

# Texas Commission on Environmental Quality

## Edwards Aquifer Application Cover Page

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### Our Review of Your Application

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

### Administrative Review

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

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

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

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

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

### Technical Review

1. When an application is deemed administratively complete, the technical review period begins. The regional office will distribute copies of the application to the identified affected city, county, and groundwater conservation district whose jurisdiction includes the subject site. These entities and the public have 30 days to provide comments on the application to the regional office. All comments received are reviewed by TCEQ.
2. A site assessment is usually conducted as part of the technical review, to evaluate the geologic assessment and observe existing site conditions. The site must be accessible to our staff. The site boundaries should be

clearly marked, features identified in the geologic assessment should be flagged, roadways marked and the alignment of the Sewage Collection System and manholes should be staked at the time the application is submitted. If the site is not marked the application may be returned.

3. We evaluate the application for technical completeness and contact the applicant and agent via Notice of Deficiency (NOD) to request additional information and identify technical deficiencies. There are two deficiency response periods available to the applicant. There are 14 days to resolve deficiencies noted in the first NOD. If a second NOD is issued, there is an additional 14 days to resolve deficiencies. If the response to the second notice is not received, is incomplete or inadequate, or provides new information that is incomplete or inadequate, the application must be withdrawn or 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> <b>TX1043 - New Braunfels High School</b>					<b>2. Regulated Entity No.: 111406369</b>				
<b>3. Customer Name:</b> <b>TVT II, LLC</b>					<b>4. Customer No.:</b>				
<b>5. Project Type:</b> (Please circle/check one)	New		Modification			Extension		Exception <b>XXX</b>	
<b>6. Plan Type:</b> (Please circle/check one)	WPAP <b>XXX</b>	CZP	SCS	UST	AST	EXP	EXT	Technical Clarification	Optional Enhanced Measures
<b>7. Land Use:</b> (Please circle/check one)	Residential <b>YES - MF</b>		Non-residential			<b>8. Site (acres):</b>		<b>0.029 Acres</b>	
<b>9. Application Fee:</b>	<b>\$ 500.00</b>		<b>10. Permanent BMP(s):</b>				<b>Yes - Existing JellyFish System, TCEQ Approved for Existing Site.</b>		

<b>11. SCS (Linear Ft.):</b>	<b>No</b>	<b>12. AST/UST (No. Tanks):</b>	<b>No</b>
<b>13. County:</b>	<b>Comal</b>	<b>14. Watershed:</b>	<b>Blieders Creek</b>

## 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](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.

<b>Austin Region</b>			
<b>County:</b>	<b>Hays</b>	<b>Travis</b>	<b>Williamson</b>
Original (1 req.)	—	—	—
Region (1 req.)	—	—	—
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	___ Austin ___ Buda ___ Dripping Springs ___ Kyle ___ Mountain City ___ San Marcos ___ Wimberley ___ Woodcreek	___ Austin ___ Bee Cave ___ Pflugerville ___ Rollingwood ___ Round Rock ___ Sunset Valley ___ West Lake Hills	___ Austin ___ Cedar Park ___ Florence ___ Georgetown ___ Jerrell ___ Leander ___ Liberty Hill ___ Pflugerville ___ Round Rock

<b>San Antonio Region</b>					
<b>County:</b>	<b>Bexar</b>	<b>Comal</b>	<b>Kinney</b>	<b>Medina</b>	<b>Uvalde</b>
Original (1 req.)	—	—	—	—	—
Region (1 req.)	—	—	—	—	—
County(ies)	—	—	—	—	—
Groundwater Conservation District(s)	___ Edwards Aquifer Authority ___ Trinity-Glen Rose	<b>X</b> Edwards Aquifer Authority	___ Kinney	___ EAA ___ Medina	___ EAA ___ Uvalde
City(ies) Jurisdiction	___ Castle Hills ___ Fair Oaks Ranch	___ Bulverde ___ Fair Oaks Ranch ___ Garden Ridge	NA	___ San Antonio ETJ (SAWS)	NA

	<input type="checkbox"/> Helotes <input type="checkbox"/> Hill Country Village <input type="checkbox"/> Hollywood Park <input type="checkbox"/> San Antonio (SAWS) <input type="checkbox"/> Shavano Park	<input checked="" type="checkbox"/> New Braunfels <input type="checkbox"/> Schertz			
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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.

**Steven B. Sylliaasen, P.E.**

Print Name of Customer/Authorized Agent



*JUNE 21, 2024*

Signature of Customer/Authorized Agent

Date

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



# General Information Form

## Texas Commission on Environmental Quality

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

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

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

## Signature

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

Print Name of Customer/Agent: Steven B. Sylliaasen, P.E. - Consulting Civil Engineer, LLC

Date: June 21, 2024

Signature of Customer/Agent:



## Project Information

1. Regulated Entity Name: TX 1043 - New Braunfels High School

2. County: Comal

3. Stream Basin: Blieders Creek

4. Groundwater Conservation District (If applicable): \_\_\_\_\_

5. Edwards Aquifer Zone:

- ☒ Recharge Zone  
☐ Transition Zone

6. Plan Type:

- ☐ WPAP  
☐ SCS  
☐ Modification

- ☐ AST  
☐ UST  
☒ Exception Request

7. Customer (Applicant):

Contact Person: Mr. Craig Royal

Entity: TVT II, L.L.C.

Mailing Address: 495 Tennessee Street

City, State: Memphis, Tennessee

Zip: 38103

Telephone: (901) 277-4083

FAX: \_\_\_\_\_

Email Address: royal@towerventures.com

8. Agent/Representative (If any):

Contact Person: Steven B. Sylliaasen, P.E.

Entity: Steven B. Sylliaasen, P.E. - Consulting Civil Engineer, LLC

Mailing Address: 10720 Thoroughbred Drive

City, State: Austin, Texas

Zip: 78748

Telephone: (512) 280-7103

FAX: \_\_\_\_\_

Email Address: stevesylli@sbcglobal.net

9. Project Location:

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

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

1663U Independence Drive, New Braunfels, Texas 78132

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

12. ☒ **Attachment B - USGS / Edwards Recharge Zone Map.** A copy of the official 7 ½ minute USGS Quadrangle Map (Scale: 1" = 2000') of the Edwards Recharge Zone is attached. The map(s) clearly show:

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

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

☒ Survey staking will be completed by this date: June 2024

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

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

15. Existing project site conditions are noted below:

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

### ***Prohibited Activities***

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

- (1) Waste disposal wells regulated under 30 TAC Chapter 331 of this title (relating to Underground Injection Control);
- (2) New feedlot/concentrated animal feeding operations, as defined in 30 TAC §213.3;
- (3) Land disposal of Class I wastes, as defined in 30 TAC §335.1;
- (4) The use of sewage holding tanks as parts of organized collection systems; and
- (5) New municipal solid waste landfill facilities required to meet and comply with Type I standards which are defined in §330.41(b), (c), and (d) of this title (relating to Types of Municipal Solid Waste Facilities).
- (6) New municipal and industrial wastewater discharges into or adjacent to water in the state that would create additional pollutant loading.

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

- (1) Waste disposal wells regulated under 30 TAC Chapter 331 (relating to Underground Injection Control);
- (2) Land disposal of Class I wastes, as defined in 30 TAC §335.1; and

- (3) New municipal solid waste landfill facilities required to meet and comply with Type I standards which are defined in §330.41 (b), (c), and (d) of this title.

### ***Administrative Information***

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

- ☐ For a Water Pollution Abatement Plan or Modification, the total acreage of the site where regulated activities will occur.
- ☐ For an Organized Sewage Collection System Plan or Modification, the total linear footage of all collection system lines.
- ☐ For a UST Facility Plan or Modification or an AST Facility Plan or Modification, the total number of tanks or piping systems.
- ☒ A request for an exception to any substantive portion of the regulations related to the protection of water quality.
- ☐ A request for an extension to a previously approved plan.

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

- ☒ TCEQ cashier
- ☐ Austin Regional Office (for projects in Hays, Travis, and Williamson Counties)
- ☒ San Antonio Regional Office (for projects in Bexar, Comal, Kinney, Medina, and Uvalde Counties)

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

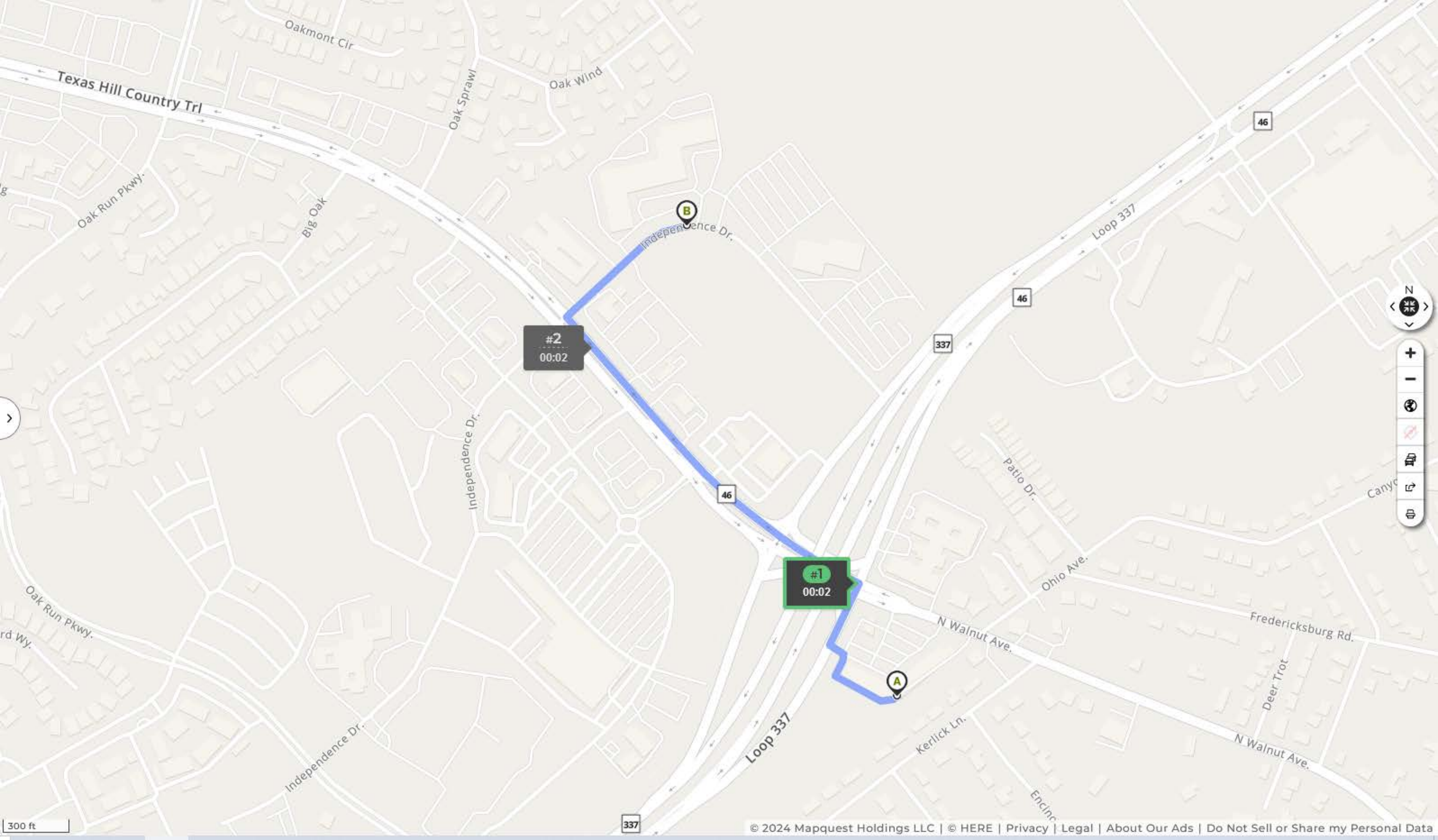
21. ☒ No person shall commence any regulated activity until the Edwards Aquifer Protection Plan(s) for the activity has been filed with and approved by the Executive Director.

EDWARDS AQUIFER APPLICATION  
RECHARGE and TRANSITION ZONE EXCEPTION REQUEST  
Cell Tower at the Devereaux Apartments  
1661 Independence Drive, New Braunfels, Texas 78132

**EDWARDS AQUIFER APPLICATION -  
RECHARGE and TRANSITION ZONE EXCEPTION REQUEST  
GENERAL INFORMATION FORM (TCEQ-0587)**

**ATTACHMENT A – ROAD MAP**





#2  
00:02

#1  
00:02

300 ft

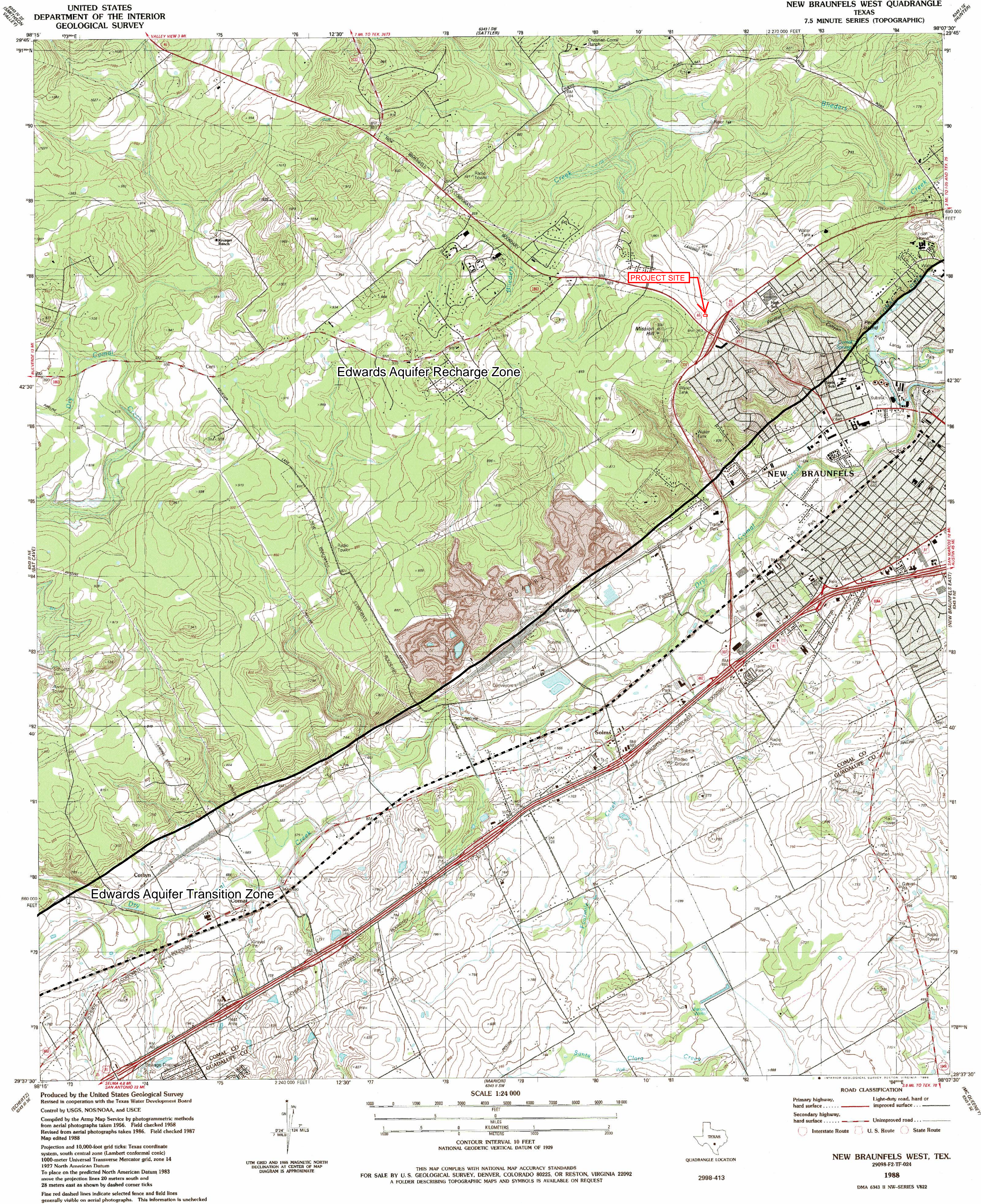


EDWARDS AQUIFER APPLICATION  
RECHARGE and TRANSITION ZONE EXCEPTION REQUEST  
Cell Tower at the Devereaux Apartments  
1661 Independence Drive, New Braunfels, Texas 78132

**EDWARDS AQUIFER APPLICATION -  
RECHARGE and TRANSITION ZONE EXCEPTION REQUEST  
GENERAL INFORMATION FORM (TCEQ-0587)**

**ATTACHMENT B – USGS / EDWARDS RECHARGE ZONE MAP**







**EDWARDS AQUIFER APPLICATION -  
RECHARGE and TRANSITION ZONE EXCEPTION REQUEST  
GENERAL INFORMATION FORM (TCEQ-0587)**

**ATTACHMENT C – PROJECT DESCRIPTION**

The project is proposing to construct a wireless telecommunications facility at an existing apartment site.

