Underground Storage Tank Modification Plan

Facility ID # 36423
Facility Name: EZ Mart 4388
Facility Location: 15503 Babcock Rd.
San Antonio, Texas 78255

Prepared by:

Banester Engineering Consultants, Ltd.
28070 Smithson Valley Rd.
San Antonio, Texas 78261
TX PE Firm No. F-9126

Phone (210) 771-8154
Fax (210) 579-7738

STATE OF TEXAS
DAVID ASVESTAS
79924
LICENSED PROFESSIONAL ENGINEER
1/24/25

January 24, 2025

RCAS CS0000059
Project # 2024-1873

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Texas Commission on Environmental Quality

Edwards Aquifer Application Cover Page

Our Review of Your Application

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

Administrative Review

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

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

2. This Edwards Aquifer Application Cover Page form (certified by the applicant or agent) must be included in the application and brought to the administrative review meeting.

3. Administrative reviews are scheduled with program staff who will conduct the review. Applicants or their authorized agent should call the appropriate regional office, according to the county in which the project is located, to schedule a review. The average meeting time is one hour.

4. In the meeting, the application is examined for administrative completeness. Deficiencies will be noted by staff and emailed or faxed to the applicant and authorized agent at the end of the meeting, or shortly after. Administrative deficiencies will cause the application to be deemed incomplete and returned.

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

5. If an application is received by mail, courier service, or otherwise submitted without a review meeting, the administrative review will be conducted within 30 days. The applicant and agent will be contacted with the results of the administrative review. If the application is found to be administratively incomplete, it can be retrieved from the regional office or returned by regular mail. If returned by mail, the regional office may require arrangements for return shipping.

6. If the geologic assessment was completed before October 1, 2004 and the site contains "possibly sensitive" features, the assessment must be updated in accordance with the *Instructions to Geologists* (TCEQ-0585 Instructions).

Technical Review

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

2. A site assessment is usually conducted as part of the technical review, to evaluate the geologic assessment and observe existing site conditions. The site must be accessible to our staff. The site boundaries should be

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

3. We evaluate the application for technical completeness and contact the applicant and agent via Notice of Deficiency (NOD) to request additional information and identify technical deficiencies. There are two deficiency response periods available to the applicant. There are 14 days to resolve deficiencies noted in the first NOD. If a second NOD is issued, there is an additional 14 days to resolve deficiencies. If the response to the second notice is not received, is incomplete or inadequate, or provides new information that is incomplete or inadequate, the application must be withdrawn or 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.

1. Regulated Entity Name: EZ Mart 4388						**2. Regulated Entity No.:** 102357027			
3. Customer Name: GPM Southeast, LLC						**4. Customer No.:** 605529908			
5. Project Type: (Please circle/check one)	New		Modification			Extension		Exception	
6. Plan Type: (Please circle/check one)	WPAP	CZP	SCS	UST	AST	EXP	EXT	Technical Clarification	Optional Enhanced Measures
7. Land Use: (Please circle/check one)	Residential		Non-residential			**8. Site (acres):**		1.92	
9. Application Fee:	1,950.00		**10. Permanent BMP(s):**						
11. SCS (Linear Ft.):	N/A		**12. AST/UST (No. Tanks):**			3			
13. County:	Bexar		**14. Watershed:**			Leon Creek			

Application Distribution

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

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

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

Austin Region			
County:	**Hays**	**Travis**	**Williamson**
Original (1 req.)	___	___	___
Region (1 req.)	___	___	___
County(ies)	___	___	___
Groundwater Conservation District(s)	___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

