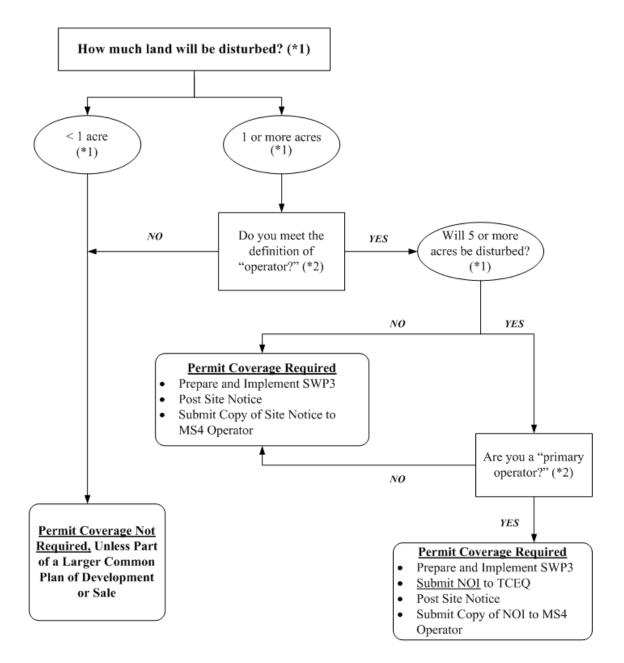
3.	Autho	rization for Large Construction Activities 19
4.	Waive	ers for Small Construction Activities:
5.	Effect	ive Date of Coverage
6.	Conte	nts of the NOI22
7.	Notice	e of Change (NOC)22
8.	0	tory Requirement for NOI Forms, NOT Forms, NOC Forms, and Construction fotices
Sectio	n F.	Terminating Coverage24
1.	Notice	e of Termination (NOT) Required24
2.	Minin	num Contents of the NOT24
3.		nation of Coverage for Small Construction Sites and for Secondary Operators ge Construction Sites25
4.	Trans	fer of Day-to-Day Operational Control25
Sectio	n G.	Waivers from Coverage
1.	Waive	er Applicability and Coverage26
2.	Steps	to Obtaining a Waiver27
3.	Effect	ive Date of an LREW27
4.	Activi	ties Extending Beyond the LREW Period28
Sectio	n H.	Alternative TPDES Permit Coverage
1.	Indivi	dual Permit Alternative28
2.	Gener	al Permit Alternative28
3.	Indivi	dual Permit Required28
Sectio	n I.	Permit Expiration29
Part III.	Storm	water Pollution Prevention Plans (SWP3)29
Sectio	n A.	Shared SWP3 Development
Sectio	n B.	Responsibilities of Operators
1.		dary Operators and Primary Operators with Control Over Construction Plans pecifications
2.	Prima	ry Operators with Day-to-Day Operational Control
Sectio	n C.	Deadlines for SWP3 Preparation, Implementation, and Compliance
Sectio	n D.	Plan Review and Making Plans Available
Sectio	n E.	Revisions and Updates to SWP3s
Sectio	n F.	Contents of SWP3
Part IV.	Erosio	on and Sediment Control Requirements Applicable to All Sites43
Sectio	n A.	Erosion and Sediment Controls43
Sectio	n B.	Soil Stabilization
Sectio	n C.	Dewatering44

Section D.	Pollution Prevention Measures44		
Section E.	Prohibited Discharges45		
Section F.	Surface Outlets45		
Part V. Stor	rmwater Runoff from Concrete Batch Plants45		
Section A.	Benchmark Sampling Requirements46		
Section B.	Best Management Practices (BMPs) and SWP3 Requirements47		
Section C.	Prohibition of Wastewater Discharges50		
Part VI. Con	crete Truck Wash Out Requirements50		
Part VII. Ret	ention of Records50		
Part VIII. Sta	andard Permit Conditions		
Part IX. Fee	s52		
Appendix A:	Automatic Authorization53		
Appendix B:	Storm Erosivity (EI) Zones in Texas55		
Appendix C:	Isoerodent Map56		
Appendix D:	Appendix D: Erosivity Indices for EI Zones in Texas		

#### **Flow Chart and Definitions** Part I.

#### Section A. Flow Chart to Determine Whether Coverage is Required

When calculating the acreage of land area disturbed, include the disturbed land-area of all construction and construction support activities.



- (\*1) To determine the size of the construction project, use the size of the entire area to be disturbed, and include the size of the larger common plan of development or sale, if the project is part of a larger project (refer to Part I.B., "Definitions," for an explanation of "common plan of development or sale"). Refer to the definitions for "operator," "primary operator," and "secondary operator" in Part I.,
- (\*2)Section B. of this permit.

## Section B. Definitions

Arid Areas – Areas with an average annual rainfall of zero (0) to ten (10) inches.

**Best Management Practices (BMPs)** – Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.

**Commencement of Construction** – The initial disturbance of soils associated with clearing, grading, or excavation activities, as well as other construction-related activities (e.g., demolition; grubbing; stockpiling of fill material; placement of raw materials at the site).

**Common Plan of Development** – A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development (also known as a "common plan of development or sale") is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities. A common plan of development does not necessarily include all construction projects within the jurisdiction of a public entity (e.g., a city or university). Construction of roads or buildings in different parts of the jurisdiction would be considered separate "common plans," with only the interconnected parts of a project being considered part of a "common plan" (e.g., a building and its associated parking lot and driveways, airport runway and associated taxiways, a building complex, etc.). Where discrete construction projects occur within a larger common plan of development or sale but are located one quarter (1/4) mile or more apart, and the area between the projects is not being disturbed, each individual project can be treated as a separate plan of development or sale, provided that any interconnecting road, pipeline or utility project that is part of the same "common plan" is not included in the area to be disturbed.

**Construction Activity** – Includes soil disturbance activities, including clearing, grading, excavating, construction-related activity (e.g., stockpiling of fill material, demolition), and construction support activity. This does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing rights-of-way, and similar maintenance activities). Regulated construction activity is defined in terms of small and large construction activity.

**Construction Support Activity** – A construction-related activity that specifically supports construction activity, which can involve earth disturbance or pollutant-generating activities of its own, and can include, but are not limited to, activities associated with concrete or asphalt batch plants, rock crushers, equipment staging or storage areas, chemical storage areas, material storage areas, material borrow areas, and excavated material disposal areas. Construction support activity must only directly support the construction activity authorized under this general permit.

**Dewatering** – The act of draining accumulated stormwater or groundwater from building foundations, vaults, trenches, and other similar points of accumulation.

**Discharge** – For the purposes of this permit, the drainage, release, or disposal of pollutants in stormwater and certain non-stormwater from areas where soil disturbing activities (e.g., clearing, grading, excavation, stockpiling of fill material, and demolition), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck wash out, fueling), or other industrial stormwater directly related to the construction process (e.g., concrete or asphalt batch plants) are located.

**Drought-Stricken Area** – For the purposes of this permit, an area in which the National Oceanic and Atmospheric Administration's U.S. Seasonal Drought Outlook indicates for the period during which the construction will occur that any of the following conditions are likely: (1) "Drought to persist or intensify", (2) "Drought ongoing, some improvement", (3) "Drought likely to improve, impacts ease", or (4) "Drought development likely". See <a href="http://www.cpc.ncep.noaa.gov/products/expert\_assessment/seasonal\_drought.html">http://www.cpc.ncep.noaa.gov/products/expert\_assessment/seasonal\_drought.html</a>.

**Edwards Aquifer** – As defined under Texas Administrative Code (TAC) § 213.3 of this title (relating to the Edwards Aquifer), that portion of an arcuate belt of porous, water-bearing, predominantly carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone trending from west to east to northeast in Kinney, Uvalde, Medina, Bexar, Comal, Hays, Travis, and Williamson Counties; and composed of the Salmon Peak Limestone, McKnight Formation, West Nueces Formation, Devil's River Limestone, Person Formation, Kainer Formation, Edwards Formation, and Georgetown Formation. The permeable aquifer units generally overlie the less-permeable Glen Rose Formation to the south, overlie the less-permeable Comanche Peak and Walnut Formations north of the Colorado River, and underlie the less-permeable Del Rio Clay regionally.

**Edwards Aquifer Recharge Zone** – Generally, that area where the stratigraphic units constituting the Edwards Aquifer crop out, including the outcrops of other geologic formations in proximity to the Edwards Aquifer, where caves, sinkholes, faults, fractures, or other permeable features would create a potential for recharge of surface waters into the Edwards Aquifer. The recharge zone is identified as that area designated as such on official maps located in the offices of the Texas Commission on Environmental Quality (TCEQ) and the appropriate regional office. The Edwards Aquifer Map Viewer, located at <a href="https://www.tceq.texas.gov/gis/edwards-viewer.html">https://www.tceq.texas.gov/gis/edwards-viewer.html</a>

**Edwards Aquifer Contributing Zone** – The area or watershed where runoff from precipitation flows downgradient to the recharge zone of the Edwards Aquifer. The contributing zone is located upstream (upgradient) and generally north and northwest of the recharge zone for the following counties: all areas within Kinney County, except the area within the watershed draining to Segment No. 2304 of the Rio Grande Basin; all areas within Uvalde, Medina, Bexar, and Comal Counties; all areas within Hays and Travis Counties, except the area within the watersheds draining to the Colorado River above a point 1.3 miles upstream from Tom Miller Dam, Lake Austin at the confluence of Barrow Brook Cove, Segment No. 1403 of the Colorado River Basin; and all areas within Williamson County, except the area within the watersheds draining to the Lampasas River above the dam at Stillhouse Hollow reservoir, Segment No. 1216 of the Brazos River Basin. The contributing zone is illustrated on the Edwards Aquifer map viewer at <a href="https://www.tceq.texas.gov/gis/edwards-viewer.html">https://www.tceq.texas.gov/gis/edwards-viewer.html</a>

**Effluent Limitations Guideline (ELG)** – Defined in 40 Code of Federal Regulations (CFR) § 122.2 as a regulation published by the Administrator under § 304(b) of the Clean Water Act (CWA) to adopt or revise effluent limitations.

**Facility or Activity** – For the purpose of this permit, referring to a construction site, the location of construction activity, or a construction support activity that is regulated under this general permit, including all contiguous land and fixtures (for example, ponds and materials stockpiles), structures, or appurtenances used at a construction site or industrial site.

**Final Stabilization** – A construction site status where any of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (that is, evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, or gabions) have been employed.
- (b) For individual lots in a residential construction site by either:
  - (1) the homebuilder completing final stabilization as specified in condition (a) above; or
  - (2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization. If temporary stabilization is not feasible, then the homebuilder may fulfill this requirement by retaining perimeter controls or BMPs, and informing the homeowner of the need for removal of temporary controls and the establishment of final stabilization. Fulfillment of this requirement must be documented in the homebuilder's stormwater pollution prevention plan (SWP3).
- (c) For construction activities on land used for agricultural purposes (such as pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface water and areas that are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.
- (d) In arid, semi-arid, and drought-stricken areas only, all soil disturbing activities at the site have been completed and both of the following criteria have been met:
  - (1) temporary erosion control measures (for example, degradable rolled erosion control product) are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years without active maintenance by the operator, and
  - (2) the temporary erosion control measures are selected, designed, and installed to achieve 70% of the native background vegetative coverage within three years.

**High-Level Radioactive Waste** – Meaning as assigned by 42 United States Code (U.S.C.) Section 10101 (12) and includes spent nuclear fuel as defined by 42 U.S.C. Section 10101 (23).

**Hyperchlorination of Waterlines** – Treatment of potable water lines or tanks with chlorine for disinfection purposes, typically following repair or partial replacement of the waterline or tank, and subsequently flushing the contents.

**Impaired Water** – A surface water body that is identified as impaired on the latest approved CWA § 303(d) List or waters with an EPA-approved or established total maximum daily load (TMDL) that are found on the latest EPA approved *Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)*, which lists the category 4 and 5 water bodies.

**Indian Country Land** – (1) All land within the limits of any Indian reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation; (2) all dependent Indian communities with the borders of the United States whether within the originally or subsequently acquired territory thereof, and whether within or without the limits of a state; and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same. (40 CFR § 122.2)

**Construction General Permit** 

**Indian Tribe** – Any Indian Tribe, band, group, or community recognized by the Secretary of the Interior and exercising governmental authority over a Federal Indian Reservation (40 CFR § 122.2).

**Infeasible** – Not technologically possible, or not economically practicable and achievable in light of best industry practices. (40 CFR § 450.11(b)).

**Large Construction Activity** – Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than five (5) acres of land. Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (for example, the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities).

**Linear Project** – Includes the construction of roads, bridges, conduits, substructures, pipelines, sewer lines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities in a long, narrow area.

**Low Rainfall Erosivity Waiver (LREW)** – A written submission to the executive director from an operator of a construction site that is considered as small construction activity under the permit, which qualifies for a waiver from the requirements for small construction activities, only during the period of time when the calculated rainfall erosivity factor is less than five (5).

**Minimize** – To reduce or eliminate to the extent achievable using stormwater controls that are technologically available and economically practicable and achievable in light of best industry practices.

**Municipal Separate Storm Sewer System (MS4)** – A separate storm sewer system owned or operated by the United States, a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to surface water in the state.

**Notice of Change (NOC)** – Written notification to the executive director from a discharger authorized under this permit, providing changes to information that was previously provided to the agency in a notice of intent form.

**Notice of Intent (NOI)** – A written submission to the executive director from an applicant requesting coverage under this general permit.

**Notice of Termination (NOT)** – A written submission to the executive director from a discharger authorized under this general permit requesting termination of coverage.

**Operator** – The person or persons associated with a large or small construction activity that is either a primary or secondary operator as defined below:

**Primary Operator** – The person or persons associated with construction activity that meets either of the following two criteria:

(a) the person or persons have on-site operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or

(b) the person or persons have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a Stormwater Pollution Prevention Plan (SWP3) for the site or other permit conditions (for example, they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

**Secondary Operator** – The person or entity, often the property owner, whose operational control is limited to:

- (a) the employment of other operators, such as a general contractor, to perform or supervise construction activities; or
- (b) the ability to approve or disapprove changes to construction plans and specifications, but who does not have day-to-day on-site operational control over construction activities at the site.

Secondary operators must either prepare their own SWP3 or participate in a shared SWP3 that covers the areas of the construction site, where they have control over the construction plans and specifications.

If there is not a primary operator at the construction site, then the secondary operator is defined as the primary operator and must comply with the requirements for primary operators.

**Outfall** – For the purpose of this permit, a point source at the point where stormwater runoff associated with construction activity discharges to surface water in the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other water of the U.S. and are used to convey waters of the U.S.

**Permittee** – An operator authorized under this general permit. The authorization may be gained through submission of a notice of intent, by waiver, or by meeting the requirements for automatic coverage to discharge stormwater runoff and certain non-stormwater discharges from construction activity.

**Point Source** – Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are, or may be, discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff (40 CFR § 122.2).

**Pollutant** – Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any surface water in the state. The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland. For the purpose of this permit, the term "pollutant" includes sediment.

**Pollution** – The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose (Texas Water Code (TWC) § 26.001(14)).

**Rainfall Erosivity Factor (R factor)** – The total annual erosive potential that is due to climatic effects, and is part of the Revised Universal Soil Loss Equation (RUSLE).

**Receiving Water** – A "Water of the United States" as defined in 40 CFR § 122.2 or a surface water in the state into which the regulated stormwater discharges.

Semi-arid Areas – Areas with an average annual rainfall of 10 to 20 inches.

**Separate Storm Sewer System** – A conveyance or system of conveyances (including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), designed or used for collecting or conveying stormwater; that is not a combined sewer, and that is not part of a publicly owned treatment works (POTW).

**Small Construction Activity** – Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (for example, the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities).

**Steep Slopes** – Where a state, Tribe, local government, or industry technical manual (e.g., stormwater BMP manual) has defined what is to be considered a "steep slope", this permit's definition automatically adopts that definition. Where no such definition exists, steep slopes are automatically defined as those that are 15 percent or greater in grade.

**Stormwater (or Stormwater Runoff)** – Rainfall runoff, snow melt runoff, and surface runoff and drainage.

**Stormwater Associated with Construction Activity** – Stormwater runoff, as defined above, from a construction activity.

**Structural Control (or Practice)** – A pollution prevention practice that requires the construction of a device, or the use of a device, to reduce or prevent pollution in stormwater runoff. Structural controls and practices may include but are not limited to: silt fences, earthen dikes, drainage swales, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

**Surface Water in the State** – Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHWM) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

**Temporary Stabilization** – A condition where exposed soils or disturbed areas are provided a protective cover or other structural control to prevent the migration of pollutants. Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either permanent stabilization can be achieved or until further construction activities take place.

**Thawing Conditions** – For the purposes of this permit, thawing conditions are expected based on the historical likelihood of two (2) or more days with daytime temperatures greater than 32 degrees Fahrenheit (°F). This date can be determined by looking at historical weather data.

NOTE: The estimation of thawing conditions is for planning purposes only. During construction, the permittee will be required to conduct site inspections based upon actual conditions (i.e., if thawing conditions occur sooner than expected, the permittee will be required to conduct inspections at the regular frequency).

**Total Maximum Daily Load (TMDL)** – The total amount of a pollutant that a water body can assimilate and still meet the Texas Surface Water Quality Standards.

**Turbidity** – A condition of water quality characterized by the presence of suspended solids and/or organic material.

**Waters of the United States** – Waters of the United States or waters of the U.S. means the term as defined in 40 CFR § 122.2.

## Part II. Permit Applicability and Coverage

#### Section A. Discharges Eligible for Authorization

1. Stormwater Associated with Construction Activity

Discharges of stormwater runoff and certain non-stormwater discharges from small and large construction activities may be authorized under this general permit, except as described in Part II.C. of this permit.

2. Discharges of Stormwater Associated with Construction Support Activities

Discharges of stormwater runoff and certain non-stormwater discharges from construction support activities as defined in Part I.B. of this general permit may be authorized, provided that the following conditions are met:

- (a) the construction support activities are located within one (1) mile from the boundary of the construction site where the construction activity authorized under the permit is being conducted that requires the support of these activities;
- (b) an SWP3 is developed and implemented for the permitted construction site according to the provisions in Part III.F. of this general permit, including appropriate controls and measures to reduce erosion and the discharge of pollutants in stormwater runoff according to the provisions in Part IV. of this general permit;
- (c) the activities are directly related to the construction site;
- (d) the activities are not a commercial operation, nor serve other unrelated construction projects; and
- (e) the activities do not continue to operate beyond the completion of the construction activity at the project it supports.

Construction support activities that operate outside the terms provided in (a) through (e) above must obtain authorization under a separate Texas Pollutant Discharge Elimination System (TPDES) permit, which may include the TPDES Multi-Sector General Permit (MSGP), TXR050000 (related to stormwater discharges associated with industrial activity), an alternative general permit (if available), or an individual water quality permit.

3. Non-Stormwater Discharges

The following non-stormwater discharges from sites authorized under this general permit are also eligible for authorization under this general permit:

- (a) discharges from emergency fire-fighting activities (emergency fire-fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, or similar activities);
- (b) uncontaminated fire hydrant flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life), which include flushings from systems that utilize potable water, surface water, or groundwater that does not contain additional pollutants (uncontaminated fire hydrant flushings do not include systems utilizing reclaimed wastewater as a source water);
- (c) water from the routine external washing of vehicles, the external portion of buildings or structures, and pavement, where solvents, detergents, and soaps are not used, where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed; and if local state, or federal regulations are applicable, the materials are removed according to those regulations), and where the purpose is to remove mud, dirt, or dust;
- (d) uncontaminated water used to control dust;
- (e) potable water sources, including waterline flushings, but excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life;
- (f) uncontaminated air conditioning condensate;
- (g) uncontaminated ground water or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents; and
- (h) lawn watering and similar irrigation drainage.
- 4. Other Permitted Discharges

Any discharge authorized under a separate National Pollutant Discharge Elimination System (NPDES), TPDES, or TCEQ permit may be combined with discharges authorized by this general permit, provided those discharges comply with the associated permit.

#### Section B. Concrete Truck Wash Out

The wash out of concrete trucks at regulated construction sites must be performed in accordance with the requirements of Part VI of this general permit.

#### Section C. Limitations on Permit Coverage

1. Post Construction Discharges

Discharges that occur after construction activities have been completed, and after the construction site and any supporting activity site have undergone final stabilization, are not eligible for coverage under this general permit. Discharges originating from the sites are not authorized under this general permit following the submission of the Notice of Termination (NOT) or removal of the appropriate TCEQ site notice, as applicable, for the regulated construction activity.

2. Prohibition of Non-Stormwater Discharges

Except as otherwise provided in Part II.A. of this general permit, only discharges that are composed entirely of stormwater associated with construction activity may be authorized under this general permit.

3. Compliance with Water Quality Standards

Discharges to surface water in the state that would cause, have the reasonable potential to cause, or contribute to a violation of water quality standards or that would fail to protect and maintain existing designated uses of surface water in the state are not eligible for coverage under this general permit. The executive director may require an application for an individual permit or alternative general permit (see Parts II.H.2. and 3.) to authorize discharges to surface water in the state if the executive director determines that any activity will cause, has the reasonable potential to cause, or contribute to a violation of water quality standards or is found to cause, has the reasonable potential to cause, or contribute to, the impairment of a designated use. The executive director may also require an application for an individual permit considering factors described in Part II.H.3. of this general permit.

4. Impaired Receiving Waters and Total Maximum Daily Load (TMDL) Requirements

The permittee shall determine whether the authorized discharge is to an impaired water body on the latest EPA-approved CWA § 303(d) List or waters with an EPA-approved or established TMDL that are found on the latest EPA-approved *Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)*, which lists the category 4 and 5 water bodies.

New sources or new discharges of the pollutants of concern to impaired waters are not authorized by this permit unless otherwise allowable under 30 TAC Chapter 305 and applicable state law. Impaired waters are those that do not meet applicable water quality standard(s) and are listed as category 4 or 5 in the current version of the *Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)*, and waterbodies listed on the CWA § 303(d) List. Pollutants of concern are those for which the water body is listed as impaired.

Discharges of the pollutants of concern to impaired water bodies for which there is a TMDL are not eligible for coverage under this general permit unless they are consistent with the approved TMDL. Permittees must incorporate the conditions and requirements applicable to their discharges into their SWP3, in order to be eligible for coverage under this general permit. For consistency with the construction stormwater-related items in an approved TMDL, the SWP3 must be consistent with any applicable condition, goal, or requirement in the TMDL, TMDL Implementation Plan (I-Plan), or as otherwise directed by the executive director.

5. Discharges to the Edwards Aquifer Recharge or Contributing Zone

Discharges cannot be authorized by this general permit where prohibited by 30 TAC Chapter 213 (relating to Edwards Aquifer). In addition, commencement of construction (see definition for commencement of construction in Part I.B. above)) at a site regulated under 30 TAC Chapter 213, may not begin until the appropriate Edwards Aquifer Protection Plan (EAPP) has been approved by the TCEQ's Edwards Aquifer Protection Program.

(a) For new discharges located within the Edwards Aquifer Recharge Zone, or within that area upstream from the recharge zone and defined as the Contributing Zone (CZ), operators must meet all applicable requirements of, and operate according to, 30 TAC Chapter 213 (Edwards Aquifer Rule) in addition to the provisions and requirements of this general permit.

- (b) For existing discharges located within the Edwards Aquifer Recharge Zone, the requirements of the agency-approved Water Pollution Abatement Plan (WPAP) under the Edwards Aquifer Rule are in addition to the requirements of this general permit. BMPs and maintenance schedules for structural stormwater controls, for example, may be required as a provision of the rule. All applicable requirements of the Edwards Aquifer Rule for reductions of suspended solids in stormwater runoff are in addition to the requirements in this general permit for this pollutant.
- (c) For discharges located within ten (10) stream miles upstream of the Edwards Aquifer recharge zone, applicants shall also submit a copy of the NOI to the appropriate TCEQ regional office.

Counties: Comal, Bexar, Medina, Uvalde, and Kinney

- Contact: TCEQ Water Program Manager San Antonio Regional Office 14250 Judson Road San Antonio, Texas 78233-4480 (210) 490-3096 Counties: Williamson, Travis, and Hays
- Contact: TCEQ Water Program Manager Austin Regional Office 12100 Park 35 Circle Room 179, Building A Austin, Texas 78753 (512) 339-2929
- 6. Discharges to Specific Watersheds and Water Quality Areas

Discharges otherwise eligible for coverage cannot be authorized by this general permit where prohibited by 30 TAC Chapter 311 (relating to Watershed Protection) for water quality areas and watersheds.

7. Protection of Streams and Watersheds by Other Governmental Entities

This general permit does not limit the authority or ability of federal, other state, or local governmental entities from placing additional or more stringent requirements on construction activities or discharges from construction activities.

8. Indian Country Lands

Stormwater runoff from construction activities occurring on Indian Country lands are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of stormwater require authorization under federal NPDES regulations, authority for these discharges must be obtained from the U.S. Environmental Protection Agency (EPA).

9. Exempt Oil and Gas Activities

The CWA § 402(l)(2) provides that stormwater discharges from construction activities related to oil and gas exploration, production, processing, or treatment, or transmission facilities are exempt from regulation under this permit. The term "oil and gas exploration, production, processing, or treatment operations, or transmission facilities" is defined in 33 U.S.C. Annotated § 1362 (24).

The exemption in CWA § 402(l)(2) *includes* stormwater discharges from construction activities regardless of the amount of disturbed acreage, which are necessary to prepare a site for drilling and the movement and placement of drilling equipment, drilling waste management pits, in field treatment plants, and in field transportation infrastructure (e.g., crude oil pipelines, natural gas treatment plants, and both natural gas transmission pipeline compressor and crude oil pumping stations) necessary for the operation of most producing oil and gas fields. Construction activities are defined in 33 U.S. Code § 1362(24) and interpreted by EPA in the final rule. *See* June 12, 2006 Amendments to the NPDES Regulations for Storm Water Discharges Associated with Oil and Gas Exploration, Production, Processing, or Treatment Operations or Transmission Facilities (71 FR 33628, Part V. Terminology).

The exemption *does not include* stormwater discharges from the construction of administrative buildings, parking lots, and roads servicing an administrative building at an oil and gas site, as these are considered traditional construction activities.

As described in 40 CFR § 122.26(c)(1)(iii) [*regulations prior to 2006*], discharges from oil and gas construction activities are waived from CWA § 402(l)(2) permit coverage *unless* the construction activity (or construction support activity) has had a discharge of stormwater resulting in the discharge of a reportable quantity of oil or hazardous substances or the discharge contributes to a violation of water quality standards.

Exempt oil and gas activities which have lost their exemption as a result of one of the above discharges, must obtain permit coverage under this general permit, an alternative general permit, or a TPDES individual permit prior to the next discharge.

10. Stormwater Discharges from Agricultural Activities

Stormwater discharges from agricultural activities that are not point source discharges of stormwater are not subject to TPDES permit requirements. These activities may include clearing and cultivating ground for crops, construction of fences to contain livestock, construction of stock ponds, and other similar agricultural activities. Discharges of stormwater runoff associated with the construction of facilities that are subject to TPDES regulations, such as the construction of concentrated animal feeding operations, would be point sources regulated under this general permit.

11. Endangered Species Act

Discharges that would adversely affect a listed endangered or threatened aquatic or aquatic-dependent species or its critical habitat are not authorized by this permit, unless the requirements of the Endangered Species Act are satisfied. Federal requirements related to endangered species apply to all TPDES permitted discharges and site-specific controls may be required to ensure that protection of endangered or threatened species is achieved. If a permittee has concerns over potential impacts to listed species, the permittee may contact TCEQ for additional information.

12. Storage of High-Level Radioactive Waste

Discharges of stormwater from construction activities associated with the construction of a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72 are not authorized by this general permit. Texas Health and Safety Code (THSC) § 401.0525 prohibits TCEQ from issuing any TPDES authorizations for the construction or operation of these facilities.

Discharges of stormwater from the construction activities associated with the construction of a facility located at the site of currently or formerly operating nuclear power reactors and currently or formerly operating nuclear research and test reactors operated by a university are not prohibited under THSC § 401.0525 and continue to be regulated under this general permit.

## 13. Other

Nothing in Part II. of the general permit is intended to negate any person's ability to assert *force majeure* (act of God, war, strike, riot, or other catastrophe) defenses found in 30 TAC § 70.7

## Section D. Deadlines for Obtaining Authorization to Discharge

- 1. Large Construction Activities
  - (a) New Construction Discharges from sites where the commencement of construction activity occurs on or after the effective date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities.
  - (b) Ongoing Construction Operators of large construction activities continuing to operate after the effective date of this permit, and authorized under the TPDES Construction General Permit (CGP) TXR150000 (effective on March 5, 2018, and amended on January 28, 2022), must submit an NOI to renew authorization or an NOT to terminate coverage under this general permit within 90 days of the effective date of this general permit. During this interim or grace period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the issued and amended 2018 TPDES CGP.
- 2. Small Construction Activities
  - (a) New Construction Discharges from sites where the commencement of construction activity occurs on or after the effective date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities.
  - (b) Ongoing Construction Discharges from ongoing small construction activities that commenced prior to the effective date of this general permit, and that do not meet the conditions to qualify for termination of this permit as described in Part II.F. of this general permit, must meet the requirements to be authorized, either under this general permit or a separate TPDES permit, within 90 days of the effective date of this general permit. During this interim period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the issued and amended 2018 TPDES CGP.

## Section E. Obtaining Authorization to Discharge

1. Automatic Authorization for Small Construction Activities with Low Potential for Erosion

Operators of small construction activity, as defined in Part I.B. of this general permit, shall not submit an NOI for coverage, unless otherwise required by the executive director.

Operators of small construction activities, which occur in certain counties and during periods of low potential for erosion that do not meet the conditions of the waiver described in Part II.G. of this general permit, may be automatically authorized under this general permit if all the following conditions are met prior to the commencement of construction.

(a) The construction activity occurs in a county and during the corresponding date range(s) listed in Appendix A;

- (b) The construction activity is initiated and completed, including either final or temporary stabilization of all disturbed areas, within the time frame identified in Appendix A for the location of the construction site;
- (c) All temporary stabilization is adequately maintained to effectively reduce or prohibit erosion, permanent stabilization activities have been initiated, and a condition of final stabilization is completed no later than 30 days following the end date of the time frame identified in Appendix A for the location of the construction site; the permittee signs a completed TCEQ Small Construction Site Notice for low potential for erosion (Form TCEQ-20964), including the certification statement;
- (d) A signed and certified copy of the TCEQ Small Construction Site Notice for low potential for erosion is posted at the construction site in a location where it is readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction activities, and maintained in that location until final stabilization has been achieved;

NOTE: Posted TCEQ site notices may have a redacted signature as long as there is an original signed and certified TCEQ site notice, with a viewable signature, located on-site and available for review by any applicable regulatory authority.

- (e) A copy of the signed and certified TCEQ Small Construction Site Notice for low potential for erosion is provided to the operator of any MS4 receiving the discharge at least two (2) days prior to commencement of construction activities;
- (f) Discharges of stormwater runoff or other non-stormwater discharges from any supporting concrete batch plant or asphalt batch plant is separately authorized under an individual TPDES permit, another TPDES general permit, or under an individual TCEQ permit where stormwater and non-stormwater is disposed of by evaporation or irrigation (discharges are adjacent to water in the state); and
- (g) Any non-stormwater discharges are either authorized under a separate permit or authorization, are not considered by TCEQ to be a wastewater, or are captured and routed for disposal at a publicly operated treatment works or licensed waste disposal facility.

If all of the conditions in (a) - (h) above are met, then the operator(s) of small construction activities with low potential for erosion are not required to develop a SWP3.

If an operator is conducting small construction activities and any of the above conditions (a) - (h) are not met, the operator cannot declare coverage under the automatic authorization for small construction activities with low potential for erosion and must meet the requirements for automatic authorization (all other) small construction activities, described below in Part II.E.2.

For small construction activities that occur during a period with a low potential for erosion, where automatic authorization under this section is not available, an operator may apply for and obtain a waiver from permitting (Low Rainfall Erosivity Waiver – LREW), as described in Part II.G. of this general permit. Waivers from coverage under the LREW do not allow for any discharges of non-stormwater and the operator must ensure that discharges on non-stormwater are either authorized under a separate permit or authorization.

2. Automatic Authorization for Small Construction Activities

Operators of small construction activities as defined in Part I.B. of this general permit shall not submit an NOI for coverage, unless otherwise required by the executive director.

Operators of small construction activities, as defined in Part I.B. of this general permit or as defined but who do not meet in the conditions and requirements located in Part II.E.1 above, may be automatically authorized for small construction activities, provided that they meet all of the following conditions:

- (a) develop a SWP3 according to the provisions of this general permit, that covers either the entire site or all portions of the site for which the applicant is the operator, and implement the SWP3 prior to commencing construction activities;
- (b) all operators of regulated small construction activities must post a copy of a signed and certified TCEQ Small Construction Site Notice (Form TCEQ-20963), the notice must be posted at the construction site in a location where it is safely and readily available for viewing by the general public, local, state, and federal authorities, at least two (2) days prior to commencing construction activity , and maintain the notice in that location until completion of the construction activity (for linear construction activities, e.g. pipeline or highway, the TCEQ site notice must be placed in a publicly accessible location near where construction is actively underway; notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public; local, state, and federal authorities);
- (c) operators must maintain a posted TCEQ Small Construction Site Notice on the approved TCEQ form at the construction site until final stabilization has been achieved; and

NOTE: Posted TCEQ site notices may have a redacted signature as long as there is an original signed and certified TCEQ Small Construction Site Notice, with a viewable signature, located on-site and available for review by an applicable regulatory authority.

- (d) provide a copy of the signed and certified TCEQ Small Construction Site Notice to the operator of any municipal separate storm sewer system (MS4) receiving the discharge at least two (2) days prior to commencement of construction activities.
- (e) if signatory authority is delegated by an authorized representative, then a Delegation of Signatory form must be submitted as required by 30 TAC § 305.128 (relating to Signatories to Reports). Operators for small construction activities must submit this form via mail following the instructions on the approved TCEQ paper form. A new Delegation of Signatory form must be submitted if the delegation changes to another individual or position.

As described in Part I.B of this general permit, large construction activities include those that will disturb less than five (5) acres of land, but that are part of a larger common plan of development or sale that will ultimately disturb five (5) or more acres of land and must meet the requirements of Part II.E.3. below.

3. Authorization for Large Construction Activities

Operators of large construction activities that qualify for coverage under this general permit must meet all of the following conditions:

- (a) develop a SWP3 according to the provisions of this general permit that covers either the entire site or all portions of the site where the applicant is the operator. The SWP3 must be developed and implemented prior to obtaining coverage and prior to commencing construction activities;
- (b) primary operators of large construction activities must submit an NOI prior to commencing construction activity at a construction site. A completed NOI must be submitted to TCEQ electronically using the online ePermits system on TCEQ's website.

Operators with an electronic reporting waiver must submit a completed paper NOI to TCEQ at least seven (7) days prior to commencing construction activity to obtain provisional coverage 48-hours from the postmark date for delivery to the TCEQ. An authorization is no longer provisional when the executive director finds the NOI is administratively complete, and an authorization number is issued to the permittee for the construction site indicated on the NOI.

If an additional primary operator is added after the initial NOI is submitted, the additional primary operator must meet the same requirements for existing primary operator(s), as indicated above.

If the primary operator changes due to responsibility at the site being transferred from one primary operator to another after the initial NOI is submitted, the new primary operator must submit an electronic NOI, unless they request and obtain a waiver from electronic reporting, at least ten (10) days prior to assuming operational control of a construction site and commencing construction activity.