**Description of Existing Apartment Site**

The existing apartment site is an 8.63 acre site, known as The Devereaux Apartments, located at 1661 Independence Drive in New Braunfels, Texas. The legal description of the existing apartment site is: Lot 3 of The Devereaux, recorded in Document #202206036252, of the Map and Plat Records of Comal County, Texas and deeded to the Westpointe Apartments, LTD., recorded in Document #202106038875, of the Official Public Records of Comal County, Texas.

The existing apartment site is a single-building apartment with associated parking and site amenities. The existing apartment site has 6.41 acres of impervious cover, which equals 74.27% of the site. The existing apartment site previously had a Water Pollution Abatement Plan (WPAP) approved by Texas Commission on Environmental Quality (TCEQ), in compliance with 30 Texas Administrative Code, Chapter 213, the Edwards Aquifer Protection Program, on April 14, 2022.

The existing apartment site's WPAP was approved with a JellyFish water quality system that required a minimum 5,754 pounds of annual Total Suspended Solid (TSS) treatment and removal from the 6.41 acres of impervious cover per year. A minimum of 80% TSS removal efficiency was required. The existing apartment site's JellyFish installed water quality system was designed to remove 6,232 pounds of annual Total Suspended Solid (TSS) from the 6.41 acres of impervious cover. A design of 86.65% TSS removal efficiency was achieved.

**Description of Proposed Improvements**

The project proposes to construct an unmanned telecommunications facility in one (1) phase.

The project is proposing to construct a wireless telecommunications facility consisting of a telecommunications tower, space for carrier equipment and a utility backboard within a fenced compound. No water or wastewater utility service is proposed with these improvements.

The proposed wireless telecommunications facility area will consist of a 50' x 25' easement area that will contain the RF concealment tree monopole telecommunications tower, a 15' x 20' carrier equipment area, a 15' x 20' AT&T lease area and a metal framed utility backboard. The wireless telecommunications facility area will be contained within a 49' x 24' wood fenced area.

The site improvements propose to demolish the existing retaining wall crossing the easement area and reconstruct a new retaining wall around the limits of the easement area.

EDWARDS AQUIFER APPLICATION  
RECHARGE and TRANSITION ZONE EXCEPTION REQUEST  
Cell Tower at the Devereaux Apartments  
1661 Independence Drive, New Braunfels, Texas 78132

The proposed wireless telecommunications facility is proposing to add 400 s.f. (0.0092 acres) of additional impervious cover to the easement area and the existing apartment site. The impervious cover added by the wireless telecommunications facility will increase the proposed impervious cover for the entire 8.63 acre site to 6.42 acres of impervious cover, which equals 74.39% of the site.

Adding the wireless telecommunications facility's proposed impervious cover to the existing apartment site's impervious cover, increases the existing apartment site's JellyFish water quality system's minimum annual Total Suspended Solid (TSS) treatment and removal from 5,754 pounds per year, to 5,763 pounds per year for the 6.42 acres of impervious cover. A minimum of 80% TSS removal efficiency is still required. The existing apartment site's JellyFish installed water quality system was designed to remove 6,232 pounds of annual Total Suspended Solid (TSS) from the existing 6.41 acres of impervious cover.

Therefore, the increase to 5,763 pounds of minimum annual Total Suspended Solid (TSS) to be treated and removed by the proposed 6.42 acres of impervious cover per year, is still less than the 6,232 pounds of annual Total Suspended Solid (TSS) being achieved by the existing apartment site's JellyFish installed water quality system. A design of 86.51% TSS removal efficiency is achieved with the wireless telecommunications facility site improvements .

# Recharge and Transition Zone Exception Request Form

Texas Commission on Environmental Quality

30 TAC §213.9 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 **Recharge and Transition Zone Exception Request Form** is hereby submitted for TCEQ review and executive director approval. The request was prepared by:

Print Name of Customer/Agent: Steven B. Sylliaasen, P.E. - Consulting Civil Engineer, LLC

Date: June 21, 2024

Signature of Customer/Agent:



Regulated Entity Name: TX1043 - New Braufels High School

## Exception Request

1. ☒ **Attachment A - Nature of Exception.** A narrative description of the nature of each exception requested is attached. All provisions of 30 TAC §213 Subchapter A for which an exception is being requested have been identified in the description.
2. ☒ **Attachment B - Documentation of Equivalent Water Quality Protection.** Documentation demonstrating equivalent water quality protection for the Edwards Aquifer is attached.

## Administrative Information

3. ☒ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies must be submitted to the appropriate regional office.
4. ☒ The applicant understands that no exception will be granted for a prohibited activity in Chapter 213.
5. ☒ The applicant understands that prior approval under this section must be obtained from the executive director for the exception to be authorized.

EDWARDS AQUIFER APPLICATION  
RECHARGE and TRANSITION ZONE EXCEPTION REQUEST  
Cell Tower at the Devereaux Apartments  
1661 Independence Drive, New Braunfels, Texas 78132

**EDWARDS AQUIFER APPLICATION -  
RECHARGE and TRANSITION ZONE EXCEPTION REQUEST FORM (TCEQ-0628)**

**ATTACHMENT A – NATURE OF EXCEPTION**

The project is proposing to construct a wireless telecommunications facility at an existing apartment site.

The existing apartment site is an 8.63 acre site consisting of a single-building apartment with associated parking and site amenities. The existing apartment site has 6.41 acres of impervious cover, which equals 74.27% of the site. The existing apartment site previously had a Water Pollution Abatement Plan (WPAP) approved by Texas Commission on Environmental Quality (TCEQ), in compliance with 30 Texas Administrative Code, Chapter 213, the Edwards Aquifer Protection Program, on April 14, 2022.

The proposed wireless telecommunications facility is proposing to add 400 s.f. (0.0092 acres) of additional impervious cover to the existing apartment site. The impervious cover added by the wireless telecommunications facility will increase the proposed impervious cover for the entire 8.63 acre site to 6.42 acres of impervious cover, which equals 74.39% of the site.



**EDWARDS AQUIFER APPLICATION -  
RECHARGE and TRANSITION ZONE EXCEPTION REQUEST FORM (TCEQ-0628)**

**ATTACHMENT B – DOCUMENTATION OF EQUIVALENT WATER QUALITY PROTECTION**

The existing apartment site is a single-building apartment with associated parking and site amenities. The existing apartment site has 6.41 acres of impervious cover, which equals 74.27% of the site.

The existing apartment site's WPAP was approved with a JellyFish water quality system that required a minimum 5,754 pounds of annual Total Suspended Solid (TSS) treatment and removal from the 6.41 acres of impervious cover per year. A minimum of 80% TSS removal efficiency was required. The existing apartment site's JellyFish installed water quality system was designed to remove 6,232 pounds of annual Total Suspended Solid (TSS) from the 6.41 acres of impervious cover. A design of 86.65% TSS removal efficiency was achieved.

The proposed wireless telecommunications facility is proposing to add 400 s.f. (0.0092 acres) of additional impervious cover to the easement area and the existing apartment site. The impervious cover added by the wireless telecommunications facility will increase the proposed impervious cover for the entire 8.63 acre site to 6.42 acres of impervious cover, which equals 74.39% of the site.

Adding the wireless telecommunications facility's proposed impervious cover to the existing apartment site's impervious cover, increases the existing apartment site's JellyFish water quality system's minimum annual Total Suspended Solid (TSS) treatment and removal from 5,754 pounds per year, to 5,763 pounds per year for the 6.42 acres of impervious cover. A minimum of 80% TSS removal efficiency is still required. The existing apartment site's JellyFish installed water quality system was designed to remove 6,232 pounds of annual Total Suspended Solid (TSS) from the existing 6.41 acres of impervious cover.

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# Temporary Stormwater Section

## Texas Commission on Environmental Quality

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

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

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

## Signature

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

Print Name of Customer/Agent: Steven B. Sylliaasen, P.E. - Consulting Civil Engineer, LLC

Date: June 21, 2024

Signature of Customer/Agent:



Regulated Entity Name: TX 1043 - New Braunfels High School

## Project Information

### Potential Sources of Contamination

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

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

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

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

☐ Aboveground storage tanks with a cumulative storage capacity of less than 250 gallons will be stored on the site for less than one (1) year.

- ☐ Aboveground storage tanks with a cumulative storage capacity between 250 gallons and 499 gallons will be stored on the site for less than one (1) year.
- ☐ Aboveground storage tanks with a cumulative storage capacity of 500 gallons or more will be stored on the site. An Aboveground Storage Tank Facility Plan application must be submitted to the appropriate regional office of the TCEQ prior to moving the tanks onto the project.
- ☒ Fuels and hazardous substances will not be stored on the site.
- 2. ☒ **Attachment A - Spill Response Actions.** A site specific description of the measures to be taken to contain any spill of hydrocarbons or hazardous substances is attached.
- 3. ☐ Temporary aboveground storage tank systems of 250 gallons or more cumulative storage capacity must be located a minimum horizontal distance of 150 feet from any domestic, industrial, irrigation, or public water supply well, or other sensitive feature.
- 4. ☒ **Attachment B - Potential Sources of Contamination.** A description of any activities or processes which may be a potential source of contamination affecting surface water quality is attached.

### ***Sequence of Construction***

- 5. ☒ **Attachment C - Sequence of Major Activities.** A description of the sequence of major activities which will disturb soils for major portions of the site (grubbing, excavation, grading, utilities, and infrastructure installation) is attached.
  - ☒ For each activity described, an estimate (in acres) of the total area of the site to be disturbed by each activity is given.
  - ☒ For each activity described, include a description of appropriate temporary control measures and the general timing (or sequence) during the construction process that the measures will be implemented.
- 6. ☒ Name the receiving water(s) at or near the site which will be disturbed or which will receive discharges from disturbed areas of the project: Blieders Creek

### ***Temporary Best Management Practices (TBMPs)***

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

- 7. ☒ **Attachment D – Temporary Best Management Practices and Measures.** TBMPs and measures will prevent pollution of surface water, groundwater, and stormwater. The construction-phase BMPs for erosion and sediment controls have been designed to retain sediment on site to the extent practicable. The following information is attached:

- ☒ A description of how BMPs and measures will prevent pollution of surface water, groundwater or stormwater that originates upgradient from the site and flows across the site.
  - ☒ A description of how BMPs and measures will prevent pollution of surface water or groundwater that originates on-site or flows off site, including pollution caused by contaminated stormwater runoff from the site.
  - ☒ A description of how BMPs and measures will prevent pollutants from entering surface streams, sensitive features, or the aquifer.
  - ☒ A description of how, to the maximum extent practicable, BMPs and measures will maintain flow to naturally-occurring sensitive features identified in either the geologic assessment, TCEQ inspections, or during excavation, blasting, or construction.
8. ☒ The temporary sealing of a naturally-occurring sensitive feature which accepts recharge to the Edwards Aquifer as a temporary pollution abatement measure during active construction should be avoided.
- ☐ **Attachment E - Request to Temporarily Seal a Feature.** A request to temporarily seal a feature is attached. The request includes justification as to why no reasonable and practicable alternative exists for each feature.
- ☒ There will be no temporary sealing of naturally-occurring sensitive features on the site.
9. ☒ **Attachment F - Structural Practices.** A description of the structural practices that will be used to divert flows away from exposed soils, to store flows, or to otherwise limit runoff discharge of pollutants from exposed areas of the site is attached. Placement of structural practices in floodplains has been avoided.
10. ☒ **Attachment G - Drainage Area Map.** A drainage area map supporting the following requirements is attached:
- ☐ For areas that will have more than 10 acres within a common drainage area disturbed at one time, a sediment basin will be provided.
  - ☐ For areas that will have more than 10 acres within a common drainage area disturbed at one time, a smaller sediment basin and/or sediment trap(s) will be used.
  - ☐ For areas that will have more than 10 acres within a common drainage area disturbed at one time, a sediment basin or other equivalent controls are not attainable, but other TBMPs and measures will be used in combination to protect down slope and side slope boundaries of the construction area.
  - ☐ There are no areas greater than 10 acres within a common drainage area that will be disturbed at one time. A smaller sediment basin and/or sediment trap(s) will be used in combination with other erosion and sediment controls within each disturbed drainage area.

- ☒ There are no areas greater than 10 acres within a common drainage area that will be disturbed at one time. Erosion and sediment controls other than sediment basins or sediment traps within each disturbed drainage area will be used.
11. ☐ **Attachment H - Temporary Sediment Pond(s) Plans and Calculations.** Temporary sediment pond or basin construction plans and design calculations for a proposed temporary BMP or measure have been prepared by or under the direct supervision of a Texas Licensed Professional Engineer. All construction plans and design information must be signed, sealed, and dated by the Texas Licensed Professional Engineer. Construction plans for the proposed temporary BMPs and measures are attached.
- ☒ N/A
12. ☒ **Attachment I - Inspection and Maintenance for BMPs.** A plan for the inspection of each temporary BMP(s) and measure(s) and for their timely maintenance, repairs, and, if necessary, retrofit is attached. A description of the documentation procedures, recordkeeping practices, and inspection frequency are included in the plan and are specific to the site and/or BMP.
13. ☒ All control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. If periodic inspections by the applicant or the executive director, or other information indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for site situations.
14. ☒ If sediment escapes the construction site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain).
15. ☒ Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50%. A permanent stake will be provided that can indicate when the sediment occupies 50% of the basin volume.
16. ☒ Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges (e.g., screening outfalls, picked up daily).

### ***Soil Stabilization Practices***

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

17. ☒ **Attachment J - Schedule of Interim and Permanent Soil Stabilization Practices.** A schedule of the interim and permanent soil stabilization practices for the site is attached.

- 18. ☒ Records must be kept at the site of the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated.
- 19. ☒ Stabilization practices must be initiated as soon as practicable where construction activities have temporarily or permanently ceased.