San Antonio Region					
County:	**Bexar**	**Comal**	**Kinney**	**Medina**	**Uvalde**
Original (1 req.)	X	___	___	___	___
Region (1 req.)	X	___	___	___	___
County(ies)	X	___	___	___	___
Groundwater Conservation District(s)	X Edwards Aquifer Authority ___Trinity-Glen Rose	___Edwards Aquifer Authority	___Kinney	___EAA ___Medina	___EAA ___Uvalde
City(ies) Jurisdiction	___Castle Hills ___Fair Oaks Ranch ___Helotes ___Hill Country Village ___Hollywood Park X_San Antonio (SAWS) ___Shavano Park	___Bulverde ___Fair Oaks Ranch ___Garden Ridge ___New Braunfels ___Schertz	NA	___San Antonio ETJ (SAWS)	NA

I certify that to the best of my knowledge, that the application is complete and accurate. This application is hereby submitted to TCEQ for administrative review and technical review.
Lee Farris Print Name of Customer/Authorized Agent
Signature of Customer/Authorized Agent — Date: 10/22/2024

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

TCEQ Form – 0587

General Information Form

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.

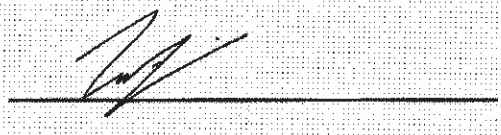
Signature

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: Lee Farris

Date: 10/22/2024

Signature of Customer/Agent:



Project Information

1. Regulated Entity Name: EZ Mart 4388
2. County: Bexar
3. Stream Basin: Huestra Tributary
4. Groundwater Conservation District (If applicable): Edwards Aquifer Authority
5. Edwards Aquifer Zone:

   ☒ Recharge Zone
   ☐ Transition Zone

6. Plan Type:

   ☐ WPAP
   ☐ SCS
   ☒ Modification
   ☐ AST
   ☒ UST
   ☐ Exception Request

7. Customer (Applicant):

Contact Person: Lee Farris
Entity: GPM Southeast, LLC
Mailing Address: 8565 Magellan Pkwy, Suite 400
City, State: Richmond, VA Zip: 23227
Telephone: 903-255-1619 FAX: _____
Email Address: LFarris@gpminvestments.com

8. Agent/Representative (If any):

Contact Person: David Asvestas, P.E.
Entity: Banester Engineering Consultants, Ltd.
Mailing Address: 28070 Smithson Valley Rd.
City, State: San Antonio, TX Zip: 78261
Telephone: 210-771-8154 FAX: 210-579-7738
Email Address: david@banester.com

9. Project Location:

☒ The project site is located inside the city limits of San Antonio.
☐ 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.

15503 Babcock Rd.

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: _____

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

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

15. Existing project site conditions are noted below:

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

Prohibited Activities

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

(1) Waste disposal wells regulated under 30 TAC Chapter 331 of this title (relating to Underground Injection Control);

(2) New feedlot/concentrated animal feeding operations, as defined in 30 TAC §213.3;

(3) Land disposal of Class I wastes, as defined in 30 TAC §335.1;

(4) The use of sewage holding tanks as parts of organized collection systems; and

(5) New municipal solid waste landfill facilities required to meet and comply with Type I standards which are defined in §330.41(b), (c), and (d) of this title (relating to Types of Municipal Solid Waste Facilities).

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

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

(1) Waste disposal wells regulated under 30 TAC Chapter 331 (relating to Underground Injection Control);