- (c) all operators of large construction activities must post a TCEQ Large Construction Site Notice on the approved TCEQ form (Form TCEQ-20961) in accordance with Part III.D.2. of this permit. The TCEQ site notice must be located where it is safely and readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction activities, and must be maintained in that location until final stabilization has been achieved. For linear construction activities, e.g., pipeline or highway, the TCEQ site notice must be placed in a publicly accessible location near where construction is actively underway; notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public, local, state, and federal authorities;
- (d) two days prior to commencing construction activities, all primary operators must:
  - i. provide a copy of the signed NOI to the operator of any MS4 receiving the discharge and to any secondary construction operator, and
  - ii. list in the SWP3 the names and addresses of all MS4 operators receiving a copy;
- (e) if signatory authority is delegated by an authorized representative, then a Delegation of Signatories form must be submitted as required by 30 TAC § 305.128 (relating to Signatories to Reports). Primary operators must submit this form electronically using the State of Texas Environmental Electronic Reporting System (STEERS), TCEQ's online permitting system, or by paper if the permittee requested and obtained an electronic reporting waiver. A new Delegation of Signatories form must be submitted, if the delegation changes to another individual or position;
- (f) all persons meeting the definition of "secondary operator" in Part I of this permit are hereby notified that they are regulated under this general permit, but are not required to submit an NOI, provided that a primary operator at the site has submitted an NOI, or prior to commencement of construction activities, a primary operator is required to submit an NOI and the secondary operator has provided notification to the operator(s) of the need to obtain coverage (with records of notification available upon request). Any secondary operator notified under this provision may alternatively submit an NOI under this general permit, may seek coverage under an alternative TPDES individual permit, or may seek coverage under an alternative TPDES general permit if available; and

(g) all secondary operators of large construction activities must post a copy of the signed and certified TCEQ Large Construction Site Notice for Secondary Operators on the approved TCEQ form (Form TCEQ-20962) and provide a copy of the signed and certified TCEQ site notice to the operator of any MS4 receiving the discharge at least two (2) days prior to the commencement construction activities.

> NOTE: Posted TCEQ site notices may have a redacted signature as long as there is an original signed and certified TCEQ Large Construction Site Notice for Secondary Operators, with a viewable signature, located on-site and available for review by an applicable regulatory authority.

Applicants must submit an NOI using the online ePermits system (accessed using STEERS) available through the TCEQ website, or request and obtain a waiver from electronic reporting from the TCEQ. Waivers from electronic reporting are not transferrable and expire on the same date as the authorization to discharge.

4. Waivers for Small Construction Activities:

Operators of certain small construction activities may obtain a waiver from coverage under this general permit, if applicable. The requirements are outlined in Part II.G. below.

- 5. Effective Date of Coverage
  - (a) Operators of small construction activities as described in either Part II.E.1. or II.E.2. above are authorized immediately following compliance with the applicable conditions of Part II.E.1. or II.E.2. Secondary operators of large construction activities as described in Part II.E.3. above are authorized immediately following compliance with the applicable conditions in Part II.E.3. For activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator's responsibilities under that rule. Construction may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met.
  - (b) Primary operators of large construction activities as described in Part II.E.3. above that electronically submit an NOI are authorized immediately following confirmation of receipt of the electronic form by the TCEQ, unless otherwise notified by the executive director.

Operators with an electronic reporting waiver are provisionally authorized 48-hours from the date that a completed paper NOI is postmarked for delivery to the TCEQ, unless otherwise notified by the executive director. An authorization is no longer provisional when the executive director finds the NOI is administratively complete and an authorization number is issued to the permittee for the construction site indicated on the NOI.

For construction activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator's responsibilities under that rule. Construction activities may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met.

(c) Operators are not prohibited from submitting late NOIs or posting late site notices to obtain authorization under this general permit. The TCEQ reserves the right to take appropriate enforcement action for any unpermitted activities that may have occurred between the time construction commenced and authorization under this general permit was obtained.

- (d) If operators that submitted NOIs have active authorizations for construction activities that are ongoing when this general permit expires on March 5, 2028, and a new general permit is issued, a 90-day interim (grace) period is granted to provide coverage that is administratively continued until operators with active authorizations can obtain coverage under the newly issued CGP. The 90-day grace period starts on the effective date of the newly issued CGP.
- 6. Contents of the NOI

The NOI form shall require, at a minimum, the following information:

- (a) the TPDES CGP authorization number for existing authorizations under this general permit, where the operator submits an NOI to renew coverage within 90 days of the effective date of this general permit;
- (b) the name, address, and telephone number of the operator filing the NOI for permit coverage;
- (c) the name (or other identifier), address, county, and latitude/longitude of the construction project or site;
- (d) the number of acres that will be disturbed by the applicant;
- (e) the estimated construction project start date and end date;
- (f) confirmation that the project or site will not be located on Indian Country lands;
- (g) confirmation if the construction activity is associated with an oil and gas exploration, production, processing, or treatment, or transmission facility (see Part II.C.9.)
- (h) confirmation that the construction activities are not associated with the construction
  of a facility that is licensed for the storage of high-level radioactive waste by the
  United States Nuclear Regulatory Commission under 10 CFR Part 72 (see Part
  II.C.12.);
- (i) confirmation that a SWP3 has been developed in accordance with all conditions of this general permit, that it will be implemented prior to commencement of construction activities, and that it is compliant with any applicable local sediment and erosion control plans; for multiple operators who prepare a shared SWP3, the confirmation for an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator;
- (j) name of the receiving water(s);
- (k) the classified segment number for each classified segment that receives discharges from the regulated construction activity (if the discharge is not directly to a classified segment, then the classified segment number of the first classified segment that those discharges reach); and
- (l) the name of all surface waters receiving discharges from the regulated construction activity that are on the latest EPA-approved CWA § 303(d) List of impaired waters or *Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)* as not meeting applicable state water quality standards.
- 7. Notice of Change (NOC)
  - (a) If relevant information provided in the NOI changes, the operator that has submitted the NOI must submit an NOC to TCEQ at least fourteen (14) days before the change occurs. Where a 14-day advance notice is not possible, the operator must submit an NOC to TCEQ within fourteen (14) days of discovery of the change. If the operator becomes aware that it failed to submit any relevant facts or submitted

incorrect information in an NOI, the correct information must be submitted to TCEQ in an NOC within fourteen (14) days after discovery.

- (b) Information on an NOC may include, but is not limited to, the following:
  - i. a change in the description of the construction project;
  - ii. an increase in the number of acres disturbed (for increases of one (1) or more acres);
  - iii. or the name of the operator (where the name of the operator has changed).
- (c) Electronic NOC.

Applicants must submit an NOC using the online ePermits system available through the TCEQ website, or request and obtain a waiver from electronic reporting from the TCEQ. All waivers from electronic reporting are not transferrable. Electronic reporting waivers expire on the same date as the authorization to discharge, except for temporary waivers that expire one (1) year from issuance. A copy of the NOC form or letter must also be placed in the SWP3 and provided to the operator of any MS4 receiving the discharge. Operators are authorized immediately following confirmation of receipt of the electronic form by the TCEQ, unless otherwise notified by the executive director.

(d) Paper NOC.

Applicants who request and obtain an electronic reporting waiver shall submit the NOC on a paper form provided by the executive director, or by letter if an NOC form is not available.

- (e) A copy of the NOC form or letter must also be placed in the SWP3 and provided to the operator of any MS4 receiving the discharge. A list that includes the names and addresses of all MS4 operators receiving a copy of the NOC (or NOC letter) must be included in the SWP3. Information that may not be included on an NOC includes but is not limited to the following:
  - i. transfer of operational control from one operator to another, including a transfer of the ownership of a company. A transfer of ownership of a company includes changes to the structure of a company, such as changing from a partnership to a corporation or changing corporation types, so that the filing or charter number that is on record with the Texas Secretary of State (SOS) must be changed.
  - ii. coverage under this general permit is not transferable from one operator to another. Instead, the new operator will need to submit an NOI or LREW, as applicable, and the previous operator will need to submit an NOT.
  - iii. a decrease in the number of acres disturbed. This information must be included in the SWP3 and retained on site.
- 8. Signatory Requirement for NOI Forms, NOT Forms, NOC Forms, and Construction Site Notices

NOI forms, NOT forms, NOC forms, and Construction Site Notices that require a signature must be signed according to 30 TAC § 305.44 (relating to Signatories for Applications).

## Section F. Terminating Coverage

1. Notice of Termination (NOT) Required

Each operator that has submitted an NOI for authorization of large construction activities under this general permit must apply to terminate that authorization following the conditions described in this section of the general permit.

Authorization of large construction must be terminated by submitting an NOT electronically via the online ePermits system available through the TCEQ website, or on a paper NOT form to TCEQ supplied by the executive director with an approved waiver from electronic reporting. Authorization to discharge under this general permit terminates at midnight on the day a paper NOT is postmarked for delivery to the TCEQ or immediately following confirmation of the receipt of the NOT submitted electronically by the TCEQ.

Applicants must submit an NOT using the online ePermits system available through the TCEQ website, or request and obtain a waiver from electronic reporting from the TCEQ. Waivers from electronic reporting are not transferrable and expire on the same date as the authorization to discharge, except for temporary waivers that expire one (1) year from issuance.

The NOT must be submitted to TCEQ, and a copy of the NOT provided to the operator of any MS4 receiving the discharge (with a list in the SWP3 of the names and addresses of all MS4 operators receiving a copy), within 30 days after any of the following conditions are met:

- (a) final stabilization has been achieved on all portions of the site that are the responsibility of the operator;
- (b) a transfer of operational control has occurred (See Section II.F.4. below); or
- (c) the operator has obtained alternative authorization under an individual TPDES permit or alternative TPDES general permit.

Compliance with the conditions and requirements of this permit is required until the NOT is submitted and approved by TCEQ.

2. Minimum Contents of the NOT

The NOT form shall require, at a minimum, the following information:

- (a) if authorization for construction activity was granted following submission of an NOI, the permittee's site-specific TPDES authorization number for a specific construction site;
- (b) an indication of whether final stabilization has been achieved at the site and a NOT has been submitted or if the permittee is simply no longer an operator at the site;
- (c) the name, address, and telephone number of the permittee submitting the NOT;
- (d) the name (or other identifier), address, county, and location (latitude/longitude) of the construction project or site; and
- (e) a signed certification that either all stormwater discharges requiring authorization under this general permit will no longer occur, or that the applicant is no longer the operator of the facility or construction site, and that all temporary structural erosion controls have either been removed, will be removed on a schedule defined in the SWP3, or have been transferred to a new operator if the new operator has applied for permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

- 3. Termination of Coverage for Small Construction Sites and for Secondary Operators at Large Construction Sites
  - (a) Each operator that has obtained automatic authorization for small construction or is a secondary operator for large construction must perform the following when terminating coverage under the permit:
    - i. remove the TCEQ site notice;
    - ii. complete the applicable portion of the TCEQ site notice related to removal of the TCEQ site notice; and
    - iii. submit a copy of the completed TCEQ site notice to the operator of any MS4 receiving the discharge (or provide alternative notification as allowed by the MS4 operator, with documentation of such notification included in the SWP3).
  - (b) The activities described in Part II.F.3.(a) above must be completed by the operator within 30 days of meeting any of the following conditions:
    - i. final stabilization has been achieved on all portions of the site that are the responsibility of the operator;
    - ii. a transfer of day-to-day operational control over activities necessary to ensure compliance with the SWP3 and other permit conditions has occurred (See Section II.F.4. below); or
    - iii. the operator has obtained alternative authorization under an individual or general TPDES permit.

For Small Construction Sites and Secondary Operators at Large Construction Sites, authorization to discharge under this general permit terminates immediately upon removal of the applicable TCEQ construction site notice. Compliance with the conditions and requirements of this permit is required until the TCEQ construction site notice is removed. The construction site notice cannot be removed until final stabilization has been achieved.

- 4. Transfer of Day-to-Day Operational Control
  - (a) When the primary operator of a large construction activity changes or operational control over activities necessary to ensure compliance with the SWP3 and other permit conditions is transferred to another primary operator, the original operator must do the following:
    - submit an NOT within ten (10) days prior to the date that responsibility for operations terminates, and the new operator must submit an NOI at least ten (10) days prior to the transfer of operational control, in accordance with condition (c) below; and
    - ii. submit a copy of the NOT from the primary operator terminating its coverage under the permit and its operational control of the construction site and submit a copy of the NOI from the new primary operator to the operator of any MS4 receiving the discharge in accordance with Part II.F.1. above.
  - (b) For transfer of operational control, operators of small construction activities and secondary operators of large construction activities who are not required to submit an NOI must do the following:
    - i. the existing operator must remove the original TCEQ construction site notice, and the new operator must post the required TCEQ construction site notice prior to the transfer of operational control, in accordance with the conditions in Part II.F.4.(c) i or ii below; and

- ii. a copy of the TCEQ construction site notice, which must be completed and provided to the operator of any MS4 receiving the discharge, in accordance with Part II.F.3. above.
- (c) Each operator is responsible for determining its role as an operator as defined in Part I.B. and obtaining authorization under the permit, as described above in Part II.E. 1. - 3. Where authorization has been obtained by submitting an NOI for coverage under this general permit, permit coverage is not transferable from one operator to another. A transfer of operational control can include changes to the structure of a company, such as changing from a partnership to a corporation, or changing to a different corporation type such that a different filing (or charter) number is established with the Texas Secretary of State (SOS). A transfer of operational control can also occur when one of the following criteria is met, as applicable:
  - i. another operator has assumed control over all areas of the site that do not meet the definition for final stabilization;
  - ii. all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator, provided that the original permitted operator has attempted to notify the new operator in writing of the requirement to obtain permit coverage. Records of this notification (or attempt at notification) shall be retained by the operator transferring operational control to another operator in accordance with Part VI of this permit. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal; or
  - iii. a homebuilder has purchased one (1) or more lots from an operator who obtained coverage under this general permit for a common plan of development or sale. The homebuilder is considered a new operator and shall comply with the requirements of this permit. Under these circumstances, the homebuilder is only responsible for compliance with the general permit requirements as they apply to the lot(s) it has operational control over in a larger common plan of development, and the original operator remains responsible for common controls or discharges, and must amend its SWP3 to remove the lot(s) transferred to the homebuilder.

#### Section G. Waivers from Coverage

The executive director may waive the otherwise applicable requirements of this general permit for stormwater discharges from small construction activities under the terms and conditions described in this section.

1. Waiver Applicability and Coverage

Operators of small construction activities may apply for and receive a waiver from the requirements to obtain authorization under this general permit, when the calculated rainfall erosivity (R) factor for the entire period of the construction project is less than five (5).

The operator must submit a Low Rainfall Erosivity Waiver (LREW) certification form to the TCEQ electronically via the online ePermits system available through the TCEQ website. The LREW form is a certification by the operator that the small construction activity will commence and be completed within a period when the value of the calculated R factor is less than five (5).

Applicants who request and obtain an electronic reporting waiver shall submit the LREW on a paper form provided by the executive director at least seven (7) days prior to commencing construction activity to obtain provisional coverage 48-hours from the postmark date for delivery to the TCEQ. An authorization is no longer provisional when the executive director finds the LREW is administratively complete, and an authorization number is issued to the permittee for the construction site indicated on the LREW. Waivers from electronic reporting are not transferrable and expire on the same date as the authorization to discharge, except for temporary waivers that expire one (1) year from issuance.

This LREW from coverage does not apply to any non-stormwater discharges, including what is allowed under this permit. The operator must ensure that all non-stormwater discharges are either authorized under a separate permit or authorization or are captured and routed to an authorized treatment facility for disposal.

2. Steps to Obtaining a Waiver

The construction site operator may calculate the R factor to request a waiver using the following steps:

- (a) estimate the construction start date and the construction end date. The construction end date is the date that final stabilization will be achieved.
- (b) find the appropriate Erosivity Index (EI) zone in Appendix B of this permit.
- (c) find the EI percentage for the project period by adding the results for each period of the project using the table provided in Appendix D of this permit, in EPA Fact Sheet 2.1, or in USDA Handbook 703, by subtracting the start value from the end value to find the percent EI for the site.
- (d) refer to the Isoerodent Map (Appendix C of this permit) and interpolate the annual isoerodent value for the proposed construction location.
- (e) multiply the percent value obtained in Step (c) above by the annual isoerodent value obtained in Step (d). This is the R factor for the proposed project. If the value is less than five (5), then a waiver may be obtained. If the value is five (5) or more, then a waiver may not be obtained, and the operator must obtain coverage under Part II.E.2. of this permit.

Alternatively, the operator may calculate a site-specific R factor utilizing the following online calculator: <u>https://lew.epa.gov/</u>, or using another available resource.

A copy of the LREW certification form is not required to be posted at the small construction site.

3. Effective Date of an LREW

Unless otherwise notified by the executive director, operators of small construction activities seeking coverage under an LREW are provisionally waived from the otherwise applicable requirements of this general permit 48-hours from the date that a completed paper LREW certification form is postmarked for delivery to TCEQ, or immediately upon receiving confirmation of approval of an electronic submittal, made via the online ePermits system available through the TCEQ website.

Applicants seeking coverage under an LREW must submit an application for an LREW using the online ePermits system available through the TCEQ website, or request and obtain a waiver from electronic reporting from the TCEQ. Waivers from electronic reporting are not transferrable and expire on the same date as the authorization to discharge.

4. Activities Extending Beyond the LREW Period

If a construction activity extends beyond the approved waiver period due to circumstances beyond the control of the operator, the operator must either:

- (a) recalculate the R factor using the original start date and a new projected ending date, and if the R factor is still under five (5), submit a new LREW form at least two (2) days before the end of the original waiver period; or
- (b) obtain authorization under this general permit according to the requirements for automatic authorization for small construction activities in Part II.E.2. of this permit, prior to the end of the approved LREW period.

## Section H. Alternative TPDES Permit Coverage

1. Individual Permit Alternative

Any discharge eligible for coverage under this general permit may alternatively be authorized under an individual TPDES permit according to 30 TAC Chapter 305 (relating to Consolidated Permits). Applications for individual permit coverage must be submitted at least 330 days prior to commencement of construction activities to ensure timely authorization. Existing coverage under this general permit should not be terminated until an individual permit is issued and in effect.

2. General Permit Alternative

Any discharges eligible for authorization under this general permit may alternatively be authorized under a separate general permit according to 30 TAC Chapter 205 (relating to General Permits for Waste Discharges), as applicable.

3. Individual Permit Required

The executive director may require an operator of a construction site, otherwise eligible for authorization under this general permit, to apply for an individual TPDES permit in the following circumstances:

- (a) the conditions of an approved TMDL or TMDL I-Plan on the receiving water;
- (b) the activity being determined to cause, has a reasonable potential to cause, or contribute to a violation of water quality standards or being found to cause, or contribute to, the loss of a designated use of surface water in the state; and
- (c) any other consideration defined in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges) including 30 TAC § 205.4(c)(3)(D), which allows the commission to deny authorization under the general permit and require an individual permit if a discharger has been determined by the executive director to have been out of compliance with any rule, order, or permit of the commission, including non-payment of fees assessed by the executive director.

A discharger with a TCEQ compliance history rating of "unsatisfactory" is ineligible for coverage under this general permit. In that case, 30 TAC § 60.3 requires the executive director to deny or suspend an authorization to discharge under a general permit. However, per TWC § 26.040(h), a discharger is entitled to a hearing before the commission prior to having an authorization denied or suspended for having an "unsatisfactory" compliance history.

Denial of authorization to discharge under this general permit or suspension of a permittee's authorization under this general permit for reasons other than compliance history shall be done according to commission rules in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges).

# Section I. Permit Expiration

- 1. This general permit is effective for a term not to exceed five (5) years. All active discharge authorizations expire on the date provided on page one (1) of this permit. Following public notice and comment, as provided by 30 TAC § 205.3 (relating to Public Notice, Public Meetings, and Public Comment), the commission may amend, revoke, cancel, or renew this general permit. All authorizations that are active at the time the permit term expires will be administratively continued as indicated in Part II.I.2. below and in Part II.D.1.(b) and D.2.(b) of this permit.
- 2. If the executive director publishes a notice of the intent to renew or amend this general permit before the expiration date, the permit will remain in effect for existing, authorized discharges until the commission takes final action on the permit. Upon issuance of a renewed or amended permit, permittees may be required to submit an NOI within 90 days following the effective date of the renewed or amended permit, unless that permit provides for an alternative method for obtaining authorization.
- 3. If the commission does not propose to reissue this general permit within 90 days before the expiration date, permittees shall apply for authorization under an individual permit or an alternative general permit. If the application for an individual permit is submitted before the expiration date, authorization under this expiring general permit remains in effect until the issuance or denial of an individual permit. No new NOIs will be accepted nor new authorizations honored under the general permit after the expiration date.

## Part III. Stormwater Pollution Prevention Plans (SWP3)

All regulated construction site operators shall prepare an SWP3, prior to submittal of an NOI, to address discharges authorized under Parts II.E.2. and II.E.3. of this general permit that will reach waters of the U.S. This includes discharges to MS4s and privately owned separate storm sewer systems that drain into surface water in the state or waters of the U.S.

Individual operators at a site may develop separate SWP3s that cover only their portion of the project, provided reference is made to the other operators at the site. Where there is more than one (1) SWP3 for a site, operators must coordinate to ensure that BMPs and controls are consistent and do not negate or impair the effectiveness of each other. Regardless of whether a single comprehensive SWP3 is developed or separate SWP3s are developed for each operator, it is the responsibility of each operator to ensure compliance with the terms and conditions of this general permit in the areas of the construction site where that operator has control over construction plans and specifications or day-to-day operations.

An SWP3 must describe the implementation of practices that will be used to minimize to the extent practicable the discharge of pollutants in stormwater associated with construction activity and non-stormwater discharges described in Part II.A.3., in compliance with the terms and conditions of this permit.

An SWP3 must also identify any potential sources of pollution that have been determined to cause, have a reasonable potential to cause, or contribute to a violation of water quality standards or have been found to cause or contribute to the loss of a designated use of surface water in the state from discharges of stormwater from construction activities and construction support activities. Where potential sources of these pollutants are present at a construction site, the SWP3 must also contain a description of the management practices that will be used to prevent these pollutants from being discharged into surface water in the state or waters of the U.S.

NOTE: Construction support activities can also include vehicle repair areas, fueling areas, etc. that are present at a construction site solely for the support construction activities and are only used by operators at the construction site.

The SWP3 is intended to serve as a road map for how the construction operator will comply with the effluent limits and other conditions of this permit. Additional portions of the effluent limits are established in Part IV. of the permit.

# Section A. Shared SWP3 Development

For more effective coordination of BMPs and opportunities for cost sharing, a cooperative effort by the different operators at a site is encouraged. Operators of small and large construction activities must independently obtain authorization under this permit but may work together with other regulated operators at the construction site to prepare and implement a single, comprehensive SWP3, which can be shared by some or all operators, for the construction activities that each of the operators are performing at the entire construction site.

- 1. The SWP3 must include the following:
  - (a) for small construction activities the name of each operator that participates in the shared SWP3;
  - (b) for large construction activities the name of each operator that participates in the shared SWP3, the general permit authorization numbers of each operator (or the date that the NOI was submitted to TCEQ by each operator that has not received an authorization number for coverage under this permit); and
  - (c) for large and small construction activities the signature of each operator participating in the shared SWP3.
- 2. The SWP3 must clearly indicate which operator is responsible for satisfying each shared requirement of the SWP3. If the responsibility for satisfying a requirement is not described in the plan, then each permittee is entirely responsible for meeting the requirement within the boundaries of the construction site where they perform construction activities. The SWP3 must clearly describe responsibilities for meeting each requirement in shared or common areas.
- 3. The SWP3 may provide that one operator is responsible for preparation of a SWP3 in compliance with the CGP, and another operator is responsible for implementation of the SWP3 at the project site.

# Section B. Responsibilities of Operators

1. Secondary Operators and Primary Operators with Control Over Construction Plans and Specifications

All secondary operators and primary operators with control over construction plans and specifications shall:

- (a) ensure the project specifications allow or provide that adequate BMPs are developed to meet the requirements of Part III of this general permit;
- (b) ensure that the SWP3 indicates the areas of the project where they have control over project specifications, including the ability to make modifications in specifications;
- (c) ensure that all other operators affected by modifications in project specifications are notified in a timely manner so that those operators may modify their BMP s as necessary to remain compliant with the conditions of this general permit; and

- (d) ensure that the SWP3 for portions of the project where each operator has control indicates the name and site-specific TPDES authorization number(s) for operators with the day-to-day operational control over those activities necessary to ensure compliance with the SWP3 and other permit conditions. If a primary operator has not been authorized or has abandoned the site, the secondary operator is considered to be the responsible party and must obtain authorization as a primary operator under the permit, until the authority for day-to-day operational control is transferred to another primary operator. The new primary operator must update or develop a new SWP3 that will reflect the transfer of operational control and include any additional updates to the SWP3 to meet requirements of the permit.
- 2. Primary Operators with Day-to-Day Operational Control

Primary operators with day-to-day operational control of those activities at a project that are necessary to ensure compliance with an SWP3 and other permit conditions must ensure that the SWP3 accomplishes the following requirements:

- (a) meets the requirements of this general permit for those portions of the project where they are operators;
- (b) identifies the parties responsible for implementation of BMPs described in the SWP3;
- (c) indicates areas of the project where they have operational control over day-to-day activities; and
- (d) the name and site-specific TPDES authorization number of the parties with control over project specifications, including the ability to make modifications in specifications for areas where they have operational control over day-to-day activities.

# Section C. Deadlines for SWP3 Preparation, Implementation, and Compliance

The SWP3 must be prepared prior to obtaining authorization under this general permit, and implemented prior to commencing construction activities that result in soil disturbance. The SWP3 must be prepared so that it provides for compliance with the terms and conditions of this general permit.

# Section D. Plan Review and Making Plans Available

1. The SWP3 must be retained on-site at the construction site or, if the site is inactive or does not have an on-site location to store the plan, a notice must be posted describing the location of the SWP3. The SWP3 must be made readily available at the time of an on-site inspection to: the executive director; a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans; local government officials; and the operator of a municipal separate storm sewer receiving discharges from the site. If the SWP3 is retained off-site, then it shall be made available as soon as reasonably possible. In most instances, it is reasonable that the SWP3 shall be made available within 24 hours of the request.

NOTE: The SWP3 may be prepared and kept electronically, rather than in paper form, if the records are: (a) in a format that can be read in a similar manner as a paper record; (b) legally valid with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be, if the records were stored in paper form.

2. Operators with authorization for construction activity under this general permit must post a TCEQ site notice at the construction site at a place readily available for viewing by the general public, and local, state, and federal authorities.

- (a) Primary and secondary operators of large construction activities must each post a TCEQ construction site notice, respective to their role as an operator at the construction site, as required above and according to requirements in Part II.E.3. of this general permit.
- (b) Primary and secondary operators of small construction activities must post the TCEQ site notice as required in Part III.D.2.(a) above and for the specific type of small construction described in Part II.E.1. and 2. of the permit.
- (c) If the construction project is a linear construction project, such as a pipeline or highway, the notices must be placed in a publicly accessible location near where construction is actively underway. TCEQ construction site notices for small and large construction activities at these linear construction sites may be relocated, as necessary, along the length of the project, but must still be readily available for viewing by the general public; local, state, and federal authorities; and contain the following information:
  - i. the site-specific TPDES authorization number for the project if assigned;
  - ii. the operator name, contact name, and contact phone number;
  - iii. a brief description of the project; and
  - iv. the location of the SWP3.
- 3. This permit does not provide the general public with any right to trespass on a construction site for any reason, including inspection of a site; nor does this permit require that permittees allow members of the general public access to a construction site.

#### Section E. Revisions and Updates to SWP3s

The permittee must revise or update the SWP3, including the site map, within seven (7) days of when any of the following occurs:

- 1. a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3;
- 2. changing site conditions based on updated plans and specifications, new operators, new areas of responsibility, and changes in BMPs; or
- 3. results of inspections or investigations by construction site personnel authorized by the permittee, operators of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under this general permit.

#### Section F. Contents of SWP3

The SWP3 must be developed and implemented by primary operators of small and large construction activities and include, at a minimum, the information described in this section and must comply with the construction and development effluent guidelines in Part IV. of the general permit.

- 1. A site or project description, which includes the following information:
  - (a) a description of the nature of the construction activity;
  - (b) a list of potential pollutants and their sources;
  - (c) a description of the intended schedule or sequence of activities that will disturb soils for major portions of the site, including estimated start dates and duration of activities;

- (d) the total number of acres of the entire property and the total number of acres where construction activities will occur, including areas where construction support activities (defined in Part I.B. of this general permit) occur;
- (e) data describing the soil or the quality of any discharge from the site;
- (f) a map showing the general location of the site (e.g., a portion of a city or county map);
- (g) a detailed site map (or maps) indicating the following:
  - i. property boundary(ies);
  - ii. drainage patterns and approximate slopes anticipated before and after major grading activities;
  - iii. areas where soil disturbance will occur (note any phasing), including any demolition activities;
  - iv. locations of all controls and buffers, either planned or in place;
  - v. locations where temporary or permanent stabilization practices are expected to be used;
  - vi. locations of construction support activities, including those located off-site;
  - vii. surface waters (including wetlands) either at, adjacent, or in close proximity to the site, and also indicate whether those waters are impaired;

NOTE: Surface waters adjacent to or in close proximity to the site means any receiving waters within the site and all receiving waters within one mile downstream of the site's discharge point(s).

- viii. locations where stormwater discharges from the site directly to a surface water body or a municipal separate storm sewer system;
- ix. vehicle wash areas; and
- x. designated points on the site where vehicles will exit onto paved roads (for instance, this applies to construction transition from unstable dirt areas to exterior paved roads).

Where the amount of information required to be included on the map would result in a single map being difficult to read and interpret, the operator shall develop a series of maps that collectively include the required information.

- (h) the location and description of support activities authorized under the permittee's NOI, including asphalt plants, concrete plants, and other activities providing support to the construction site that is authorized under this general permit;
- (i) the name of receiving waters at or near the site that may be disturbed or that may receive discharges from disturbed areas of the project;
- (j) a copy of this TPDES general permit (an electronic copy of this TPDES general permit or a current link to this TPDES general permit on the TCEQ webpage is acceptable);
- (k) the NOI and the acknowledgement of provisional and non-provisional authorization for primary operators of large construction sites, and the TCEQ site notice for small construction sites and for secondary operators of large construction sites;
- (l) if signatory authority is delegated by an authorized representative, then a copy of the formal notification to TCEQ, as required by 30 TAC 305.128 relating to Signatories to Reports must be filed in the SWP3 and made available for review upon request by TCEQ or local MS4 Operator. For primary operators of large construction activities, the formal notification to TCEQ must be submitted either electronically through

STEERS, TCEQ's electronic reporting system, or, if qualifying for an electronic reporting waiver, by paper on a Delegation of Signatories form. For operators or small construction activities, the formal notification to TCEQ must be submitted by paper on a Delegation of Signatories form.

- (m) stormwater and allowable non-stormwater discharge locations, including storm drain inlets on site and in the immediate vicinity of the construction site where construction support activities will occur; and
- (n) locations of all pollutant-generating activities at the construction site and where construction support activities will occur, such as the following: Paving operations; concrete, paint and stucco washout and water disposal; solid waste storage and disposal; and dewatering operations.
- 2. A description of the BMPs that will be used to minimize pollution in runoff.

The description must identify the general timing or sequence for installation and implementation. At a minimum, the description must include the following components:

- (a) General Requirements
  - i. Erosion and sediment controls must be designed to retain sediment on-site to the extent practicable with consideration for local topography, soil type, and rainfall.
  - ii. Control measures must be properly selected, installed, and maintained according to good engineering practices, and the manufacturer's or designer's specifications.
  - iii. Controls must be developed to minimize the offsite transport of litter, construction debris, construction materials, and other pollutants required of Part IV.D.
- (b) Erosion Control and Stabilization Practices

The SWP3 must include a description of temporary and permanent erosion control and stabilization practices for the construction site, where small or large construction activity will occur. The erosion control and stabilization practices selected by the permittee must be compliant with the requirements for sediment and erosion control, located in Part IV. of this permit. The description of the SWP3 must also include a schedule of when the practices will be implemented. Site plans must ensure that existing vegetation at the construction site is preserved where it is possible.

- i. Erosion control and stabilization practices may include but are not limited to: establishment of temporary or permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of existing trees and vegetation, slope texturing, temporary velocity dissipation devices, flow diversion mechanisms, and other similar measures.
- ii. The following records must be maintained and either attached to or referenced in the SWP3, and made readily available upon request to the parties listed in Part III.D.1 of this general permit:
  - (A) the dates when major grading activities occur;
  - (B) the dates when construction activities temporarily or permanently cease on a portion of the site; and
  - (C) the dates when stabilization measures are initiated.
- iii. Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding fourteen (14) calendar days. Stabilization

measures that provide a protective cover must be initiated immediately in portions of the site where construction activities have permanently ceased. The term "immediately" is used to define the deadline for initiating stabilization measures. In the context of this requirement, "immediately" means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased. Except as provided in (A) through (D) below, these measures must be completed as soon as practicable, but no more than fourteen (14) calendar days after the initiation of soil stabilization measures:

- (A) where the immediate initiation of vegetative stabilization measures after construction activity has temporarily or permanently ceased due to frozen conditions, non-vegetative controls must be implemented until thawing conditions (as defined in Part I.B. of this general permit) are present, and vegetative stabilization measures can be initiated as soon as practicable.
- (B) in arid areas, semi-arid areas, or drought-stricken areas, as they are defined in Part I.B. of this general permit, where the immediate initiation of vegetative stabilization measures after construction activity has temporarily or permanently ceased or is precluded by arid conditions, other types of erosion control and stabilization measures must be initiated at the site as soon as practicable. Where vegetative controls are infeasible due to arid conditions, and within fourteen (14) calendar days of a temporary or permanent cessation of construction activity in any portion of the site, the operator shall immediately install non-vegetative erosion controls in areas of the construction site where construction activity is complete or has ceased. If non-vegetative controls are infeasible, the operator shall install temporary sediment controls as required in Part III.F.2.(b)iii.(C) below.
- (C) in areas where non-vegetative controls are infeasible, the operator may alternatively utilize temporary perimeter controls. The operator must document in the SWP3 the reason why stabilization measures are not feasible, and must demonstrate that the perimeter controls will retain sediment on site to the extent practicable. The operator must continue to inspect the BMPs at the frequencies established in Part III.F.8.(c) for unstabilized sites.
- (D) the requirement for permittees to initiate stabilization is triggered as soon as it is known with reasonable certainty that construction activity at the site or in certain areas of the site will be stopped for 14 or more additional calendar days. If the initiation or completion of vegetative stabilization is prevented by circumstances beyond the control of the permittee, the permittee must employ and implement alternative stabilization measures immediately. When conditions at the site changes that would allow for vegetative stabilization, then the permittee must initiate or complete vegetative stabilization as soon as practicable.
- iv. Final stabilization must be achieved prior to termination of permit coverage.
- v. TCEQ does not expect that temporary or permanent stabilization measures to be applied to areas that are intended to be left un-vegetated or un-stabilized following construction (e.g., dirt access roads, utility pole pads, areas being used for storage of vehicles, equipment, or materials).

(c) Sediment Control Practices

The SWP3 must include a description of any sediment control practices used to remove eroded soils from stormwater runoff, including the general timing or sequence for implementation of controls. Controls selected by the permittee must be compliant with the requirements in Part IV. of this permit.