### ***Administrative Information***

- 20. ☒ All structural controls will be inspected and maintained according to the submitted and approved operation and maintenance plan for the project.
- 21. ☒ If any geologic or manmade features, such as caves, faults, sinkholes, etc., are discovered, all regulated activities near the feature will be immediately suspended. The appropriate TCEQ Regional Office shall be immediately notified. Regulated activities must cease and not continue until the TCEQ has reviewed and approved the methods proposed to protect the aquifer from any adverse impacts.
- 22. ☒ Silt fences, diversion berms, and other temporary erosion and sediment controls will be constructed and maintained as appropriate to prevent pollutants from entering sensitive features discovered during construction.



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**ATTACHMENT A – SPILL RESPONSE ACTIONS**

Responsibility for adequate cleanup of any chemical spills during construction will be placed on the CONTRACTOR. All cleanup will be to the standards of the Texas Commission on Environmental Quality (TCEQ). The CONTRACTOR will notify TCEQ of any chemical, hydrocarbons or hazardous substance spills within 24 hours of the incident.

**Spill Prevention, Cleanup and Disposal:**

1. The CONTRACTOR shall be prepared to contain or dike spills to prevent spreading. Smaller areas are easier to cleanup than larger ones. Keep absorbant materials such as clay (cat litter), polypropylene brooms, pads, rags and sawdust on hand for cleanup of spilled liquids.
2. Hydrocarbons or hazardous substances spilled during construction will be cleaned up immediately upon discovery. Waterways will be swept and vacuumed as required. Contaminated soils will be excavated and removed to an approved TCEQ disposal site.
3. Absorbent materials may be needed to effectively cleanup various materials spilled on the pavement, waterways and soil. Soil or other media or materials that have been contaminated with petroleum based products or other pollutants should be excavated and remediated to prevent contaminate discharges to a storm drain or waterway. Excavated contaminated materials should be stored in containers or in areas covered with plastic, so that the contamination does not infiltrate back into the ground during a rainstorm.
4. Contaminated materials shall be disposed of properly. proper disposal of the materials depends on the type of contaminate(s). Hazardous wastes are considered regulated wastes and should be placed in containers for transport and disposal by a permitted company. Disposal is also dependent on the amount of the contaminate d materials.
5. Contact the City of San Antonio Fire Department to report an accident.

The objective of this section is to describe measures to prevent and/or reduce discharge of pollutants to drainage systems or watercourses from leaks and spills by reducing the chance for spills, stopping the source of the spills, minimizing, containing and cleaning up the spills, properly disposing of the contaminated materials and training those responsible for the spills.

The following measures will help to reduce the storm water impacts of the leaks and spills.

**Education:**

1. Be aware that different materials pollute in differing amounts. Make sure that Contractor's employees knows what a "significant spill" is for each material they utilize, and what are the appropriate responses and actions for "significant" and "insignificant" spills. Contractor's employees should be aware of when a spill must be reported to TCEQ. This information is available in 30 TAC 327.4 and 40 CFR 302.4.

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2. It is the Contractor's responsibility to educate employees and subcontractors on potential dangers to humans and the environment from spills and leaks.
3. The Contractor shall hold regular safety meetings to discuss and reinforce appropriate disposal procedures.
4. The Contractor shall establish a continuing education program for all of its employees.
5. The Contractor's superintendant or representative shall oversee and enforce proper spill prevention and control measures.

**General Measures:**

1. To the extent that the work can be accomplished safely, spills of oil(s), petroleum products, substances listed in 40 CFR - Parts 110, 117 and 302, sanitary sewer wastes and septic wastes should be contained and cleaned up immediately.
2. Store hazardous materials and wastes in covered containers and protect from vandalism.
3. Place a stockpile of spill cleanup materials where it is readily accessible and available.
4. Contractor shall educate its employees and subcontractors in spill prevention and cleanup.
5. Contractor shall designate responsible individuals to oversee and enforce spill control measures.
6. Spills should be covered and protected from storm water during a rainfall to the extent that it does not compromise the cleanup activities.
7. Do not bury spills.
8. Do not wash spills with water.
9. Store and dispose of used cleanup materials, contaminated materials and recovered spill materials that are no longer suitable for their intended purpose in conformance with the provisions of the applicable BMPs.
10. Do not allow water utilized for cleaning and decontamination to enter storm drains or watercourses. Collect and dispose of contaminated water in accordance with applicable TCEQ regulations.
11. Contain water overflow and/or minor spillage and do not allow it to discharge into drainage facilities, storm drains or watercourses.
12. Place Material Safety Data Sheets (MSDS), as well as proper storage, cleanup and spill response reporting instructions for hazardous materials stored and/or utilized on the project site in an open and accessible location.
13. Keep waste storage areas clean, well organized and equipped with an ample amount of cleanup supplies for the materials being stored.

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14. Perimeter controls, containment structures, covers and liners should be repaired and/or replaced as needed to maintain proper function.

**Cleanup:**

1. Clean up spills and leaks immediately.
2. Use a rag for small spills on paved surfaces, a damp mop for general cleanup and absorbent materials for larger spills.
3. If a spilled material is hazardous, then the used cleanup materials are considered hazardous as well and must be disposed of as hazardous waste.
4. Never hose down or bury material spills. Cleanup as much of the material as possible and dispose of properly.

**Minor Spills:**

1. Minor spills typically involve small quantities of oil, gasoline, paint and petroleum products, etc. which can be controlled by the first responder at the location of the spill.
2. Use absorbent materials on small spills rather than hosing down or burying the spilled material.
3. Absorbent materials should be promptly removed and disposed of properly.
4. Follow the below steps for a minor spill:
  - a. Contain the spread of the spill.
  - b. Recover spilled materials.
  - c. Clean the contaminated area and properly dispose of contaminated materials.

**Semi-Significant Spills:**

1. Semi-significant spills can be controlled by the first responder along with the aid of other personnel, such as laborers and the foreman, etc., at the location of the spill. This response may require the cessation of all other activities.
2. Spills should be cleaned up immediately following these steps:
  - a. Contain the spread of the spill.
  - b. Notify the project foreman immediately.
  - c. If the spill occurs on pavement or impermeable surfaces, clean up utilizing "dry" methods, absorbent materials, cat litter and/or rags. Contain the spill or contaminated area by encircling the spill or contaminated area with absorbent materials and do not let the spill spread widely.
  - d. If the spill occurs in dirt areas, immediately contain the spill by constructing an earthen berm or dike. Dig up and properly dispose of the contaminated soil(s).
  - e. If the spill occurs during rain, cover the spill with tarps or other similar materials to prevent contaminating the storm runoff.

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**Significant and/or Hazardous Spills:**

1. Notify the TCEQ by telephone as soon as possible and within 24 hours at 512-339-2929 (Austin Office) or 210-490-3096 (San Antonio Office) between 8:00 a.m. and 5:00 p.m. After hours, contact the Environmental Release Hotline at 1-800-832-8224. It is the Contractor's responsibility to have all emergency telephone numbers at the construction site.
2. For spills of Federal reportable quantities, in conformance with the requirements listed in 40 CFR - Parts 110, 119 and 302, the Contractor should notify the National Response Center at 1-800-424-8802.
3. Notification should first be made by a telephone call and followed up with a written report.
4. Construction personnel should not attempt to clean up the spill or contamination until the appropriate and qualified persons have arrived at the project site.
5. The services of a Spills Contractor or a Hazardous Materials Team should be obtained immediately.
6. Other agencies may need to be consulted, which may include but are not limited to the Local Police Department, County Sheriff Office, Fire Departments, Emergency Management Services Districts, etc.

More information on spill response rules and regulations is available on the TCEQ website at:

<http://www.tceq.state.tx.us/compliance/er>

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**ATTACHMENT B – POTENTIAL SOURCES OF CONTAMINATION**

Potential sources of contamination are those typically associated with a construction site.

Fuel, chemical and hazardous substance storage will not be allowed on the site.

Construction vehicles on the site and tracking soils onto public roads are a potential source of contamination as well as solid waste from construction workers.

It should be noted that the responsibility for adequate cleanup of any construction debris and/or chemical spills during construction will be placed on the CONTRACTOR. All cleanup will be to the standards of the Texas Commission on Environmental Quality (TCEQ). The CONTRACTOR will notify TCEQ of any chemical, hydrocarbons or hazardous substance spills within 24 hours of the incident.

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**ATTACHMENT C – SEQUENCE OF MAJOR ACTIVITIES**

The proposed total limits of construction for this project site is 50' x 25' = 1,250 s.f. = 0.0287 acres.

1. Install temporary erosion controls per approved plans.
2. Contact City of San Antonio as required to schedule a pre-construction conference.
3. Hold pre-construction conference.
4. If necessary, revise erosion controls as directed by City of San Antonio Environmental Inspector.
5. Begin site clearing and demolition of existing retaining wall.
6. Begin construction of onsite improvements. To include but not be limited to; installing relocated retaining wall, site filling, concrete pad installation, cell tower installation, equipment installation, fencing installation and other site improvements.
7. Restore and revegetate disturbed areas. Or, complete a Developer's Contract for the site revegetation along with the Engineer's Concurrence Letter.
8. Project Engineer observes site improvement installations and issues Engineer's Concurrence Letter to the City of San Antonio and TCEQ.
9. Final inspection of site improvements is schedule upon receipt of the Engineer's Concurrence Letter.
10. Remove temporary erosion/sedimentation controls only after City of San Antonio Environmental Inspector has accepted the permanent erosion controls.



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**ATTACHMENT D – TEMPORARY BEST MANAGEMENT PRACTICES AND MEASURES**

The temporary inlet protection (silt fence material) and a stabilized construction entrance/exit is to be installed prior to construction activities.

All temporary and/or construction storm water runoff from the site will pass through inlet protection (silt fence material) and subsequently be routed to the existing apartment site's permanent BMP, an existing JellyFish system.

The proposed cell tower site is designed such that storm water run-off will not have any adverse effect on the existing apartment site's permanent BMP or existing storm run-off patterns of the apartment site's area.

**Temporary Construction Entrance/Exit:**

The purpose of a temporary construction entrance/exit is to provide a stable entrance/exit condition from the construction site, for the purpose of preventing mud and sediment from being transported to the public roads and right-of-ways.

A temporary construction entrance/exit is a stabilized pad and/or area of crushed stone that is located on the construction site, where the construction vehicles are required to enter and exit, to and from the public roads and right-of-ways. This practice should be utilized at all locations of construction site access and construction vehicle ingress and egress. To minimize the amount of mud and sediment to the adjacent roadways the number of construction site access points and temporary construction entrance/exit should be as few as possible.

As the construction vehicles drive over the area of crushed stone, the mud and sediment that is sticking to the vehicle's tires will fall off of the tires and onto the crushed stone. Thus, preventing the mud and sediment from being transported to the public roads and right-of-ways. It should be noted that excessive amounts of mud and sediment can present a safety hazard to the roadway users. The temporary construction entrance/exit should be inspected and replaced when the crushed stone has become filled with mud and sediment.

**Inlet Protection:**

The purpose of inlet protection is to provide a way to prevent mud and sediment from entering into a storm sewer inlet.

The existing apartment site's grate inlets, nearby the proposed construction area, will be covered in a geotextile fabric (silt fence material) to filter the mud and sediment from the storm water runoff prior to its entering the grate inlet and existing storm sewer system. In addition to filtering the mud and sediment from the storm water runoff, the inlet protection will create ponding areas, which allows for more silts and sediment to settle out of the ponded water. The inlet protection geotextile fabric should be inspected and replaced when the geotextile fabric has become filled with sediment and the ponded water can no longer flow through it.

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**ATTACHMENT E – REQUEST TO TEMPORARILY SEAL A FEATURE**

There is no request to temporarily seal an existing naturally-occurring sensitive environmental feature.

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**ATTACHMENT F – STRUCTURAL PRACTICES**

The temporary inlet protection (silt fence material) and a stabilized construction entrance/exit is to be installed prior to construction activities.

Refer to the approved construction plans for the required erosion controls.

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**ATTACHMENT G – DRAINAGE AREA MAPS**

Refer to the approved construction plans for the drainage area maps.

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**ATTACHMENT H – TEMPORARY SEDIMENT POND(S) PLANS AND CALCULATIONS**

There are no proposed temporary sedimentation control ponds.

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**ATTACHMENT I – INSPECTION AND MAINTENANCE OF BMPs**

The CONTRACTOR is required to inspect all erosion controls, BMPs and inlet protection at weekly intervals and after significant rainfall events to insure that the erosion controls are functioning as intended. The CONTRACTOR is responsible for the maintenance of the erosion controls and inlet protection. The CONTRACTOR shall immediately make any necessary repairs to the damaged erosion controls or impacted areas. Silt accumulation at erosion controls must be removed when the depth reaches six inches.

The CONTRACTOR shall keep a weekly log sheet with the onsite Water Pollution Abatement Plan (WPAP) documentation that has a schedule of routine erosion control inspections, dates of significant rainfall events, repairs needed, actions taken to repair the erosion controls and CONTRACTOR's representative who was responsible for the inspections.

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**ATTACHMENT J – SCHEDULE OF INTERIM AND PERMANENT SOIL STABILIZATION  
PRACTICES**

**Interim Stabilization Practices:**

Stabilization measures must be initiated as soon as practical in portion of the site where construction activities have temporarily or permanently ceased, and except as provided below, must be initiated no more than fourteen (14) days after construction activity in that portion of the project has temporarily or permanently ceased.

- Where the initiation of stabilization measures by the fourteenth (14th) day after construction temporarily or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practical.
- Where construction activity on a portion of the site is temporarily ceased and earth disturbing activities will be resumed within twenty-one (21) days, temporary stabilization measures do not have to be initiated on that portion of the construction site.
- In arid areas (areas of average rainfall of 1 to 10 inches), semi arid areas (areas of average rainfall of 10 to 20 inches), and areas experiencing droughts where the initiation of stabilization measures by the fourteenth (14th) day after construction activity has temporarily or permanently ceased is precluded by seasonable arid conditions, stabilization measures must be initiated as soon as practical.

It is not anticipated for any portion of this construction project to be idle for more than twenty-one (21) days.

**Termination and Final Stabilization:**

Coverage under this general permit must be terminated through the submittal of the Notice of Termination in Section 3, within thirty (30) days of:

- Final stabilization has been achieved on all portions of the construction site that is the responsibility of the Permittee; or
- Another Permitted Operator has assumed control over all areas of the construction site that have not been finally stabilized; and
- All inlet protections and other temporary erosion controls have either been removed, scheduled for removal, or transferred to a new operator, if the new operator has sought permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber matting, are not required to be removed or scheduled for removal.



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Final stabilization is achieved when:

- All soil disturbing activities at the construction site have been completed and a uniform (i.e., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

Final stabilization will be achieved by promoting vegetation for all areas not covered by permanent structures. Most areas of disturbance will be landscaped.

A copy of the Notice of Termination must be submitted to TCEQ as required.

A "Secondary" Operator is not required to submit a Notice of Termination at the completion of the project.

# Application Fee Form

## Texas Commission on Environmental Quality

Name of Proposed Regulated Entity: TX 1043 - New Braunfels High School

Regulated Entity Location: 1663U Independence Drive, New Braunfels, Texas 78132

Name of Customer: TVT II, L.L.C.