(2) Land disposal of Class I wastes, as defined in 30 TAC §335.1; and

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

Administrative Information

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

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

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

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

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

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

Attachment A

Road Map

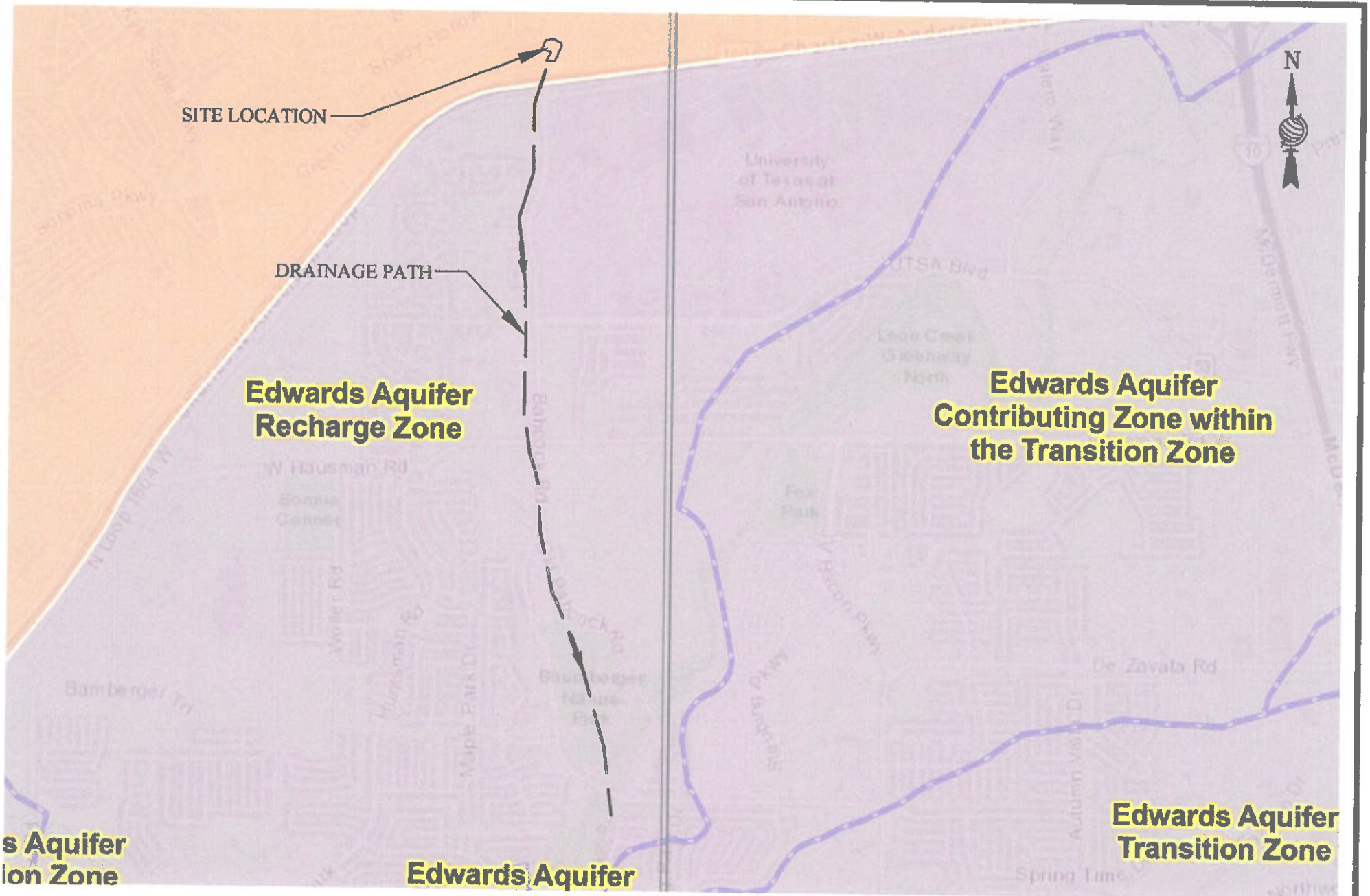
DIRECTIONS TO SITE:

FROM 1604 AND US HIGHWAY 281, HEAD WEST ON 1604 AND EXIT BABCOCK RD. SITE IS LOCATED AT THE NORTHWEST CORNER OF LOOP 1604 AND BABCOCK RD.