- i. Sites With Drainage Areas of Ten (10) or More Acres
  - (A) Sedimentation Basin(s) or Impoundments
    - A sedimentation basin or similar impoundment is required, where (1) feasible, for a common drainage location that serves an area with ten (10) or more acres disturbed at one time. A sedimentation basin or impoundment may be temporary or permanent, and must provide sufficient storage to contain a calculated volume of runoff from a 2vear, 24-hour storm from each disturbed acre drained. When calculating the volume of runoff from a 2-year, 24-hour storm event, it is not required to include the flows from offsite areas and flow from onsite areas that are either undisturbed or have already undergone permanent stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin or similar impoundment. Capacity calculations shall be included in the SWP3. Sedimentation basins must be designed for and appropriate for controlling runoff at the site and existing detention or retention ponds at the site may not be appropriate.
    - (2) Where rainfall data is not available, or a calculation cannot be performed, the sedimentation basin must provide at least 3,600 cubic feet of storage per acre drained until final stabilization of the site.
    - (3) If a sedimentation basin or impoundment is not feasible, then the permittee shall provide equivalent control measures until final stabilization of the site. In determining whether installing a sediment basin or impoundment is feasible, the permittee may consider factors such as site soils, slope, available area, public safety, precipitation patterns, site geometry, site vegetation, infiltration capacity, geotechnical factors, depth to groundwater, and other similar considerations. The permittee shall document the reason that the sediment basins or impoundments are not feasible, and shall utilize equivalent control measures, which may include a series of smaller sediment basins or impoundments.
    - (4) Unless infeasible, when discharging from sedimentation basins and impoundments, the permittee shall utilize outlet structures that withdraw water from the surface.
  - (B) Perimeter Controls: At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions.
- ii. Controls for Sites with Drainage Areas Less than Ten (10) Acres:
  - (A) Sediment traps and sediment basins may be used to control solids in stormwater runoff for drainage locations serving less than ten (10) acres. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions.

- (B) Alternatively, a sediment basin that provides storage for a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained may be utilized. Where rainfall data is not available or a calculation cannot be performed, a temporary or permanent sediment basin providing 3,600 cubic feet of storage per acre drained may be provided. If a calculation is performed, then the calculation shall be included in the SWP3.
- (C) If sedimentation basins or impoundments are used, the permittee shall comply with the requirements in Part IV.F. of this general permit.
- 3. Description of Permanent Stormwater Controls

A description of any stormwater control measures that will be installed during the construction process to control pollutants in stormwater discharges that may occur after construction operations have been completed must be included in the SWP3. Permittees are responsible for the installation and maintenance of stormwater management measures, as follows:

- (a) permittees authorized under the permit for small construction activities are responsible for the installation and maintenance of stormwater control measures prior to final stabilization of the site; or
- (b) permittees authorized under the permit for large construction activities are responsible for the installation and maintenance of stormwater control measures prior to final stabilization of the site and prior to submission of an NOT.
- 4. Other Required Controls and BMPs
  - (a) Permittees shall minimize, to the extent practicable, the off-site vehicle tracking of sediments and dust. The SWP3 shall include a description of controls utilized to control the generation of pollutants that could be discharged in stormwater from the site.
  - (b) The SWP3 must include a description of construction and waste materials expected to be stored on-site and a description of controls to minimize pollutants from these materials.
  - (c) The SWP3 must include a description of potential pollutant sources in discharges of stormwater from all areas of the construction site where construction activity, including construction support activities, will be located, and a description of controls and measures that will be implemented at those sites to minimize pollutant discharges.
  - (d) Permittees shall place velocity dissipation devices at discharge locations and along the length of any outfall channel (i.e., runoff conveyance) to provide a non-erosive flow velocity from the structure to a water course, so that the natural physical and biological characteristics and functions are maintained and protected.
  - (e) Permittees shall design and utilize appropriate controls in accordance with Part IV. of this permit to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water from the site.
  - (f) Permittees shall ensure that all other required controls and BMPs comply with all of the requirements of Part IV. of this general permit.
  - (g) For demolition of any structure with at least 10,000 square feet of floor space that was built or renovated before January 1, 1980, and the receiving waterbody is impaired for polychlorinated biphenyls (PCBs):
    - i. implement controls to minimize the exposure of PCB-containing building materials, including paint, caulk, and pre-1980 fluorescent lighting fixtures to precipitation and to stormwater; and

- ii. ensure that disposal of such materials is performed in compliance with applicable state, federal, and local laws.
- 5. Documentation of Compliance with Approved State and Local Plans
  - (a) Permittees must ensure that the SWP3 is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or stormwater management site plans or site permits approved by federal, state, or local officials.
  - (b) SWP3s must be updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment erosion site plans or site permits, or stormwater management site plans or site permits approved by state or local official for which the permittee receives written notice.
  - (c) If the permittee is required to prepare a separate management plan, including but not limited to a WPAP or Contributing Zone Plan in accordance with 30 TAC Chapter 213 (related to the Edwards Aquifer), then a copy of that plan must be either included in the SWP3 or made readily available upon request to authorized personnel of the TCEQ. The permittee shall maintain a copy of the approval letter for the plan in its SWP3.
- 6. Maintenance Requirements
  - (a) All protective measures identified in the SWP3 must be maintained in effective operating condition. If, through inspections or other means, as soon as the permittee determines that BMPs are not operating effectively, then the permittee shall perform maintenance as necessary to maintain the continued effectiveness of stormwater controls, and prior to the next rain event if feasible. If maintenance prior to the next anticipated storm event is impracticable, the reason shall be documented in the SWP3 and maintenance must be scheduled and accomplished as soon as practicable. Erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.
  - (b) If periodic inspections or other information indicates a control has been used incorrectly, is performing inadequately, or is damaged, then the operator shall replace or modify the control as soon as practicable after making the discovery.
  - (c) Sediment must be removed from sediment traps and sedimentation ponds no later than the time that design capacity has been reduced by 50%. For perimeter controls such as silt fences, berms, etc., the trapped sediment must be removed before it reaches 50% of the above-ground height.
  - (d) If sediment escapes the site, accumulations must be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible. If the permittee does not own or operate the off-site conveyance, then the permittee shall work with the owner or operator of the property to remove the sediment.
- 7. Observation and Evaluation of Dewatering Controls Pursuant to Part IV.C. of this General Permit
  - (a) Personnel provided by the permittee must observe and evaluate dewatering controls at a minimum of once per day on the days where dewatering discharges from the construction site occur. Personnel conducting these evaluations must be knowledgeable of this general permit, the construction activities at the site, and the SWP3 for the site. Personnel conducting these evaluations are not required to have signatory authority for reports under 30 TAC § 305.128 (relating to Signatories to Reports).

- (b) Requirements for Observations and Evaluations
  - i. A report summarizing the scope of any observation and evaluation must be completed within 24-hours following the evaluation. The report must also include, at a minimum, the following:
    - (A) date of the observations and evaluation;
    - (B) name(s) and title(s) of personnel making the observations and evaluation;
    - (C) approximate times that the dewatering discharge began and ended on the day of evaluation, or if the dewatering discharge is a continuous discharge that continues after normal business hours, indicate that the discharge is continuous (this information can be reported by personnel initiating the dewatering discharge);
    - (D) estimates of the rate (in gallons per day) of discharge on the day of evaluation;
    - (E) whether or not any indications of pollutant discharge were observed at the point of discharge (e.g., foam, oil sheen, noticeable odor, floating solids, suspended sediments, or other obvious indicators of stormwater pollution); and
    - (F) major observations, including: the locations of where erosion and discharges of sediment or other pollutants from the site have occurred; locations of BMPs that need to be maintained; locations of BMPs that failed to operate as designed or proved inadequate for a particular location; and locations where additional BMPs are needed.
  - ii. Actions taken as a result of evaluations, including the date(s) of actions taken, must be described within, and retained as a part of, the SWP3. Reports must identify any incidents of non-compliance. Where a report does not identify any incidents of non-compliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit. The report must be retained as part of the SWP3 and signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
  - iii. The names and qualifications of personnel making the evaluations for the permittee may be documented once in the SWP3 rather than being included in each report.
- 8. Inspections of All Controls
  - (a) Personnel provided by the permittee must inspect disturbed areas (cleared, graded, or excavated) of the construction site that do not meet the requirements of final stabilization in this general permit, all locations where stabilization measures have been implemented, areas of construction support activity covered under this permit, stormwater controls (including pollution prevention controls) for evidence of, or the potential for, the discharge of pollutants, areas where stormwater typically flows within the construction site, and points of discharge from the construction site.
    - i. Personnel conducting these inspections must be knowledgeable of this general permit, the construction activities at the site, and the SWP3 for the site.
    - ii. Personnel conducting these inspections are not required to have signatory authority for inspection reports under 30 TAC § 305.128 (relating to Signatories to Reports).

- (b) Requirements for Inspections
  - i. Inspect all stormwater controls (including sediment and erosion control measures identified in the SWP3) to ensure that they are installed properly, appear to be operational, and minimizing pollutants in discharges, as intended.
  - ii. Identify locations on the construction site where new or modified stormwater controls are necessary.
  - iii. Check for signs of visible erosion and sedimentation that can be attributed to the points of discharge where discharges leave the construction site or discharge into any surface water in the state flowing within or adjacent to the construction site.
  - iv. Identify any incidents of noncompliance observed during the inspection.
  - v. Inspect locations where vehicles enter or exit the site for evidence of off-site sediment tracking.
  - vi. If an inspection is performed when discharges from the construction site are occurring: identify all discharge points at the site, and observe and document the visual quality of the discharge (i.e., color, odor, floating, settled, or suspended solids, foam, oil sheen, and other such indicators of pollutants in stormwater).
  - vii. Complete any necessary maintenance needed, based on the results of the inspection and in accordance with the requirements listed in Part III.F.6. above.
- (c) Inspection frequencies:
  - i. Inspections of construction sites must be conducted at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater, unless as otherwise provided below in Part III.F.8.(c)ii. v. below.
    - (A) If a storm event produces 0.5 inches or more of rain within a 24-hour period (including when there are multiple, smaller storms that alone produce less than 0.5 inches but together produce 0.5 inches or more in 24 hours), you are required to conduct one inspection within 24 hours of when 0.5 inches of rain or more has fallen. When the 24-hour inspection time frame occurs entirely outside of normal working hours, you must conduct an inspection by no later than the end of the next business day.
    - (B) If a storm event produces 0.5 inches or more of rain within a 24-hour period on the first day of a storm and continues to produce 0.5 inches or more of rain on subsequent days, you must conduct an inspection within 24 hours of the first day of the storm and within 24 hours after the last day of the storm that produces 0.5 inches or more of rain (i.e., only two (2) inspections would be required for such a storm event). When the 24-hour inspection time frame occurs entirely outside of normal working hours, you must conduct an inspection by no later than the end of the next business day.
  - ii. Inspection frequencies must be conducted at least once every month in areas of the construction site that meet final stabilization or have been temporarily stabilized.
  - iii. Inspection frequencies for construction sites, where runoff is unlikely due to the occurrence of frozen conditions at the site, must be conducted at least once every month until thawing conditions begin to occur (see definitions for thawing conditions in Part I.B.). The SWP3 must also contain a record of the approximate beginning and ending dates of when frozen conditions occurred at the site, which resulted in inspections being conducted monthly, while those

conditions persisted, instead of at the interval of once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.

- iv. In arid, semi-arid, or drought-stricken areas, inspections must be conducted at least once every month and within 24 hours after the end of a storm event of 0.5 inches or greater. The SWP3 must also contain a record of the total rainfall measured, as well as the approximate beginning and ending dates of when drought conditions occurred at the site, which resulted in inspections being conducted monthly, while those conditions persisted, instead of at the interval of once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.
- v. As an alternative to the inspection schedule in Part III.F.8.(c)i. above, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, then the inspection must occur regardless of whether or not there has been a rainfall event since the previous inspection.
- vi. The inspection procedures described in Part III.F.8.(c)i. v above can be performed at the frequencies and under the applicable conditions indicated for each schedule option, provided that the SWP3 reflects the current schedule and that any changes to the schedule are made in accordance with the following provisions: the inspection frequency schedule can only be changed a maximum of once per calendar month and implemented within the first five (5) business days of a calendar month; and the reason for the schedule change documented in the SWP3 (e.g., end of "dry" season and beginning of "wet" season).
- (d) Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may provide inspection personnel with limited access to the areas described in Part III.F.8.(a) above.
  - i. Inspection of linear construction sites could require the use of vehicles that could compromise areas of temporary or permanent stabilization, cause additional disturbance of soils, and result in the increase the potential for erosion. In these circumstances, controls must be inspected at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater, but representative inspections may be performed.
  - ii. For representative inspections, personnel must inspect controls along the construction site for 0.25 mile above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the areas described in Part III.F.8.(a) above. The conditions of the controls along each inspected 0.25-mile portion may be considered as representative of the condition of controls along that reach extending from the end of the 0.25-mile portion to either the end of the next 0.25-mile inspected portion, or to the end of the project, whichever occurs first.

As an alternative to the inspection schedule described in Part III.F.8.(c)i. above, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, the inspection must occur regardless of whether or not there has been a rainfall event since the previous inspection.

- iii. the SWP3 for a linear construction site must reflect the current inspection schedule. Any changes to the inspection schedule must be made in accordance with the following provisions:
  - (A) the schedule may be changed a maximum of one time each month;

- (B) the schedule change must be implemented at the beginning of a calendar month, and
- (C) the reason for the schedule change must be documented in the SWP3 (e.g., end of "dry" season and beginning of "wet" season).
- (e) Adverse Conditions.

Requirements for inspections may be temporarily suspended for adverse conditions. Adverse conditions are conditions that are either dangerous to personnel (e.g., high wind, excessive lightning) or conditions that prohibit access to the site (e.g., flooding, freezing conditions). Adverse conditions that result in the temporary suspension of a permit requirement to inspect must be documented and included as part of the SWP3. Documentation must include:

- i. the date and time of the adverse condition,
- ii. names of personnel that witnessed the adverse condition, and
- iii. a narrative for the nature of the adverse condition.
- (f) In the event of flooding or other adverse conditions which prohibit access to the inspection sites, inspections must be conducted as soon as access is practicable. Inspection Reports.
  - i. A report summarizing the scope of any inspection must be completed within 24-hours following the inspection. The report must also include the date(s) of the inspection and major observations relating to the implementation of the SWP3. Major observations in the report must include: the locations of where erosion and discharges of sediment or other pollutants from the site have occurred; locations of BMPs that need to be maintained; locations of BMPs that failed to operate as designed or proved inadequate for a particular location; and locations where additional BMPs are needed.
  - ii. Actions taken as a result of inspections, including the date(s) of actions taken, must be described within, and retained as a part of, the SWP3. Reports must identify any incidents of non-compliance. Where a report does not identify any incidents of non-compliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit. The report must be retained as part of the SWP3 and signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
  - iii. The names and qualifications of personnel making the inspections for the permittee may be documented once in the SWP3 rather than being included in each report.
- (g) The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff. Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event. If implementation before the next anticipated storm event is impracticable, these changes must be implemented as soon as practicable. If necessary, modify your site map to reflect changes to your stormwater controls that are no longer accurately reflected on the current site map.
- 9. The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for all eligible non-stormwater components of the discharge, as listed in Part II.A.3. of this permit.
- 10. The SWP3 must include the information required in Part III.B. of this general permit.

11. The SWP3 must include pollution prevention procedures that comply with Part IV.D. of this general permit.

## Part IV. Erosion and Sediment Control Requirements Applicable to All Sites

Except as provided in 40 CFR §§ 125.30-125.32, any discharge regulated under this general permit, with the exception of sites that obtained waivers based on low rainfall erosivity, must achieve, at a minimum, the following effluent limitations representing the degree of effluent reduction attainable by application of the best practicable control technology currently available (BPT). The BPT are also required by and must satisfy the Effluent Limitations Guideline (ELG) permitting requirement for application of 40 CFR § 450.24 New Source Performance Standards (NSPS), 40 CFR § 450.22 Best Available Technology Economically Achievable (BAT), and 40 CFR § 450.23 Best Conventional Pollutant Control Technology (BCT).

## Section A. Erosion and Sediment Controls

Design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to:

- 1. control stormwater volume and velocity within the site to minimize soil erosion in order to minimize pollutant discharges;
- 2. control stormwater discharges, including both peak flowrates and total stormwater volume, to minimize channel and streambank erosion and scour in the immediate vicinity of discharge point(s);
- 3. minimize the amount of soil exposed during construction activity;
- 4. minimize the disturbance of steep slopes;
- 5. minimize sediment discharges from the site. The design, installation, and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
- 6. provide and maintain appropriate natural buffers around surface water in the state. Direct stormwater to vegetated areas and maximize stormwater infiltration to reduce pollutant discharges, unless infeasible. If providing buffers is infeasible, the permittee shall document the reason that natural buffers are infeasible and shall implement additional erosion and sediment controls to reduce sediment load;
- 7. preserve native topsoil at the site, unless the intended function of a specific area of the site dictates that the topsoil be disturbed or removed, or it is infeasible; and
- 8. minimize soil compaction. In areas of the construction site where final vegetative stabilization will occur or where infiltration practices will be installed, either:
  - (a) restrict vehicle and equipment use to avoid soil compaction; or
  - (b) prior to seeding or planting areas of exposed soil that have been compacted, use techniques that condition the soils to support vegetative growth, if necessary and feasible.

Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it be compacted.

9. TCEQ does not consider stormwater control features (e.g., stormwater conveyance channels, storm drain inlets, sediment basins) to constitute "surface water" for the purposes of triggering the buffer requirement in Part IV.A.(6) above.

# Section B. Soil Stabilization

Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding fourteen (14) calendar days. In the context of this requirement, "immediately" means as soon as practicable, but no later than the end of the next workday, following the day when the earth-disturbing activities have temporarily or permanently ceased. Temporary stabilization must be completed no more than fourteen (14) calendar days after initiation of soil stabilization measures, and final stabilization must be achieved prior to termination of permit coverage. In arid, semi-arid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative non-vegetative stabilization measures must be employed as soon as practicable. Refer to Part III.F.2.(b) for complete erosion control and stabilization practice requirements. In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remain disturbed.

## Section C. Dewatering

Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited, unless managed by appropriate controls to address sediment and prevent erosion. Operators must observe and evaluate the dewatering controls once per day while the dewatering discharge occurs as described in Part III.F.7. of this general permit.

## Section D. Pollution Prevention Measures

Design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented, and maintained to:

- 1. minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
- 2. minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater;
- 3. minimize the exposure of waste materials by closing waste container lids at the end of the workday and during storm events. For waste containers that do not have lids, where the container itself is not sufficiently secure enough to prevent the discharge of pollutants absent a cover and could leak, the permittee must provide either a cover (e.g., a tarp, plastic sheeting, temporary roof) to minimize exposure of wastes to precipitation, stormwater, and wind, or a similarly effective means designed to minimize the discharge of pollutants (e.g., secondary containment). Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use);
- 4. minimize exposure of wastes by implementing good housekeeping measures. Wastes must be cleaned up and disposed of in designated waste containers on days of operation at the site. Wastes must be cleaned up immediately if containers overflow;

- 5. minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures. Where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Part 110, 40 CFR Part 117, or 40 CFR Part 302 occurs during a 24-hour period, you must notify the National Response Center (NRC) at (800) 424-8802 in accordance with the requirements of 40 CFR Part 110, 40 CFR Part 117, and 40 CFR Part 302 as soon as you have knowledge of the release. You must also, within seven (7) calendar days of knowledge of the release, provide a description of the release, the circumstances leading to the release, and the date of the release; and
- 6. minimize exposure of sanitary waste by positioning portable toilets so that they are secure and will not be tipped or knocked over, and so that they are located away from surface water in the state and stormwater inlets or conveyances.

## Section E. Prohibited Discharges

The following discharges are prohibited:

- 1. wastewater from wash out of concrete, unless managed by an appropriate control;
- 2. wastewater from wash out and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
- 3. fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
- 4. soaps or solvents used in vehicle and equipment washing; and
- 5. toxic or hazardous substances from a spill or other release.

#### Section F. Surface Outlets

When discharging from basins and impoundments, utilize outlet structures that withdraw water from the surface, unless infeasible. If infeasible, the permittee must provide documentation in the SWP3 to support the determination, including the specific conditions or time periods when this exception will apply.

#### Part V. Stormwater Runoff from Concrete Batch Plants

Discharges of stormwater runoff from concrete batch plants present at regulated construction sites and operated as a construction support activity may be authorized under the provisions of this general permit, provided that the following requirements are met for concrete batch plant(s) authorized under this permit. Only the discharges of stormwater runoff and non-stormwater from concrete batch plants that meet the requirements of a construction support activity can be authorized under this permit (see the requirements for "Non-Stormwater Discharges" in Part II.A.3. and "Discharges of Stormwater Associated with Construction Support Activity" in Part II.A.2.).

If discharges of stormwater runoff or non-stormwater from concrete batch plants are not authorized under this general permit, then discharges must be authorized under an alternative general permit or individual permit [see the requirement in Part II.A.2.(c)].

This permit does not authorize the discharge or land disposal of any wastewater from concrete batch plants at regulated construction sites. Authorization for these wastes must be obtained under an individual permit or an alternative general permit.

## Section A. Benchmark Sampling Requirements

1. Operators of concrete batch plants authorized under this general permit shall sample the stormwater runoff from the concrete batch plants according to the requirements of this section of this general permit, and must conduct evaluations on the effectiveness of the SWP3 based on the following benchmark monitoring values:

Benchmark	Benchmark Value	Sampling	Sample Type		
Parameter		Frequency			
Oil and Grease (*1)	15 mg/L	1/quarter (*2) (*3)	Grab (*4)		
Total Suspended Solids (*1)	50 mg/L	1/quarter (*2) (*3)	Grab (*4)		
pН	6.0 – 9.0 Standard Units	1/quarter (*2) (*3)	Grab (*4)		
Total Iron (*1)	1.3 mg/L	1/quarter (*2) (*3)	Grab (*4)		

#### **Table 1. Benchmark Parameters**

- (\*1) All analytical results for these parameters must be obtained from a laboratory that is accredited based on rules located in 30 TAC § 25.4 (a) or through the National Environmental Laboratory Accreditation Program (NELAP). Analysis must be performed using sufficiently sensitive methods for analysis that comply with the rules located in 40 CFR §§ 136.1(c) and 122.44(i)(1)(iv).
- (\*2) When discharge occurs. Sampling is required within the first 30 minutes of discharge. If it is not practicable to take the sample, or to complete the sampling, within the first 30 minutes, sampling must be completed within the first hour of discharge. If sampling is not completed within the first 30 minutes of discharge, the reason must be documented and attached to all required reports and records of the sampling activity.
- (\*3) Sampling must be conducted at least once during each of the following periods. The first sample must be collected during the first full quarter that a stormwater discharge occurs from a concrete batch plant authorized under this general permit.
  - January through March
  - April through June
  - July through September
  - October through December

For projects lasting less than one full quarter, a minimum of one sample shall be collected, provided that a stormwater discharge occurred at least once following submission of the NOI or following the date that automatic authorization was obtained under Part II.E.2., and prior to terminating coverage.

(\*4) A grab sample shall be collected from the stormwater discharge resulting from a storm event that is at least 0.1 inches of measured precipitation that occurs at least 72 hours from the previously measurable storm event. The sample shall be collected downstream of the concrete batch plant, and where the discharge exits any BMPs utilized to handle the runoff from the batch plant, prior to commingling with any other water authorized under this general permit. 2. The permittee must compare the results of sample analyses to the benchmark values above, and must include this comparison in the overall assessment of the SWP3's effectiveness. Analytical results that exceed a benchmark value are not a violation of this permit, as these values are not numeric effluent limitations. Results of analyses are indicators that modifications of the SWP3 should be assessed and may be necessary to protect water quality. The operator must investigate the cause for each exceedance and must document the results of this investigation in the SWP3 by the end of the quarter following the sampling event.

The operator's investigation must identify the following:

- (a) any additional potential sources of pollution, such as spills that might have occurred;
- (b) necessary revisions to good housekeeping measures that are part of the SWP3;
- (c) additional BMPs, including a schedule to install or implement the BMPs; and
- (d) other parts of the SWP3 that may require revisions in order to meet the goal of the benchmark values.

Background concentrations of specific pollutants may also be considered during the investigation. If the operator is able to relate the cause of the exceedance to background concentrations, then subsequent exceedances of benchmark values for that pollutant may be resolved by referencing earlier findings in the SWP3. Background concentrations may be identified by laboratory analyses of samples of stormwater run-on to the permitted facility, by laboratory analyses of samples of stormwater run-off from adjacent non-industrial areas, or by identifying the pollutant is a naturally occurring material in soils at the site.

#### Section B. Best Management Practices (BMPs) and SWP3 Requirements

Minimum SWP3 Requirements – The following are required in addition to other SWP3 requirements listed in this general permit, which include, but are not limited to the applicable requirements located in Part III.F.8. of this general permit, as follows:

1. Description of Potential Pollutant Sources – The SWP3 must provide a description of potential sources (activities and materials) that can cause, have a reasonable potential to cause or contribute to a violation of water quality standards or have been found to cause, or contribute to, the loss of a designated use of surface water in the state in stormwater discharges associated with concrete batch plants authorized under this permit. The SWP3 must describe the implementation of practices that will be used to minimize to the extent practicable the discharge of pollutants in stormwater discharges associated with industrial activity and non-stormwater discharges (described in Part II.A.3. of this general permit), in compliance with the terms and conditions of this general permit, including the protection of water quality, and must ensure the implementation of these practices.

The following must be developed, at a minimum, in support of developing this description:

- (a) Drainage The site map must include the following information:
  - i. the location of all outfalls for stormwater discharges associated with concrete batch plants that are authorized under this permit;
  - ii. a depiction of the drainage area and the direction of flow to the outfall(s);
  - iii. structural controls used within the drainage area(s);

- iv. the locations of the following areas associated with concrete batch plants that are exposed to precipitation: vehicle and equipment maintenance activities (including fueling, repair, and storage areas for vehicles and equipment scheduled for maintenance); areas used for the treatment, storage, or disposal of wastes; liquid storage tanks; material processing and storage areas; and loading and unloading areas; and
- v. the locations of the following: any bag house or other dust control device(s); recycle/sedimentation pond, clarifier or other device used for the treatment of facility wastewater (including the areas that drain to the treatment device); areas with significant materials; and areas where major spills or leaks have occurred.
- (b) Inventory of Exposed Materials A list of materials handled at the concrete batch plant that may be exposed to stormwater and precipitation and that have a potential to affect the quality of stormwater discharges associated with concrete batch plants that are authorized under this general permit.
- (c) Spills and Leaks A list of significant spills and leaks of toxic or hazardous pollutants that occurred in areas exposed to stormwater and precipitation and that drain to stormwater outfalls associated with concrete batch plants authorized under this general permit must be developed, maintained, and updated as needed.
- (d) Sampling Data A summary of existing stormwater discharge sampling data must be maintained, if available.
- 2. Measures and Controls The SWP3 must include a description of management controls to regulate pollutants identified in the SWP3's "Description of Potential Pollutant Sources" from Part V.B.1. of this permit, and a schedule for implementation of the measures and controls. This must include, at a minimum:
  - (a) Good Housekeeping Good housekeeping measures must be developed and implemented in the area(s) associated with concrete batch plants.
    - i. Operators must prevent or minimize the discharge of spilled cement, aggregate (including sand or gravel), settled dust, or other significant materials from paved portions of the site that are exposed to stormwater. Measures used to minimize the presence of these materials may include regular sweeping or other equivalent practices. These practices must be conducted at a frequency that is determined based on consideration of the amount of industrial activity occurring in the area and frequency of precipitation, and shall occur at least once per week when cement or aggregate is being handled or otherwise processed in the area.
    - ii. Operators must prevent the exposure of fine granular solids, such as cement, to stormwater. Where practicable, these materials must be stored in enclosed silos, hoppers or buildings, in covered areas, or under covering.
  - (b) Spill Prevention and Response Procedures Areas where potential spills that can contribute pollutants to stormwater runoff and precipitation, and the drainage areas from these locations, must be identified in the SWP3. Where appropriate, the SWP3 must specify material handling procedures, storage requirements, and use of equipment. Procedures for cleaning up spills must be identified in the SWP3 and made available to the appropriate personnel.
  - (c) Inspections Qualified facility personnel (i.e., a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) must be identified to inspect designated equipment and areas of the facility specified in the SWP3. Personnel conducting these inspections are not required to have signatory authority for inspection reports under 30 TAC § 305.128. Inspections of facilities in operation must be performed

once every seven (7) days. Inspections of facilities that are not in operation must be performed at a minimum of once per month. The current inspection frequency being implemented at the facility must be recorded in the SWP3. The inspection must take place while the facility is in operation and must, at a minimum, include all areas that are exposed to stormwater at the site, including material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, truck wash down and equipment cleaning areas. Follow-up procedures must be used to ensure that appropriate actions are taken in response to the inspections. Records of inspections must be maintained and be made readily available for inspection upon request.

- (d) Employee Training An employee training program must be developed to educate personnel responsible for implementing any component of the SWP3, or personnel otherwise responsible for stormwater pollution prevention, with the provisions of the SWP3. The frequency of training must be documented in the SWP3, and at a minimum, must consist of one (1) training prior to the initiation of operation of the concrete batch plant.
- (e) Record Keeping and Internal Reporting Procedures A description of spills and similar incidents, plus additional information that is obtained regarding the quality and quantity of stormwater discharges, must be included in the SWP3. Inspection and maintenance activities must be documented and records of those inspection and maintenance activities must be incorporated in the SWP3.
- (f) Management of Runoff The SWP3 shall contain a narrative consideration for reducing the volume of runoff from concrete batch plants by diverting runoff or otherwise managing runoff, including use of infiltration, detention ponds, retention ponds, or reusing of runoff.
- 3. Comprehensive Compliance Evaluation At least once per year, one or more qualified personnel (i.e., a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) shall conduct a compliance evaluation of the plant. The evaluation must include the following:
  - (a) visual examination of all areas draining stormwater associated with regulated concrete batch plants for evidence of, or the potential for, pollutants entering the drainage system. These include, but are not limited to: cleaning areas, material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, and truck wash down and equipment cleaning areas. Measures implemented to reduce pollutants in runoff (including structural controls and implementation of management practices) must be evaluated to determine if they are effective and if they are implemented in accordance with the terms of this permit and with the permittee's SWP3. The operator shall conduct a visual inspection of equipment needed to implement the SWP3, such as spill response equipment.
  - (b) based on the results of the evaluation, the following must be revised as appropriate within two (2) weeks of the evaluation: the description of potential pollutant sources identified in the SWP3 (as required in Part V.B.1., "Description of Potential Pollutant Sources"); and pollution prevention measures and controls identified in the SWP3 (as required in Part V.B.2., "Measures and Controls"). The revisions may include a schedule for implementing the necessary changes.
  - (c) the permittee shall prepare and include in the SWP3 a report summarizing the scope of the evaluation, the personnel making the evaluation, the date(s) of the evaluation, major observations relating to the implementation of the SWP3, and actions taken in response to the findings of the evaluation. The report must identify any incidents of noncompliance. Where the report does not identify incidences of noncompliance, the report must contain a statement that the evaluation did not identify any

incidence(s), and the report must be signed according to 30 TAC § 305.128 (relating to Signatories to Reports).

(d) the Comprehensive Compliance Evaluation may substitute for one of the required inspections delineated in Part V.B.2.(c) of this general permit.

## Section C. Prohibition of Wastewater Discharges

Wastewater discharges associated with concrete production including wastewater disposal by land application are not authorized under this general permit. These wastewater discharges must be authorized under an alternative TCEQ water quality permit or otherwise disposed of in an authorized manner. Discharges of concrete truck wash out at construction sites may be authorized if conducted in accordance with the requirements of Part VI of this general permit.

# Part VI. Concrete Truck Wash Out Requirements

This general permit authorizes the land disposal of wash out from concrete trucks at construction sites regulated under this general permit, provided the following requirements are met. Any discharge of concrete production wastewater to surface water in the state must be authorized under a separate TCEQ general permit or individual permit.

- **A.** Discharge of concrete truck wash out water to surface water in the state, including discharge to storm sewers, is prohibited by this general permit.
- **B.** Concrete truck wash out water shall be disposed in areas at the construction site where structural controls have been established to prevent discharge to surface water in the state, or to areas that have a minimal slope that allow infiltration and filtering of wash out water to prevent discharge to surface water in the state. Structural controls may consist of temporary berms, temporary shallow pits, temporary storage tanks with slow rate release, or other reasonable measures to prevent runoff from the construction site.
- **C.** Wash out of concrete trucks during rainfall events shall be minimized. The discharge of concrete truck wash out water is prohibited at all times, and the operator shall insure that its BMPs are sufficient to prevent the discharge of concrete truck wash out as the result of rainfall or stormwater runoff.
- **D.** The disposal of wash out water from concrete trucks, made under authorization of this general permit must not cause or contribute to groundwater contamination.
- **E.** If a SWP3 is required to be implemented, the SWP3 shall include concrete wash out areas on the associated site map.

# Part VII. Retention of Records

The permittee must retain the following records for a minimum period of three (3) years from the date that a NOT is submitted as required in Part II.F.1. and 2. of this permit. For activities in which an NOT is not required, records shall be retained for a minimum period of three (3) years from the date that the operator terminates coverage under Section II.F.3. of this permit. Records include:

- **A.** a copy of the SWP3;
- **B.** all reports and actions required by this permit, including a copy of the TCEQ construction site notice;
- **C.** all data used to complete the NOI, if an NOI is required for coverage under this general permit; and
- **D.** all records of submittal of forms submitted to the operator of any MS4 receiving the discharge and to the secondary operator of a large construction site, if applicable.

# Part VIII. Standard Permit Conditions

- **A.** The permittee has a duty to comply with all permit conditions. Failure to comply with any permit condition is a violation of the permit and statutes under which it was issued (CWA and TWC), and is grounds for enforcement action, for terminating, revoking and reissuance, or modification, or denying coverage under this general permit, or for requiring a discharger to apply for and obtain an individual TPDES permit, based on rules located in TWC § 23.086, 30 TAC § 305.66, and 40 CFR § 122.41 (a).
- **B.** Authorization under this general permit may be modified, suspended, revoked and reissued, terminated or otherwise suspended for cause, based on rules located in TWC § 23.086, 30 TAC § 305.66, and 40 CFR § 122.41(f). Filing a notice of planned changes or anticipated non-compliance by the permittee does not stay any permit condition. The permittee must furnish to the executive director, upon request and within a reasonable time, any information necessary for the executive director to determine whether cause exists for modifying, revoking and reissuing, terminating or, otherwise suspending authorization under this permit, based on rules located in TWC § 23.086, 30 TAC § 305.66, and 40 CFR § 122.41 (h). Additionally, the permittee must provide to the executive director, upon request, copies of all records that the permittee is required to maintain as a condition of this general permit.
- **C.** It is not a defense for a discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the permit conditions.
- **D.** Inspection and entry shall be allowed under TWC Chapters 26-28, Texas Health and Safety Code §§ 361.032-361.033 and 361.037, and 40 CFR § 122.41(i). The statement in TWC § 26.014 that commission entry of a facility shall occur according to an establishment's rules and regulations concerning safety, internal security, and fire protection is not grounds for denial or restriction of entry to any part of the facility or site, but merely describes the commission's duty to observe appropriate rules and regulations during an inspection.
- **E.** The discharger is subject to administrative, civil, and criminal penalties, as applicable, under TWC Chapter 7 for violations including but not limited to the following:
  - 1. negligently or knowingly violating the federal CWA §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under CWA § 402, or any requirement imposed in a pretreatment program approved under CWA §§ 402(a)(3) or 402(b)(8);
  - 2. knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under a permit, including monitoring reports or reports of compliance or noncompliance; and
  - 3. knowingly violating CWA §303 and placing another person in imminent danger of death or serious bodily injury.
- **F.** All reports and other information requested by the executive director must be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
- **G.** Authorization under this general permit does not convey property or water rights of any sort and does not grant any exclusive privilege.
- **H.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

- **I.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems that are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.
- **J.** The permittee shall comply with the monitoring and reporting requirements in 40 CFR § 122.41(j) and (l), as applicable.
- **K.** Analysis must be performed using sufficiently sensitive methods for analysis that comply with the rules located in 40 CFR §§ 136.1(c) and 122.44(i)(1)(iv).