Contact Person: Mr. Craig Royal

Phone: (901) 277-4083

Customer Reference Number (if issued):CN \_\_\_\_\_

Regulated Entity Reference Number (if issued):RN 111406369

### Austin Regional Office (3373)

☐ Hays

☐ Travis

☐ Williamson

### San Antonio Regional Office (3362)

☐ Bexar

☐ Medina

☐ Uvalde

☒ Comal

☐ Kinney

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

☐ Austin Regional Office

☒ San Antonio Regional Office

☐ Mailed to: TCEQ - Cashier

☐ Overnight Delivery to: TCEQ - Cashier

Revenues Section

Mail Code 214

P.O. Box 13088

Austin, TX 78711-3088

12100 Park 35 Circle

Building A, 3rd Floor

Austin, TX 78753

(512)239-0357

### Site Location (Check All That Apply):

☒ Recharge Zone

☐ Contributing Zone

☐ Transition Zone

Type of Plan	Size	Fee Due
Water Pollution Abatement Plan, Contributing Zone Plan: One Single Family Residential Dwelling	Acres	\$
Water Pollution Abatement Plan, Contributing Zone Plan: Multiple Single Family Residential and Parks	Acres	\$
Water Pollution Abatement Plan, Contributing Zone Plan: Non-residential	Acres	\$
Sewage Collection System	L.F.	\$
Lift Stations without sewer lines	Acres	\$
Underground or Aboveground Storage Tank Facility	Tanks	\$
Piping System(s)(only)	Each	\$
Exception	1 Each	\$ 500
Extension of Time	Each	\$

Signature: 

Date: June 21, 2024

# Application Fee Schedule

Texas Commission on Environmental Quality

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

## *Water Pollution Abatement Plans and Modifications*

### *Contributing Zone Plans and Modifications*

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

### *Organized Sewage Collection Systems and Modifications*

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

### *Underground and Aboveground Storage Tank System Facility Plans and Modifications*

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

### *Exception Requests*

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

### *Extension of Time Requests*

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



# 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

<b>1. Reason for Submission</b> (If other is checked please describe in space provided.)		
<input checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)	<input type="checkbox"/> Other	
<b>2. Customer Reference Number</b> (if issued)	<a href="#">Follow this link to search for CN or RN numbers in Central Registry**</a>	<b>3. Regulated Entity Reference Number</b> (if issued)
CN		RN 111406369

## SECTION II: Customer Information

<b>4. General Customer Information</b>		<b>5. Effective Date for Customer Information Updates</b> (mm/dd/yyyy)					
<input checked="" type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)							
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>							
<b>6. Customer Legal Name</b> (If an individual, print last name first: eg: Doe, John)			<i>If new Customer, enter previous Customer below:</i>				
TVT II, LLC							
<b>7. TX SOS/CPA Filing Number</b>	<b>8. TX State Tax ID</b> (11 digits)	<b>9. Federal Tax ID</b> (9 digits)	<b>10. DUNS Number</b> (if applicable)				
804324186	32081982715	87-3075037	N/A				
<b>11. Type of Customer:</b>	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited				
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other	<input type="checkbox"/> Sole Proprietorship		<input checked="" type="checkbox"/> Other: LLC				
<b>12. Number of Employees</b>		<b>13. Independently Owned and Operated?</b>					
<input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>14. Customer Role</b> (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following							
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Operator <input type="checkbox"/> Owner & Operator <input type="checkbox"/> Other: <input type="checkbox"/> Occupational Licensee <input checked="" type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant							
<b>15. Mailing Address:</b>	TVT II, LLC						
	459 Tennessee Street, Suite # 152						
	<b>City</b>	Memphis	<b>State</b>	TN	<b>ZIP</b>	38103	<b>ZIP + 4</b>

<b>16. Country Mailing Information</b> <i>(if outside USA)</i>		<b>17. E-Mail Address</b> <i>(if applicable)</i>	
		royal@towerventures.com	
<b>18. Telephone Number</b>	<b>19. Extension or Code</b>	<b>20. Fax Number</b> <i>(if applicable)</i>	
( 901 ) 277-4083		(     )     -	

## SECTION III: Regulated Entity Information

<b>21. General Regulated Entity Information</b> <i>(If 'New Regulated Entity' is selected, a new permit application is also required.)</i>							
<input checked="" type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information							
<i>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).</i>							
<b>22. Regulated Entity Name</b> <i>(Enter name of the site where the regulated action is taking place.)</i>							
TX-1043 New Braunfels High School							
<b>23. Street Address of the Regulated Entity:</b>  <i>(No PO Boxes)</i>	1663U Independence Drive						
	<b>City</b>	New Braufels	<b>State</b>	TX	<b>ZIP</b>	78132	<b>ZIP + 4</b>
<b>24. County</b>	Comal County TX						

If no Street Address is provided, fields 25-28 are required.

<b>25. Description to Physical Location:</b>					
<b>26. Nearest City</b>	<b>State</b>			<b>Nearest ZIP Code</b>	
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>					
<b>27. Latitude (N) In Decimal:</b>		<b>28. Longitude (W) In Decimal:</b>			
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
N 29	43	01.05	W -98	09	31.04
<b>29. Primary SIC Code</b> (4 digits)	<b>30. Secondary SIC Code</b> (4 digits)	<b>31. Primary NAICS Code</b> (5 or 6 digits)	<b>32. Secondary NAICS Code</b> (5 or 6 digits)		
3663	4899	334220	517919		
<b>33. What is the Primary Business of this entity?</b> <i>(Do not repeat the SIC or NAICS description.)</i>					
Unmanned Wireless Communications Facilit					
<b>34. Mailing Address:</b>	TVT II, LLC				
	495 Tennessee Street, Suite # 152				

	City	Memphis	State	TN	ZIP	38103	ZIP + 4	
35. E-Mail Address:		royal@towerventures.com						
36. Telephone Number			37. Extension or Code		38. Fax Number (if applicable)			
( 901 ) 227-4083			N/A		( 0 ) -			

**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.


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

## **SECTION IV: Preparer Information**

40. Name:	Steven B. Sylliaasen, P.E.		41. Title:	Consulting Civil Engineer, LLC	
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address		
( 512 ) 280-7103		( ) -	stevesylli@sbcglobal.net		

## **SECTION V: Authorized Signature**

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	Steven B. Sylliaasen, P.E. - Consulting Civil Engineer, LLC		Job Title:	Civil Engineer	
Name (In Print):	Steven B. Sylliaasen, P.E.			Phone:	( 512 ) 280- 7103
Signature:				Date:	6/21/2024





# 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

<b>1. Reason for Submission</b> (If other is checked please describe in space provided.)		
<input checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)	<input type="checkbox"/> Other	
<b>2. Customer Reference Number</b> (if issued)	<a href="#">Follow this link to search for CN or RN numbers in Central Registry**</a>	<b>3. Regulated Entity Reference Number</b> (if issued)
CN 13001467		RN 111406369

## SECTION II: Customer Information

<b>4. General Customer Information</b>		<b>5. Effective Date for Customer Information Updates</b> (mm/dd/yyyy)					
<input type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)							
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>							
<b>6. Customer Legal Name</b> (If an individual, print last name first: eg: Doe, John)			<i>If new Customer, enter previous Customer below:</i>				
Westpointe Apts., LTD							
<b>7. TX SOS/CPA Filing Number</b>	<b>8. TX State Tax ID</b> (11 digits)	<b>9. Federal Tax ID</b> (9 digits)	<b>10. DUNS Number</b> (if applicable)				
0804126763	32079878453	87-1582995	N/A				
<b>11. Type of Customer:</b>	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input checked="" type="checkbox"/> Limited				
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other:				
<b>12. Number of Employees</b>		<b>13. Independently Owned and Operated?</b>					
<input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>14. Customer Role</b> (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following							
<input type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Owner & Operator <input checked="" type="checkbox"/> Other: Land Owner <input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant							
<b>15. Mailing Address:</b>	Tim Marroquin						
	2200 Stepping Stone						
	<b>City</b>	New Braunfels	<b>State</b>	TX	<b>ZIP</b>	78130	<b>ZIP + 4</b>

<b>16. Country Mailing Information</b> <i>(if outside USA)</i>		<b>17. E-Mail Address</b> <i>(if applicable)</i>	
		timarroquin@swbell.net	
<b>18. Telephone Number</b>	<b>19. Extension or Code</b>	<b>20. Fax Number</b> <i>(if applicable)</i>	
( 409 ) 728-5516		( 409 ) 729-0278	

## SECTION III: Regulated Entity Information

<b>21. General Regulated Entity Information</b> <i>(If 'New Regulated Entity' is selected, a new permit application is also required.)</i>							
<input checked="" type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information							
<i>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).</i>							
<b>22. Regulated Entity Name</b> <i>(Enter name of the site where the regulated action is taking place.)</i>							
TX-1043 New Braunfels HS							
<b>23. Street Address of the Regulated Entity:</b>  <i>(No PO Boxes)</i>	The Devereaux						
	1663U Independence Drive (911 TBD)						
	<b>City</b>	New Braufels	<b>State</b>	TX	<b>ZIP</b>	78132	<b>ZIP + 4</b>
<b>24. County</b>	Comal County Tx						

If no Street Address is provided, fields 25-28 are required.

<b>25. Description to Physical Location:</b>					
<b>26. Nearest City</b>	<b>State</b>			<b>Nearest ZIP Code</b>	
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>					
<b>27. Latitude (N) In Decimal:</b>		<b>28. Longitude (W) In Decimal:</b>			
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
N 29	43	2.58	w -98	09	29.93
<b>29. Primary SIC Code</b> (4 digits)	<b>30. Secondary SIC Code</b> (4 digits)	<b>31. Primary NAICS Code</b> (5 or 6 digits)	<b>32. Secondary NAICS Code</b> (5 or 6 digits)		
1552	8741	236117			
<b>33. What is the Primary Business of this entity?</b> <i>(Do not repeat the SIC or NAICS description.)</i>					
Apartment Complex					
<b>34. Mailing Address:</b>	Tim Marroquin				
	2200 Stepping Stone				



	City	New Braunfels	State	TX	ZIP	78130	ZIP + 4	
35. E-Mail Address:		timarroquin@swbell.net						
36. Telephone Number			37. Extension or Code		38. Fax Number (if applicable)			
( 409 ) 728-5516			N/A		( 409 ) 729-0278			

**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.


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

## SECTION IV: Preparer Information

40. Name:	Steven B. Sylliaasen, P.E.	41. Title:	Consulting Civil Engineer, LLC
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
( 512 ) 280-7103		( ) -	stevesylli@sbcglobal.net

## SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	Steven B. Sylliaasen, P.E. - Consulting Civil Engineer, LLC	Job Title:	Civil Engineer
Name (In Print):	Steven B. Sylliaasen, P.E.	Phone:	( 512 ) 280- 7103
Signature:		Date:	6/21/2024

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

I William E. Oser,  
Print Name  
President  
Title - Owner/President/Other  
of TWT II, LLC  
Corporation/Partnership/Entity Name  
have authorized Steven B. Sylliaasen, P.E.  
Print Name of Agent/Engineer  
of Steven B. Sylliaasen, P.E - Consulting Civil Engineer, L.L.C.  
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:

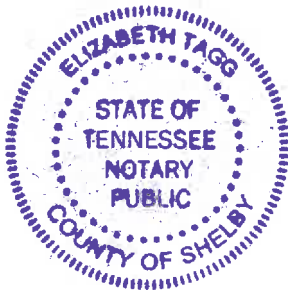
[Signature]  
Applicant's Signature

6/18/23  
Date

THE STATE OF TN §  
County of Shelby §

BEFORE ME, the undersigned authority, on this day personally appeared William E. Angel 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 18 day of June, 2024



Elizabeth Tagg  
NOTARY PUBLIC  
Elizabeth Tagg  
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: 2.7.2027

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

I TIM MARROQUIN \_\_\_\_\_  
Print Name

GENERAL Managing Partner \_\_\_\_\_  
Title - Owner/President/Other

of WESTPOINTE APTS. LTD. \_\_\_\_\_  
Corporation/Partnership/Entity Name

have authorized Steven B. Sylliaasen, P.E. \_\_\_\_\_  
Print Name of Agent/Engineer

of Steven B. Sylliaasen, P.E - Consulting Civil Engineer, L.L.C. \_\_\_\_\_  
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.

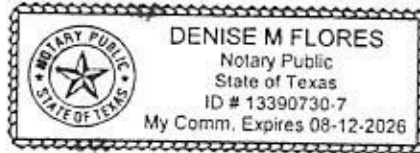


SIGNATURE PAGE:

Tim Marroquin  
Applicant's Signature

6-20-24  
Date

THE STATE OF Texas §  
County of Comal §



BEFORE ME, the undersigned authority, on this day personally appeared Tim Marroquin 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 20<sup>th</sup> day of June.

Denise M Flores  
NOTARY PUBLIC  
DENISE M FLORES  
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: Aug 12, 2026

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

April 14, 2022

Mr. Tim Marroquin  
Westpointe Apartments, LTD  
2000 Stepping Stone  
New Braunfels, Texas 78130

Re: Edwards Aquifer, Comal County

NAME OF PROJECT: The Devereaux; Located approximately 0.12 miles east of Hwy 46 and Independence Drive; New Braunfels, Texas

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

Regulated Entity No. RN111406369; Additional ID. No. 13001467

Dear Mr. Marroquin:

The Texas Commission on Environmental Quality (TCEQ) has completed its review of the WPAP Application for the above-referenced project submitted to the San Antonio Regional Office by LJA Engineering, Inc. on behalf of Westpointe Apartments, LTD on February 28, 2022. Final review of the WPAP was completed after additional material was received on April 5, 2022. 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 project is on an 8.63-acre site and proposes 6.41 acres (74.27 percent) of impervious cover. The project proposes the construction of apartments with associated parking and access drives. Project wastewater will be conveyed to the Gruene Water Reclamation Facility owned and operated by New Braunfels Utilities.

#### PERMANENT POLLUTION ABATEMENT MEASURES

To prevent the pollution of stormwater runoff originating on-site or up-gradient of the site and potentially flowing across and off the site after construction, one (1) JellyFish system, designed using the TCEQ technical guidance document, Complying with the Edwards Aquifer Rules: Technical Guidance on Best Management Practices (2005), will be constructed to treat stormwater runoff. The required total suspended solids (TSS) treatment for this project is 5,754 pounds of TSS generated from the 6.41 acres of impervious cover. The approved measure meets the required 80 percent removal of the increased load in TSS caused by the project.

#### GEOLOGY

According to the geologic assessment included with the application, the site is located on the Edwards Group. No geologic or manmade features in bedrock were noted by the project geologist. The site assessment conducted on April 7, 2022, revealed that the site was generally as described in the application.

#### SPECIAL CONDITIONS

- I. The permanent pollution abatement measure shall be operational prior to first occupancy of the multi-family development.
- II. All sediment and/or media removed from the permanent pollution abatement measure during maintenance activities shall be properly disposed of according to 30 TAC 330 or 30 TAC 335, as applicable.

#### STANDARD CONDITIONS

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

#### Prior to Commencement of Construction:

4. Within 60 days of receiving written approval of an Edwards Aquifer Protection Plan, the applicant must submit to the San Antonio Regional Office, proof of recordation of notice in the county deed records, with the volume and page number(s) of the county deed records of the county in which the property is located. A description of the property boundaries shall be included in the deed recordation in the county deed records. A suggested form (Deed Recordation Affidavit, TCEQ-0625) that you may use to deed record the approved WPAP is enclosed.
5. All contractors conducting regulated activities at the referenced project location shall be provided a copy of this notice of approval. At least one complete copy of the approved WPAP and this notice of approval shall be maintained at the project location until all regulated activities are completed.