# Part IX. Fees

**A.** A fee of must be submitted along with the NOI:

- 1. \$225 if submitting an NOI electronically, or
- 2. \$325 if submitting a paper NOI.
- **B.** Fees are due upon submission of the NOI. An NOI will not be declared administratively complete unless the associated fee has been paid in full.
- **C.** No separate annual fees will be assessed for this general permit. The Water Quality Annual Fee has been incorporated into the NOI fees as described above.

#### **Appendix A: Automatic Authorization**

Periods of Low Erosion Potential by County - Eligible Date Ranges

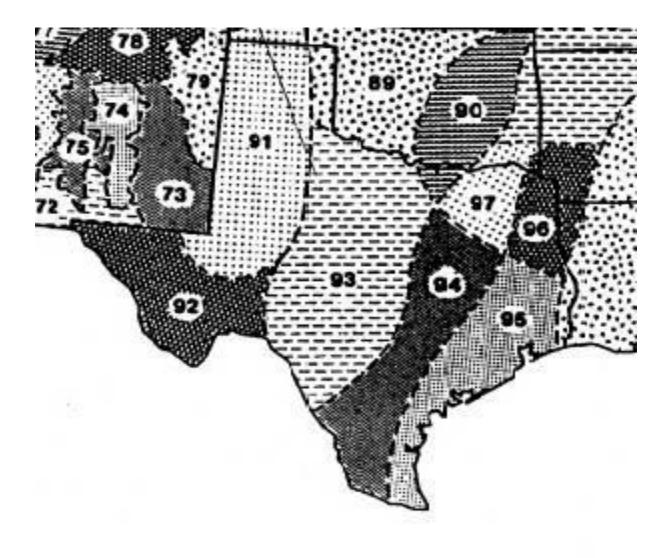
Andrews: Nov. 15 - Apr. 30 Archer: Dec. 15 - Feb. 14 Armstrong: Nov. 15 - Apr. 30 Bailey: Nov. 1 - Apr. 30, or Nov. 15 - May 14 Baylor: Dec. 15 - Feb. 14 Borden: Nov. 15 - Apr. 30 Brewster: Nov. 15 - Apr. 30 Briscoe: Nov. 15 - Apr. 30 Brown: Dec. 15 - Feb. 14 Callahan: Dec. 15 - Feb. 14 Carson: Nov. 15 - Apr. 30 Castro: Nov. 15 - Apr. 30 Childress: Dec. 15 - Feb. 14 Cochran: Nov. 1 - Apr. 30, or Nov. 15 - May 14 Coke: Dec. 15 - Feb. 14 Coleman: Dec. 15 - Feb. 14 Collingsworth: Jan. 1 - Mar. 30, or Dec. 1 - Feb. 28 Concho: Dec. 15 - Feb. 14 Cottle: Dec. 15 - Feb. 14 Crane: Nov. 15 - Apr. 30 Crockett: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30 Crosby: Nov. 15 - Apr. 30 Culberson: Nov. 1 - May 14 Dallam: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30 Dawson: Nov. 15 - Apr. 30 Deaf Smith: Nov. 15 - Apr. 30 Dickens: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30 Dimmit: Dec. 15 - Feb. 14 Donley: Jan. 1 - Mar. 30, or Dec. 1 - Feb. 28 Eastland: Dec. 15 - Feb. 14 Ector: Nov. 15 - Apr. 30 Edwards: Dec. 15 - Feb. 14 El Paso: Jan. 1 - Jul. 14, or May 15 - Jul. 31, or Jun. 1 - Aug. 14, or Jun. 15 - Sept. 14, or Jul. 1 - Oct. 14, or Jul. 15 - Oct. 31, or Aug. 1 - Apr. 30, or Aug. 15 - May 14, or Sept. 1 - May 30, or Oct. 1 - Jun. 14, or Nov. 1 -Jun. 30, or Nov. 15 - Jul. 14 Fisher: Dec. 15 - Feb. 14 Floyd: Nov. 15 - Apr. 30

Foard: Dec. 15 - Feb. 14 Gaines: Nov. 15 - Apr. 30 Garza: Nov. 15 - Apr. 30 Glasscock: Nov. 15 - Apr. 30 Hale: Nov. 15 - Apr. 30 Hall: Feb. 1 - Mar. 30 Hansford: Nov. 15 - Apr. 30 Hardeman: Dec. 15 - Feb. 14 Hartley: Nov. 15 - Apr. 30 Haskell: Dec. 15 - Feb. 14 Hockley: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30 Howard: Nov. 15 - Apr. 30 Hudspeth: Nov. 1 - May 14 Hutchinson: Nov. 15 - Apr. 30 Irion: Dec. 15 - Feb. 14 Jeff Davis: Nov. 1 - Apr. 30 or Nov. 15 - May 14 Jones: Dec. 15 - Feb. 14 Kent: Nov. 15 - Jan. 14 or Feb. 1 - Mar. 30 Kerr: Dec. 15 - Feb. 14 Kimble: Dec. 15 - Feb. 14 King: Dec. 15 - Feb. 14 Kinney: Dec. 15 - Feb. 14 Knox: Dec. 15 - Feb. 14 Lamb: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30 Loving: Nov. 1 - Apr. 30, or Nov. 15 - May 14 Lubbock: Nov. 15 - Apr. 30 Lynn: Nov. 15 - Apr. 30 Martin: Nov. 15 - Apr. 30 Mason: Dec. 15 - Feb. 14 Maverick: Dec. 15 - Feb. 14 McCulloch: Dec. 15 - Feb. 14 Menard: Dec. 15 - Feb. 14 Midland: Nov. 15 - Apr. 30 Mitchell: Nov. 15 - Apr. 30 Moore: Nov. 15 - Apr. 30 Motley: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30 Nolan: Dec. 15 - Feb. 14 Oldham: Nov. 15 - Apr. 30

Parmer: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30 Pecos: Nov. 15 - Apr. 30 Potter: Nov. 15 - Apr. 30 Presidio: Nov. 1 - Apr. 30, or Nov. 15 - May 14 Randall: Nov. 15 - Apr. 30 Reagan: Nov. 15 - Apr. 30 Real: Dec. 15 - Feb. 14 Reeves: Nov. 1 - Apr. 30, or Nov. 15 - May 14 Runnels: Dec. 15 - Feb. 14 Schleicher: Dec. 15 - Feb. 14 Scurry: Nov. 15 - Apr. 30 Shackelford: Dec. 15 - Feb. 14 Sherman: Nov. 15 - Apr. 30 Stephens: Dec. 15 - Feb. 14 Sterling: Nov. 15 - Apr. 30 Stonewall: Dec. 15 - Feb. 14 Sutton: Dec. 15 - Feb. 14

Swisher: Nov. 15 - Apr. 30 Taylor: Dec. 15 - Feb. 14 Terrell: Nov. 15 - Apr. 30 Terry: Nov. 15 - Apr. 30 Throckmorton: Dec. 15 - Feb. 14 Tom Green: Dec. 15 - Feb. 14 Upton: Nov. 15 - Apr. 30 Uvalde: Dec. 15 - Feb. 14 Val Verde: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30 Ward: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30 Wichita: Dec. 15 - Feb. 14 Wilbarger: Dec. 15 - Feb. 14 Winkler: Nov. 1 - Apr. 30, or Nov. 15 - May 14 Yoakum: Nov. 1 - Apr. 30, or Nov. 15 - May 14 Young: Dec. 15 - Feb. 14 Wheeler: Jan. 1 - Mar. 30, or Dec. 1 - Feb. 28 Zavala: Dec. 15 - Feb. 14

# Appendix B: Storm Erosivity (EI) Zones in Texas



#### Figure B. EI Distribution Zones

Adapted from Chapter 2 of USDA Agriculture Handbook 703: "Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U.S. Department of Agriculture, Agricultural Research Service

# **Appendix C: Isoerodent Map**

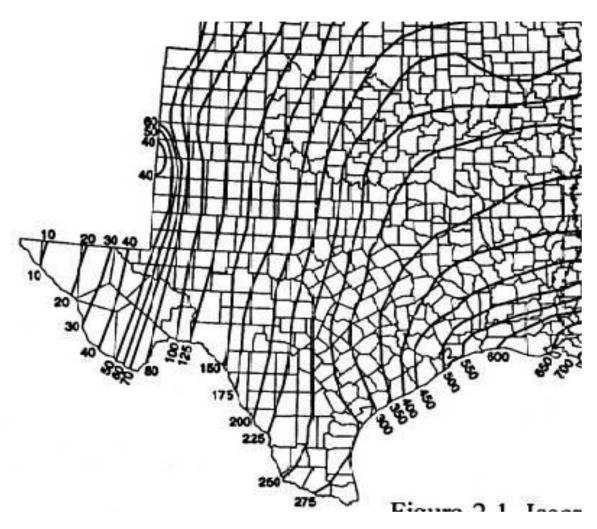


Figure C. Isoerodent Map of Texas. Units are hundreds ft\*tonf\*in(ac\*h\*yr)-1

Adapted from Chapter 2 of USDA Agriculture Handbook 703: "Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U.S. Department of Agriculture, Agricultural Research Service

## **Appendix D: Erosivity Indices for EI Zones in Texas**

Table D. EI as percentage of average annual computed selected geographic areas (EI number) by date period (month/day).

# Date Periods\* (Month/Day)

EI #	1/1	1/16	1/31	2/15	3/1	3/16	3/31	4/15	4/30	5/15	5/30	6/14	6/29	7/14	7/29	8/13	8/28	9/12	9/27	10/12	10/27	11/11	11/26	12/11	12/31
89	0	1	1	2	3	4	7	2	8	27	38	48	55	62	69	76	83	90	94	97	98	99	100	100	100
90	0	1	2	3	4	6	8	13	21	29	37	46	54	60	65	69	74	81	87	92	95	97	98	99	100
91	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100	100
92	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100	100
93	0	1	1	2	3	4	6	8	13	25	40	49	56	62	67	72	76	80	85	91	97	98	99	99	100
94	0	1	2	4	6	8	10	15	21	29	38	47	53	57	61	65	70	76	83	88	91	94	96	98	100
95	0	1	3	5	7	9	11	14	18	27	35	41	46	51	57	62	68	73	79	84	89	93	96	98	100
96	0	2	4	6	9	12	17	23	30	37	43	49	54	58	62	66	70	74	78	82	86	90	94	97	100
97	0	1	3	5	7	10	14	20	28	37	48	56	61	64	68	72	77	81	86	89	92	95	98	99	100
106	0	3	6	9	13	17	21	27	33	38	44	49	55	61	67	71	75	78	81	84	86	90	94	97	100

\*Each period begins on the date listed in the table above and lasts until the day before the following period. The final period begins on December 11 and ends on December 31.

Table adapted from Chapter 2 of USDA Agriculture Handbook 703: "Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U.S. Department of Agriculture, Agricultural Research Service.

#### APPENDIX F

### PERMIT FORMS

NOTICE OF INTENT CONSTRUCTION SITE NOTICE (LARGE) TCEQ CZP APPROVAL LETTER



Texas Commission of	on Environmental Quality
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# Site Information (Regulated Entity)

What is the name of the site to be authorized?	Stonewall Commercial - Jiffy Lube
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	12390 W Hwy 29, approximately 0. NW of Stonewall Pkwy and SH 29
City	Liberty Hill
State	ТХ
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.######)	30.659522
Longitude (W) (-###.#######)	-97.891544
Primary SIC Code	7549
Secondary SIC Code	
Primary NAICS Code	811191
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Stonewall Commercial - Jiffy Lube
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	12390 W Hwy 29, approximately 0 NW of Stonewall Pkwy and SH 29
City	Liberty Hill
State	ТХ
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.######)	30.659522
Longitude (W) (-###.######)	-97.891544
Facility NAICS Code	811191
What is the primary business of this entity?	commercial oil change repair
stomer (Applicant) Information	
How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	
Type of Customer	Corporation

Full legal name of the applicant:

,		
	Legal Name	BH Development 1, LLC
	Texas SOS Filing Number	804826877
	Federal Tax ID	884400333
	State Franchise Tax ID	32087369701
	State Sales Tax ID	
	Local Tax ID	
	DUNS Number	
	Number of Employees	0-20
	Independently Owned and Operated?	Yes
	I certify that the full legal name of the entity a permit has been provided and is legally author in Texas.	
	Responsible Authority Contact	
	Organization Name	BH Development 1, LLC
	Prefix	
	First	Arun
	Middle	
	Last	Balakrishnan
	Suffix	
	Credentials	
	Title	Member
	Responsible Authority Mailing Address	
	Enter new address or copy one from list:	
	Address Type	Domestic
	Mailing Address (include Suite or Bldg. here,	f applicable) 934 NICHOLSON ST
	Routing (such as Mail Code, Dept., or Attn:)	
	City	HOUSTON
	State	ТХ
	ZIP	77008
	Phone (###-###-####)	8323908287
	Extension	
	Alternate Phone (###-####-#####)	
	Fax (###-###-####)	
	E-mail	arunb@abmecorp.com
Арр	lication Contact	
	Person TCEQ should contact for questions ab application:	out this
	Same as another contact?	
	Organization Name	Doucet & Associates Inc

Prefix

, 10.10 AW	ApplicationSumma	yreport
First		Victor
Middle		
Last		Ostiguin Silva
Suffix		
Credentials		PE
Title		Project Engineer
Enter new add	ress or copy one from list:	
Mailing Address		
Address Type		Domestic
Mailing Addres	s (include Suite or Bldg. here, if applicable)	7401 W HIGHWAY 71 STE B160
Routing (such a	as Mail Code, Dept., or Attn:)	
City		AUSTIN
State		ТХ
ZIP		78735
Phone (###-##	#-####)	5125664076
Extension		
Alternate Phon	e (###-###+####)	
Fax (###-###-#	(####)	8005872817
E-mail		vostiguin@doucetengineers.com
NOI General Cl	naracteristics	
1) Is the projec	t or site located on Indian Country Lands?	No
the storage of I	t or site associated to a facility that is licensed for nigh-level radioactive waste by the United States atory Commission under 10 CFR Part 72?	No
, ,	truction activity associated with an oil and gas oduction, processing, or treatment, or transmission	No

### C

1) Is the project or site located on Indian Country Lands?	No
2) Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3) Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	7549
5) If applicable, what is the Secondary SIC Code(s)?	
6) What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	1
7) What is the construction project or site type?	Commercial
8) Is the project part of a larger common plan of development or sale?	Yes
9) What is the estimated start date of the project?	06/01/2023
10) What is the estimated end date of the project?	01/31/2024
11) Will concrete truck washout be performed at the site?	Yes
12) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	South Fork San Gabriel River

6/6/23, 10:10	AM ApplicationSummaryReport	
	13) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1250
	14) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
	14.1) What is the name of the MS4 Operator?	City of Liberty Hill
	15) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
	15.1) I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
	16) I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
	17) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
	18) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes



# LARGE CONSTRUCTION SITE NOTICE

FOR THE

Texas Commission on Environmental Quality (TCEQ) Stormwater Program

**TPDES GENERAL PERMIT TXR150000** 

## **"PRIMARY OPERATOR" NOTICE**

This notice applies to construction sites operating under Part II.E.3. of the TPDES General Permit Number TXR150000 for discharges of stormwater runoff from construction sites equal to or greater than five acres, including the larger common plan of development. The information on this notice is required in Part III.D.2. of the general permit. Additional information regarding the TCEQ stormwater permit program may be found on the internet at:

### http://www.tceq.state.tx.us/nav/permits/wq\_construction.html

Site-Specific TPDES Authorization Number:		
Operator Name:	BH Development 1 LLC	
Contact Name and Phone Number:	Arun Balakrishnan - 832-390-8287	
Project Description: Physical address or description of the site's location, and estimated start date and projected end date, or date that disturbed soils will be stabilized.	12390 W. Hwy. 29 Liberty Hill, TX 78642 Start: 6/01/2023 Finish: 01/31/2024	
Location of Stormwater Pollution Prevention Plan:	Job site trailer	

APPENDIX G

#### **POST-CONSTRUCTION FORMS**

NOTICE OF TERMINATION



TCEQ Office Use Only Permit No: CN: RN: Region:



### Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000

#### IMPORTANT INFORMATION:

Please read and use the General Information and Instructions prior to filling out each question in the form.

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

ePermits: This form is available on our online permitting system. Sign up for online permitting at: <u>https://www3.tceq.texas.gov/steers/</u>

What is the permit number to be terminated?

TXR15 TXRCW

#### Section 1. OPERATOR (Permittee)

- a) What is the Customer Number (CN) issued to this entity? CN
- b) What is the Legal Name of the current permittee?
- c) Provide the contact information for the Operator (Responsible Authority).

Prefix (Mr. Ms. or Miss):
First and Last Name: Suffix:
Title: Credentials:
Phone Number: Fax Number:
Email:
Mailing Address:
City, State, and Zip Code:
Country Mailing Information, if outside USA:

#### Section 2. APPLICATION CONTACT

This is the person TCEQ will contact if additional information is needed regarding this application.

Is the application contact the same as the permittee identified above?

- □ Yes, go to Section 3.
- No, complete section below

Prefix (Mr. Ms. or Miss):

First and Last Name:

Suffix:

Title:

Credentials:

Phone Number:

Fax Number:

Email:

Mailing Address:

City, State, and Zip Code:

Country Mailing Information, if outside USA:

#### Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

- a) TCEQ issued RE Reference Number (RN): RN
- b) Name of project or site as known by the local community:
- c) County, or counties if more than 1:
- d) Latitude: Longitude:
- e) Site Address/Location:

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete Section 3A.

If the site does not have a physical address, provide a location description in Section 3B. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

#### Section 3A: Physical Address of Project or Site:

Street Number and Name:

City, State, and Zip Code:

#### **Section 3B: Site Location Description:**

**Location description:** 

City where the site is located or, if not in a city, what is the nearest city:

Zip Code where the site is located:

#### Section 4. REASON FOR TERMINATION

Check the reason for termination:

- □ Final stabilization has been achieved on all portions of the site that are the responsibility of the Operator and all silt fences and other temporary erosion controls have been removed, or scheduled for removal as defined in the SWP3.
- Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been identified in the SWP3 have been transferred to the new Operator.

- The discharge is now authorized under an alternate TPDES permit.
- The activity never began at this site that is regulated under the general permit.

#### Section 5. CERTIFICATION

**Signatory Name:** 

Signatory Title:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink):	Date:

### Instructions for Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000

GENERAL INFORMATION				
Where to Send the Notice of Termination (NOT):				
BY REGULAR U.S. MAIL:BY OVERNIGHT/EXPRESS MAIL:Texas Commission on Environmental QualityTexas Commission on Environmental QualityStormwater Processing Center (MC-228)Stormwater Processing Center (MC-228)P.O. Box 1308712100 Park 35 CircleAustin, Texas 78711-3087Austin, TX 78753				
TCEQ Contact List:				
Application status and form questions: Technical questions: Environmental Law Division: Records Management - obtain copies of forms: Reports from databases (as available): Cashier's office:	512-239-3700, <u>swpermit@tceq.texas.gov</u> 512-239-4671, <u>swgp@tceq.texas.gov</u> 512-239-0600 512-239-0900 512-239-DATA (3282) 512-239-0357 or 512-239-0187			

#### Notice of Termination Process:

A Notice of Termination is effective on the date postmarked for delivery to TCEQ.

When your NOT is received by the program, the form will be processed as follows:

- 1) Administrative Review: The form will be reviewed to confirm the following:
  - the permit number is provided;
  - the permit is active and has been approved;
  - the entity terminating the permit is the current permittee;
  - the site information matches the original permit record; and
  - the form has the required original signature with title and date.
- 2) Notice of Deficiency: If an item is incomplete or not verifiable as indicated above, a phone call will be made to the applicant to clear the deficiency. A letter will not be sent to the permittee if unable to process the form.
- 3) Confirmation of Termination: A Notice of Termination Confirmation letter will be mailed to the operator.

#### Change in Operator:

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted not later than 10 days prior to the change in Operator status.

#### INSTRUCTIONS FOR FILLING OUT THE FORM

The majority of permit information related to the current operator and regulated entity are available at the following website: <u>http://www2.tceq.texas.gov/wq\_dpa/index.cfm</u>.

#### Section 1. Operator (Current Permittee):

#### a) Customer Number (CN)

TCEQ's Central Registry assigns each customer a number that begins with CN, followed by nine digits. This is not a permit number, registration number, or license number. The Customer Number, for the current permittee, is available at the following website: <a href="http://www2.tceq.texas.gov/wq\_dpa/index.cfm">http://www2.tceq.texas.gov/wq\_dpa/index.cfm</a>.

b) Legal Name of Operator

The operator must be the same entity as previously submitted on the original Notice of Intent for the permit number provided. The current operator name, as provided on the current authorization, is available at the following website: <a href="http://www2.tceq.texas.gov/wq\_dpa/index.cfm">http://www2.tceq.texas.gov/wq\_dpa/index.cfm</a>.

c) Contact Information for the Operator (Responsible Authority) Provide information for person signing the NOT application in the Certification section. This person is also referred to as the Responsible Authority.

Provide a complete mailing address for receiving mail from the TCEQ. Update the address if different than previously submitted for the Notice of Intent or Notice of Change. The mailing address must be recognized by the US Postal Service. You may verify the address on the following website: <u>https://tools.usps.com/go/ZipLookupActionlinput.action.</u>

The phone number should provide contact to the operator.

The fax number and e-mail address are optional and should correspond to the operator.

#### Section 2. Application Contact:

Provide the name, title and contact information of the person that TCEQ can contact for additional information regarding this application.

#### Section 3. Regulated Entity (RE) Information on Project or Site:

- a) Regulated Entity Reference Number (RN)
   A number issued by TCEQ's Central Registry to sites where an activity regulated by TCEQ.
   This is not a permit number, registration number, or license number. The Regulated Entity
   Reference Number is available at the following website:
   <u>http://www2.tceq.texas.gov/wq\_dpa/index.cfm</u>.
- b) Name of the Project or Site Provide the name of the site as known by the public in the area where the site is located.
- c) County Identify the county or counties in which the regulated entity is located.
- d) Latitude and Longitude Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. The latitude and longitude as provided on the current authorization is available at the following website: <u>http://www2.tceq.texas.gov/wq\_dpa/index.cfm</u>.
- e) Site/Project (RE) Physical Address/Location Information The physical address/location information, as provided on the current authorization, is available at the following website: <u>http://www2.tccq.texas.gov/wq\_dpa/index.cfm</u>.

- Section 3A. If a site has an address that includes a street number and street name, enter the complete address for the site. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate the site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.
- Section 3B. If a site does not have an address that includes a street number and street name, provide a complete written location description. For example: "The site is located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1."

Provide the city (or nearest city) and Zip Code of the facility location.

#### Section 4. Reason for Termination:

The Notice of Termination form is only for use to terminate the authorization (permit). The Permittee must indicate the specific reason for terminating by checking one of the options. If the reason is not listed then provide an attachment that explains the reason for termination.

Please read your general permit carefully to determine when to terminate your permit. Permits will not be reactivated after submitting a termination form. The termination is effective on the date postmarked for delivery to TCEQ.

#### Section 5. Certification:

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code §305.44.

#### IF YOU ARE A CORPORATION:

The regulation that controls who may sign an application form is 30 Texas Administrative Code §305.44(a), which is provided below. According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

#### IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a), which is provided below. According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statutes under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a) (3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer as required by the

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512-239-0600.

#### 30 Texas Administrative Code §305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

# **SECTION 5**

### **COPY OF NOTICE OF INTENT**

(NOI)



Texas Commission on	Environmental Quality
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### Site Information (Regulated Entity)

What is the name of the site to be authorized?	Stonewall Commercial - Jiffy Lube			
Does the site have a physical address?	No			
Physical Address				
Because there is no physical address, describe how to locate this site:	12390 W Hwy 29, approximately 0. NW of Stonewall Pkwy and SH 29			
City	Liberty Hill			
State	ТХ			
ZIP	78642			
County	WILLIAMSON			
Latitude (N) (##.######)	30.659522			
Longitude (W) (-###.######)	-97.891544			
Primary SIC Code	7549			
Secondary SIC Code				
Primary NAICS Code	811191			
Secondary NAICS Code				
Regulated Entity Site Information				
What is the Regulated Entity's Number (RN)?				
What is the name of the Regulated Entity (RE)?	Stonewall Commercial - Jiffy Lube			
Does the RE site have a physical address?	No			
Physical Address				
Because there is no physical address, describe how to locate this site:	12390 W Hwy 29, approximately 0 NW of Stonewall Pkwy and SH 29			
City	Liberty Hill			
State	ТХ			
ZIP	78642			
County	WILLIAMSON			
Latitude (N) (##.#####)	30.659522			
Longitude (W) (-###.######)	-97.891544			
Facility NAICS Code	811191			
What is the primary business of this entity?	commercial oil change repair			
stomer (Applicant) Information				
How is this applicant associated with this site?	Operator			
What is the applicant's Customer Number (CN)?				
Type of Customer	Corporation			

Full legal name of the applicant:

,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Legal Name	BH	H Development 1, LLC
	Texas SOS Filing Number	80	4826877
	Federal Tax ID	88	34400333
	State Franchise Tax ID	32	2087369701
	State Sales Tax ID		
	Local Tax ID		
	DUNS Number		
	Number of Employees	0-2	20
	Independently Owned and Operated?	Ye	es
	I certify that the full legal name of the entity a permit has been provided and is legally auth in Texas.		25
	Responsible Authority Contact		
	Organization Name	BH	H Development 1, LLC
	Prefix		
	First	Ar	un
	Middle		
	Last	Ba	alakrishnan
	Suffix		
	Credentials		
	Title	Me	ember
	Responsible Authority Mailing Address		
	Enter new address or copy one from list:		
	Address Type	Do	omestic
	Mailing Address (include Suite or Bldg. here,	if applicable) 93	4 NICHOLSON ST
	Routing (such as Mail Code, Dept., or Attn:)		
	City	но	OUSTON
	State	τ×	<
	ZIP	77	2008
	Phone (###-###-####)	83	23908287
	Extension		
	Alternate Phone (###-###-#####)		
	Fax (###-###-####)		
	E-mail	an	unb@abmecorp.com
Арр	lication Contact		
	Person TCEQ should contact for questions al application:	pout this	
	Same as another contact?		
	Organization Name	Do	oucet & Associates Inc

Prefix

, 10.10 AW	ApplicationSumma	yreport
First		Victor
Middle		
Last		Ostiguin Silva
Suffix		
Credentials		PE
Title		Project Engineer
Enter new add	ress or copy one from list:	
Mailing Address		
Address Type		Domestic
Mailing Addres	s (include Suite or Bldg. here, if applicable)	7401 W HIGHWAY 71 STE B160
Routing (such a	as Mail Code, Dept., or Attn:)	
City		AUSTIN
State		ТХ
ZIP		78735
Phone (###-##	#-####)	5125664076
Extension		
Alternate Phon	e (###-###+####)	
Fax (###-###-#	(####)	8005872817
E-mail		vostiguin@doucetengineers.com
NOI General Cl	naracteristics	
1) Is the projec	t or site located on Indian Country Lands?	No
the storage of I	t or site associated to a facility that is licensed for nigh-level radioactive waste by the United States atory Commission under 10 CFR Part 72?	No
, ,	truction activity associated with an oil and gas oduction, processing, or treatment, or transmission	No

### C

1) Is the project or site located on Indian Country Lands?	No
2) Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3) Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	7549
5) If applicable, what is the Secondary SIC Code(s)?	
6) What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	1
7) What is the construction project or site type?	Commercial
8) Is the project part of a larger common plan of development or sale?	Yes
9) What is the estimated start date of the project?	06/01/2023
10) What is the estimated end date of the project?	01/31/2024
11) Will concrete truck washout be performed at the site?	Yes
12) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	South Fork San Gabriel River

6/6/23, 10:10	AM ApplicationSummaryReport	
	13) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1250
	14) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
	14.1) What is the name of the MS4 Operator?	City of Liberty Hill
	15) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
	15.1) I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
	16) I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
	17) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
	18) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

# **SECTION 6**

### AGENT AUTHORIZATION FORM

# (TCEQ-0599)



#### **Agent Authorization Form** For Required Signature Edwards Aquifer Protection Program Relating to 30 TAC Chapter 213 Effective June 1, 1999 Ashvinkumar V. Patel, Print Name President Title - Owner/President/Other RAJ LIBERTY HILL INVESTMENT, LLC of Corporation/Partnership/Entity Name have authorized \_\_\_\_\_ Arun Balakrishnan Print Name of Agent/Engineer of BH Development 1 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:

Applicant's Signature

THE STATE C § 8 County of Mele

Notary ID #4751441

My Commission Expires

June 2, 2023

BEFORE ME, the undersigned authority, on this day personally appeared <u>Ashvinkumar V. Patel</u>, 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 17 day of Mary, 2023 BETTY DEREESE

Betty DeReese Typed or Printed Name of Notary

MY COMMISSION EXPIRES: 6-2-2023

TCEQ-0599 (Rev.04/01/2010)

	Edwards Aquifer Protection Program Relating to 30 TAC Chapter 213 Effective June 1, 1999
	Arun Balakrishnan
-	Print Name
-	Member Title - Owner/President/Other
of	BH Development 1 LLC Corporation/Partnership/Entity Name
have	authorized Victor Ostiguin Silva, P.E Print Name of Agent/Engineer
of	Doucet & Associates, Inc. Print Name of Firm
the p	for preparing and submitting this plan application to the Texas Commission or ronmental Quality (TCEQ) for the review and approval consideration of regulated
Envir activi	ourpose of preparing and submitting this plan application to the Texas Commission or ronmental Quality (TCEQ) for the review and approval consideration of regulated ities.
Envir activi	The applicant is responsible for compliance with 30 Texas Administrative Cod
I also	
I also	The applicant is responsible for compliance with 30 Texas Administrative Cod Chapter 213 and any condition of the TCEQ's approval lefter.
l also	<ul> <li>Durpose of preparing and submitting this plan application to the Texas Commission or ronmental Quality (TCEQ) for the review and approval consideration of regulated ities.</li> <li>D understand that:</li> <li>The applicant is responsible for compliance with 30 Texas Administrative Cod Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorize to assess administrative penalties of up to \$10,000 per day per violation.</li> <li>For those submitting an application who are not the property owner, but who have th right to control and possess the property, additional authorization is required from th owner.</li> <li>Application fees are due and payable at the time the application is submitted. Th application fee must be sent to the TCEQ cashier or to the appropriate regional effect.</li> </ul>
I also 1. 2.	<ul> <li>Durpose of preparing and submitting this plan application to the Texas Commission or ronmental Quality (TCEQ) for the review and approval consideration of regulated ities.</li> <li>D understand that:</li> <li>The applicant is responsible for compliance with 30 Texas Administrative Cod Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorize to assess administrative penalties of up to \$10,000 per day per violation.</li> <li>For those submitting an application who are not the property owner, but who have th right to control and possess the property, additional authorization is required from th owner.</li> <li>Application fees are due and payable at the time the application is submitted. Th application fee must be sent to the TCEQ cashier or to the appropriate regional officer The application will not be considered until the correct fee is received by th commission.</li> </ul>
I also 1. 2.	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 officer.

SIGNATURE PAGE:

Applicant's Signature

5/10/2023 Date

THE STATE OF TEXAS § County of Williamson § JANIE PATTILLO Notary Public, State of Texas Comm. Expires 06-23-2026 Notary ID 12563629-4

BEFORE ME, the undersigned authority, on this day personally appeared Actor Bullerichnecknown 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 10 day of May , 2023.

A anii Pattillo NOTARY PUBLIC

JANIE PATTILLO Typed or Printed Name of Notary

MY COMMISSION EXPIRES: 4-23-2026

TCEQ-0599 (Rev.04/01/2010)

Page 2 of 2

#### COMMITMENT FOR TITLE INSURANCE T-7

#### **ISSUED BY**

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE A

Effective Date: December 20, 2022, 8:00 am

GF No. 2248452-LBH

Commitment No. \_\_\_\_\_, issued January 3, 2023, 8:00 am

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1) (Not applicable for improved one-to-four family residential real estate) Policy Amount: **\$874,684.00** PROPOSED INSURED: **BH Development 1 LLC**
- TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R) Policy Amount: PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2) Policy Amount: PROPOSED INSURED: Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R) Policy Amount: PROPOSED INSURED: Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13) Binder Amount: PROPOSED INSURED: Proposed Borrower:
- f. OTHER Policy Amount: PROPOSED INSURED:
- 2. The interest in the land covered by this Commitment is: **Fee Simple**
- 3. Record title to the land on the Effective Date appears to be vested in:

#### RAJ Liberty Hill Investment, LLC

4. Legal description of land:

Lot 3C, Block A, REPLAT OF LOT 3, BLOCK A, OF STONE WALL RANCH SUBDIVISION, SECTION 1, according to the map or plat thereof, recorded in Document No. 2021174758, Official Public Records, Williamson County, Texas.

#### SCHEDULE B

#### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

#### Schedule B & C Documents - Click Here to View

Cabinet Y, Slide 341, Plat Records, Plat Document No. 2021174758, Official Public Records, Document No. (s) 2016065340, 2018070869, 2022081495, (Lots 3A and 3C) Official Public Records, Williamson County, Texas, and Williamson County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.

- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
- 4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

- 5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
- 6. The terms and conditions of the documents creating your interest in the land.
- 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
- 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

#### Continuation of Schedule B

- The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - Building setback lines as shown on the recorded plat Cabinet Y, Slide 341, Plat Records, Williamson County, Texas. 50 feet along the property line abutting State Highway 29 West. (Lot 3, Block A)
  - b. Building setback lines as stated on the recorded plat and dedication set out in Schedule A hereof. Building setback lines shall be in accordance with Chapter 4 Zoning and Lot Design Standards, City of Liberty Hill Unified Development Code.
  - c. Easement as stated on the plat and dedication set out in Schedule A hereof:

Purpose:Public Utility EasementLocation:Ten (10) foot wide abutting and along the street side property line ishereby dedicated for all street side property lots shown hereon.

- d. Building setback lines as set forth on the recorded plat and dedication set out in Schedule A hereof. Fifty (50) feet along the front lot line.
- e. Easement as shown on the plat and dedication set out in Schedule A hereof:

Purpose:Storm Sewer EasementLocation:Ten (10) feet along a portion of the front lot line, said easement alsorecorded in Document No. 2016065342, Official Public Records, Williamson County,Texas.

f. Easement as shown on the plat and dedication set out in Schedule A hereof:

Purpose:Waste Water EasementLocation:Fifteen (15) feet traversing along the front portion of lot, saideasement also recorded in Document No. 2008042181. Official Public Records.

Williamson County, Texas.

g. Easement as shown on the plat and dedication set out in Schedule A hereof:

Purpose:	Forty (40) foot Access and Drainage Easement
Location:	Being 15.85 feet along the rear lot line

- h. Easement as shown on the plat Cabinet Y, Slide 341, Plat Records, Williamson County, Texas: Purpose: Access Location: A portion of a 50' by 50' on the both front corners of said lot. (Lot 3,
  - Block A)
- i. Easement as shown on the plat Cabinet Y, Slide 341, Plat Records, Williamson County, Texas: Purpose: Drainage Location: 25 feet off the west side lot line and being 30 feet in width running parallel and adjacent. (Lot 3, Block A)
- j. Terms, Conditions, and Stipulations in the Declaration of Easements and Restrictions by the Declarant Liberty Hill Stonewall Partners, LP, Texas limited partnership:

Recorded: Document No. 2016065340, Official Public Records, Williamson County, Texas. (Lot 3 and 4, Block A)

- k. Terms, Conditions, and Stipulations in the Storm Sewer Easement Agreement by and between Liberty Hill Stonewall Partners, LP, Texas limited partnership and CST Stations Texas, LLC: Recorded: Document No. 2016065342, Official Public Records, Williamson County, Texas. (Lot 3, Block A)
- I. Terms, Conditions, and Stipulations in the Easements, Covenants and Restriction Agreement by and between Liberty Hill Stonewall Partners, LP, Texas limited partnership and AutoZone Parts, Inc.:

Recorded: Document No. 2018070869, Official Public Records, Williamson County, Texas.(Lot 3, Block A)

m. Terms, Conditions, and Stipulations in the Joint Access Easement by and between Liberty Hill Stonewall Partners, LP, Texas limited partnership and Stonewall Ranch Commercial, J.V., a Texas joint venture:

Recorded: Document No. 2019031617, Official Public Records, Williamson County, Texas. (Lot 3, Block A)

n. Terms, Conditions, and Stipulations in the Development Agreement by and between Liberty Hill Stonewall Partners, LP, Texas limited partnership and Stonewall Ranch Commercial, J.V., a Texas joint venture:

Recorded: Document No. 2020003986, Official Public Records, Williamson County, Texas. (Lot 3, Block A)

- o. Terms, Conditions, and Stipulations in the Ordinance No. 05-O-77 Agreement: Recorded: Document No. 2005098143, Official Public Records, Williamson County, Texas.
- p. Easement:

Recorded:	Volume 571, Page 200, Deed Records, Williamson County, Texas.
To:	Pedernales Electric Cooperative, Inc.
Purpose:	Electric and/or telephone transmission or distribution line or system

q. Easement:

Recorded:	Volume 1155, Page 252, Official Records, Williamson County, Texas.
To:	Chisholm Trail Water Supply Corp.
Purpose:	Potable Water Pipeline

r. Easement:

Recorded:Document No.(s) 2005043695 and 2005045053, Official PublicRecords, Williamson County, Texas, as further affected by Consent to UtilityEasement recorded in Document No. 2005081292, Official Public Records,Williamson County, Texas.To:Pedernales Electric Cooperative, Inc.Purpose:Utility .

s. Easement:

Recorded: Document No. 2005043694, corrected in Document No. 2005045052, Official Public Records, Williamson County, Texas. Purpose: Utility Easement.

#### t. Easement:

Recorded:Document No. 2006021543, Official Public Records, WilliamsonCounty, Texas.To:Chisholm Trail Special Utility DistrictPurpose:Waterline Easement .

#### u. Easement:

Recorded:Document No. 2008042181, Official Public Records, WilliamsonCounty, Texas.To:City of Liberty HillPurpose:Wastewater Collection and Transmission Systems Easement

v. Mineral and/or royalty interest:

Recorded: Volume 295, Page 438, Deed Records, Williamson County, Texas. Title to said interest has not been researched subsequent to the date of the above referenced instrument.

w. Mineral and/or royalty interest:

Recorded: Volume 484, Page 521, Deed Records, Williamson County, Texas. Title to said interest has not been researched subsequent to the date of the above referenced instrument.

x. Mineral and/or royalty interest:

Recorded: Volume 300, Page 291, Deed Records, Williamson County, Texas. Title to said interest has not been researched subsequent to the date of the above referenced instrument.

y. Mineral and/or royalty interest:

Recorded: Volume 726, Page 675, Deed Records, Williamson County, Texas. Title to said interest has not been researched subsequent to the date of the above referenced instrument.

- z. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- aa. Rights of Parties in Possession. (Owner Policy)
- bb. Deleted
- cc. Deleted

#### SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

- 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- 2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- 3. You must pay the seller or borrower the agreed amount for your property or interest.
- 4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

#### 5. Deed of Trust to secure a Note:

Recorded: Texas	Document No. 2022107869, Official Public Records, Williamson County,
Grantor:	RAJ Liberty Hill Investment, LLC, a Texas limited liability company
Trustee:	Darrell G. Adams
Beneficiary:	PLAINSCAPITAL BANK
Amount:	\$1,100,000.00
Dated:	9/9/2022

- 6. NOTICE: It appears that Ashvinkumar V. Patel aka A.V. Patel, as Manager is authorized to execute all documents on behalf of RAJ Liberty Hill Investment, LLC in connection to this transaction. Note: Company has obtained verification from the State Comptroller that said company is in good standing, as of 3/31/2022.
- 7. In regards to BH Development 1 LLC, company must be furnished the following in order to determine the identity of the person(s) with authority to sign documents:

a) Copy of the Articles of Formation (formerly Organization), and all amendments thereto.

b) Copy of the Rules and Regulations or Operating Agreement.

c) Copy of proof of registration and evidence of good standing in entity's state or nation of domicile.

8. Deleted.

- 9. Payment of any and all ad valorem taxes which may be due and payable on the subject property.
- 10. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.
- 11. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
- 12. ARBITRATION: The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}
- 13. NOTICE: Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. Optional endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for said endorsement is \$50 per policy.
- NOTICE: Chain of Title covering a period of 60 months, showing the following documents filed in the Official Public Records: Vesting Deed Document No. 2021063595, Prior Deed Document No. 2013103245
- 15. ADVISORY NOTICE: Company has approved the land title survey dated 12/21/2022, prepared by Travis L. Quicksall, R.P.L.S. No. 6447. Upon request, and payment of any promulgated premium, Item No. 2 of Schedule "B" may be amended on the Title Policy to read: "shortages in area". If the survey being used is not current, Company must obtain an acceptable T.47 Real Property Affidavit to confirm that no improvements or changes have been made to the subject property since the certification date shown on the survey. Please note, the survey plat provided may not reflect or locate each of the dedicated easements or building lines set out as specific exceptions or contained in restrictive covenants set out on Schedule B. Proposed insured Buyer and/or Lender should review prior to closing.

Countersigned Independence Title

Julitéstermen

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE D

#### GF No. 2248452-LBH

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

#### DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CRAIG R. SMIDDY DENNIS P. VAN MIEGHEM RANDE K. YEAGER STEVEN J. BATEMAN PETER B. MCNITT KOVALESKI HARRINGTON BISCHOF JOHN M. DIXON ARNOLD L. STEINER JIMMY A. DEW CHARLES F. TITTERTON GLENN W. REED STEVE R. WALKER A. C. ZUCARO FREDERICKA TAUBITZ SPENCER LEROY, III CHARLES J.

#### OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CAROLYN J. MONROE, President RANDE K. YEAGER, Executive Chariman MARK A. BILBREY, CEO JEFFERY J. BLUHM, Executive Vice President MARK M. BUDZINSKI, Executive Vice President CURTIS J. HOFFMAN, Executive Vice President DANA C. SOLMS. Executive Vice President PATRICK A. CONNOR. Executive Vice President DANIEL M. WOLD, Executive Vice President, Secretary, General Counsel BENEDICT CORBETT, Vice President, Treasurer GARY J. HORN, Executive Vice President ROGER A. GAIO, Executive Vice President CHERYL JONES, Executive Vice President ROBERT E. ZELLAR, Executive Vice President CHRIS G. LIESER, Executive Vice President MICHAEL B. SKALKA, Executive Vice President

Shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. The following disclosures are made by the Title Insurance Agent Secured Land Transfers, LLC dba Independence Title issuing this commitment:

(a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
 TRG Maryland Holdings LLC

(b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

#### Title Resource Group LLC

(c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent are as follows:

Scott Storck, President; Donald J. Casey, Chief Executive Officer; Sriram Someshwara, Senior Vice President and Chief Financial Officer; Michael P. Gozdan, Senior Vice President and Secretary; Marilyn J. Wasser, Executive Vice President and Assistant Secretary; Donald W. Evans, Jr., Senior Vice President ; Robert Fitzpatrick, Senior Vice President; Lynette K. Gladdis, Senior Vice President and Assistant Secretary; Timothy B. Gustavson, Senior Vice President; Deborah

Effective Date: December 20, 2022, 8:00 am

Higgins, Senior Vice President; Thomas N. Rispoli, Senior Vice President and Assistant Secretary; Seth I. Truwit, Senior Vice President and Assistant Secretary; Walter Patrick Mullen, Senior Vice President; Brian Alan Pitman, Vice President; Jay Fitzgerald, Vice President.

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is disclosed in paragraph 3.
- (e) For purposes of this paragraph 2, "having, owning, or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
- 3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium<sup>\*</sup> is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$0.00

To Whom

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company: 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount

For Services

" 'The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

### Old Republic National Title Insurance Company

Premium Amount	Rate Rules	Property	County	Liability at			
		Туре	Code	Reissue Rate			
1	2	3	4	5	6	7	8
		3	491				

# **SECTION 7**

### **APPLICATION FEE FORM**

# (TCEQ-0574)



# **Application Fee Form**

Texas Commission on Environmental Quality				
Name of Proposed Regulated Entity: Stonewall Commercial - Jiffy Lube				
Regulated Entity Location: 0.25 MI NW of Stonewall Pkwy and SH 29				
Name of Customer: <u>BH Developm</u>	ent 1 LLC			
Contact Person: Victor Ostiguin Si	<u>lva, PE</u> Phor	ne: <u>512-566-4076</u>		
Customer Reference Number (if is	ssued):CN			
Regulated Entity Reference Numb	er (if issued):RN			
Austin Regional Office (3373)				
Hays	Travis	XW	illiamson	
San Antonio Regional Office (336	2)			
Bexar	Medina		valde	
			alue	
Comal	Kinney			
Application fees must be paid by				
Commission on Environmental Q	•	,	•	
form must be submitted with you	ur fee payment. This p	ayment is being submi	itted to:	
🔀 Austin Regional Office	S	an Antonio Regional O	office	
Mailed to: TCEQ - Cashier		Vernight Delivery to: 1	CEQ - Cashier	
Revenues Section	1	.2100 Park 35 Circle		
Mail Code 214	B	Building A, 3rd Floor		
P.O. Box 13088	Ą	ustin, TX 78753		
Austin, TX 78711-3088 (512)239-0357				
Site Location (Check All That App	ly):			
Recharge Zone	Contributing Zone	🗌 Transi	tion Zone	
Type of Pla	n	Size	Fee Due	
Water Pollution Abatement Plan,	Contributing Zone			
Plan: One Single Family Residentia	al Dwelling	Acres	\$	
Water Pollution Abatement Plan,	Contributing Zone			
Plan: Multiple Single Family Resid	ential and Parks	Acres	\$	
Water Pollution Abatement Plan,	Contributing Zone			
Plan: Non-residential		1.00 Acres	\$ 4,000	
Sewage Collection System		L.F.	\$	
Lift Stations without sewer lines		Acres	\$	
Underground or Aboveground Sto	orage Tank Facility	Tanks	\$	
Piping System(s)(only)		Each	\$	
Exception		Each	\$	
Extension of Time		Each	\$	
Signature: <u>1/1 Other</u> Date: <u>6/01/2023</u>				

# **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

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,	< 1	\$3,000
multi-family residential, schools, and other sites	1 < 5	\$4,000
where regulated activities will occur)	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

2488-001

#### **SECTION 8**

#### COPY OF CHECK PAYABLE TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

**\*\*OMITTED FOR PRIVACY\*\*** 



#### **SECTION 9**

#### **CORE DATA FORM**

#### (TCEQ-10400)





## **TCEQ Core Data Form**

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

#### **SECTION I: General Information**

1. Reason for Submission (If other is checked please describe in space provided.)					
New Permit, Registration or Authorization ( <i>Core Data Form should be submitted with the program application.</i> )					
Renewal (Core Data Form should be submitted with the	e renewal form)	Other			
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in	3. Regulated Entity Reference Number (if issued)			
CN	<u>Central Registry**</u>	RN			

#### **SECTION II: Customer Information**

4. General Cu	istomer Ir	formation	5. Effective	Date for Cu	ustome	er Inf	formation	Update	es (mm/dd/	vvvv)		5/5/2023
		lionnation	51 Encourte	5. Effective Date for Customer Information Updates (mm/dd/yyyy)       5/5/2023				5/5/2020				
New Custor		E	Update to Custo					0	egulated Ent	ity Owne	ership	
Change in Le	egal Name	(Verifiable with the	Texas Secretary c	of State or Tex	as Com	ptroll	ler of Public	Accour	nts)			
The Custome	r Name sı	bmitted here mo	ay be updated a	utomatical	ly base	ed on	n what is cu	urrent	and active	with th	e Texas Secr	etary of State
(SOS) or Texa	s Comptro	oller of Public Ac	counts (CPA).		-							
6. Customer I	Legal Nam	e (If an individual,	print last name fi	rst: eg: Doe, J	lohn)			<u>If nev</u>	v Customer, i	enter pre	evious Custome	er below:
BH Developme	nt 1 LLC											
7. TX SOS/CP	A Filing N	umber	8. TX State	<b>Tax ID</b> (11 d	igits)			9. Fe	deral Tax II	D	10. DUNS I	Number (if
804826877								(9 dig	its)		applicable)	
								88-44	00333			
11. Type of C	ustomer:	🔀 Corp	oration				🗌 Individ	ndividual Partnership: 🗌 General 🔲			eral 🗌 Limited	
Government:	City 🗌 🤇	County 🗌 Federal	🗌 Local 🔲 State	e 🗌 Other			Sole Pr	oprieto	orship	🗌 Otł	ner:	
12. Number o	of Employ	ees						13. lı	ndepender	tly Ow	ned and Ope	erated?
⊠ 0-20 □ 2	21-100	] 101-250 ] 2	51-500 🗌 501	and higher				🛛 Ye	es [	No		
14. Customer	<b>Role</b> (Pro	posed or Actual) –	as it relates to the	Regulated Ei	ntity list	ted or	n this form. I	Please d	check one of	the follo	wing	
Owner		🛛 Operator	0	wner & Opera	ator				Other:			
	al Licensee	Responsible	Party	VCP/BSA App	olicant							
15. Mailing	934 Nich	olson Street										
10. 100000												
Address:	City	Houston		State	ТХ		ZIP	7700	2		ZIP + 4	
							,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			2		
16. Country Mailing Information (if outside USA)					17. E-Mail Address (if applicable)							
						arunb@abmecorp.com						
18. Telephone Number 19. Extension or			on or C	ode			20. Fax N	umber	(if applicable)			

#### **SECTION III: Regulated Entity Information**

tity Informat	ion (If 'New Regulate	d Entity" is selee	cted, a new pe	ermit applica	ntion is also required.)		
New Regulated Entity Update to Regulated Entity Name Update to Regulated Entity Information							
The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).							
<b>ie</b> (Enter name	of the site where the	regulated action	n is taking pla	ce.)			
Stonewall Commercial - Jiffy Lube							
					1		Γ
City		State		ZIP		ZIP + 4	
If no Street Address is provided, fields 25-28 are required.							
	Update to F me submitted me (Enter name Lube	Update to Regulated Entity Name ne submitted may be updated, i ne (Enter name of the site where the Lube City	Update to Regulated Entity Name Update  Description  Desc	□ Update to Regulated Entity Name       □ Update to Regulated Entity Name         Ime submitted may be updated, in order to meet TCEQ Cord         Ime (Enter name of the site where the regulated action is taking place         Lube         City       State	Update to Regulated Entity Name       Update to Regulated Entity Inform         Ine submitted may be updated, in order to meet TCEQ Core Data Star         Ine (Enter name of the site where the regulated action is taking place.)         Lube         City       State       ZIP	ne submitted may be updated, in order to meet TCEQ Core Data Standards (removal of c ne (Enter name of the site where the regulated action is taking place.) Lube City State State ZIP	Update to Regulated Entity Name   Update to Regulated Entity Information In submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organization The (Enter name of the site where the regulated action is taking place.) Lube City State ZIP ZIP 4

25. Description to Physical Location:	0.25 MI NW	of Stonewall Pkwy ar	nd SH 29						
26. Nearest City						State		Nea	rest ZIP Code
Liberty Hill						ТХ		7864	2
Latitude/Longitude are r	•				Data Standa	rds. (Geoc	oding of th	e Physical	Address may be
used to supply coordinat	es where no	ne have been prov	ided or to gain	accuracy).					
27. Latitude (N) In Decim	al:	30.659522		28. L	ongitude (V	V) In Decim	nal:	-97.89154	14
Degrees	Minutes	Sec	conds	Degre	ees	Mi	nutes		Seconds
30°		39'	34.28"		-97°		53'		29.56"
29. Primary SIC Code	30.	Secondary SIC Cod	le	31. Prima	ry NAICS Co	de	32. Seco	ndary NAI	CS Code
(4 digits)	(4 d	igits)		(5 or 6 digits) (5 or 6 digits)				its)	
7549				811191					
33. What is the Primary E	Business of t	his entity? (Do no	t repeat the SIC o	r NAICS desci	ription.)		1		
commercial real estate deve	opment								
	934 Nichol	son Street							
34. Mailing									
Address:	City	Houston	State	тх	ZIP	77008		ZIP + 4	
35. E-Mail Address:	aru	nb@abmecorp.com							
36. Telephone Number		3	7. Extension or	Code	38. F	ax Numbei	(if applicab	le)	
( 832 ) 390-8287					(	) -			

**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. See the Core Data Form instructions for additional guidance.

Dam Safety	Districts	Edwards Aquifer	Emissions Inventory Air	Industrial Hazardous Waste
		Contributing Zone		
Municipal Solid Waste	New Source Review Air	OSSF	Petroleum Storage Tank	D PWS
Sludge	Storm Water	Title V Air		Used Oil
Voluntary Cleanup	Wastewater	Wastewater Agriculture	Water Rights	Other:

#### **SECTION IV: Preparer Information**

40. Name:	Victor Ostiguin Silva, P.E.			41. Title:	Project Engineer	
42. Telephone Number 43. Ext./Code			44. Fax Number	45. E-Mail Address		
( 512 ) 566-4076			( 800 ) 587-2817	vostiguin@d	oucetengineers.com	

#### **SECTION V: Authorized Signature**

**46.** By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	Doucet & Associates, Inc.	Job Title:	Project En		
Name (In Print):	Victor Ostiguin Silva, P.E.			Phone:	( 512 ) 566- <b>4076</b>
Signature:	1/str Osto			Date:	6/01/2023

#### **SECTION 10**

#### **CONSTRUCTION PLANS**

SI	HEET INDEX
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	FINAL PLAT
-4	SURVEY
5	EROSION & SEDIMENTATION CONTROL PLAN
-6	TREE PRESERVATION PLAN
7	EXISTING DRANGE AREA PLAN
8	PROPOSED DRAINAGE AREA PLAN
9	DRAINAGE MAP & STORMSEWER ANALYSIS
10	SITE PLAN
11	GRADING PLAN
- 12	UTILITY PLAN
13	EROSION CONTROL DETAILS
14	SITE DETAILS 1 OF 2
15	SITE DETAILS 2 OF 2
16	DRAINAGE DETAILS
17	DRY UTILITY DETAILS
-18	WATER DETAILS
-19	WASTEWATER DETAILS 1 OF 2
20	WASTEWATER DETAILS 2 OF 2
-21	LANDSCAPE PLAN 1 OF 2
22	LANDSCAPE, PLAN 2 OF 2
-23	LIGHTING PLAN-



OWNER/DEVELOPER ABME AUTO SERVICES 934 NICHOLSON STREET HOUSTON, TX 77008 (817) 629–2610 TELEPHONE

ENGINEER VICTOR OSTIGUIN SILVA, PE #145784 DOUCET FIRM REGISTRATION #3937 7401 B HIGHWAY 71 WEST STE. 160, AUSTIN, TX 78735 (512) 566-4076 TELEPHONE

SURVEYOR QUICK INC. LAND SURVEYING FIRM REGISTRATION #10194104 1430 N. ROBERTSON ROAD SALADO, TX 76571 (512) 915-4950 TELEPHONE

#### NOTES:

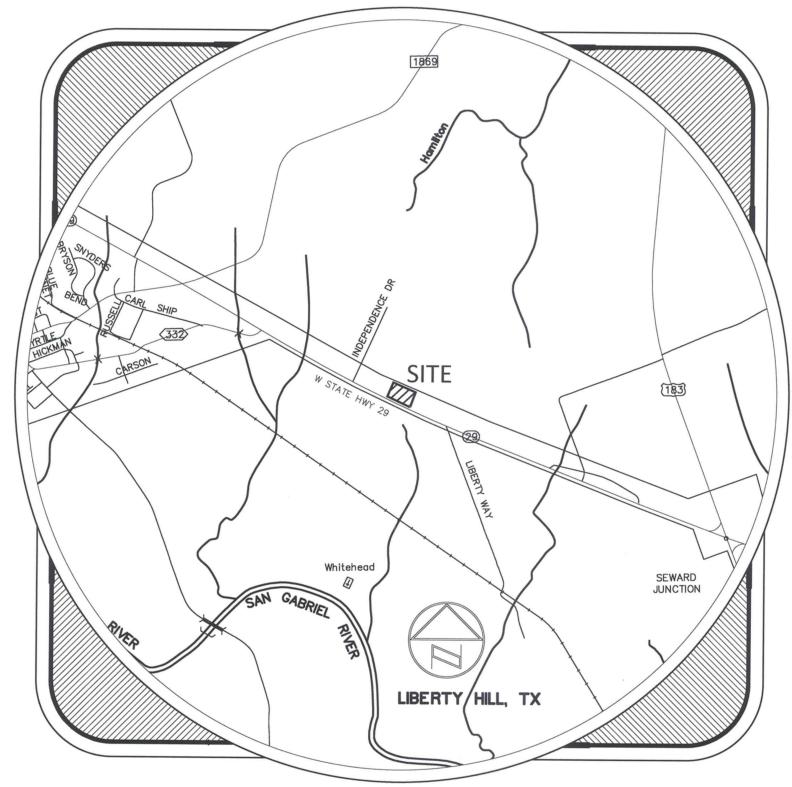
- 1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF ROUND ROCK MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
- 2. THIS SITE IS LOCATED WITHIN THE CITY OF LIBERTY HILL.

PRIOR TO BEGINNING ANY CONSTRUCTION

- 3. THIS SITE LIES WITHIN THE SOUTH FORK SAN GABRIEL WATERSHED. LIBERTY HILL REVIEWS THE SOUTH FORK SAN GABRIEL WATERSHED ORDINANCE COMPLIANCE AS SHOWN IN THESE PLANS.
- 4. RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION, AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.
- 5.ALL POTABLE WATER SYSTEMS COMPONENTS INSTALLED AFTER JANUARY 4, 2014, SHALL BE ESSENTIALLY "LEAD FREE" ACCORDING TO THE US SAFE DRINKING WATER ACT. EXAMPLES ARE VALVES (CORPORATION STOP, CURB STOP AND PRESSURE REDUCING), NIPPLES, BUSHINGS, PIPE, FITTING AND BACKFLOW PREVENTERS. FIRE HYDRANTS, TAPPING SADDLES AND 2 INCH AND LARGER GATE VALVES ARE THE ONLY COMPONENTS EXEMPT FROM THIS REQUIREMENT. COMPONENTS THAT ARE NOT CLEARLY IDENTIFIED BY THE MANUFACTURER AS MEETING THIS REQUIREMENT EITHER BY MARKINGS ON THE COMPONENTS OR ON THE PACKAGING SHALL NOT BE INSTALLED.
- 6. THIS SITE, ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48491C0245F DATED DECEMBER 20, 2019. LIES WITHIN ZONE X AREAS DETERMINED TO BE OUTSIDE OF THE 100 YEAR FLOODPLAIN.
- 7.IN THE EVENT THE CONTRACTOR OR SURVEYOR OBTAINS A DIGITAL COPY OF THE CAD FILES THAT REPRESENT THESE IMPROVEMENT; DOUCET AND ASSOCIATES, TAKE NO RESPONSIBILITY FOR THE LOCATION OF THESE IMPROVEMENTS. IN ANY COORDINATE SYSTEM. DIGITAL FILES USED TO PRODUCE THESE PLANS WERE PARTIALLY CREATED BY PARTIES OTHER THAN DOUCET AND ASSOCIATES AND ARE NOT INTENDED FOR USE IN CONSTRUCTION STAKING. VERTICAL AND HORIZONTAL DATA SHALL BE INDEPENDENTLY VERIFIED BY CONTRACTOR'S RPLS.
- 8.DOUCET AND ASSOCIATES HAS ENDEAVORED TO DESIGN THESE PLANS COMPLIANT WITH ADA/TDLR AND OTHER ACCESSIBILITY REQUIREMENTS, HOWEVER, THE CONTRACTOR SHALL NOT BE RELIEVED OF ANY RESPONSIBILITY FOR CONSTRUCTING THESE IMPROVEMENT COMPLIANT WITH ALL APPLICABLE ACCESSIBILITY STANDARDS. IF THE CONTRACTOR NOTICES AN DISCREPANCIES BETWEEN THESE PLANS AND ACCESSIBILITY LAWS/RULES, HE IS TO STOP WORK IN THE AREA OF CONFLICT AND NOTIFY THE ENGINEER IMMEDIATELY FOR A RESOLUTION AND/OR REVISION TO THESE PLANS. DOUCET AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR CONSTRUCTING THIS SITE COMPLIANT WITH ACCESSIBILITY LAWS/RULES REGARDLESS OF WHAT IS SHOWN IN THESE PLANS.
- 9.BY THE ACT OF SUBMITTING A BID FOR THIS PROPOSED CONTRACT, THE BIDDER WARRANTS THAT THE BIDDER, AND ALL SUBCONTRACTORS AND MATERIAL SUPPLIES HE INTENDS TO USE, HAVE CAREFULLY AND THOROUGHLY REVIEWED THE DRAWINGS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS AND HAVE FOUND THEM COMPLETE AND FREE FROM ANY AMBIGUITIES AND SUFFICIENT FOR THE PURPOSE INTENDED. THE BIDDERS FURTHER WARRANTS THAT TO THE BEST OF HIS OR HER SUBCONTRACTORS AND MATERIAL SUPPLIERS KNOWLEDGE, ALL MATERIAL AND PRODUCTS SPECIFIED OR INDICATED HEREIN ARE ACCEPTABLE FOR ALL APPLICABLE CODES AND AUTHORITIES.
- 10. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS HAS BEEN BASED UPON RECORD INFORMATION ONLY AND MAY NOT MATCH LOCATIONS AND/OR DEPTHS AS CONSTRUCTED. THE CONTRACTOR SHALL CONTACT THE AUSTIN AREA "ONE CALL" SYSTEM 1-800-245-4545, OR THE OWNER OF EACH INDIVIDUAL UTILITY FOR ASSISTANCE IN DETERMINING EXISTING UTILITY LOCATIONS AND DEPTHS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL UTILITY CROSSING

# **CONSTRUCTION PLANS** FOR STONEWALL COMMERCIAL JIFFY LUBE

## 12390 W. SH 29 LIBERTY HILL, TX



VICINITY MAP SCALE: 1" = 2000'

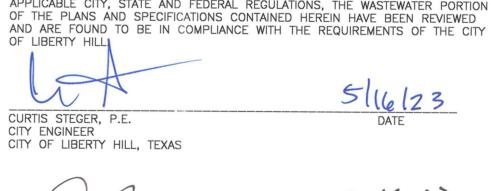


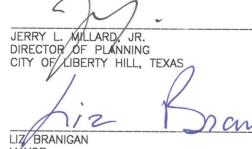
Civil Engineering // Entitlements // Geospatia 829 N Saint Joseph St. Gonzales, TX 78629, Tel: (512)-851-1740 www.doucetengineers.com **TBPE Firm Number: 3937** TBPELS Firm Number: 10105800

SUBMITTAL	DATE:

WATERSHED: SOUTH FORK SAN GABRIEL WATERSHED FEMA PANEL: 48491C0245F DATED DECEMBER 20, 2019 TRACT SIZE: 1.004 ACRES ZONING: GENERAL COMMERCIAL/RETAIL (C3)

LEGAL DESCRIPTION LOT 3C, BLOCK A, OF THE REPLAT OF LOT 3, BLOCK A, OF STONE WALL RANCH SUBIDVISION SECITON 1, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2021174758, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.





MAYOF CITY OF LIBERTY HILL, TEXAS

REVISI	ONS / CORRECTIONS:						
NO.	DESCRIPTION	REVISE (R)/ADD (A) SHEET NO'S	TOTAL # SHEET IN PLAN SET	NET CHANGE IMP. COVER	SITE IMP. COVER	% SITE IMP. COVER	APPROVE DATE

SHEET INDEX					
Sheet Number	Sheet Title				
1	COVER SHEET				
2	GENERAL NOTES				
3	FINAL PLAT				
4	SURVEY				
5	EROSION & SEDIMENTATION CONTROL PLAN				
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17	DRY UTILITY DETAILS				
18	WATER DETAILS				
19	WASTEWATER DETAILS 1 OF 2				
20	WASTEWATER DETAILS 2 OF 2				
21	LANDSCAPE PLAN 1 OF 2				
22	LANDSCAPE PLAN 2 OF 2				
23	LIGHTING PLAN				

BASED ON THE DESIGN ENGINEER'S CERTIFICATION OF COMPLIANCE WITH ALL APPLICABLE CITY, STATE AND FEDERAL REGULATIONS, THE WASTEWATER PORTION

5/16/23

5-16-23

DATE

5/25/23 mon



PRIOR TO CONSTRUCTION ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY MUST

RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY



### CONSTRUCTION PLANS NOTES ITY OF LIBERTY HILL:

#### SEQUENCE OF CONSTRUCTION NOTES:

1.INSTALL TEMPORARY SILT FENCE, TREE PROTECTION AND STABILIZED CONSTRUCTION ENTRANCE ACCORDING TO THE CONSTRUCTION PLANS PRIOR TO CLEARING, GRADING, EXCAVATION, ETC. CONTRACTOR SHALL INSPECT AND REPAIR TEMPORARY EROSION CONTROLS ON A REGULAR BASIS AND REMOVE ACCUMULATED SEDIMENT WHEN SIX (6) INCHES OF SEDIMENT HAS BEEN TRAPPED.

2.INSTALL TREE PROTECTION AND INITIATE TREE MITIGATION MEASURES WHERE APPLICABLE

3.THE CONTRACTOR SHALL CONTACT CITY OF LIBERTY HILL AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION TO ARRANGE A PRE-CONSTRUCTION MEETING.

4.PRE-CONSTRUCTION MEETING ONSITE

5.EVALUATE TEMPORARY EROSION CONTROL INSTALLATION.

6.BEGIN SITE CLEARING/DEMOLITION

7.ESTABLISH SUB-GRADE FOR PARKING, BUILDING PAD, DETENTION AND WATER QUALITY POND.

8.INSTALLATION OF UTILITIES (TRENCHING).

9.CONSTRUCTION OF BUILDING AND PAVED AREAS.

ARE COMPLETELY RESTORED AND REVEGETAGED.

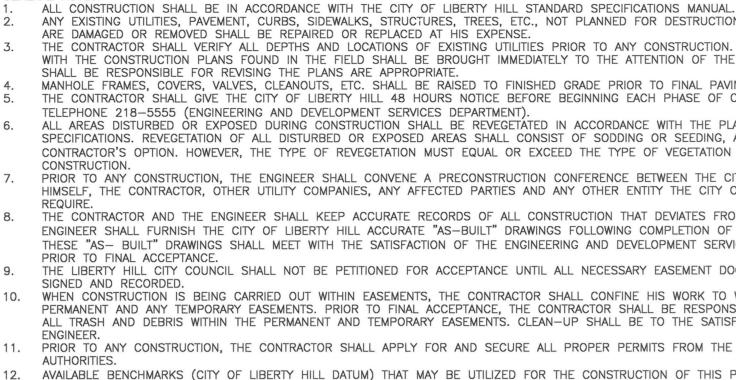
10. COMPLETE TESTING REQUIREMENTS

11. COMPLETE CONSTRUCTION AND INSTALL LANDSCAPING

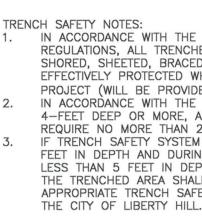
12. CLEAN SITE AND REVEGETATE ALL DISTURBED AREAS IN ACCORDANCE WITH RESTORATION REQUIREMENTS SHOWN ON THE CONSTRUCTION PLANS.

13. PROJECT ENGINEER INSPECTS JOB AND WRITES CONCURRENCE LETTER TO THE CITY. FINAL INSPECTION IS SCHEDULED UPON RECEIPT OF THE LETTER. 14. RECEIVE OPERATING PERMIT AND CITY CLEARANCE FOR OCCUPANCY

15. REMOVE TEMPORARY EROSION CONTROL MEASURES AND TREE PROTECTION AFTER ALL DISTURBED AREAS



GENERAL NOTES



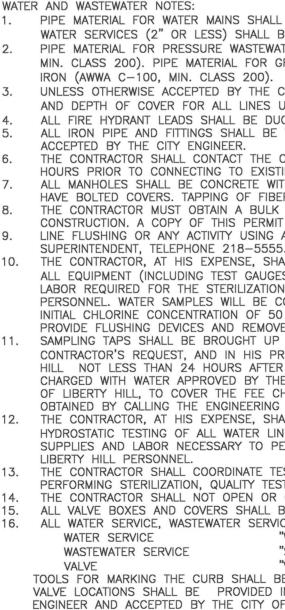
STREE	T AND DRAINAGE NOT
1.	ALL TESTING SHALL E
	THE CONTRACTOR. A
	INSPECTOR AND HE S
2.	BACKFILL BEHIND THE
	MATERIAL USED SHAL
	SHALL BE CLEAN TOP
3.	DEPTH OF COVER FO
	SHALL BE A MINIMUM
4.	STREET RIGHTS-OF-W
	HOWEVER, IN NO CAS
	REQUEST FOR AN AL
	DEVELOPMENT SERVIC
5.	BARRICADES BUILT TO
	DURING CONSTRUCTIO
6.	ALL R.C.P. SHALL BE
7.	THE SUBGRADE MATE
	SECTIONS DESIGNED
	CONSTRUCTED AS FO

MINIMUM CLASS III

PLANS.

STREET

WHERE PI'S ARE OVER 20. SUBGRADES MUST BE STABILIZED UTILIZING A METHOD ACCEPTABLE TO THE CITY ENGINEER. THE GEOTECHNICAL ENGINEER SHALL RECOMMEND AN APPROPRIATE SUBGRADE STABILIZATION IF SULFATES ARE DETERMINED TO BE PRESENT.



ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED AT HIS EXPENSE THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER WHO SHALL BE RESPONSIBLE FOR REVISING THE PLANS ARE APPROPRIATE. MANHOLE FRAMES, COVERS, VALVES, CLEANOUTS, ETC. SHALL BE RAISED TO FINISHED GRADE PRIOR TO FINAL PAVING CONSTRUCTION. THE CONTRACTOR SHALL GIVE THE CITY OF LIBERTY HILL 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION. TELEPHONE 218-5555 (ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT). ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED OR EXPOSED AREAS SHALL CONSIST OF SODDING OR SEEDING, AT THE CONTRACTOR'S OPTION. HOWEVER, THE TYPE OF REVEGETATION MUST EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF LIBERTY HILL, HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF LIBERTY HILL ACCURATE "AS-BUILT" DRAWINGS FOLLOWING COMPLETION OF ALL CONSTRUCTION. THESE "AS- BUILT" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT THE LIBERTY HILL CITY COUNCIL SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY EASEMENT DOCUMENTS HAVE BEEN 10. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY 11. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE 12. AVAILABLE BENCHMARKS (CITY OF LIBERTY HILL DATUM) THAT MAY BE UTILIZED FOR THE CONSTRUCTION OF THIS PROJECT ARE DESCRIBED AS FOLLOWS: SEE SURVEY ON SHEET 4.