6. Modification to the activities described in the referenced WPAP application following the date of approval may require the submittal of a plan to modify this approval, including the payment of appropriate fees and all information necessary for its review and approval prior to initiating construction of the modifications.
7. The applicant must provide written notification of intent to commence construction, replacement, or rehabilitation of the referenced project. Notification must be submitted to the San Antonio Regional Office no later than 48 hours prior to commencement of the regulated activity. Written notification must include the date on which the regulated activity will commence, the name of the approved plan and program ID number for the regulated activity, and the name of the prime contractor with the name and telephone number of the contact person. The executive director will use the notification to determine if the approved plan is eligible for an extension.
8. Temporary erosion and sedimentation (E&S) controls, i.e., silt fences, rock berms, stabilized construction entrances, or other controls described in the approved WPAP, must be installed prior to construction, and maintained during construction. Temporary E&S controls may be removed when vegetation is established, and the construction area is stabilized. If a water quality pond is proposed, it shall be used as a sedimentation basin during construction. The TCEQ may monitor stormwater discharges from the site to evaluate the adequacy of temporary E&S control measures. Additional controls may be necessary if excessive solids are being discharged from the site.
9. All borings with depths greater than or equal to 20 feet must be plugged with non-shrink grout from the bottom of the hole to within three (3) feet of the surface. The remainder of the hole must be backfilled with cuttings from the boring. All borings less than 20 feet must be backfilled with cuttings from the boring. All borings must be backfilled or plugged within four (4) days of completion of the drilling operation. Voids may be filled with gravel.

During Construction:

10. During the course of regulated activities related to this project, the applicant or agent shall comply with all applicable provisions of 30 TAC Chapter 213, Edwards Aquifer. The applicant shall remain responsible for the provisions and conditions of this approval until such responsibility is legally transferred to another person or entity.
11. This approval does not authorize the installation of temporary aboveground storage tanks on this project. If the contractor desires to install a temporary aboveground storage tank for use during construction, an application to modify this approval must be submitted and approved prior to installation. The application must include information related to tank location and spill containment. Refer to Standard Condition No. 6, above.
12. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, all regulated activities near the feature must be suspended immediately. The applicant or his agent must immediately notify the San Antonio Regional Office of the discovery of the feature. Regulated activities near the feature may not proceed until the executive director has reviewed and approved the methods proposed to protect the feature and the aquifer from potentially adverse impacts to water quality. The plan must be sealed, signed, and dated by a Texas Licensed Professional Engineer.
13. No wells exist on site. All water wells, including injection, dewatering, and monitoring wells must be in compliance with the requirements of the Texas Department of Licensing and Regulation under Title 16 TAC Chapter 76 (relating to Water Well Drillers and Pump Installers) and all other locally applicable rules, as appropriate.
14. If sediment escapes the construction site, the sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain). Sediment must be



removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50 percent. Litter, construction debris, and construction chemicals shall be prevented from becoming stormwater discharge pollutants.

15. Intentional discharges of sediment laden water are not allowed. If dewatering becomes necessary, the discharge will be filtered through appropriately selected best management practices. These may include vegetated filter strips, sediment traps, rock berms, silt fence rings, etc.
16. The following records shall be maintained and made available to the executive director upon request: the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated.
17. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and construction activities will not resume within 21 days. When the initiation of stabilization measures by the 14th day is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable.

After Completion of Construction:

18. A Texas Licensed Professional Engineer must certify in writing that the permanent BMPs or measures were constructed as designed. The certification letter must be submitted to the San Antonio Regional Office within 30 days of site completion.
19. The applicant shall be responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is either assumed in writing by another entity having ownership or control of the property (such as without limitation, an owner's association, a new property owner or lessee, a district, or municipality) or the ownership of the property is transferred to the entity. The regulated entity shall then be responsible for maintenance until another entity assumes such obligations in writing or ownership is transferred. A copy of the transfer of responsibility must be filed with the executive director through San Antonio Regional Office within 30 days of the transfer. A copy of the transfer form (TCEQ-10263) is enclosed.
20. Upon legal transfer of this property, the new owner(s) is required to comply with all terms of the approved Edwards Aquifer protection plan. If the new owner intends to commence any new regulated activity on the site, a new Edwards Aquifer protection plan that specifically addresses the new activity must be submitted to the executive director. Approval of the plan for the new regulated activity by the executive director is required prior to commencement of the new regulated activity.
21. An Edwards Aquifer protection plan approval or extension will expire, and no extension will be granted if more than 50 percent of the total construction has not been completed within ten years from the initial approval of a plan. A new Edwards Aquifer protection plan must be submitted to the San Antonio Regional Office with the appropriate fees for review and approval by the executive director prior to commencing any additional regulated activities.
22. At project locations where construction is initiated and abandoned, or not completed, the site shall be returned to a condition such that the aquifer is protected from potential contamination.


Mr. Tim Marroquin

April 14, 2022

Page 5

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 Dianne Pavlicek-Mesa, P.G., of the Edwards Aquifer Protection Program of the San Antonio Regional Office at 210-403-4074.

Sincerely,

A handwritten signature in cursive script that reads "Lillian Butler".

Lillian Butler, Section Manager  
Edwards Aquifer Protection Program  
Texas Commission on Environmental Quality

LIB/dpm

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

cc: Mr. Nathan Chamberlain, P.E., LJA Engineering, Inc.

**TVT II, LLC**

**495 Tennessee Street, Ste. 152  
Memphis, Tennessee 38103**

**November 17<sup>th</sup>, 2023**

**WESTPOINTE APTS LTD  
2000 Stepping Stone  
New Braunfels, TX 78130**

**Re: TVT II, LLC. Site – New Braunfels high School (The Devereaux Apartments)  
Cellular Tower Site**

**Dear: WESTPOINTE APTS LTD:**

This binding letter agreement ("Letter Agreement") sets forth a proposal by TVT II, LLC, a Delaware limited liability company ("Grantee") to you ("Grantor"), for the purchase of a perpetual easement interest in and to real estate located in Comal County, Texas more specifically described on Exhibit A attached hereto (the "Property").

For and in consideration of Ten Dollars (\$10) paid by Grantee to Grantor, the parties agree as follows:

1. Grantee and Grantor will enter into a perpetual Grant of Easement in substantially the form attached as Exhibit B (the "Agreement"), pursuant to which Grantee will acquire a perpetual easement interest in and to the Property from Grantor for a purchase price of [REDACTED]

2. Consummation of the Acquisition will be subject to satisfaction of the following, on or before November 1, 2025 (the "Contingency Date"):

- a. the negotiation and execution of the definitive Agreement and related documents mutually acceptable in form and substance to both Grantor and Grantee;
- b. receipt by Grantee of a survey of the Property and to have soil borings and analysis tests run; THE COST OF WHICH SHALL BE AT GRANTEE'S EXPENSE. In the event that any defects are shown by the survey or the soil analysis, which in the opinion of the Grantee, may adversely affect Grantee's use of the Property, Grantee shall have no obligation to enter into the Agreement;
- c. Grantee's receipt of a title commitment with respect to the Property, from a title insurance company of its choice; THE COST OF WHICH SHALL BE AT GRANTEE'S EXPENSE. If, in the opinion of Grantee, such title report shows any defects of title or any liens or encumbrances which adversely affect Grantee's use of the Property or Grantee's ability to obtain financing,

Grantee shall have no obligation to enter into the Agreement;

- d. Grantee securing appropriate approvals for Grantee's Permitted Use (as defined in the Agreement) of the Property from the Federal Communications Commission, the Federal Aviation Administration, and any other federal, state or local regulatory authority, including the City of New Braunfels and Comal County approval ("Approvals"), having jurisdiction over Grantee's proposed use of the Property; THE COST OF WHICH SHALL BE AT GRANTEE'S EXPENSE. Grantee's inability to successfully satisfy these conditions or the occurrence of any other event which effectively prohibits Grantee's Permitted Use of the Property shall relieve Grantee from any obligation to enter into the Agreement;
- e. Grantee's securing of an environmental audit of the Property performed by an environmental consulting firm of Grantee's choice; THE COST OF WHICH SHALL BE AT GRANTEE'S EXPENSE. If the environmental audit reveals that the Property is contaminated with hazardous materials, Grantee shall have no obligation to enter into the Agreement;
- f. Approval of this Acquisition by Grantee's board of directors; and
- g. Grantor shall obtain and furnish to Grantee a consent and non-disturbance agreement for each mortgage, deed of trust or collateral agreement to which the Property is subject, in recordable form.

3. Provided that the contingencies described in Section 2 of this Letter Agreement are satisfied in the Grantee's sole determination prior to the Contingency Date, Grantee shall prepare and deliver the Agreement to Grantor (complete with all exhibits thereto) within ten (10) days after the Contingency Date, pursuant to Section 2(a) of this Letter Agreement. Grantor and Grantee will execute the Agreement within thirty (30) days after Grantee's delivery thereof to Grantor.

4. Tower Type shall be a "Mono-pine" or Pine Tree Design. Branches extend down 20 feet above ground level. Mono-pine Tower to be engineered to fail within a 25 ft fall radius. All Engineering to be stamped by State of Texas Engineer.

5. During the period in which this Letter Agreement is in effect, Grantor shall not directly or indirectly solicit, initiate, or encourage submission of proposals or offers relating to any acquisition or purchase of the Property.

6. Irrespective of whether the transactions contemplated by this Letter Agreement are consummated, Grantee and Grantor each will pay their own out-of-pocket expenses.

7. Notwithstanding anything to the contrary contained herein, Grantee has the complete right to terminate this Letter Agreement and not proceed with closing the Acquisition (the "Closing") for any or no reason at any time prior to Closing.

8. Grantor agrees that the information contained in this Letter Agreement and other information conveyed by Grantee to Grantor concerning the Acquisition, whether written or oral, constitutes confidential information that will not be disclosed without the prior written consent of Grantee.

9. Grantor represents and warrants as of the date of this Letter Agreement that:

- a. Grantor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents required by this Letter Agreement;
- b. Except as may be revealed in a title commitment with respect to the Property, Grantor (a) is seized of fee simple title to the Grantor's property of which the easement area is a part and has the right and authority to grant the easement; (b) that the easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; and (c) that Grantor shall execute such further assurances thereof as may be reasonably required by Grantee;
- c. Grantor has no actual knowledge of any pending or threatened condemnation proceedings or other proceedings in the nature of eminent domain in connection with the Property;

- d. Grantor has no actual knowledge of any special or general assessment levied, pending, or threatened against the Property;
- e. There is no litigation or proceedings pending, or to Grantor's actual knowledge threatened, against or relating to the Property; and
- f. Grantor covenants that the foregoing representations and warranties will be true and correct as of Closing.
- g. The Property is subject to a mortgage, deed of trust or is otherwise used as collateral for a loan, and the consent of Grantor's lender to the Acquisition is required.

Grantee shall pay for any transfer taxes for recording of the Easement, state tax and register's fees on the Easement, and any state or local taxes assessed against this transaction. Grantor will pay current property taxes assessed as of the date of closing. Each party shall each pay their own attorney's fees.

Subject to the conditions set forth herein, the parties agree to negotiate in good faith towards an Agreement. Notwithstanding the foregoing, the parties hereby agree that the provisions of Sections 5, 6, and 8 herein are binding and enforceable obligations of the parties hereto and that these sections shall survive any withdrawal, expiration or termination of this letter. Each of the parties hereto has agreed to the use of the particular language of this Letter Agreement, and any question regarding the meaning of this Letter Agreement shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman. No provision granting Grantee the right to terminate this Letter Agreement shall be construed to limit the remedies available to Grantee as a result of Grantor's default under or breach of the terms hereof. The prevailing party in any action or proceeding in court to enforce the terms of this Letter Agreement will be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party. If any term, covenant, condition or provision of this Letter Agreement or any application hereof or thereof shall, to any extent, be invalid or unenforceable, the remainder of this Letter Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

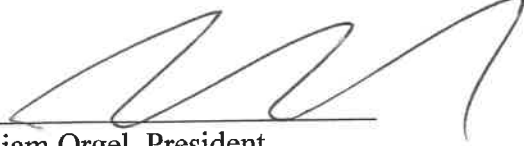
**SIGNATURE PAGES FOLLOW**

The Devereaux Apartments- Cellular Tower Site  
November 17<sup>th</sup>, 2023  
Page 5

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Grantee:


TVT II, LLC

By:   
William Orgel, President

Grantor:

WESTPOINTE APTS, LTD.,  
a Texas limited partnership

By: Westpointe Apts GP, LLC,  
a Texas limited liability company

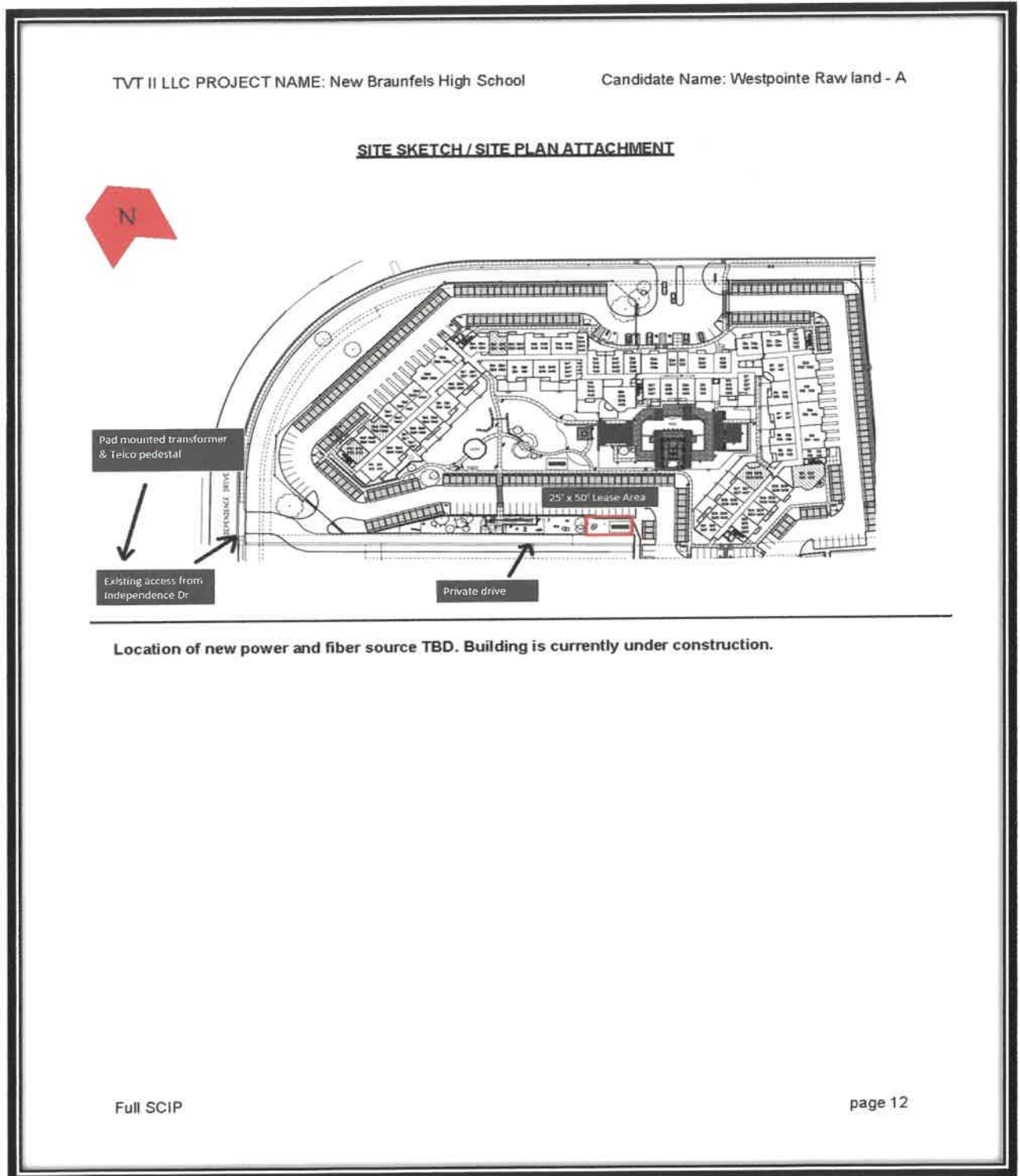
  
By: Tim Marroquin  
Its: Manager

## Exhibit A

### DESCRIPTION OF PROPERTY

Notes:

1. Grantee will replace this Exhibit with a legal description from a land survey of the Property.
2. The locations of the property and access/utility easements are approximations and are subject to adjustment by Grantee.





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**SPECIAL WARRANTY DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS

§

COUNTY OF COMAL

§

KNOW ALL MEN BY THESE PRESENTS:

§

THAT, BAKERSMITHCO INDEPENDENCE, LLC, a Texas limited liability company (hereinafter referred to as "Grantor"), for the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable cash consideration in hand paid by WESTPOINTE APTS, LTD. (hereinafter referred to as "Grantee"), the receipt and sufficiency of which are hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto Grantee that certain tract or parcel of land, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes together with all improvements thereon owed by Grantor and all rights and appurtenances pertaining to the land, including any right, title and interest of Grantor in and to adjacent public roadways, public alleys or easements (hereinafter referred to collectively as the "Property").

This conveyance is made and accepted subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes, to the extent that same are valid and subsisting and affect the Property (the "Permitted Exceptions"). Grantee hereby assumes payment of taxes for the calendar year 2021 and all subsequent years.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns, and subject to the Permitted Exceptions, Grantor does hereby bind Grantor, and Grantor's successors and assigns, to Warrant and Forever Defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor by not otherwise.

Grantee's Mailing Address:

2000 Stepping Stone  
New Braunfels, Texas 78130

*[signature on the following page]*

EXECUTED effective as of the 20<sup>th</sup> day of July, 2021.

BAKERSMITHCO INDEPENDENCE, LLC,  
a Texas limited liability company

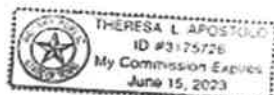
By: 

Lee Baker III, Manager

STATE OF TEXAS

COUNTY OF Comal

This instrument was acknowledged before me on the 24<sup>th</sup> day of July, 2021, by Lee Baker III, Manager of BakerSmithco independence, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
NOTARY PUBLIC

EXHIBIT "A"

BEING an 8.629 acre tract of land situated in the A. Sanchez Survey No. 286, Abstract No. 528, in the City of New Braunfels, Comal County, Texas, being out of a called 11.924 acre tract of land, as conveyed to Bakersmithco Independence, LLC, and recorded in Document No. 202106025075, of the Official Public Records of Comal County, Texas, and said 8.629 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin found in the Southeasterly Right-of-Way (R.O.W.) line of Independence Drive (a 60' wide R.O.W., per Volume 13, Page 392, of the Map and Plat Records of Comal County, Texas), being the most Northerly corner of Lot 1, Oak Run Commercial Reserve Unit 7, as recorded in Document No. 201006029630, of the Map and Plat Records of Comal County, Texas, and being the most Westerly Northwest corner of said 11.924 acre tract of land and this herein described tract of land;

THENCE with the Southeasterly R.O.W. line of said Independence Drive, and with the Northwesterly line of said 11.924 acre tract of land, N 48° 00' 35" E, a distance of 99.29 feet to a 1/2" iron pin with cap stamped "DAM #5348 PROP. COR." found in the Southeasterly R.O.W. line of said Independence Drive, being at the beginning of a curve to the right, and being a Northwesterly corner of said 11.924 acre tract of land and this herein described tract of land;

THENCE continuing with the Southerly R.O.W. line of said Independence Drive, with the Northerly line of said 11.924 acre tract of land, and with said curve to the right, having an arc length of 499.08 feet, a radius of 321.09 feet, a delta angle of 89° 03' 20", a tangent length of 315.84 feet, and a chord bearing and distance of S 87° 27' 45" E, 450.34 feet to a 1/2" iron pin found in the Southwesterly R.O.W. line of said Independence Drive, and being a Northwesterly corner of said 11.924 acre tract of land and this herein described tract of land;

THENCE with the Southwesterly R.O.W. line of said Independence Drive, and with the Northeasterly line of said 11.924 acre tract of land, S 42° 55' 03" E, a distance of 518.84 feet to a 1/2" iron pin with cap stamped "DAM #5348 PROP. COR." set in the Southwesterly R.O.W. line of said Independence Drive, being in the Northeasterly line of said 11.924 acre tract of land, and being the most Easterly Southeast corner of this herein described tract of land;

THENCE departing the Southwesterly R.O.W. line of said Independence Drive, same being the Northeasterly line of said 11.924 acre tract of land, and across and through said 11.924 acre tract of land, S 42° 28' 47" W, a distance of 432.39 feet to a 1/2" iron pin with cap stamped "DAM #5348 PROP. COR." set in the Northeasterly line of Lot 1, Block 2, Oak Run Commercial Reserve Unit Nine, as recorded in Document No. 200606005473, of the Map and Plat Records of Comal County, Texas, being in a Southwesterly line of said 11.924 acre tract of land, and being a Southeasterly corner of this herein described tract of land;

THENCE with the common line between said 11.924 acre tract of land and said Lot 1, Block 2, Oak Run Commercial Reserve Unit Nine, N 46° 00' 22" W, a distance of 75.89 feet to a 1/2" iron pin found for the most Northerly corner of said Lot 1, Block 2, Oak Run Commercial Reserve Unit Nine, and being a Southwesterly interior corner of said 11.924 acre tract of land and this herein described tract of land;

THENCE continuing with the common line between said Lot 1, Block 2, Oak Run Commercial Reserve Unit Nine and said 11.924 acre tract of land, S 47° 59' 20" W, a distance of 128.52 feet to a 1/2" iron pin found in the Northwesterly line of said Lot 1, Block 2, Oak Run Commercial Reserve Unit Nine, being

the most Easterly corner of Lot 2, Block 2, Oak Run Commercial Reserve Unit Ten, as recorded in Document No. 200606005474, of the Map and Plat Records of Comal County, Texas, and being the most Southerly Southwest corner of said 11.924 acre tract of land and this herein described tract of land;

THENCE departing the Northwestern line of said Lot 1, Block 2, Oak Run Commercial Reserve Unit Nine, and with the common line between said 11.924 acre tract of land and said Lot 2, Block 2, Oak Run Commercial Reserve Unit Ten, N 42° 00' 56" W, a distance of 270.13 feet to a 1/2" iron pin with cap stamped "DAM #5348 PROP. COR." found for the most Northerly corner of said Lot 2, Block 2, Oak Run Commercial Reserve Unit Ten, being in the Southeasterly line of Lot 1, Oak Run Commercial Unit 7A, as recorded in Document No. 201206028062, of the Map and Plat Records of Comal County, Texas, and being a Southwesterly corner of said 11.924 acre tract of land and this herein described tract of land;

THENCE with the common line between said 11.924 acre tract of land and said Lot 1, Oak Run Commercial Unit 7A, N 47° 59' 04" E, a distance of 138.78 feet to a 1/2" iron pin with cap stamped "DAM #5348 PROP. COR." found for the most Easterly corner of said Lot 1, Oak Run Commercial Unit 7A, and being a Southwesterly interior corner of said 11.924 acre tract of land and this herein described tract of land;

THENCE with the Southwesterly line of said 11.924 acre tract of land, with the Northeasterly line of said Lot 1, Oak Run Commercial Unit 7A, the Northeasterly line of Lot 1, Oak Run Commercial Unit 7B, as recorded in Document No. 201406019975, of the Map and Plat Records of Comal County, Texas, and with the Northeasterly line of aforementioned Lot 1, Oak Run Commercial Reserve Unit 7, N 42° 20' 01" W, a distance of 530.40 feet to the POINT OF BEGINNING, and containing 8.629 acres of land.

**Exhibit B**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

TVT II, LLC  
495 Tennessee Street, Ste. 152  
Memphis, TN 38103

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE GRANT OF EASEMENT

**GRANT OF EASEMENT**

Facility:	New Braunfels Tower Site
Street Address:	TBD Independence Drive
City:	New Braunfels
County:	Comal
State:	Texas

Between

**TVT II, LLC**  
**a Delaware limited liability company, Grantee**

**And**

**WESTPOINTE APTS LTD, Grantors**

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## GRANT OF EASEMENT

**THIS GRANT OF EASEMENT** (the "Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between WESTPOINTE APTS LTD. having a mailing address of \_\_\_\_\_ ("Grantor") and TVT II, LLC, a Delaware limited liability company, having a mailing address of 495 Tennessee Street, Ste. 152, Memphis, TN 381038 ("Grantee").

### 1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in County of Comal, State of Texas, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

### 2. Description of Easement. For good and

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easement for the use of a portion of Grantor's Property, that portion being described as a [ ] square foot parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to Grantee, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along the existing \_\_\_\_\_ ( ) foot wide right-of-way extending from the Independence Drive, together with the right to install, replace and maintain utility wires, fiber, poles, cables, conduits and pipes therein (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, either to Grantee or directly to the public utility or fiber provider at no cost and in a location acceptable to either Grantee or the public utility or fiber provider (the "Revised Access Easement"). For any such Revised Access Easement to be effective, such easement shall be recorded among the public records of Comal County, Texas. Also, Grantor hereby grants to Grantee, its successors and assigns a thirty (30) foot wide non-exclusive construction and maintenance easement around the perimeter of the Easement Area for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Grantee shall promptly restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structure representative of a faux pine tree with artificial branches beginning at twenty (20 feet) from ground, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto (including utility wires, poles, fiber optics, cables, conduits and pipes) and uses incidental thereto for Grantee's use and the use of its lessees, licensees and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Grantee's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Grantee on the Easement Area, unless the same are not constructed in compliance with applicable laws. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Year Easement. This Easement and Grantee's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. Grantee's Right to Terminate. Grantee shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Grantee providing written notice of termination to Grantor. Upon termination of this Easement by Grantee, (i) Grantor may unilaterally file a termination of this Easement without the joinder of Grantee, (ii) this Easement shall become null and void and (iii) all of the parties shall have no further obligations to each other except for outstanding liabilities of any party hereunder as of the date of such termination and any other obligation that survives the termination hereof as provided herein.

### 6. Hazardous Substances and Hazardous Wastes.

(a) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in violation of any applicable law; in the event of a violation of the foregoing, Grantee will be responsible for all remediation required by applicable law at its sole cost and expense. In all events, Grantee shall

indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Grantor Property if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes within the Grantor Property.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in violation of applicable law. In all events, Grantor shall indemnify and hold Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto.

7. **Insurance.** At all times, Grantee, at its sole expense, shall obtain and keep in force with an insurance company licensed in the State of Texas, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence and property damage insurance of not less than Five Hundred Thousand Dollars (\$500,000.00). Such insurance shall insure against liabilities arising out of or in connection with Grantee's use or occupancy of the Easement Area. Such policy shall name Grantor as additional insured.

8. **Security of Communications Facilities.** Grantee may construct a chain link or comparable fence around the perimeter of the Easement Area.

9. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Removal of Improvements.** Grantee will, within a reasonable period, not to exceed 90 days after the termination of this Easement, dismantle and remove to surface grade all property and improvements placed by Grantee on the Easement Area or on the Grantor Property, regardless of the manner in which such property and improvements may be affixed thereto.

11. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Grantee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer excluding those terms which are not imposed in good faith or which are designed to defeat Grantee's right of first refusal. If Grantee fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Grantee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided Grantee agrees to reimburse Grantor upon demand for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the improvements constructed by Grantee. Grantor agrees to provide Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of the lesser of 10% per annum or the maximum allowed by law (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee).

13. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of

Grantor's Property resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. **Enforcement.** In the event Grantor or Grantee fails to cure any violation of the terms of this Easement within ten (10) days after written notice from the other, the non-defaulting party shall have the right to injunctive relief, to require specific performance of this Easement, to collect actual damages from the defaulting party, and to take such actions as may be necessary in the non-defaulting party's discretion to cure such violation and charge the defaulting party with all reasonable costs and expenses incurred by the non-defaulting party as a result of such violation (including, without limitation, reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. **Limitation on Damages.** Except with respect to (i) Hazardous Substances or Hazardous Waste materials on the Easement Area or Grantor Property caused by Grantee, its contractors, agents or employees and (ii) Grantee's failure to timely remove its improvements from the Grantor Property and Easement Area after termination or expiration of this Easement, in no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. **Recording.** This Easement will be recorded by Grantee with the appropriate recording officer upon execution of this Easement.

17. **Hold Harmless.** Grantee agrees to compensate Grantor for damages and to indemnify and hold Grantor harmless from all claims, including costs and expenses in defending against such claims, including reasonable attorney's fees arising from the negligence, willful misconduct, acts or omissions of Grantee or Grantee's contractors, agents or employees in or about the Grantor Property or Easement Area or arising from Grantee's default pursuant to this Easement or breach of any representation or warranty made by Grantee under this Easement.

18. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) subject to the terms and conditions of this Easement, Grantee shall have quiet possession, use and enjoyment of

the Easement Area; and (c) that Grantor shall execute such further assurances thereof as may be reasonably required.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee and its lessees, licensees, and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than the communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or (ii) any condition on Grantor's Property which interferes with Grantee's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **Eminent Domain.** If the whole or any part of the Easement Area, shall be taken by right of eminent domain or any similar authority of law, (i) the entire award for the value of the Easement Area so taken shall belong to the Grantor and (ii) the entire award for the value of the improvements in the Easement Area so taken shall belong to the Grantee.

21. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

22. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

23. **Applicable Law.** This Grant of Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement Area is located. The parties agree that the venue for any litigation regarding this Easement shall be in the County of the State in which the Easement Area is located.

24. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage



prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

TVT II, LLC  
Attn: William Orgel  
495 Tennessee Street, Ste. 152  
Memphis, TN 38103

WESTPOINTE APTS LTD  
Attn: Tim Marroquin  
2000 Stepping Stone  
New Braunfels, TX 78130

**25. Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion and without consent, to sell, assign, lease, convey, license, mortgage<sup>1</sup> or encumber any of its interest in the Easement Area. In addition, Grantee has the right, within its sole discretion and without consent, to grant sub-easements over any portion of the Easement Area. Any such sale, assignment, lease, license, conveyance, mortgage, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall only relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment if assignee's net worth is less than Grantor's net worth as of the date of this Easement.

**25. Partial Invalidity.** Should any part or provision of this Easement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Easement, and they shall remain in full force and effect and this Easement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning rules against perpetuities, zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between

Grantor, as landlord, and Grantee, as tenant (with the exclusive Easement Area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

**26. Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non-disturbance agreement for each such mortgage, in recordable form.

**27. Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Grantee's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Grantee from using the Easement Area for the uses intended by Grantee.

**28. Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

**29. Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

**30. Termination.** Failure on the part of Grantee to (i) make any payment hereunder on or before its due date or (ii) perform any of the other covenants, conditions, or agreements made by Grantee in this Easement, shall give Grantor the right (following written notice and a reasonable opportunity to cure as provided

below) to terminate this Easement, which notice of termination shall be made in writing and shall be mailed or delivered to Grantee at the address specified above (or to any other address hereafter specified by Grantee). This Easement and all rights of Grantee hereunder shall terminate sixty (60) days after receipt by Grantee of such written notice of termination unless on or before the expiration of such sixty (60) day period the Grantee shall cure, or undertake reasonable steps to cure, such nonmonetary default. This Easement and all rights of Grantee hereunder shall terminate thirty (30) days after receipt by Grantee of such written notice of termination unless on or before the expiration of such thirty (30) day period the Grantee shall cure such monetary default, after a final adjudication of any appeal of any amounts due to Grantor.