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD AND COMPACT OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR THIS PROJECT (WILL BE PROVIDED BY THE CONTRACTOR; ARE ON SHEET <u>\_\_\_N/A\_\_\_\_</u>ETC.). IN ACCORDANCE WITH THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN PERSONS ARE IN TRENCHES 4-FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL. IF TRENCH SAFETY SYSTEM DETAILS WERE NOT PROVIDED IN THE PLANS BECAUSE TRENCHES WERE ANTICIPATED TO BE LESS THAN 5 FEET IN DEPTH AND DURING CONSTRUCTION IT IS FOUND THAT TRENCHES ARE IN FACT 5 FEET OR MORE IN DEPTH OR TRENCHES LESS THAN 5 FEET IN DEPTH ARE IN AN AREA WHERE HAZARDOUS GROUND MOVEMENT IS EXPECTED, ALL CONSTRUCTION SHALL CEASE, THE TRENCHED AREA SHALL BE BARRICADED AND THE ENGINEER NOTIFIED IMMEDIATELY. CONSTRUCTION SHALL NOT RESUME UNTIL APPROPRIATE TRENCH SAFETY SYSTEM DETAILS, AS DESIGNED BY A PROFESSIONAL ENGINEER, ARE RETAINED AND COPIES SUBMITTED TO

> BE DONE BY AN INDEPENDENT LABORATORY AT THE OWNER'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING. TELEPHONE 218-5555 (INSPECTIONS) E CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95% MAXIMUM DENSITY TO WITHIN 3" OF TOP OF CURB. LL BE PRIMARILY GRANULAR WITH NO ROCKS LARGER THAN 6" IN THE GREATEST DIMENSION. THE REMAINING 3" PSOIL FREE FROM ALL CLODS AND SUITABLE FOR SUSTAINING PLANT LIFE. FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC.,

JM OF 30" BELOW SUBGRADE. -WAY SHALL BE GRADED AT A SLOPE OF 1/4" PER FOOT TOWARD THE CURB UNLESS OTHERWISE INDICATED. SE SHALL THE WIDTH OF RIGHT-OF-WAY AT 1/4" PER FOOT SLOPE BE LESS THAN 10 FEET UNLESS A SPECIFIC TERNATE GRADING SCHEME IS MADE TO AND ACCEPTED BY THE CITY OF LIBERTY HILL ENGINEERING AND CES DEPARTMENT. O CITY OF LIBERTY HILL STANDARDS SHALL BE CONSTRUCTED ON ALL DEAD-END STREETS AND AS NECESSARY ON TO MAINTAIN JOB AND PUBLIC SAFETY.

ERIAL FOR THE STREETS SHOWN HEREIN WAS TESTED BY \_\_\_ AND THE PAVING IN ACCORDANCE WITH THE CURRENT CITY OF LIBERTY HILL DESIGN CRITERIA. THE PAVING SECTIONS ARE TO BE OLLOWS:

STATION FLEX. BASE THICKNESS HMAC THICKNESS LIME STAB. THICKNESS

THE GEOTECHNICAL ENGINEER SHALL INSPECT THE SUBGRADE FOR COMPLIANCE WITH THE DESIGN ASSUMPTIONS MADE DURING PREPARATION OF THE SOILS REPORT. ANY ADJUSTMENTS THAT ARE REQUIRED SHALL BE MADE THROUGH REVISION OF THE CONSTRUCTION

1. PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 200), OR DUCTILE IRON (AWWA C-100, MIN. CLASS 200). WATER SERVICES (2" OR LESS) SHALL BE POLYETHYLENE TUBING (BLACK, 200 PSI, DR 9). 2. PIPE MATERIAL FOR PRESSURE WASTEWATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 150), OR DUCTILE IRON (AWWA C-100, MIN. CLASS 200). PIPE MATERIAL FOR GRAVITY WASTEWATER MAINS SHALL BE PVC (ASTM D2241 OR D3034, MAX. DR-26). DUCTILE 3. UNLESS OTHERWISE ACCEPTED BY THE CITY ENGINEER, DEPTH OF COVER FOR ALL LINES OUT OF THE PAVEMENT SHALL BE 42" MIN.,

AND DEPTH OF COVER FOR ALL LINES UNDER PAVEMENT SHALL BE A MIN. OF 30" BELOW SUBGRADE. ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON PIPE (AWWA C-100, MIN. CLASS 200). ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8-MIL POLYETHYLENE AND SEALED WITH DUCT TAPE OR EQUAL

THE CONTRACTOR SHALL CONTACT THE CITY INSPECTOR AT 218-5555 TO COORDINATE UTILITY TIE-INS AND NOTIFY HIM AT LEAST 48 HOURS PRIOR TO CONNECTING TO EXISTING LINES. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF THE PAVEMENT SHALL HAVE BOLTED COVERS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE ALLOWED.

THE CONTRACTOR MUST OBTAIN A BULK WATER PERMIT OR PURCHASE AND INSTALL A WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER. LINE FLUSHING OR ANY ACTIVITY USING A LARGE QUANTITY OF WATER MUST BE SCHEDULED WITH THE WATER & WASTEWATER

10. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION OF ALL POTABLE WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING TEST GAUGES), SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTING MATERIAL), AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY CITY OF LIBERTY HILL PERSONNEL. WATER SAMPLES WILL BE COLLECTED BY THE CITY OF LIBERTY HILL TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM. WHERE MEANS OF FLUSHING IS NECESSARY, THE CONTRACTOR, AT HIS EXPENSE, SHALL PROVIDE FLUSHING DEVICES AND REMOVE SAID DEVICES PRIOR TO FINAL ACCEPTANCE BY THE CITY OF LIBERTY HILL. 11. SAMPLING TAPS SHALL BE BROUGHT UP TO 3 FEET ABOVE GRADE AND SHALL BE EASILY ACCESSIBLE FOR CITY PERSONNEL. AT THE CONTRACTOR'S REQUEST, AND IN HIS PRESENCE, SAMPLES FOR BACTERIOLOGICAL TESTING WILL BE COLLECTED BY THE CITY OF LIBERTY HILL NOT LESS THAN 24 HOURS AFTER THE TREATED LINE HAS BEEN FLUSHED OF THE CONCENTRATED CHLORINE SOLUTION AND CHARGED WITH WATER APPROVED BY THE CITY. THE CONTRACTOR SHALL SUPPLY A CHECK OR MONEY ORDER, PAYABLE TO THE CITY OF LIBERTY HILL, TO COVER THE FEE CHARGED FOR TESTING EACH WATER SAMPLE. CITY OF LIBERTY HILL FEE AMOUNTS MAY BE OBTAINED BY CALLING THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT AT 218-5555. 12. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE PIPE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAUGES), SUPPLIES AND LABOR NECESSARY TO PERFORM THE TESTS. QUALITY AND PRESSURE TESTING SHALL BE MONITORED BY CITY OF

13. THE CONTRACTOR SHALL COORDINATE TESTING WITH THE CITY OF INSPECTOR AND PROVIDE NO LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING OR PRESSURE TESTING. 14. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF LIBERTY HILL. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON. 16. ALL WATER SERVICE, WASTEWATER SERVICE AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:

"W" ON TOP OF CURB "S" ON TOP OF CURB

"V" ON FACE OF CURB TOOLS FOR MARKING THE CURB SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE AS SPECIFIED BY THE ENGINEER AND ACCEPTED BY THE CITY OF LIBERTY HILL.

- 17. EXISTING WATER AND WASTEWATER LOCATIONS. 18.
- ORDER THAT THE FIRE DEPARTMENT MAY MONITOR SUCH TESTING. SAND, AS DESCRIBED IN SPECIFICATION ITEM 510 PIPE, SHALL NOT BE USED AS BEDDING FOR WATER AND WASTEWATER LINES. ACCEPTABLE BEDDING MATERIALS ARE PIPE BEDDING STONE, PEA GRAVEL AND IN LIEU OF SAND, A NATURALLY OCCURRING OR MANUFACTURED STONE MATERIAL CONFORMING TO ASTM C33 FOR STONE QUALITY AND MEETING THE FOLLOWING GRADATION SPECIFICATION:

SIEVE SIZE 1/2"	PERCENT RETAINED BY WEIGHT 0
3/8"	0-2
#4	40-85
#10	95-100

- 20. THE CONTRACTOR IS HEREBY NOTIFIED THAT CONNECTING TO, SHUTTING DOWN, OR TERMINATING EXISTING UTILITY LINES MAY HAVE TO
- 21. ALL WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATIONS, 30 TAC CHAPTER 213 AND 317, AS APPLICABLE. WHENEVER TCEQ AND CITY OF LIBERTY HILL SPECIFICATIONS CONFLICT, THE MORE STRINGENT SHALL APPLY.

TRAFFIC MARKING NOTES:

- LATEST EDITION. ALL PAVEMENT MARKINGS, MARKERS, PAINT, TRAFFIC BUTTONS, TRAFFIC CONTROLS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE
- AND, THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITIONS.

EROSION AND SEDIMENTATION CONTROL NOTES:

- EROSION AND SEDIMENTATION CONTROL ORDINANCE. SEASON IN WHICH THEY ARE APPLIED.
- OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.
- AND TO REMOVE EACH STRUCTURE AS APPROVED BY THE ENGINEER.
- USED BY THE PUBLIC SHALL BE CLEANED UP IMMEDIATELY.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CONTRIBUTING ZONE PLAN GENERAL CONSTRUCTION NOTES TCEQ-0592A (REV. 07/15/2015)

- 1. A WRITTEN NOTICE OF CONSTRUCTION MUST BE SUBMITTED TO THE TCEQ REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO THE START OF ANY GROUND DISTURBANCE OR CONSTRUCTION ACTIVITIES. THIS NOTICE MUST INCLUDE THE NAME OF THE APPROVED PROJECT, THE ACTIVITY START DATE, AND THE CONTACT INFORMATION OF THE PRIME CONTRACTOR.
- 2. ALL CONTRACTORS CONDUCTING REGULATED ACTIVITIES ASSOCIATED WITH THIS PROJECT SHOULD BE PROVIDED WITH COMPLETE COPIES OF THE APPROVED CONTRIBUTING ZONE PLAN (CZP) AND THE TCEQ LETTER INDICATING THE SPECIFIC CONDITIONS OF ITS APPROVAL. DURING THE COURSE OF THESE REGULATED ACTIVITIES, THE CONTRACTOR(S) SHOULD KEEP COPIES OF THE APPROVED PLAN AND APPROVAL LETTER ON-SITE.
- 3. NO HAZARDOUS SUBSTANCE STORAGE TANK SHALL BE INSTALLED WITHIN 150 FEET OF WATER SUPPLY SOURCE, DISTRIBUTION SYSTEM, WELL, OR SENSITIVE FEATURE.
- 4. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS. IF INSPECTIONS INDICATE A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE APPLICANT MUST REPLACE OR MODIFY THE CONTROL FOR SITE SITUATIONS. THESE CONTROLS MUST REMAIN IN PLACE UNTIL THE DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED ...
- 5. ANY SEDIMENT THAT ESCAPES THE CONSTRUCTION SITE MUST BE COLLECTED AND PROPERLY DISPOSED OF BEFORE HE NEXT RAIN EVENT TO ENSURE IT IS NOT WASHED INTO SURFACE STREAMS, SENSITIVE FEATURES, ETC.
- 6. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS OR SEDIMENTATION BASINS WHEN IT OCCUPIES 50% OF THE BASIN'S DESIGN CAPACITY.
- 7. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER SHALL BE PREVENTED FROM BEING DISCHARGED OFFSITE.
- 8. ALL EXCAVATED MATERIAL THAT WILL BE STORED ON-SITE MUST HAVE PROPER E&S CONTROLS.
- 9. IF PORTION OF THE SITE WILL HAVE A CEASE IN CONSTRUCTION ACTIVITY LASTING LONGER THAN 14 DAYS, SOIL STABILIZATION IN THOSE AREAS SHALL BE INITIATED AS SOON AS POSSIBLE PRIOR TO THE 14TH DAY OF INACTIVITY. IF ACTIVITY WILL RESUME PRIOR TO THE 21ST DAY, STABILIZATION MEASURES ARE NOT REQUIRED. IF DROUGHT CONDITIONS OR INCLEMENT WEATHER PREVENT ACTION BY THE 14TH DAY, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE.
- 10. THE FOLLOWING RECORDS SHOULD 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.
- 11. THE HOLDER OF ANY APPROVED CONTRIBUTING ZONE 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 BEST MANAGEMENT PRACTICES (BMP) OR STRUCTURE(S), STRUCTURES.
  - B. ANY CHANGE IN THE NATURE OR CHARACTER OF THE REGULATED ACTIVITY FROM THAT WHICH WAS ORIGINALLY APPROVED.

  - D. ANY DEVELOPMENT OF LAND PREVIOUSLY IDENTIFIED IN A CONTRIBUTING ZONE PLAN AS UNDEVELOPED.

AUSTIN REGIONAL OFFICE 12100 PARK 35 CIRCLE, BUILDING A AUSTIN, TEXAS 78753–1808 PHONE (512) 339–2929 FAX (512) 339–3795	SAN AN 14250 SAN AN PHONE FAX

CONTACT CITY OF LIBERTY HILL ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT AT 218-5555 FOR ASSISTANCE IN OBTAINING THE CITY OF LIBERTY HILL FIRE DEPARTMENT SHALL BE NOTIFIED 48 HOURS PRIOR TO TESTING OF ANY BUILDING SPRINKLER PIPING IN

OCCUR AT OFF-PEAK HOURS. SUCH HOURS ARE USUALLY OUTSIDE NORMAL WORKING HOURS AND POSSIBLY BETWEEN 12 A.M. AND 6

ANY METHODS, STREET MARKINGS AND SIGNAGE NECESSARY FOR WARNING MOTORISTS, WARNING PEDESTRIANS OR DIVERTING TRAFFIC DURING CONSTRUCTION SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, WITH THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES

EROSION CONTROL MEASURES, SITE WORK AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LIBERTY HILL ALL SLOPES SHALL BE SODDED OR SEEDED WITH APPROVED GRASS, GRASS MIXTURES OR GROUND COVER SUITABLE TO THE AREA AND SILT FENCES, ROCK BERMS, SEDIMENTATION BASINS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DOWNSTREAM FACILITIES. SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF LIBERTY HILL FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY

THE ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES ALL MUD, DIRT, ROCKS, DEBRIS, ETC., SPILLED, TRACKED OR OTHERWISE DEPOSITED ON EXISTING PAVED STREETS, DRIVES AND AREAS

INCLUDING BUT NOT LIMITED TO TEMPORARY OR PERMANENT PONDS, DAMS, BERMS, SILT FENCES AND DIVERSIONARY

C. ANY CHANGE THAT WOULD SIGNIFICANTLY IMPACT THE ABILITY TO PREVENT POLLUTION OF THE EDWARDS AQUIFER; OR

NTONIO REGIONAL OFFICE JUDSON ROAD NTONIO, TEXAS 78233-4480 (210) 490-3096 (210) 545-4329



WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

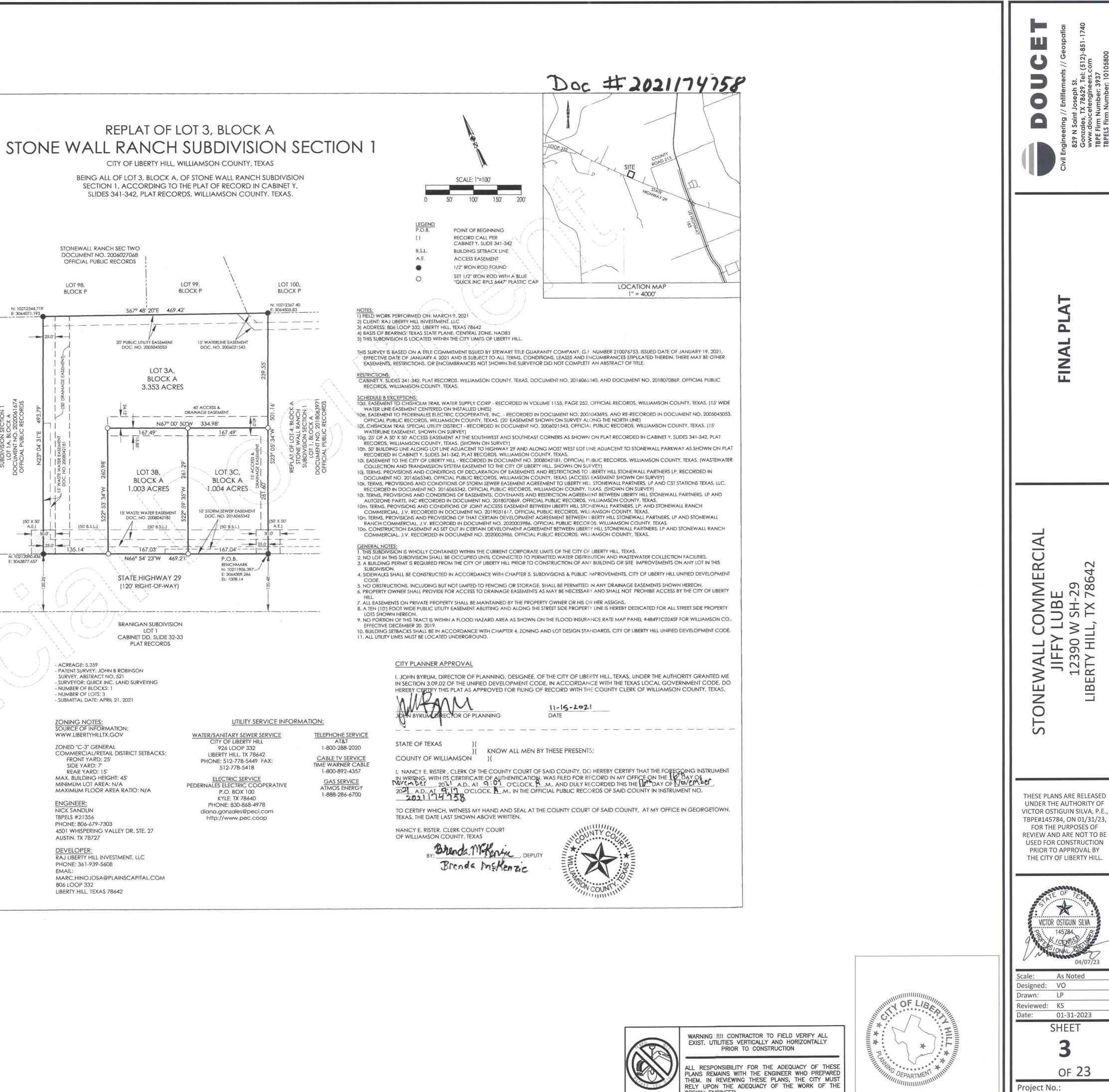




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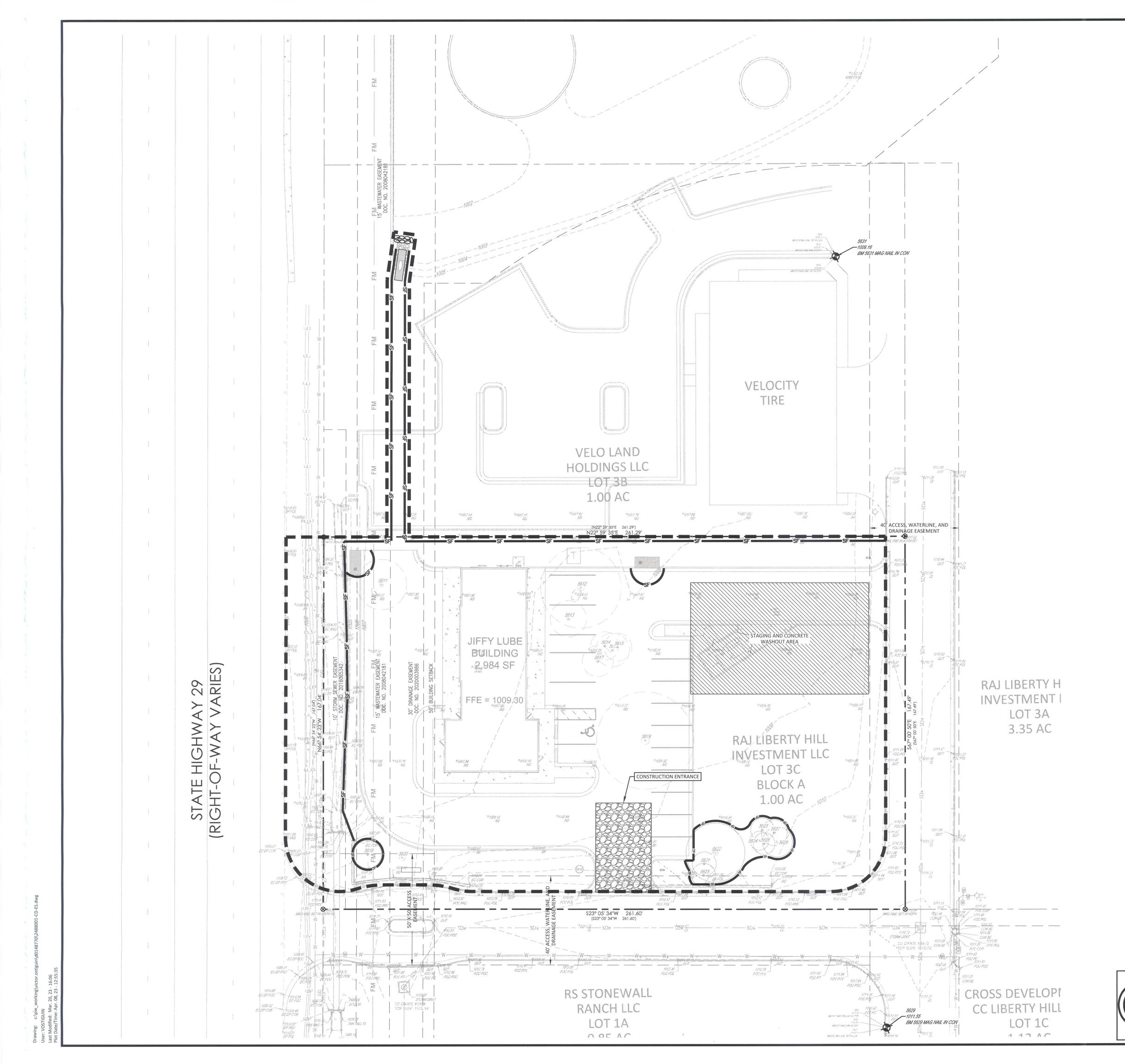
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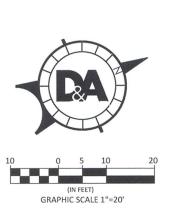
STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON I, RAJ LIBERTY HILL INVESTMENT, LLC, AS THE OWNER OF THAT CERTAIN LOT 3, BLOCK A, STONE WALL RANCH SUBDIVISION SECTION 1, RECORDED IN THE PLAT OF RECORD IN CABINET Y, SLIDE 341, PLAT RECORDS. WILLIAMSON COUNTY, TEXAS, DO HEREBY DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS "REPLAT OF NOT 2, BLOCK A, OF THE STONE WALL RANCH SUBDIVISION SECTION 1". BY: ASHVIN Y HILL INVESTMENT, LLC FOR: RAJ STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AShuin Patel KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE BOAY OF NO VE WIGG ZI Jandra Beckneen SANDRA J. BECKNELL Notary Public, State of Texas Notary IDI 521854-2 PRINTED NAME: Sandra Beckinell MY COMMISSION EXPIRES ON: 1-12-2025 My Commission Expires 01-12-2025 STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON I, PLAINS CAPITAL BANK, AS LIEN HOLDER OF THAT CERTAIN LOT 3, BLOCK A, STONE WALL RANCH SUBDIVISION SECTION 1, RECORDED IN THE PLAT OF RECORD IN CABINET Y, SLIDE 341, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO HEREBY DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS "REPLAT OF LOT 3, BLOCK A, OF THE STONE WALL RANCH SUBDIVISION SECTION 1". BY: MARCHI FOR: PLAINS STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS: COUNTY OF WILLIAMSON NUECES BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MArc Hinojosa. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 3rd DAY OF NO VEW DE 21 AUDIA Folkall SANDRA J. BECKNELL Notary Public, State of Texas Notary ID# 521854-2 PRINTED NAME: <u>5 audra Becknell</u> My commission expires on: <u>1-12-2025</u> My Commission Expires 01-12-2025 STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON I, TRAVIS L. QUICKSALL, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT LIBERTY HILL, TEXAS THIS THE 15 DAY OF DLT . 2021. X REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS TRAVIS L. QUICKSALL 6447 ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THIS PLAT AS FOUND ON THE POLICY PREPARED IN CONJUNCTION WITH THE MOST RECENT PURCHASE OF THIS PROPER STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON THAT I, NICK SANDLIN, DO HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAT COMPLIES WITH CHAPTER 5. SUBDIVISIONS, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF LIBERTY HILL, TEXAS. 10/21/2021 A NICHOLAS R. SANDLIN DATE: OCTOBER 15, 2021 124404 JOB NO. 17-2033 and Surveying. Land Planning. Consulting. Firm: 10194104 512-915-4950 1430 N. Robertson Road, Salado, Texas 76571 SHEET 1 OF 1



DESIGN ENGINEER.

2488-001





#### LEGEND

O SITE FEATURES
BOUNDARY LINE
OVERALL LIMITS OF DISTURBANCE
OVERLAND SHEET FLOW
O EROSION DETAILS
SCE TEMPORARY STONE CONSTRUCTION EXIT SEE DETAIL SHEET
RB ROCK BERM SEE DETAIL SHEET
SF
TP TREE PROTECTION FENCE SEE DETAIL SHEET
RR RIP-RAP PAD SEE DETAIL SHEET

STONEWALL - JIFFY LUBE								
Erosion Control								
667	LF							
5	LF							
1	EA							
1	EA							
1	EA							
2	EA							
1.0	AC							
	ontrol 667 5 1 1 1							

#### NOTES:

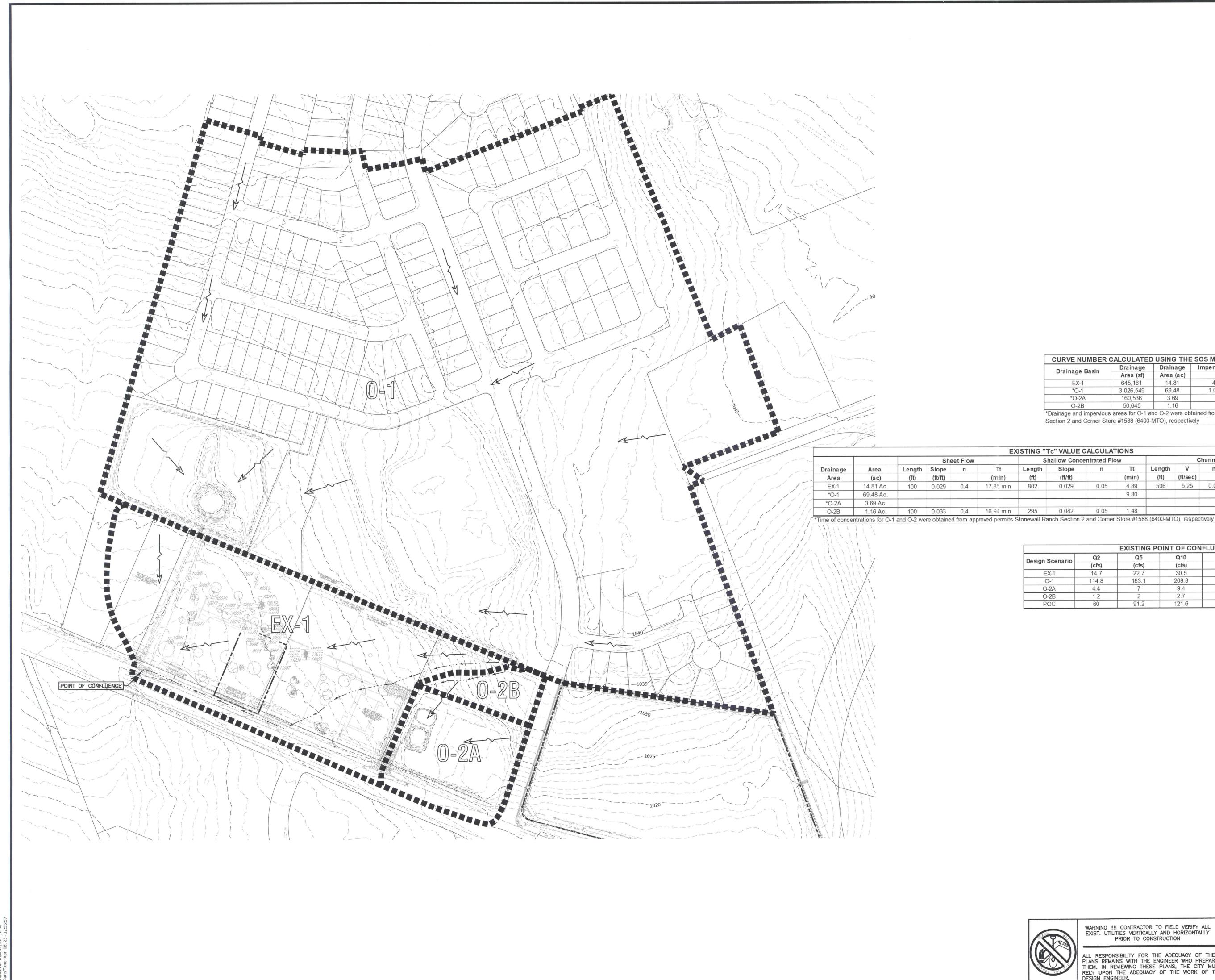
- THIS SITE IS NOT WITHIN THE 100 YEAR FLOOD PLAIN PER FEMA MAP NO. 48491C0245F DATED DECEMBER 20, 2019 ALL DIMENSIONS ARE FROM FACE OF CURB UNLESS SPECIFIED OR SHOWN OTHERWISE.
- 2. UNDER NO CIRCUMSTANCES REGARDLESS OF WHAT IS SHOWN IN THESE PLANS IS THE CONTRACTOR RELIEVED OF HIS SOLE RESPONSIBILITY OF SITE CONSTRUCTION IN COMPLIANCE WITH ALL ACCESSIBILITY LAWS AND/OR RULES BY THE ADA, TDLR OR ANY OTHER REGULATORY AGENCY. SEE NOTES SHEET AND COVER SHEET FOR ADDITIONAL INFORMATION.
- 3. THE OVER-HEAD CLEARANCE ALONG ALL FIRE LANES SHALL BE 14' MINIMUM. PRUNE TREES AS NECESSARY. NO TREE, SIGN, OR STRUCTURE MAY OBSTRUCT 14' CLEARANCE ABOVE ANY FIRE LANE.
- 4. ANY TEMPORARY SPOILS PILE OR MATERIAL STAGING AREA MUST HAVE SILT FENCE INCORPORATED ON THE IMMEDIATE DOWNSTREAM SIDE.
- ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY INSPECTOR AT TIME OF CONSTRUCTION.
- 6. ALL INLETS SHALL HAVE INLET PROTECTION IN PLACE UNTIL THE COMPLETION OF GRADING AND REVEGETATION.
- ANY DIRT, MUD, ROCKS OR OTHER DEBRIS CARRIED ONTO EXISTING ROADS SHALL BE REMOVED IMMEDIATELY AND THE ROAD RESTORED TO A DRIVABLE CONDITION, FREE FROM OBSTRUCTIONS.
- 8. AT THE COMPLETION OF STREET AND UTILITY IMPROVEMENTS, THE CONTRACTOR SHALL RE-VEGETATE THE AREAS DISTURBED BY CONSTRUCTION IN ACCORDANCE WITH THE CONDITIONS LISTED ON THE GENERAL NOTES SHEET.

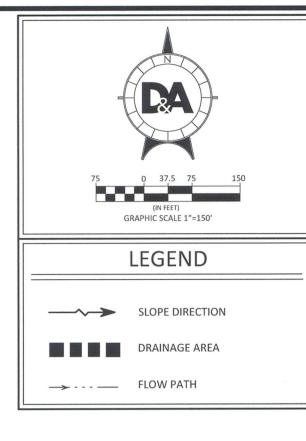


WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

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I. THE DRAINAGE CALCULATIONS WERE PERFORMED USING HEC-HMS WITH NOAA ATLAS 14 RAINFALL DATA.

#### CURVE NUMBER CALCULATED USING THE SCS METHOD - EXISTING CONDITIONS

Drainage Basin	Drainage	Drainage	Impervious Area	I.C.	CN
Drainage Basin	Area (sf)	Area (ac)	(sf)	(%)	ON
EX-1	645,161	14.81	42,960	6.66%	80.00
*0-1	3,026,549	69.48	1,026,000	33.90%	84.00
*O-2A	160,536	3.69	0	0.00%	80.00
O-2B	50,645	1.16	0	0.00%	80.00

Section 2 and Corner Store #1588 (6400-MTO), respectively

Sh	allow Conce		Channel Flow						
Length	Slope	n	Tt	Length	V	n	Slope	Tt	Тс
(ft)	(ft/ft)		(min)	(ft)	(ft/sec)		(ft/ft)	(min)	(min)
802	0.029	0.05	4.89	536	5.25	0.03	0.011	1.70 min	24.44
			9.80					4.43 min	14.23
									13.00
295	0.042	0.05	1.48						18.41

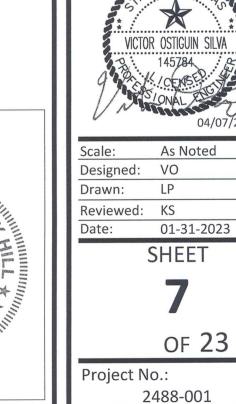
EXISTING POINT OF CONFLUENCE										
De siene O se se sie	Q2	Q2 Q5	Q10	Q25	Q50	Q100				
Design Scenario	(cfs) (cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)				
EX-1	14.7	22.7	30.5	42.8	53.3	65.5				
O-1	114.8	163.1	208.8	279	338.4	407.5				
O-2A	4.4	7	9.4	13.3	16.6	20.5				
O-2B	1.2	2	2.7	3.8	4.7	5.8				
POC	60	91.2	121.6	171.1	213.2	263.8				

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ARE 5 Ζ 0 DNIL EXIS

ERCI 42 NEWALL COMME JIFFY LUBE 12390 W SH-29 LIBERTY HILL, TX 7864 STONI

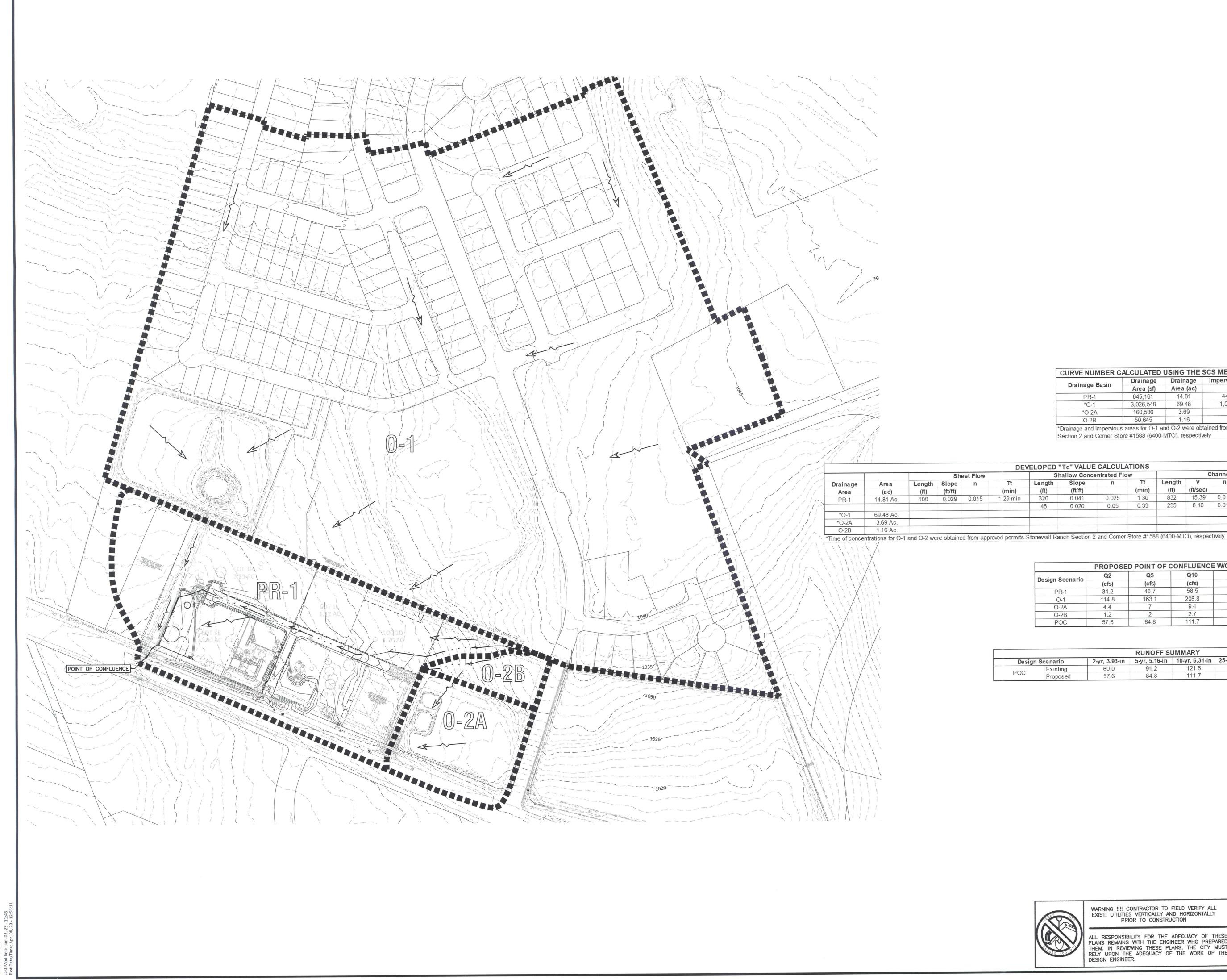
THESE PLANS ARE RELEASED UNDER THE AUTHORITY OF VICTOR OSTIGUIN SILVA, P.E., TBPE#145784, ON 01/31/23, FOR THE PURPOSES OF REVIEW AND ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO APPROVAL BY THE CITY OF LIBERTY HILL.