[Remainder of Page Intentionally Blank.  
Signature pages to follow.]

IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

GRANTEE:

TVT II, LLC

By: \_\_\_\_\_  
William Orgel  
Its: President

State of Tennessee  
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT II, LLC and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
[Grantor's Signature and Acknowledgement appears on the following page.]

GRANTOR:

WESTPOINTE APTS, LTD.,  
a Texas limited partnership

By: Westpointe Apts GP, LLC,  
a Texas limited liability company

\_\_\_\_\_  
By: Tim Marroquin  
Its: Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for the State of \_\_\_\_\_, personally appeared [] known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
\*\*\*\*\*

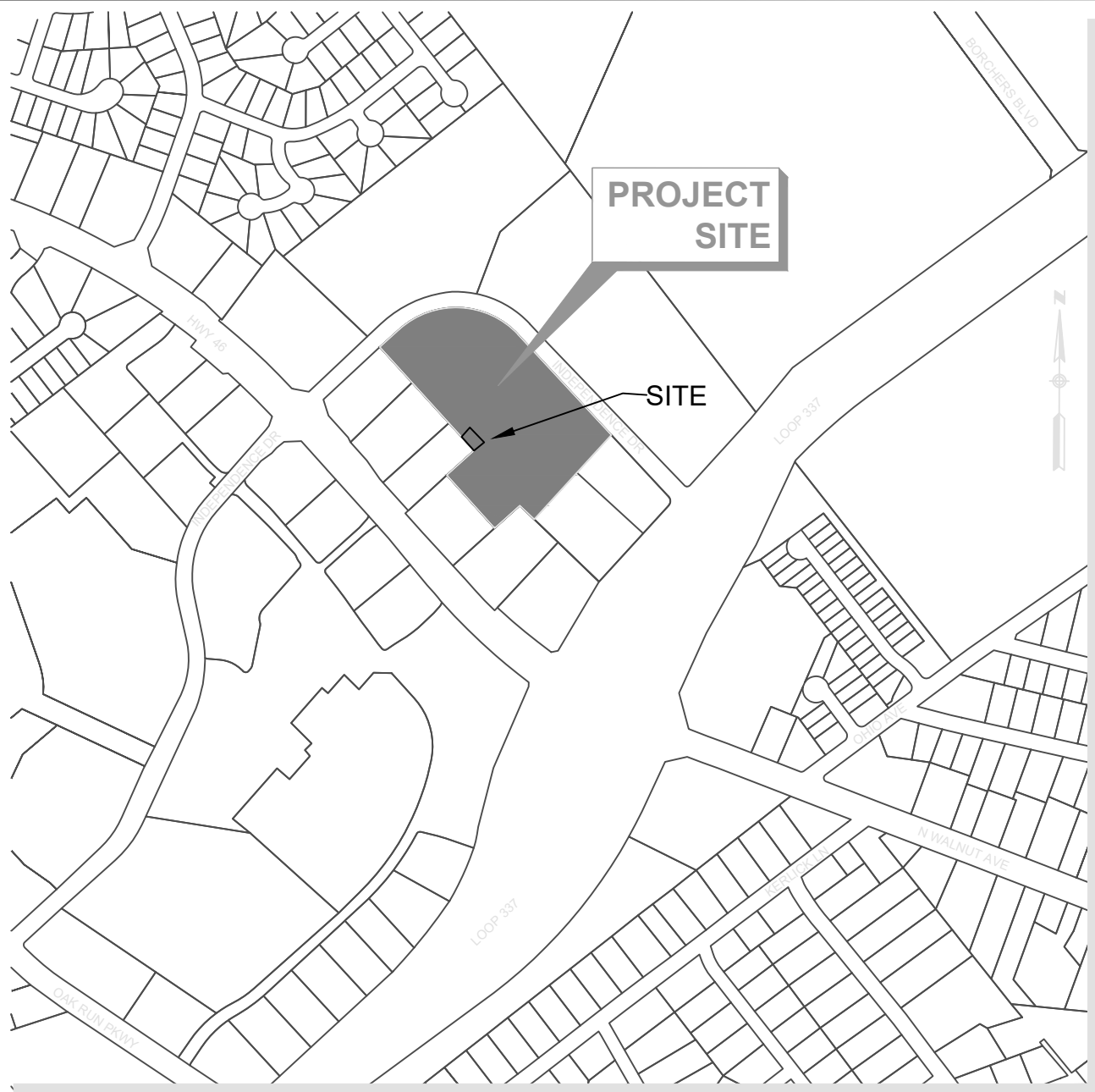
[JOINDER FOR LUMENT TO BE ADDED]

EXHIBIT A  
GRANTOR'S PROPERTY

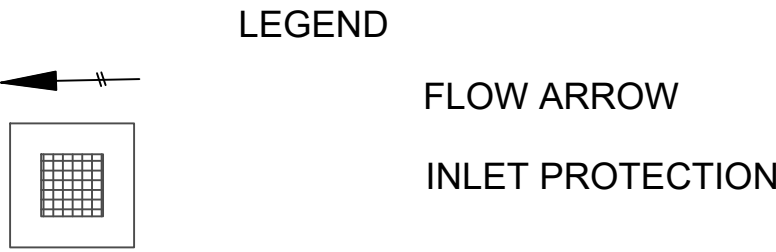
EXHIBIT B – SITE PLAN

**EXHIBIT C – EASEMENT AREA AND ACCESS EASEMENT**





LOCATION MAP



PER TPDES REQUIREMENTS, DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENTLY) SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITY RESUMES WITHIN 21 DAYS. SEEDING DOES NOT CONSTITUTE AS STABILIZATION

Contech Engineered Solutions Calculations for Texas Commission on Environmental Quality  
TSS Removal Calculations

Project Name: The Devereaux  
Date Prepared: 9/13/2021  
1. The Required Load Reduction for the total project.  
Calculations from RG-348 Page 3-29 Equation 3.3: LM = 27.2(AN x P)  
Pages 3-27 to 3-30

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

Site Data: Determine Required Load Removal Based on the Entire Project  
County = Comal  
Total project area included in plan = 8.63 acres  
Predevelopment impervious area within the limits of the plan = 0.00 acres  
Total post-development impervious area within the limits of the plan = 6.42 acres  
Total post-development impervious cover fraction = 0.74  
P = 33 inches  
LM TOTAL PROJECT = 5763 lbs.

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

Drainage Basin/Outfall Area No. = 1  
Total drainage basin/outfall area = 8.63 acres  
Predevelopment impervious area within drainage basin/outfall area = 0.00 acres  
Post-development impervious area within drainage basin/outfall area = 6.42 acres  
Post-development impervious fraction within drainage basin/outfall area = 0.74  
LM total basin = 5763 lbs.

3. Indicate the proposed BMP Code for this basin.

Proposed BMP = JF  
Removal efficiency = 99

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

RG-348 Page 3-33 Equation 3.7:  
LR = (BMP efficiency) x P x (A) x 34.5 + AP x 0.54)

AC = Total On-Site drainage area in the BMP catchment area  
AI = Impervious area proposed in the BMP catchment area  
AP = Pervious area remaining in the BMP catchment area  
LR = TSS Load removed from this catchment area by the proposed BMP

AC = 7.42 acres  
AI = 6.53 acres  
AP = 1.09 acres  
LR = 6232 lbs.

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

Desired LM THIS BASIN = 5754 lbs.  
F = 0.92

6. Calculate Treated Flow required by the BMP Type for this drainage basin / outfall area

Offsite area draining to BMP = 0.97 acres  
Offsite impervious cover draining to BMP = 0.34 acres

BMP CODE:  
AQ  
BR  
CS  
CW  
ED  
GS  
RI  
SF  
VF  
WB  
WV  
BMP TYPE:  
AQUALOGIC CARTRIDGE FILTER  
BIORETENTION  
CONTECH STORM FILTER  
CONSTRUCTED WETLAND  
EXTENDED DETENTION  
GRASSY SWALE  
RETENTION/IRRIGATION  
SAND FILTER  
VEGETATIVE FILTER STRIP  
WET BASIN  
WET VAULT

EXISTING JELLYFISH SYSTEM

INDEPENDENCE DRIVE

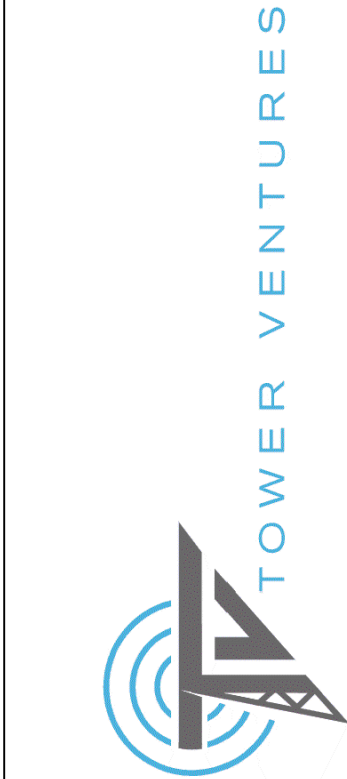
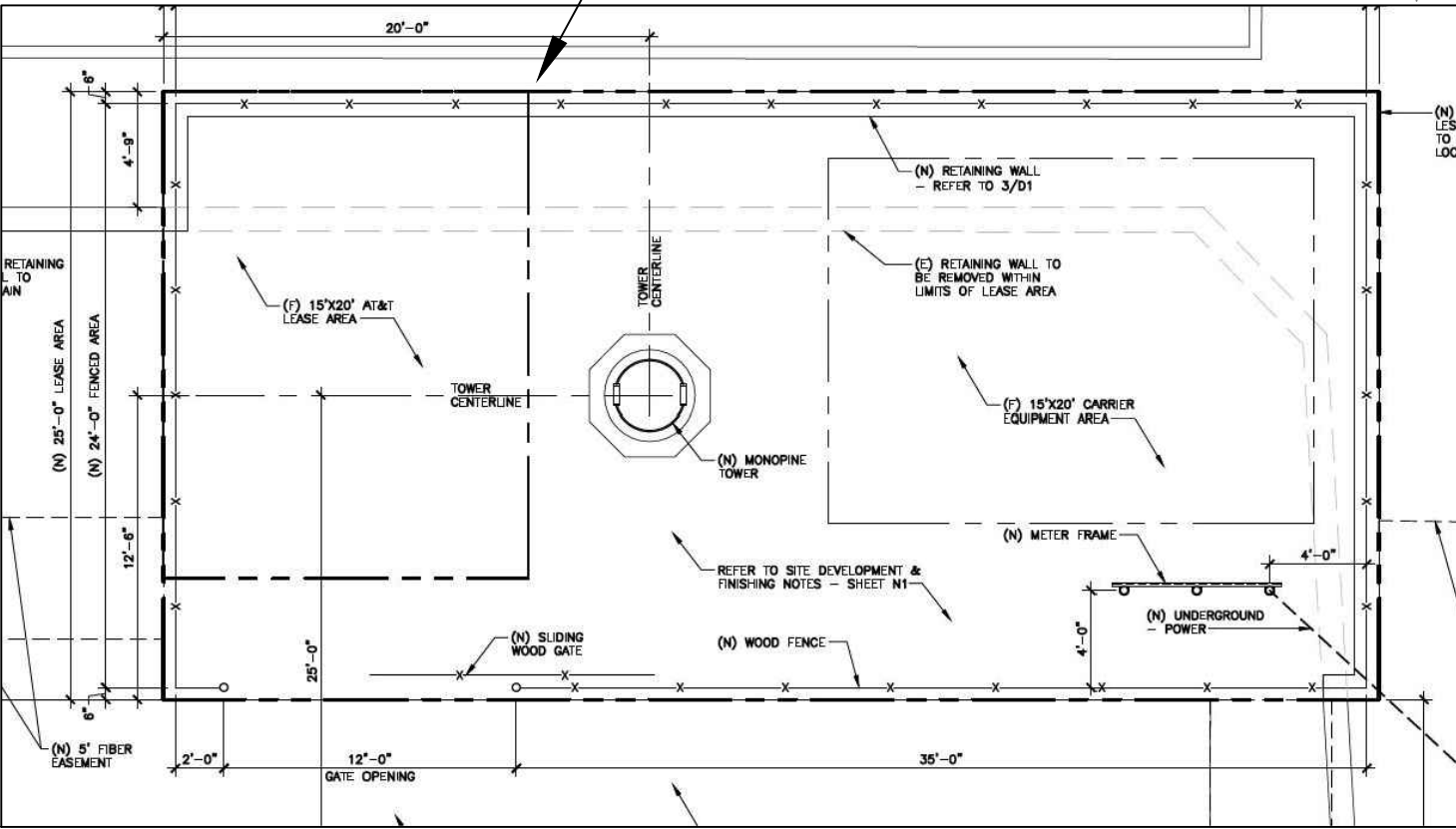
EXISTING NEW BRAUNFELS HIGH

INLET PROTECTION

INLET PROTECTION  
25x50 SITE SEE SITE DETAIL

ADEQUACY CALCULATIONS OF EXISTING JELLYFISH SYSTEM BMP NOTE

The proposed wireless telecommunications facility is proposing to add 400 s.f. (0.0092 acres) of additional impervious cover to the easement area and the existing apartment site. The impervious cover added by the wireless telecommunications facility will increase the proposed impervious cover for the entire 8.63 acre site to 6.42 acres of impervious cover, which equals 74.39% of the site. Adding the wireless telecommunications facility's proposed impervious cover to the existing apartment site's impervious cover, increases the existing apartment site's JellyFish water quality system's minimum annual Total Suspended Solid (TSS) treatment and removal from 5,754 pounds per year, to 5,763 pounds per year for the 6.42 acres of impervious cover. A minimum of 80% TSS removal efficiency is still required. The existing apartment site's JellyFish installed water quality system was designed to remove 6,232 pounds of annual Total Suspended Solid (TSS) from the existing 6.41 acres of impervious cover. Therefore, the increase to 5,763 pounds of minimum annual Total Suspended Solid (TSS) to be treated and removed by the proposed 6.42 acres of impervious cover per year, is still less than the 6,232 pounds of annual Total Suspended Solid (TSS) being achieved by the existing apartment site's JellyFish installed water quality system. A design of 86.51% TSS removal efficiency is achieved with the wireless telecommunications facility site improvements.



STEVEN SYLLIASEN  
CONSULTING ENGINEER L.L.C  
10720 THOROUGHRED DRIVE  
AUSTIN, TEXAS 78748  
WORK: (512) 280-7130

VINCENT GERARD & ASSOCIATES  
LAND PLANNING & ZONING CONSULTANTS  
1110 GARDEN CITY AVENUE, SUITE 201  
AUSTIN, TEXAS 78704  
(512) 328-2897 • vgerard@towergerard.com

SITE INFORMATION  
1661 INDEPENDENCE DRIVE,  
NEW BRAUNFELS TX 78132  
TOWER OWNER  
TOWER VENTURES  
495 TENNESSEE ST.,  
STE 152 MEMPHIS,  
TN 38103

PROPERTY OWNER  
200 STEPPING STONE,  
NEW BRAUNFELS TX  
78130



SET ISSUED FOR PERMIT DATE

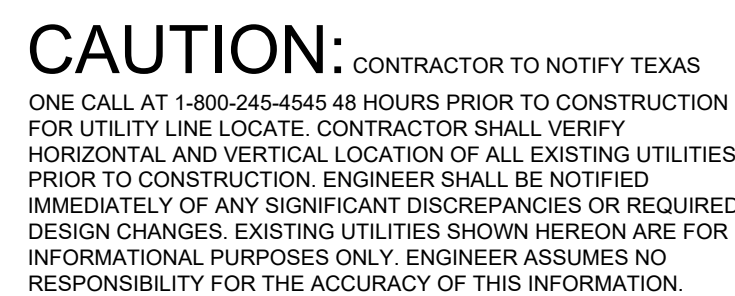
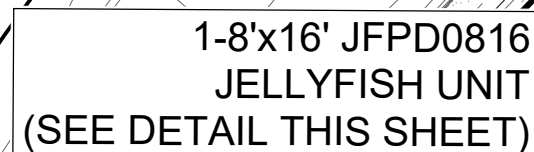
REVISIONS	DESCRIPTION	
	DATE	
NO.		

DRAWN BY JVP  
REVIEWED BY VGH





(A)	25" WIDE ACCESS ESMST. (DOC. NO. 2010060609218, OPRCCT)	(E)	15" DRAINAGE ESMST. (DOC. NO. 201106006439, OPRCCT)
(B)	20" SANITARY SEWER ESMST. (DOC. NO. 201006028679, MPRCCT)	(F)	SHARED ACCESS ESMST. (DOC. NO. 201006029630, MPRCCT)
(C)	20" UTILITY ESMST. (DOC. NO. 200806005473, MPRCCT) (DOC. NO. 200806005474, MPRCCT)	(G)	VARIABLE WIDTH DRAINAGE ESMST.
		(H)	15' ROW DEDICATION 0.38 Ac.
		(I)	20" UTILITY ESMST



\* **CAUTION:**  
BUILDING CORNER POINTS ARE SHOWN FOR REFERENCE  
PURPOSES ONLY. FINAL BUILDING CORNERS SHALL  
BE SET FROM STRUCTURAL FOUNDATION PLANS.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR

**811**  
Know what's below  
Call before you dig

THE DEVEREAUX APARTMENTS

WATER POLLUTION ABATEMENT PLAN  
(SHEET 1 OF 2)

[illegible]

07/25/202



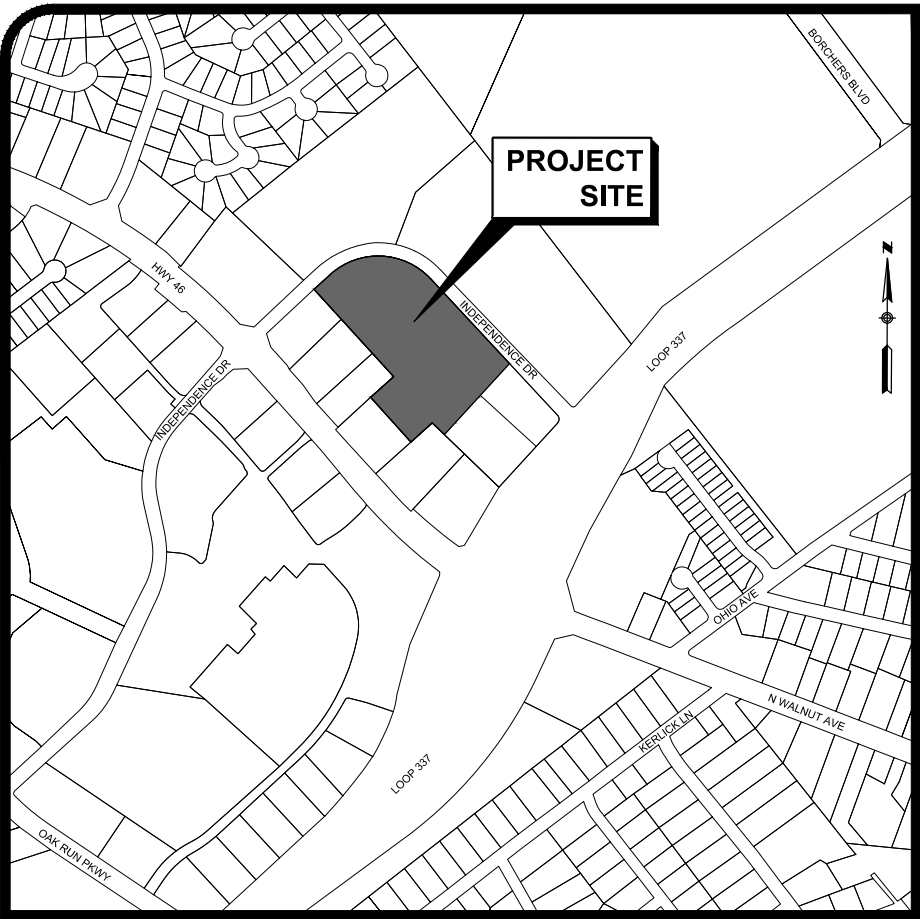
LJA Engineering, Inc.

JOB NUMBER:  
SA204-401-426

SHEET NO.  
**C20**  
OF C27 SH

Reference Drawing - Approved by Others Ref 1





LOCATION MAP  
N.T.S.

### EASEMENT LEGEND

- (A) 25' WIDE ACCESS ESMT.  
(DOC. NO. 200606006218, OPRCCT)
- (B) 20' SANITARY SEWER ESMT.  
(DOC. NO. 201006028679, MPRCCT)
- (C) 20' UTILITY ESMT.  
(DOC. NO. 200606005473, MPRCCT)  
(DOC. NO. 200606005474, MPRCCT)
- (E) 15' DRAINAGE ESMT.  
(DOC. NO. 201106006439, OPRCCT)
- (F) SHARED ACCESS ESMT.  
(DOC. NO. 201006028630, MPRCCT)
- (G) VARIABLE WIDTH DRAINAGE ESMT.
- (H) 15' ROW DEDICATION 0.38 Ac.
- (I) 20' UTILITY ESMT

Contech Engineered Solutions Calculations for Texas Commission on Environmental Quality  
TSS Removal Calculations

Project Name: **The Devereaux**

Date Prepared: 07/25/2022

#### 1. The Required Load Reduction for the total project:

Calculations from RG-348 Page 3-29 Equation 3.3:  $I_{a, \text{total}} = 72.5(A_c \times P)$

$I_{a, \text{total, required}} =$  Required TSS removal resulting from the proposed development = 86% of increased load  
 $A_c =$  Net increase in impervious area for the project  
 $P =$  Average annual precipitation, inches

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

County = **Comal**  
Total project area included in plan = **8.63** acres  
Predevelopment impervious area within the limits of the plan = **6.41** acres  
Total post-development impervious area within the limits of the plan = **6.41** acres  
Total post-development impervious cover fraction = **0.74**  
 $P =$  **33** inches

$I_{a, \text{total, required}} =$  **8754** lbs.

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

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

Drainage Basin/Outfall Area No. = **1**

Total drainage basin/outfall area = **8.63** acres  
Predevelopment impervious area within drainage basin/outfall area = **6.41** acres  
Post-development impervious area within drainage basin/outfall area = **6.41** acres  
Post-development impervious fraction within drainage basin/outfall area = **0.74**  
 $I_{a, \text{basin, required}} =$  **8754** lbs.

#### 3. Indicate the proposed BMP Code for this basin.

Proposed BMP = **3F** abbreviation

Removal efficiency = **86** percent

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

RG-348 Page 3-33 Equation 3.7:  
 $I_R = (\text{BMP efficiency}) \times P \times A_c \times 3.6 \times 10^6 \times A_c \times 0.94$

$A_c =$  Total On-Site drainage area in the BMP catchment area

$A_p =$  Impervious area proposed in the BMP catchment area

$A_p =$  Previous area remaining in the BMP catchment area

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

$A_c =$  **7.42** acres

$A_p =$  **6.41** acres

$I_R =$  **6632** lbs.

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

Desired  $I_{a, \text{basin, required}} =$  **8754** lbs.

$P =$  **0.92**

#### 6. Calculate Treated Flow required by the BMP Type for this drainage basin / outfall area.

Offsite area draining to BMP = **0.97** acres

Offsite impervious cover draining to BMP = **0.84** acres

Calculations from RG-348 Page Section 3-3.22

Rainfall Intensity = **1.20** inches per hour

Effective Area = **6.62** acres

Carriageway Length = **34** inches

Peak Treatment Flow Required = **7.33** cubic feet per second

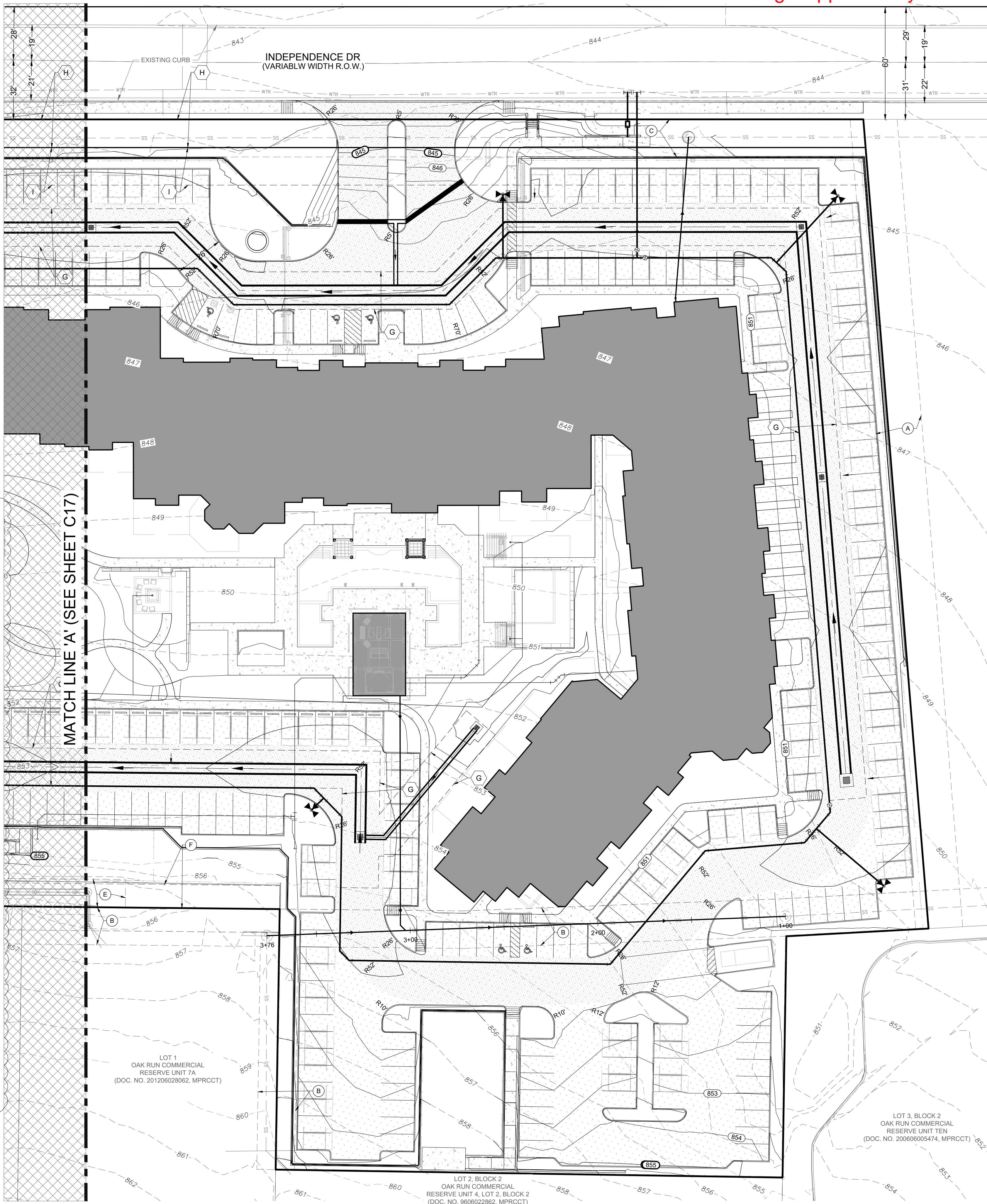
#### 7. Jellofish

Designed as Required in RG-348 Section 3-3.22

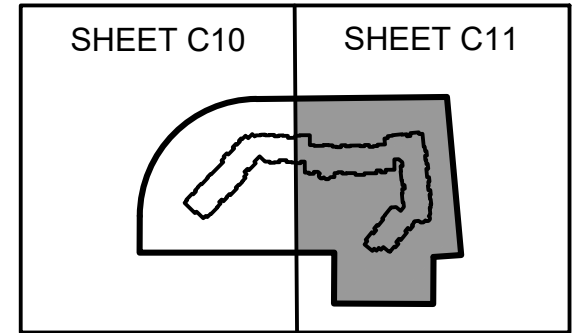
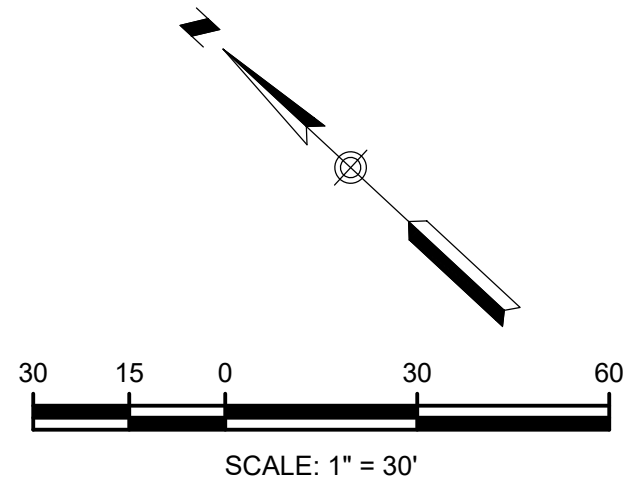
Flow Through Jellofish Size

Jellofish Size for Flow-Based Configuration = **JFFD0616-38-8**

Jellofish Treatment Flow Rate = **7.48** cfs



Reference Drawing - Approved by others Ref 2



SHEET INDEX MAP  
N.T.S.

**CAUTION:** CONTRACTOR TO NOTIFY TEXAS ONE CALL AT 1-800-245-4545 48 HOURS PRIOR TO CONSTRUCTION FOR UTILITY LINE LOCATE. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY SIGNIFICANT DISCREPANCIES OR REQUIRED DESIGN CHANGES. EXISTING UTILITIES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY. ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION.

\* CAUTION:  
BUILDING CORNER POINTS ARE SHOWN FOR REFERENCE PURPOSES ONLY. FINAL BUILDING CORNERS SHALL BE SET FROM STRUCTURAL FOUNDATION PLANS.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



THE DEVEREAUX APARTMENTS

WATER POLLUTION ABATEMENT PLAN  
(SHEET 2 OF 2)

REVISIONS		NO.	DATE
DESCRIPTION	BY	DATE	
ADDENDUM 1	BPB	09/15/2021	
ADDENDUM 2	NSC	10/13/2021	



07/25/2022



Phone: 210.503.2700  
Fax: 210.503.2749

TBPE No. F-1386

LJA Engineering, Inc.

1100 NE Loop 410  
Suite 850  
San Antonio, Texas 78209

JOB NUMBER:

SA204-401-426

SHEET NO.

**C21**

OF C27 SHEET