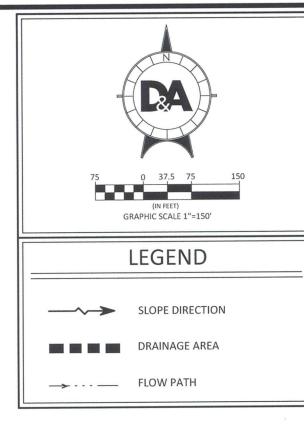


WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

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- NOTES: I. THE DRAINAGE CALCULATIONS WERE PERFORMED USING HEC-HMS WITH NOAA ATLAS 14 RAINFALL DATA.
- 2. DRAINAGE FOR THIS DEVELOPMENT HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY, FUNCTION OR INTEGRITY OF TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DRAINAGE FACILITIES.

CURVE NUMBER CALCULATED USING THE SCS METHOD - PROPOSED CONDITIONS								
Desire Desire	Drainage	Drainage	Impervious Area	I.C.	CN			
Drainage Basin	Area (sf)	Area (ac)	(sf)	(%)	U.V.			

PR-1	645,161	14.81	445,188	69.00%	80.00
*0-1	3,026,549	69.48	1,026,000	33.90%	84.00
*O-2A	160,536	3.69	0	0.00%	80.00
O-2B	50,645	1.16	0	0.00%	80.00
	survey from O A and	d O D wara ah	tained from approved r	parmite Stopowall	Danch

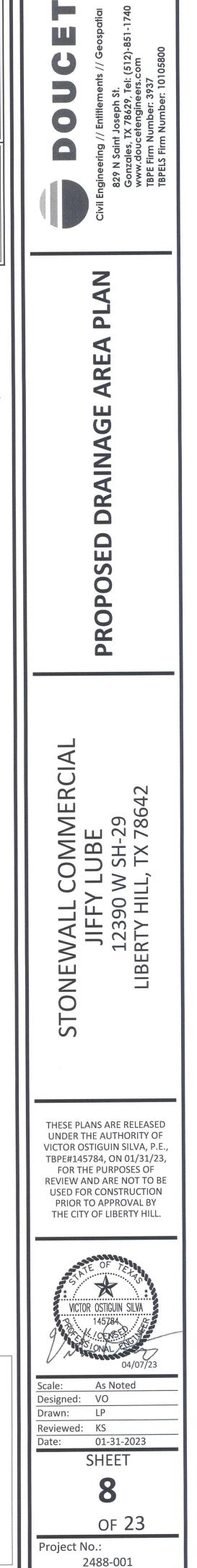
\*Drainage and impervious areas for O-1 and O-2 were obtained from approved permits Stonewall Ranch Section 2 and Corner Store #1588 (6400-MTO), respectively

	Sh	allow Conce	entrated Flo	W		C	hannel Fl	ow		Total Allowed
L	enath	Slope	n	Tt	Length	V	n	Slope	Tt	Tc
	(ft)	(ft/ft)		(min)	(ft)	(ft/sec)		(ft/ft)	(min)	(min)
	320	0.041	0.025	1.30	832	15.39	0.013	0.018	0.90 min	5.00
	45	0.020	0.05	0.33	235	8.10	0.013	0.005	0.48 min	] 5.00
										14.23
										13.00
										18.41

#### PROPOSED POINT OF CONFLUENCE W/OUT DETENTION

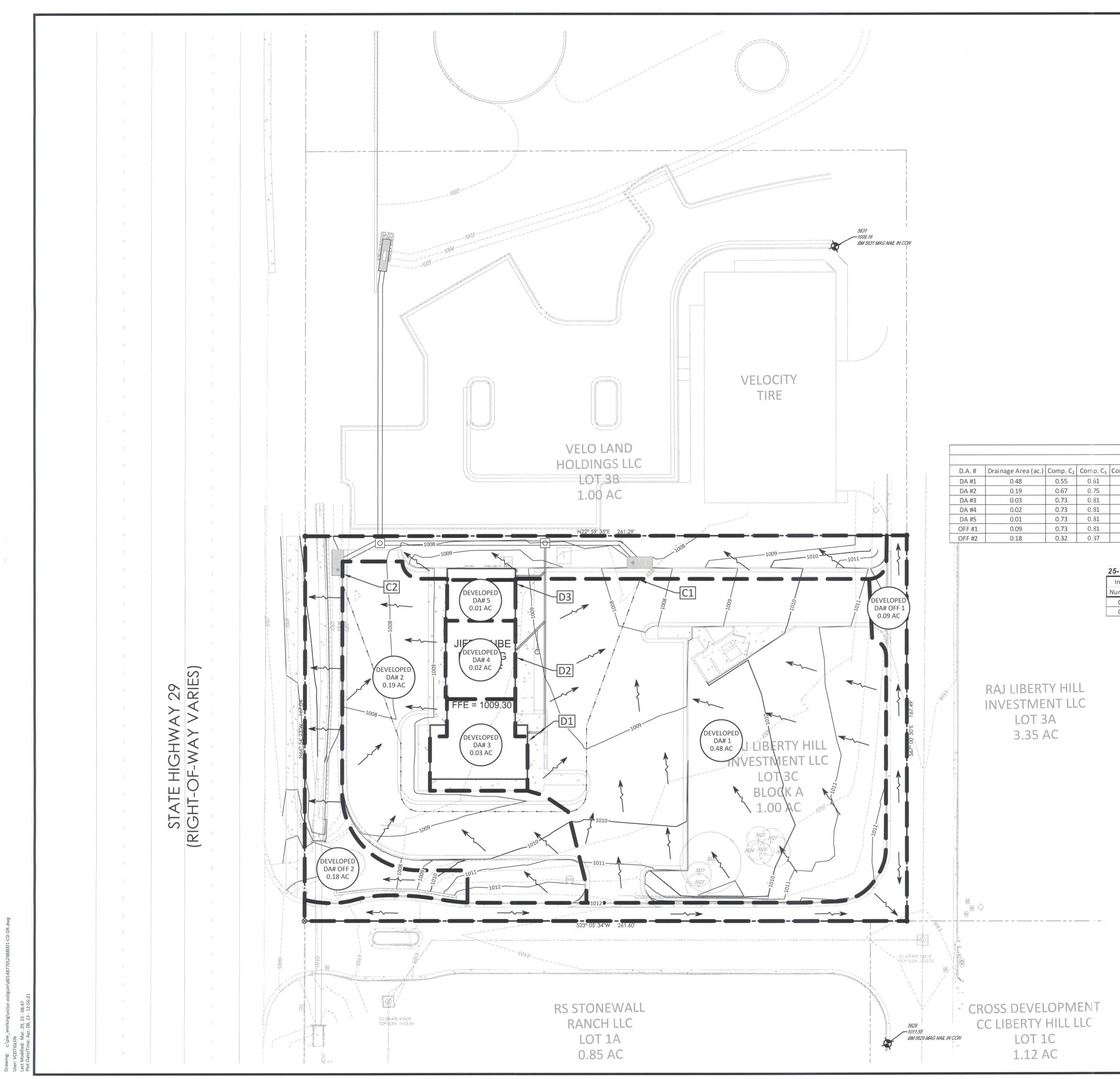
	Q2	Q5	Q10	Q25	Q50	Q100
Design Scenario	(cfs) (cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)
PR-1	34.2	46.7	58.5	76.7	92.1	110.1
0-1	114.8	163.1	208.8	279	338.3	407.5
0-2A	4.4	7	9.4	13.3	16.6	20.5
O-2B	1.2	2	2.7	3.8	4.7	5.8
POC	57.6	84.8	111.7	153.1	189.3	232.3

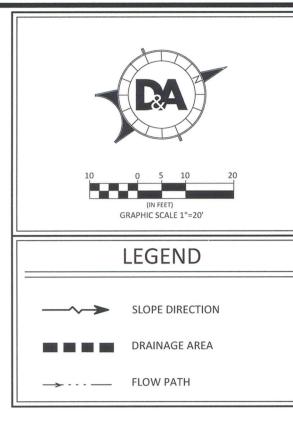
	RUNOFF SUMMARY										
Design	Scenario	2-yr, 3.93-in	5-yr, 5.16-in	10-yr, 6.31-in	25-yr, 8.07-in	50-yr, 9.56-in	100-yr, 11.3-in				
	Existing	60.0	91.2	121.6	171.1	213.2	263.8				
C	Proposed	57.6	84.8	111.7	153.1	189.3	232.3				



WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION







NOTES: I. THE DRAINAGE CALCULATIONS WERE PERFORMED USING HEC-HMS WITH NOAA ATLAS 14 RAINFALL DATA.

2. DRAINAGE FOR THIS DEVELOPMENT HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY, FUNCTION OR INTEGRITY OF TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DRAINAGE FACILITIES.

		RAT	IONAL N	1ETHOD				
		"C" VALUE CAL	CULATIC	ONS (SLOPE	S 2-7%)			
D.A. #	Drainage Area (sf)	Drainage Area (ac.)	I.C. (sf)	I.C. (%)	Comp. C <sub>2</sub>	Comp. C <sub>5</sub>	Comp. C <sub>25</sub>	Comp. C <sub>100</sub>
DA #1	20975	0.48	11565	55.14%	0.55	0.61	0.66	0.75
DA #2	8088	0.19	6908	85.41%	0.67	0.75	0.81	0.90
DA #3	1428	0.03	1428	100.00%	0.73	0.81	0.88	0.97
DA #4	1030	0.02	1030	100.00%	0.73	0.81	0.88	0.97
DA #5	529	0.01	529	100.00%	0.73	0.81	0.88	0.97
OFF#1	3950	0.09	3950	100.00%	0.73	0.81	0.88	0.97
OFF#2	7677	0.18	0	0.00%	0.32	0.37	0.40	0.47

	RATIONAL METHOD									
	RUN	NOFF (Q) CALC	ULATIONS	5						
omp. C <sub>25</sub>	Comp. C <sub>100</sub>	Total $T_c(min)$	i <sub>2</sub> (in/hr)	i <sub>5</sub> (in/hr)	i <sub>25</sub> (in/hr)	i <sub>100</sub> (in/hr)	$Q_2(cfs)$	$Q_5(cfs)$	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)
0.66	0.75	10	4.51	7.17	8.73	11.23	1.19	2.12	2.79	4.03
0.81	0.90	10	4.51	7.17	8.73	11.23	0.56	0.99	1.31	1.87
0.88	0.97	10	4.51	7.17	8.73	11.23	0.11	0.19	0.25	0.36
0.88	0.97	10	4.51	7.17	8.73	11.23	0.08	0.14	0.18	0.26
0.88	0.97	10	4.51	7.17	8.73	11.23	0.04	0.07	0.09	0.13
0.88	0.97	10	4.51	7.17	8.73	11.23	0.30	0.53	0.70	0.99
0.40	0.47	10	4.51	7.17	8.73	11.23	0.25	0.47	0.62	0.93

#### 25-YEAR SUMP INLET CALCULATIONS

FILAI	1 JOINE	MLLIC	ALCOLA	mono							
Inlet	Area	Q <sub>25</sub>	Q <sub>pass</sub>	Q <sub>total</sub>	RF	Length	Y <sub>weir</sub>	Yorif	Q <sub>cap</sub>	Q <sub>int</sub>	Q <sub>ov er</sub>
umber	Number	cfs	cfs	cfs	%	ft	ft	ft	cfs	cfs	cfs
C1	1	2.79	0.00	2.79	10	10	0.21	#N/A	20.7	2.8	0.0
C2	2	1.31	0.00	1.31	10	10	0.12	#N/A	20.7	1.3	0.0



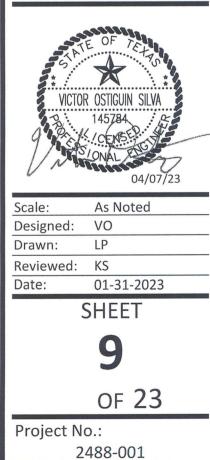
WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

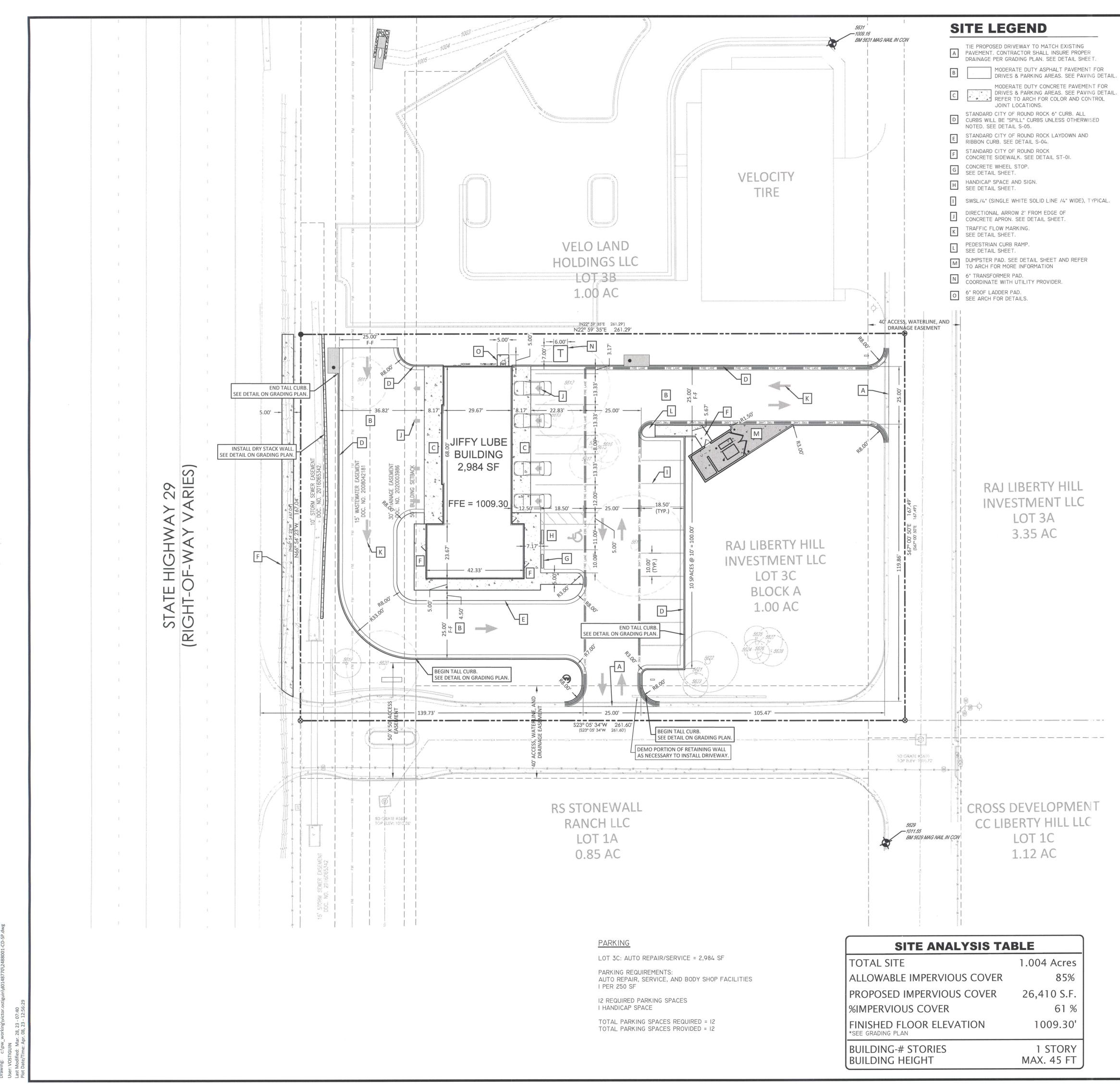
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

S S MAP & ANALY WER ш U DRAIN/ STORMSE/ STONEWALL COMMERCIAL JIFFY LUBE 12390 W SH-29 LIBERTY HILL, TX 78642 THESE PLANS ARE RELEASED UNDER THE AUTHORITY OF VICTOR OSTIGUIN SILVA, P.E., TBPE#145784, ON 01/31/23, FOR THE PURPOSES OF REVIEW AND ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO APPROVAL BY THE CITY OF LIBERTY HILL.

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#### SITE NOTES

- WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
- 2. EXTERIOR LIGHTING SHALL BE SHIELDED SUCH THAT THE LIGHT SOURCE IS NOT DIRECTLY VISIBLE FROM THE PUBLIC ROW OR ADJACENT RESIDENTIAL DISTRICTS OR USES AT THAT PROPERTY LINE. UNSHIELDED "WALL PACK" LIGHTING IS NOT PROPOSED.
- 3. ALL UTILITIES TO BE UNDERGROUND.
- 4. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- 5. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF LIBERTY HILL RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. PEC WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
- 6. WATER, WASTEWATER, DRAINAGE AND ANY OTHER UTILITY IMPROVEMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. REFER TO SPECIFIC PLAN SHEETS FOR CONSTRUCTION.
- 7. REFER TO LANDSCAPE DRAWINGS FOR PLACEMENT OF ALL FINAL VEGETATION AND PLANTINGS.
- 8. EVERY ACCESSIBLE PARKING SPACE MUST BE IDENTIFIED BY A SIGN, CENTERED AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE RESERVED OR EQUIVALENT LANGUAGE, CHARACTERS AND SYMBOLS ON SUCH SIGNS MUST BE LOCATED 84" MINIMUM ABOVE THE GROUND SO THAT THEY CANNOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
- 9. CONTRACTOR IS RESPONSIBLE FOR REPAIRS AND DAMAGE TO ANY EXISTING IMPROVEMENT DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
- 10. ALL PAVEMENT REMOVED SHALL BE DONE SUCH THAT THE REMAINING PAVEMENT IS LEFT WITH A CLEAN SMOOTH SAWCUT STRAIGHT EDGE.
- II. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS.
- 12. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- 13. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- 14. ALL EASEMENTS OF RECORD AS INDICATED BY THE MOST RECENT TITLE RUN DATED: DECEMBER 16, 2022, CONDUCTED BY QUICK INC. FOR THIS PROPERTY ARE SHOWN ON THIS SITE PLAN.
- 15. GARBAGE DUMPSTERS ARE LOCATED NO CLOSER TO A ROADWAY THAN THE FRONT WALL OF THE PRINCIPAL STRUCTURE LOCATED CLOSEST TO THE ROADWAY. GARBAGE DUMPSTERS ARE SCREENED BY A WALL (COMPROMISED OF MASONRY COMPATIBLE WITH THE STRUCTURE OR WOODCRETE) AT LEAST AS HIGH AS THE CONTAINER. THE OPEN SIDE OF THE DUMPSTER OR OTHER TRASH RECEPTACLE IS A GATE CONSTRUCTED OF SOLID WOOD OR METAL. THE DUMPSTER IS ORIENTED FOR PICKUP BY A FRONT LOAD GARBAGE TRUCK.
- 16. IF 90 GALLON ROLL OUT CONTAINERS ARE STORED OUTSIDE, THEY ARE REQUIRED TO BE ENCLOSED BY A PRIVACY FENCE.
- 17. NO OUTSIDE STORAGE OR DISPLAY IS PROPOSED.
- 18. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEASED SITE PLAN. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE SITE PLAN
- AMENDMENT AND APPROVAL OF THE CITY OF LIBERTY HILL.
- APPROVAL OF THIS SITE PLAN DOES NOT INCLUDE BUILDING CODE APPROVAL NOR BUILDING PERMIT APPROVAL.
   APPROVAL OF THESE PLANS BY THE CITY OF LIBERTY HILL INDICATES
- COMPLIANCE WITH APPLICABLE CITY REGULATIONS ONLY. COMPLIANCE WITH ACCESSIBILITY STANDARDS SUCH AS THE 2010 STANDARDS FOR ACCESSIBLE DESIGN OR THE 2012 TEXAS ACCESSIBILITY STANDARDS WAS NOT VERIFIED. THE APPLICANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE ACCESSIBILITY STANDARDS.
- 21. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
- 22. ACCESSIBLE PARKING SPACES MUST BE LOCATED ON A SURFACE WITH A SLOPE NOT EXCEEDING 1:50.
- 23. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50.24. FIRE LANE SHALL BE CONSTRUCTED OF CONCRETE OR ASPHALT ABLE TO
- WITHSTAND AN IMPOSED LOAD OF 75,000 POUNDS.25. THERE SHALL BE NO OVERHEAD OBSTRUCTIONS ABOVE THE FIRE LANE OF LESS THAN 13'-6".

### **PAVEMENT STRIPING LEGEND**

mmmmmmm FIRE LANE m

STANDARD WCESD #4 FIRE LANE MARKING. SEE DETAIL ON SHEET 14.





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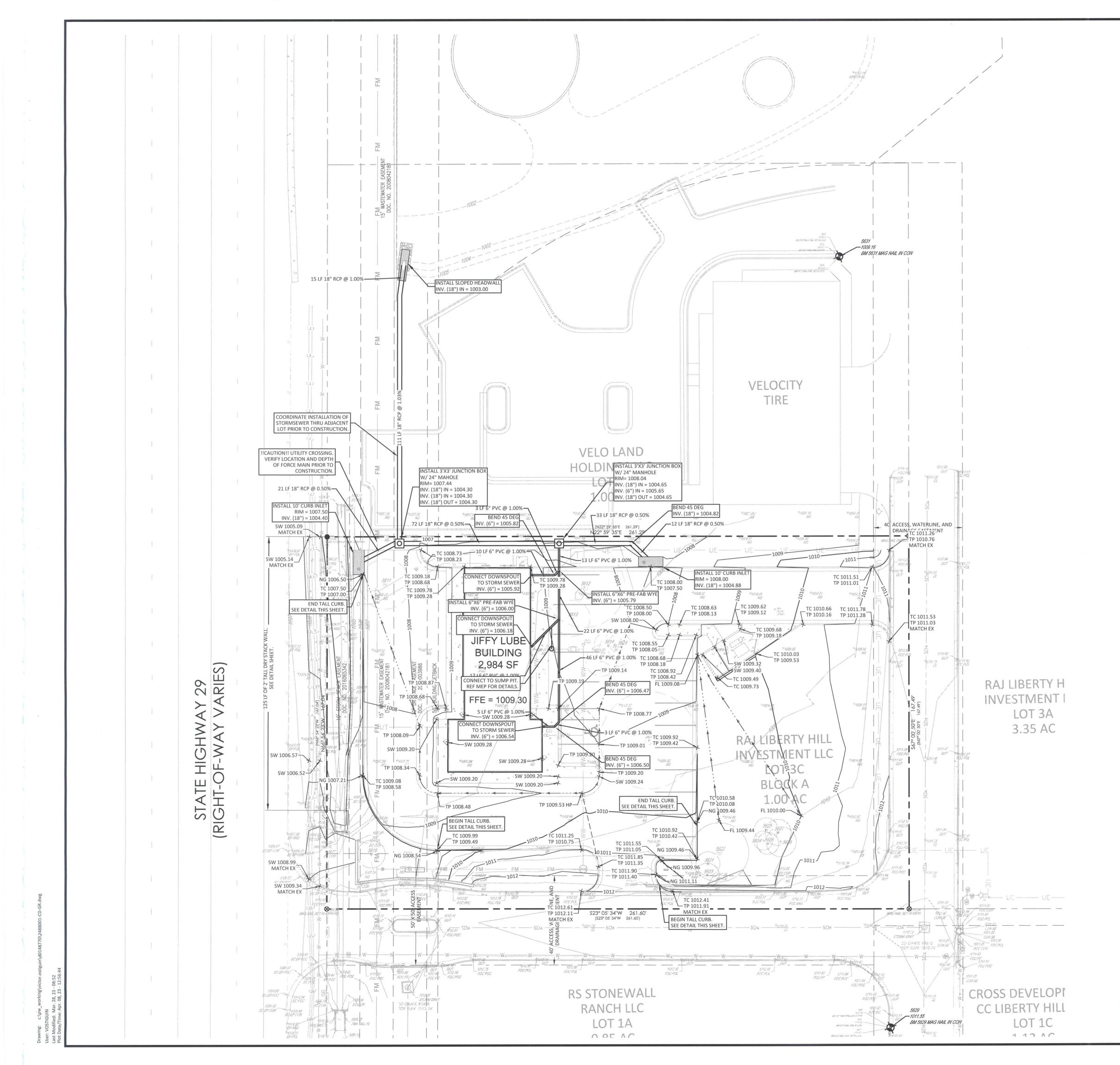
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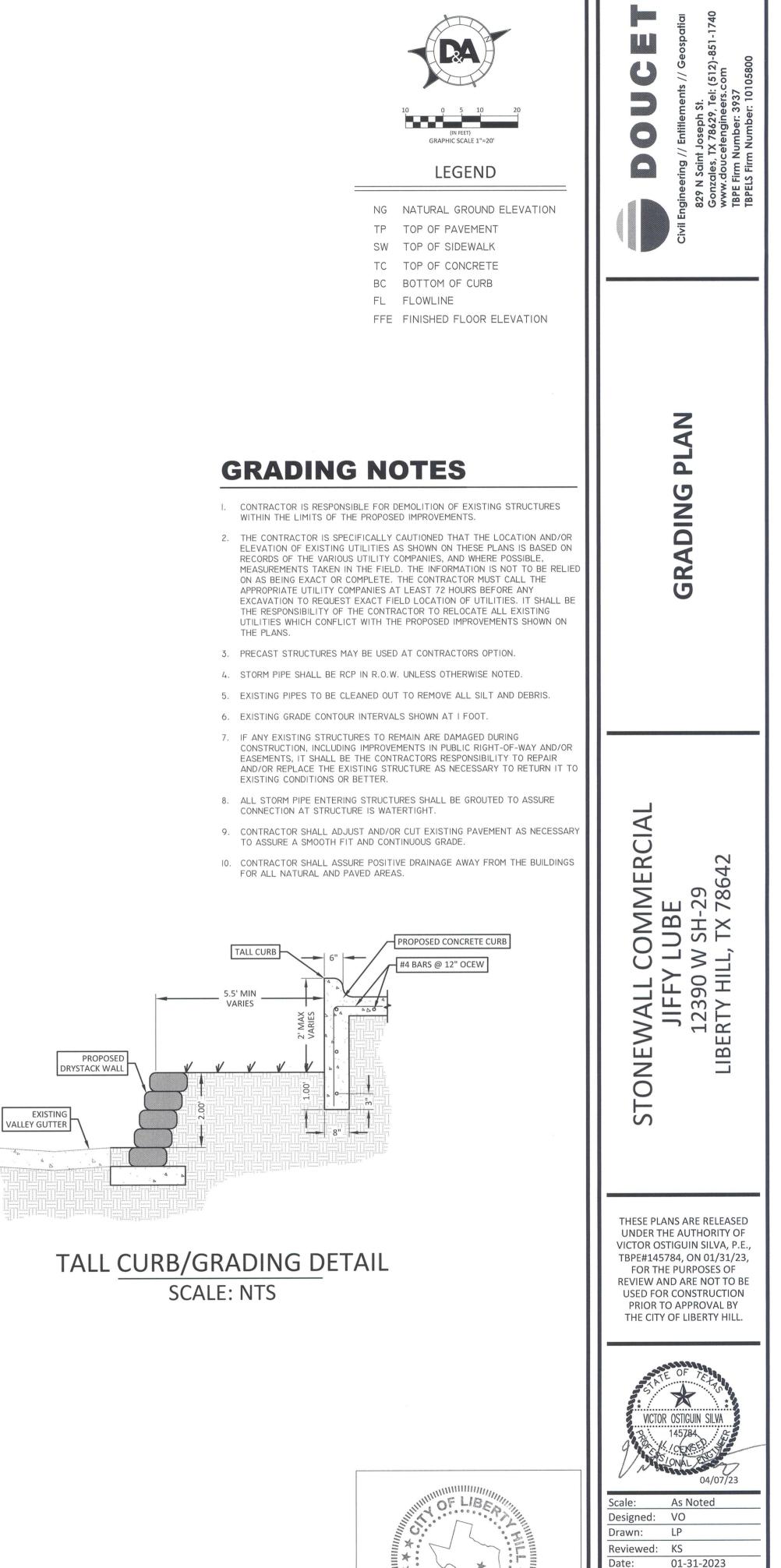
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WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL

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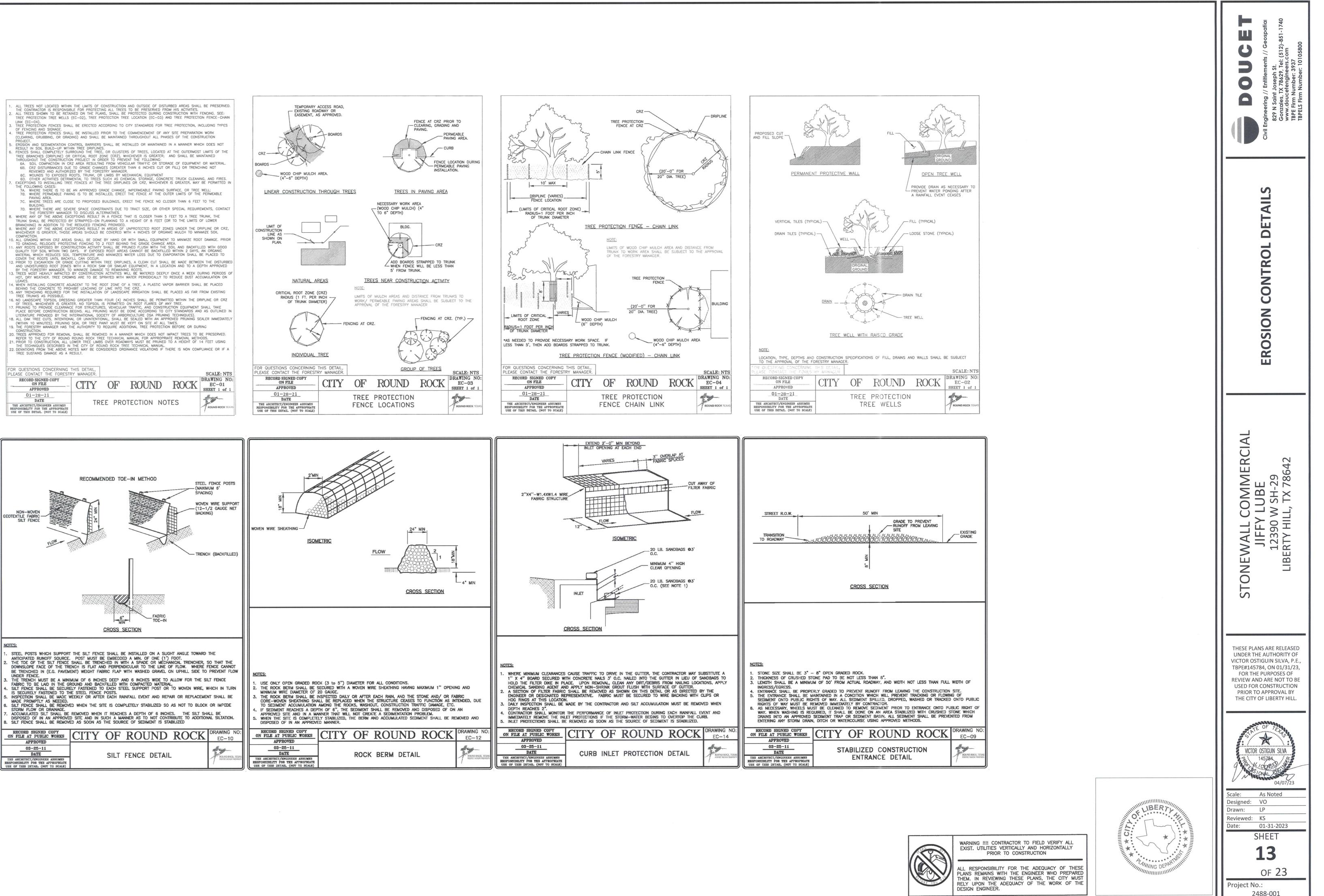
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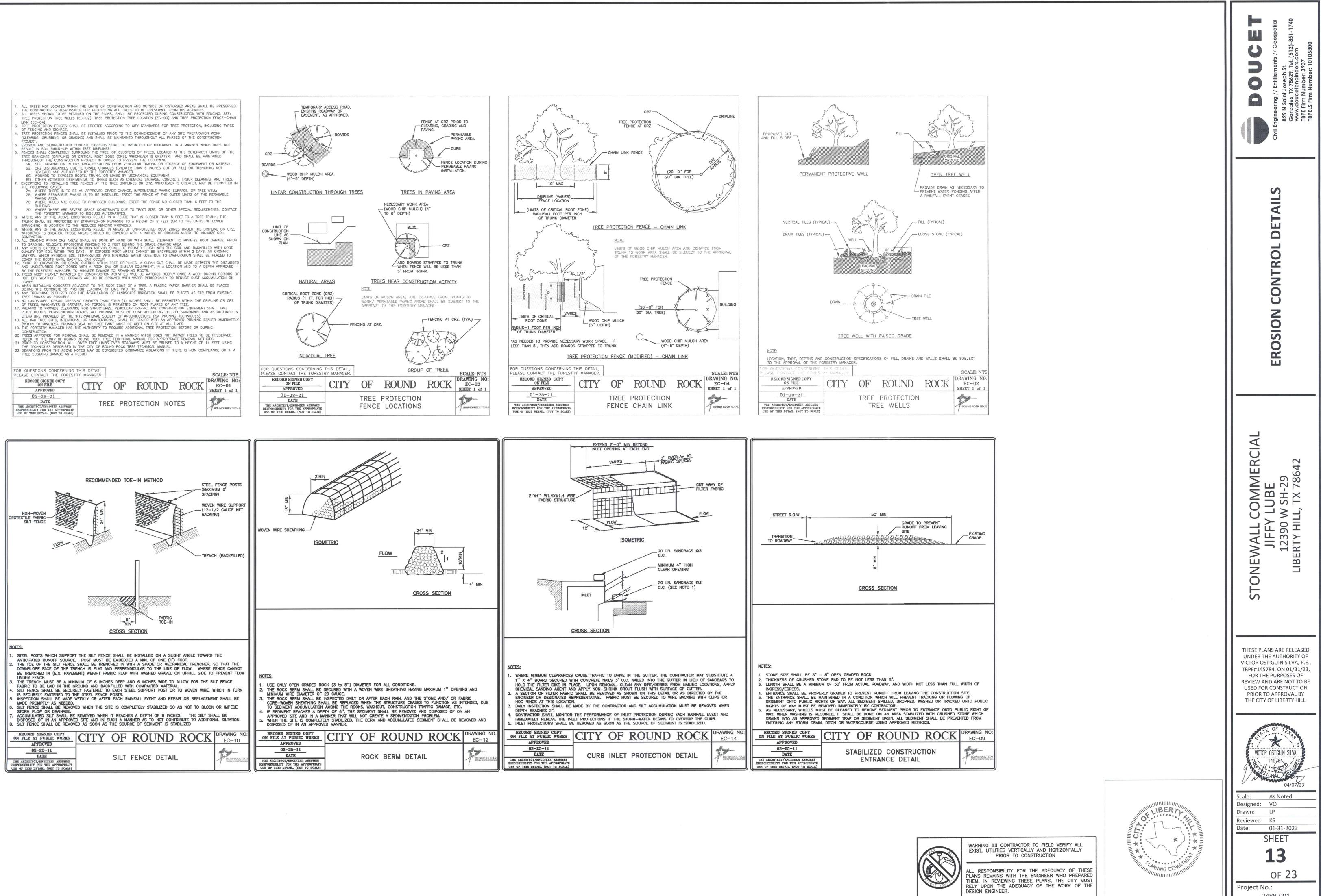
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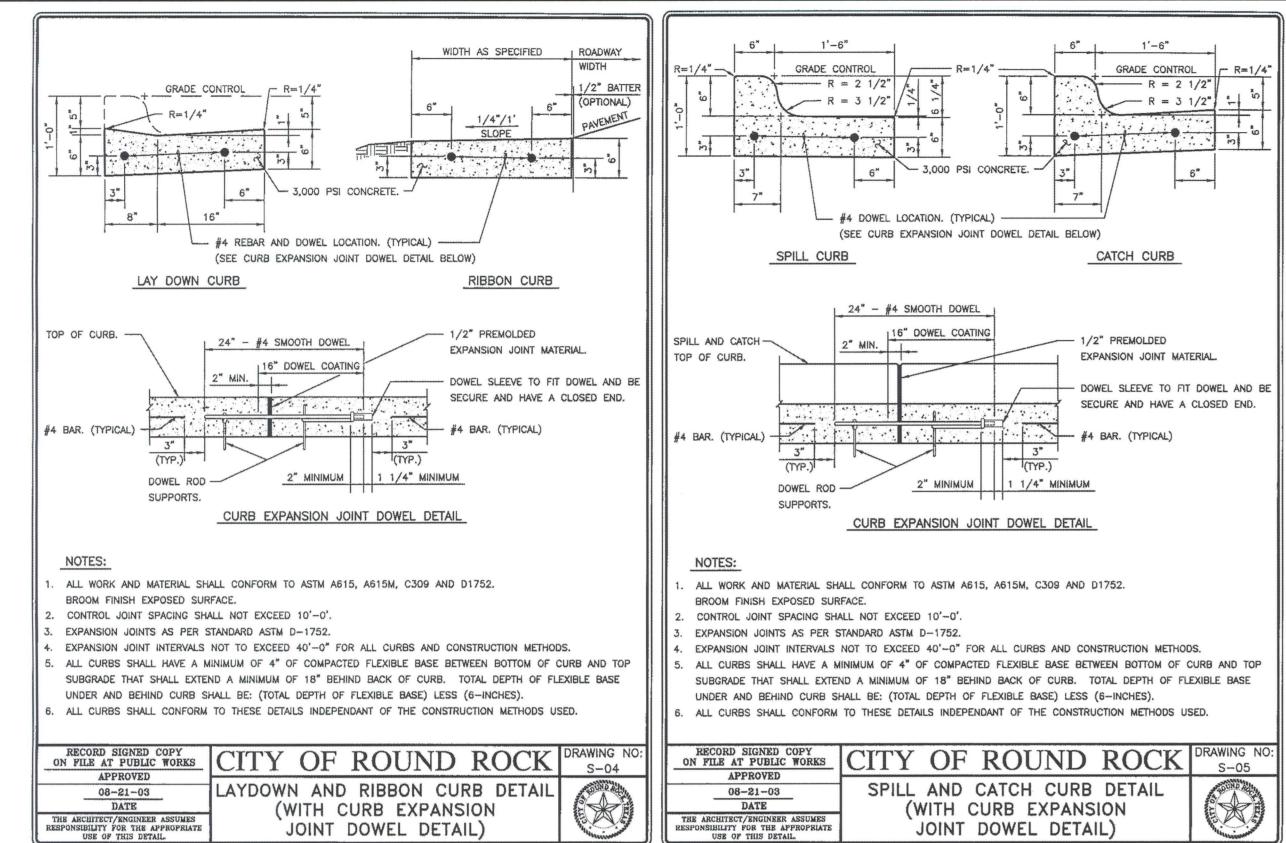
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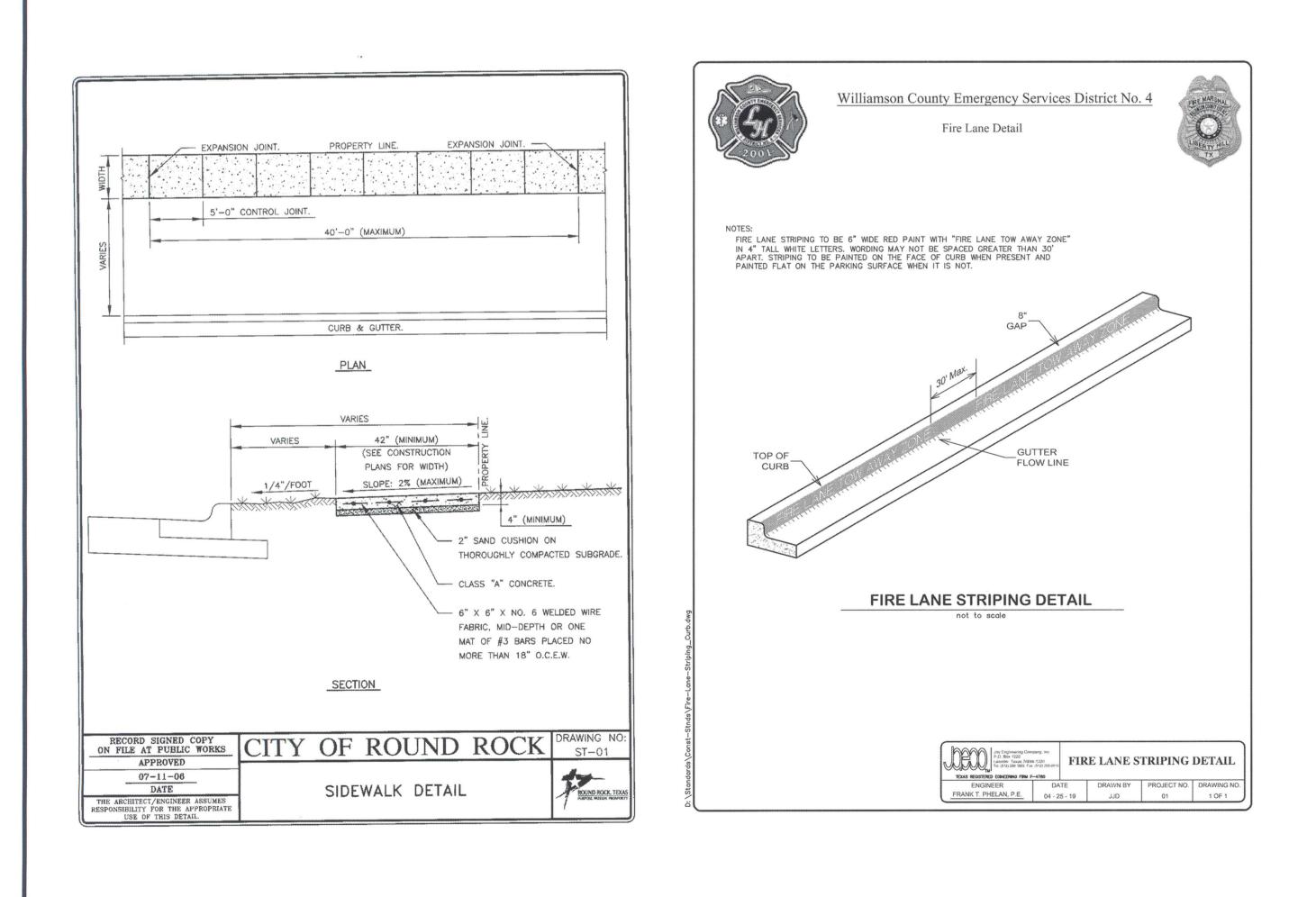
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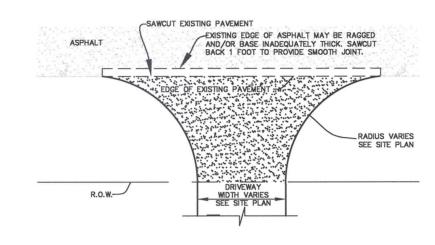




JOINT DOWEL DETAIL)



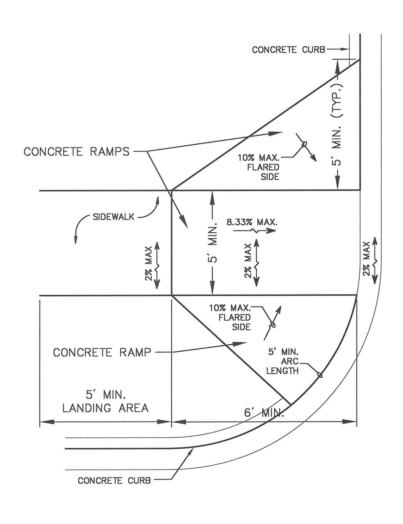
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(WITH (	CATCH CU CURB EXPA DOWEL DE	NSION	ΓΑΙL	



#### DRIVEWAY APPROACH DETAIL NOT TO SCALE

Recomme	nded Pave	ment Sectio	n Option	IS		
Component	Light-Duty 20,000 ESALs		Moderate-Duty 80,000 ESALs		Heavy-Duty 250,000 ESALs	
	Rigid	Asphalt	Rigid	Asphalt	Rigid	Asphalt
Portland Cement Reinforced Concrete (PCC)	5.0 in		5.5 in		6.5 in	
Hot Mixed Asphalt Concrete (HMAC)		2.0 in	1000 COOK-	2.5 in	1000 DOX	
Crushed Limestone Base (CLB)	381.09	8.0 in		10.0 in	200-000	900-00r





## CURB RAMP DETAIL NOT TO SCALE

2.5" HMAC

10" BASE

MOISTURE CONDITIONING SUBGRADE -----

HOT MIX ASPHALT CONCRETE SURFACE COURSE - THE ASPHALT CONCRETE SURFACE COURSE SHOULD BE PLANT MIXED, HOT LAID TYPE D (FINE GRADED SURFACE) OR TYPE C (COARSE GRADED SURFACE COURSE) MEETING THE SPECIFICATIONS REQUIREMENTS OF TXDOT ITEM 340 AND SPECIFIC CRITERIA FOR THE JOB MIX FORMULA. THE MIX SHOULD BE COMPACTED TO BETWEEN 92 AND 97 PERCENT OF THE MAXIMUM THEORETICAL DENSITY AS DETERMINED BY TEX-227-F.

CRUSHED LIMESTONE BASE - CRUSHED LIMESTONE BASE MATERIALS SHOULD BE PLACED IN MAXIMUM 6" COMPACTED LIFTS TO AT LEAST 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY TXDOT TEX-113-E. FLEXIBLE BASE MATERIALS SHOULD BE MOISTURE CONDITIONED TO BETWEEN -2 AND +3 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT. FLEXIBLE BASE MATERIALS SHOULD MEET THE REQUIREMENTS SPECIFIED IN 2014 TXDOT STANDARD SPECIFICATION ITEM 247, TYPE A, GRADE 1-2.

MOISTURE CONDITIONED SUBGRADE - SUBGRADE SOILS SHOULD BE SCARIFIED, MOISTURE CONDITIONED AND COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY TEX-114-E TO A DEPTH OF AT LEAST 8 INCHES. THE SOILS SHOULD BE MOISTURE CONDITIONED TO BETWEEN OPTIMUM AND +4 PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT JUST PRIOR TO COMPACTION. WHERE COMPETENT LIMESTONE BEDROCK IS ENCOUNTERED AT THE SUBGRADE ELEVATION AND VERIFIED BY ECS, THE MATERIAL NEED NOT BE RIPPED OR COMPACTED UNLESS DESIRED FOR CONSTRUCTABILITY PURPOSES.

> ASPHALT PAVEMENT DETAIL NOT TO SCALE

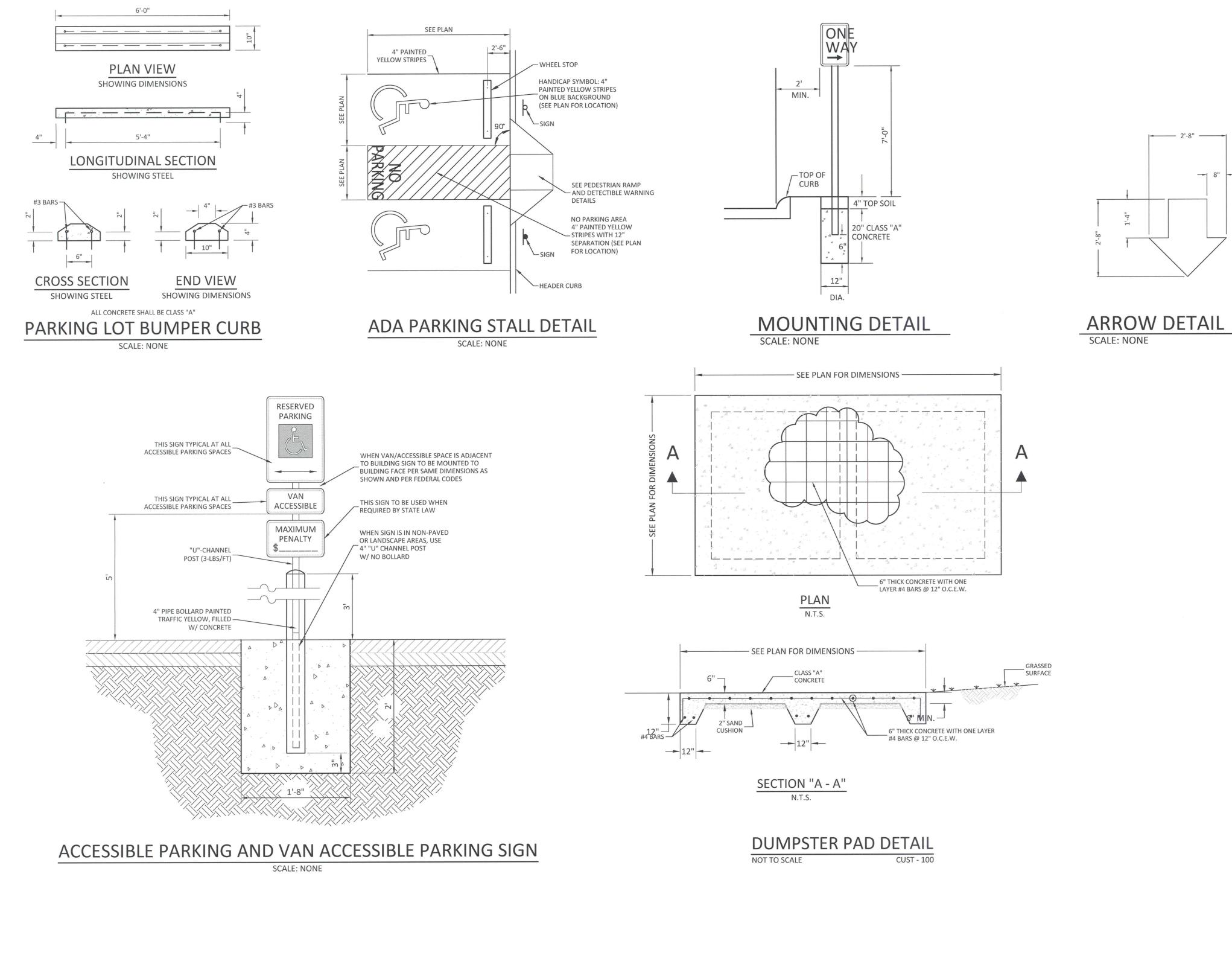
0 TBI W N 0 S A ш SITE 4 RCI, 2 4 OMME UBE SH-29 , TX 786 O Ľ X L NEWALL C JIFFY L 12390 M LIBERTY HILL NO -S THESE PLANS ARE RELEASED UNDER THE AUTHORITY OF VICTOR OSTIGUIN SILVA, P.E., TBPE#145784, ON 01/31/23 FOR THE PURPOSES OF **REVIEW AND ARE NOT TO BE** USED FOR CONSTRUCTION PRIOR TO APPROVAL BY THE CITY OF LIBERTY HILL. × VICTOR OSTIGUIN SIL 04/07As Noted Scale: Designed: VO Drawn: LP Reviewed: KS Date: 01-31-2023 SHEET 14 OF 23 Project No.:

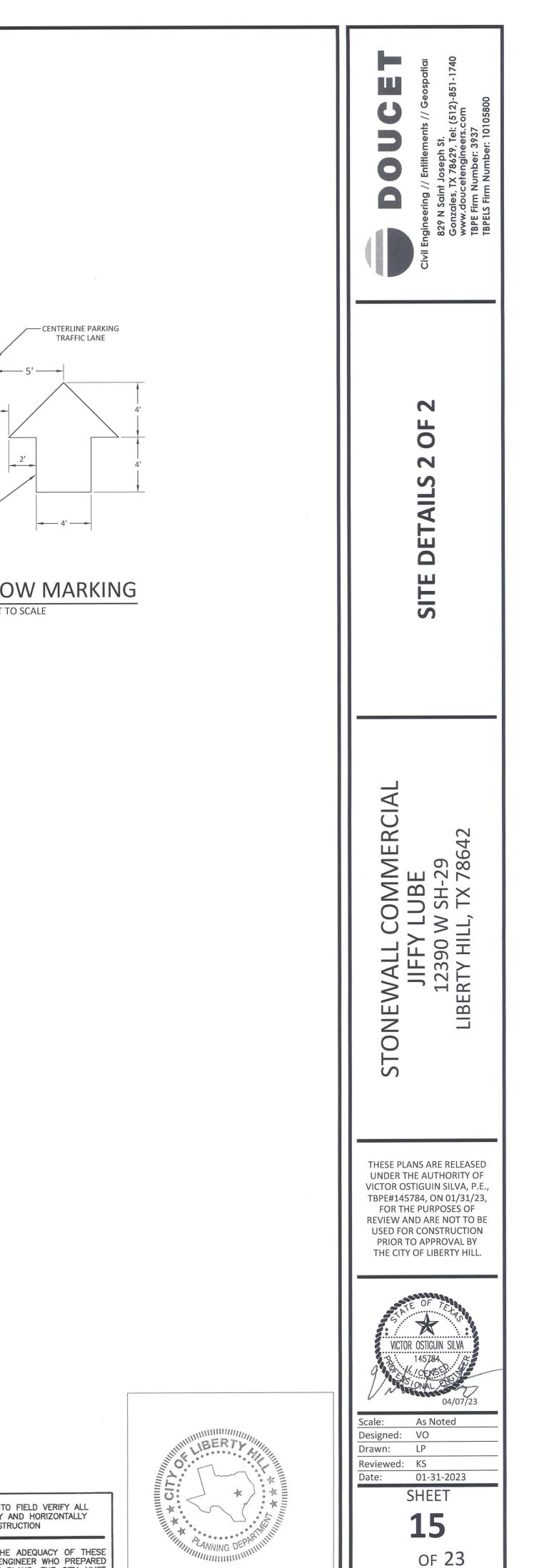
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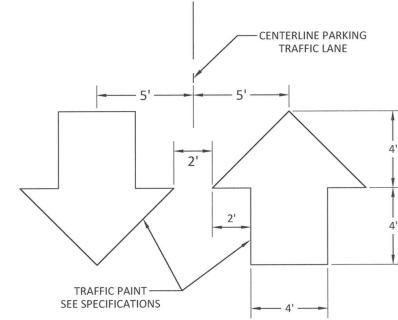
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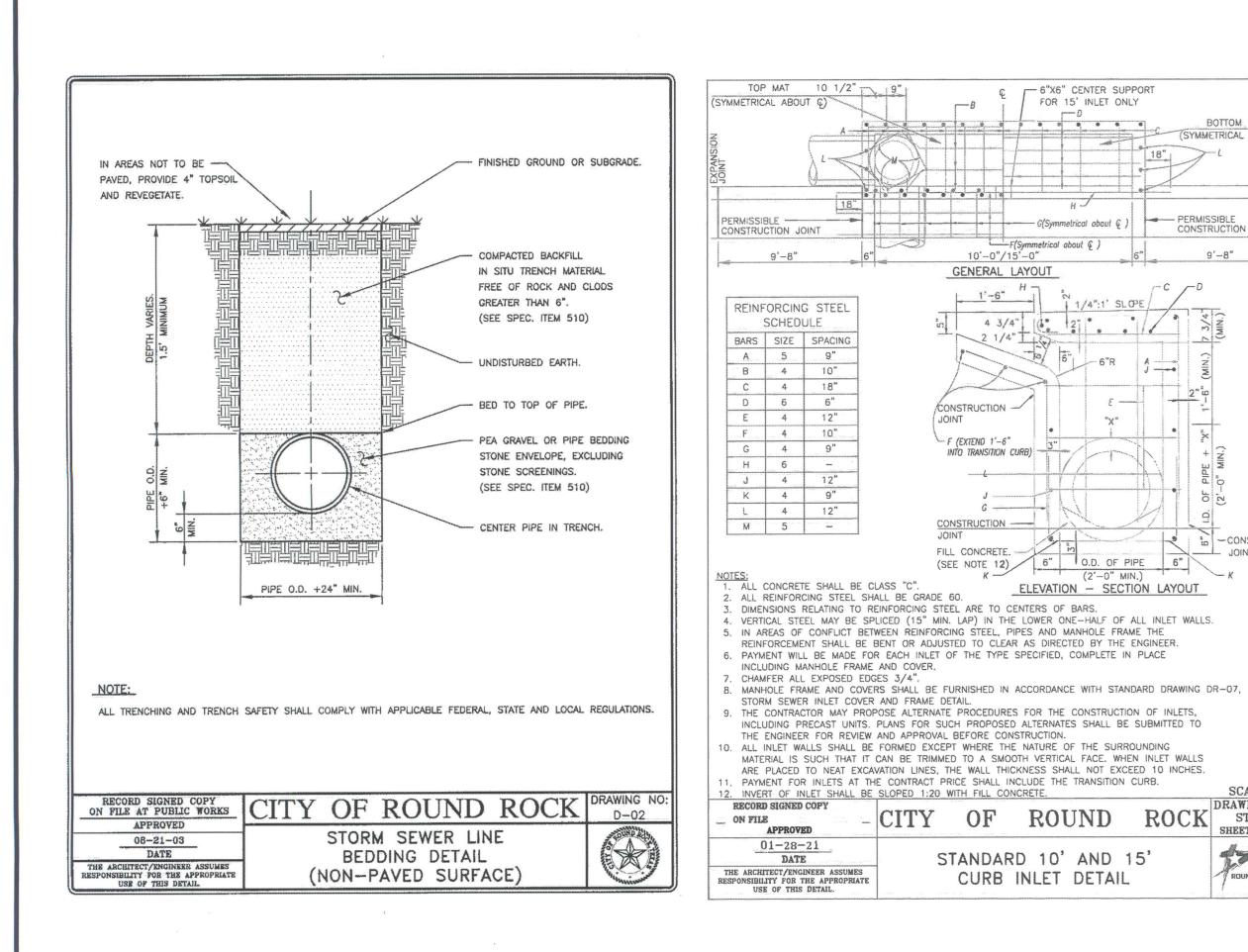
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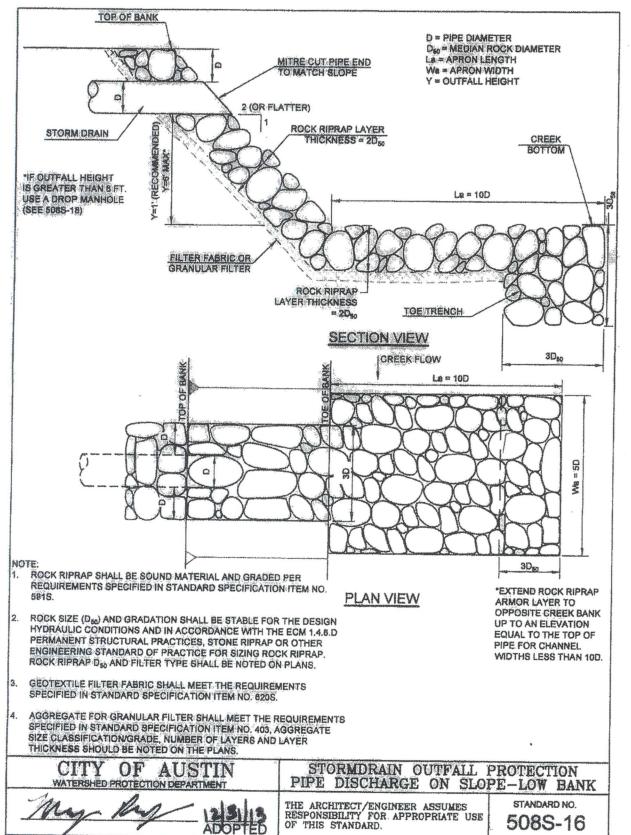
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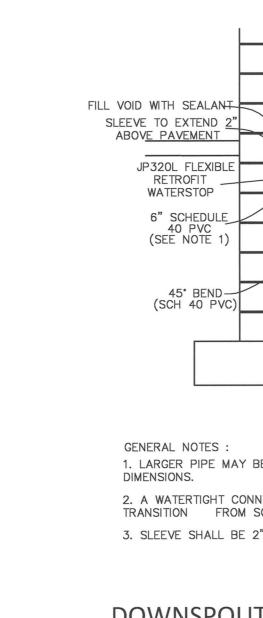


#### TRAFFIC FLOW MARKING NOT TO SCALE

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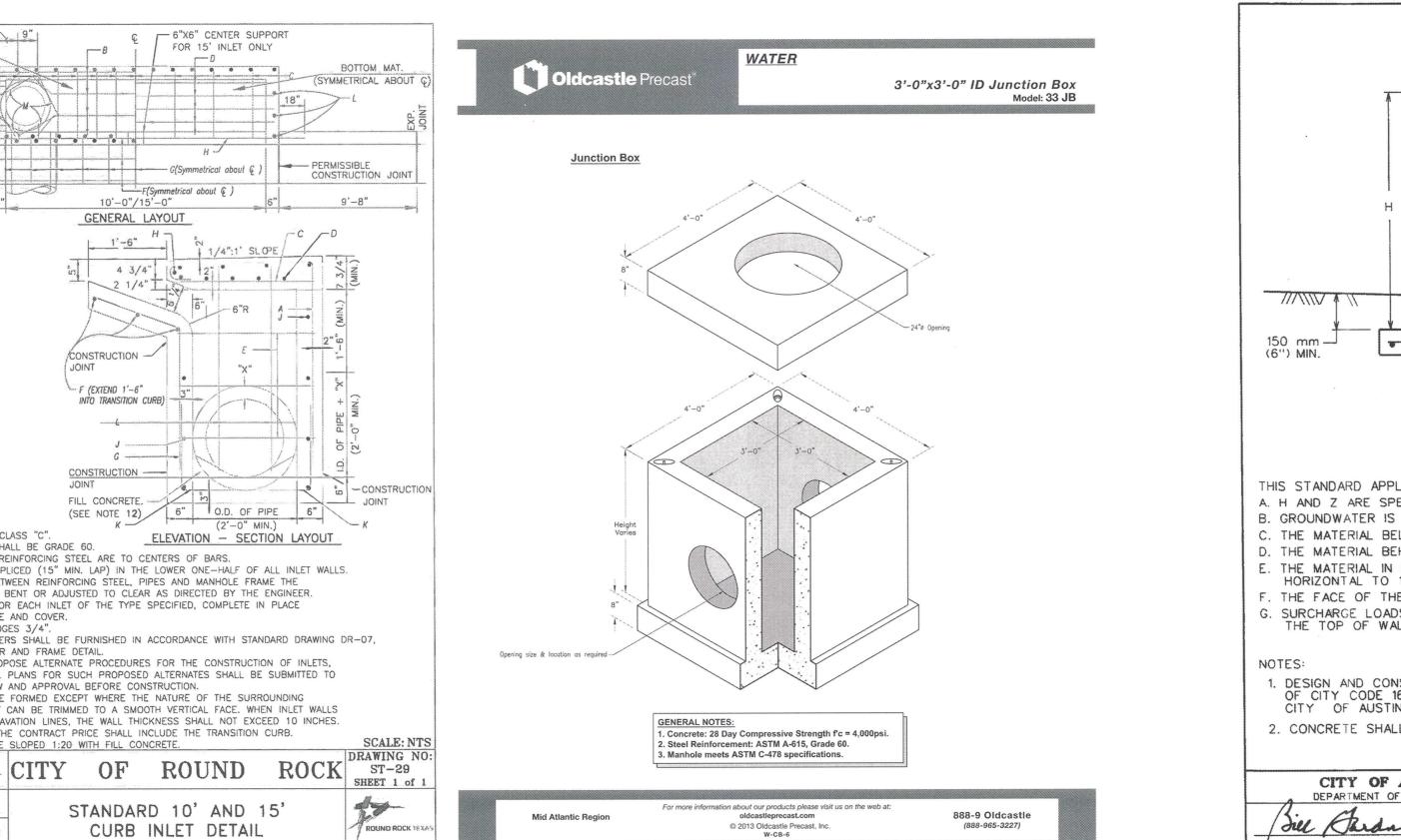






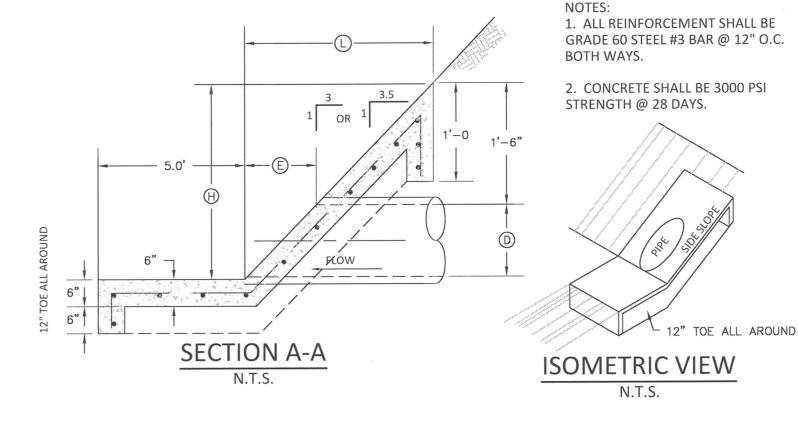
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HEADWALL TABLE

	3:1 SIDE SLOPE							
PIPE SIZE (D)	W (FT.)	Ww (FT.)	H (FT.)	L (FT.)	E (FT.)	C (FT.)		
18"	3.5'	6.59	3.0'	9.0'	4.5'	1.59		
24"	4.0'	7.92	3.5'	10.5'	6.0'	1.92		
30"	4.5'	9.25	4.0'	12.0'	7.5'	2.25		
36"	5.0'	10.83	4.5'	13.5'	9.0'	2.83		
42"	5.5'	12.18	5.0'	15.0'	10.5'	3.18		



SLOPED HEADWALL DETAIL

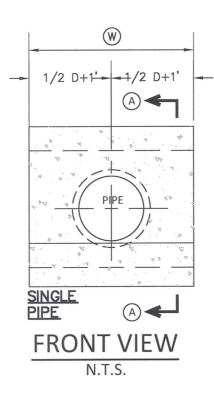
-DOWNSPOUT -PVC CAP WITH HOLE CUT TO FIT DOWN SPOUT MIN 8" PVC SLEEVE (SEE NOTE 3) 1% MINIMUM SLOPE 1.0% MIN SEE NOTE #2 PVC ASTM WATER TIGHT \_\_\_\_\_\_2241 DR-26 CONNECTION SEE GRADING PLAN FOR SIZE OF COLLECTOR

1. LARGER PIPE MAY BE REQUIRED BASED ON DOWN SPOUT

 A WATERTIGHT CONNECTION SHALL BE MAINTAINED WITH ANY TRANSITION FROM SCHEDULE 40 PVC PIPE TO ANY OTHER PIPE TYPE.
 SLEEVE SHALL BE 2" LARGER THAN DOWN SPOUT COLLECTOR PIPE.

#### DOWNSPOUT CONNECTION DETAIL

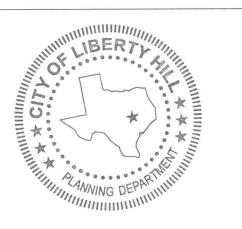
NOT TO SCALE



FILTER FABRIC OVER ERODIBLE SOIL, AS DIRECTED BY ENGINEER
Z Z STONE LAYERS MORTARED SEE ITEM 403.2 (6) MORTAR (GROUT)
1 75 mm (3") GRANULAR BLANKET SEE ITEM 210S FLEXIBLE BASE
150 mm X 300 mm X 600 mm (6" X 1' X 2') LIMESTONE
2 STONE LAYERS MORTARED SEE ITEM 403.2 (6) MORTAR (GROUT)
ENGINEERED REINFORCED CONCRETE FOOTING BARS @ '') C-C E.W. mm (') WIDE mm ('') THICK
LIES ONLY UNDER THE FOLLOWING CONDITIONS: ECIFIED ON THE DRAWING. NO HIGHER THAN THE BOTTOM OF THE FOOTING. LOW THE FOOTING IS FIRM AND STABLE. HIND THE WALL HAS A LEVEL SURFACE. FRONT OF THE WALL HAS A SLOPE NO STEEPER THAN 4 1 VERTICAL.
E WALL IS NO STEEPER THAN 1 HORIZONTAL TO 2 VERTICAL. OS BEHIND THE WALL ARE NO CLOSER THAN DISTANCE H FROM LL.

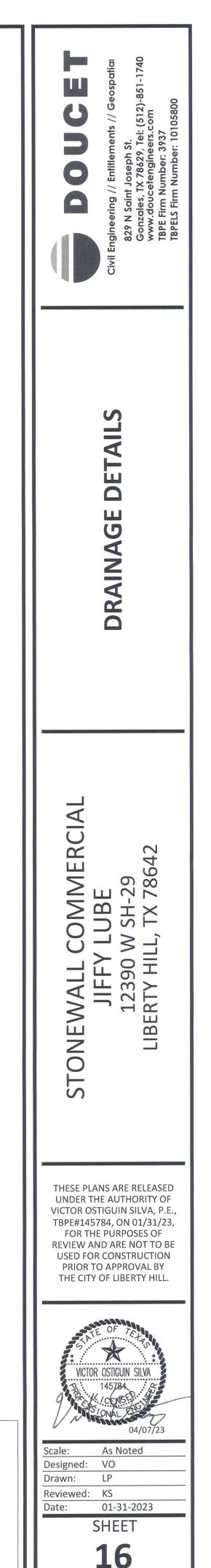
 DESIGN AND CONSTRUCTION OF ROCK WALL SHALL CONFORM TO THE REQUIREMENTS OF CITY CODE 16-7-2, PLACEMENT OF FENCES IN STREET CORNER AREAS, AND THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL FOR MINIMIM SIGHT DISTANCE.
 CONCRETE SHALL CONFORM TO ITEM 403S, "CONCRETE FOR STRUCTURES".

AUSTIN	DRY STACK ROCK WALL FOR SLOPE PROTECTION	
2/13/06	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE 623	s - 1



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OF 23

2488-001

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