SITE MANAGER: DA	CHECKED BY: JLA	BANESTER ENGINEERING	ATTACHMENT A ROAD MAP EZ MART 4388 15503 BABCOCK RD., SAN ANTONIO, TX
DRAWN BY: DA	DRAWING DATE: 08/11/24		
SCALE: N.T.S	TX FIRM NO. F-9126		
CAD FILE NAME: ATTACHA-0587	PROJECT NO.: 24-1873		

Attachment B

USGS/Edwards Recharge Zone Map



SOURCE: EDWARDS AQUIFER VIEWER 5.1

SITE MANAGER: DA	CHECKED BY: JLA
DRAWN BY: DA	DRAWING DATE: 08/11/24
SCALE: 1" = 2000'	TX FIRM NO. F-9126
CAD FILE NAME: ATTACHB-0587	PROJECT NO.: 24-1873

BANESTER ENGINEERING

ATTACHMENT B

EDWARDS AQUIFER RECHARGE ZONE MAP

EZ MART 4388
15503 BABCOCK RD., SAN ANTONIO, TX

Attachment C

Project Description

Attachment C Project Description

The EZ Mart 4388 Station convenience store is located at 15503 Babcock Rd. at the northwest corner of Loop 1604 and Babcock Rd. on a 1.92 acre property. The site was originally developed in 1985 as a commercial retail shopping center with a convenience store and underground storage tank fuel system.

The improvements addressed by this Underground Storage Tank Application consist of the following:

Underground Storage Tank (UST) Removal

The UST system consisting of three 8,068 gallon UST's along with two dispensers and all associated piping will be removed from the ground.

New UST System Installation

One 12,000 gallon UST, two 6,000 gallon UST's and two dispensers and associated piping will be installed at the site. The UST system including the tanks and piping will consist of tertiary containment.

TCEQ Form – 0585

Geologic Assessment Form

Geologic Assessment

Texas Commission on Environmental Quality

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

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

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

Signature

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

Print Name of Geologist: Carl P. Wentz Telephone: 361-648-8233

Date: 8/11/2024 Fax: N/A

Representing: Banester Engineering Consultants, Ltd (TBPE F-9126) (Name of Company and TBPG or TBPE registration number)

Signature of Geologist:

Regulated Entity Name: EZ Mart 4388

Project Information

1. Date(s) Geologic Assessment was performed: 6/20/2024
2. Type of Project:
   - ☐ WPAP
   - ☐ SCS
   - ☐ AST
   - ☒ UST
3. Location of Project:
   - ☒ Recharge Zone
   - ☐ Transition Zone
   - ☐ Contributing Zone within the Transition Zone

STATE OF TEXAS
CARL P. WENTZ
GEOLOGY
No. 10764
LICENSED
PROFESSIONAL GEOSCIENTIST
8/11/2024

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

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

Table 1 - Soil Units, Infiltration Characteristics and Thickness

Soil Name	Group*	Thickness(feet)

Soil Name	Group*	Thickness(feet)
Cb-Crawford, stony and Bexar soils, 0-5% slopes	D	2.83

** Soil Group Definitions (Abbreviated)*

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

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

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

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

6. ☒ **Attachment B – Stratigraphic Column**. A stratigraphic column showing formations, members, and thicknesses is attached. The outcropping unit, if present, should be at the top of the stratigraphic column. Otherwise, the uppermost unit should be at the top of the stratigraphic column.

7. ☒ **Attachment C – Site Geology**. A narrative description of the site specific geology including any features identified in the Geologic Assessment Table, a discussion of the potential for fluid movement to the Edwards Aquifer, stratigraphy, structure(s), and karst characteristics is attached.

8. ☒ **Attachment D – Site Geologic Map(s)**. The Site Geologic Map must be the same scale as the applicant's Site Plan. The minimum scale is 1": 400'

   Applicant's Site Plan Scale: 1" = 60'
   Site Geologic Map Scale: 1" = 60'
   Site Soils Map Scale (if more than 1 soil type): 1" = N/A'

9. Method of collecting positional data:

   ☒ Global Positioning System (GPS) technology.
   ☐ Other method(s). Please describe method of data collection: _____

10. ☒ The project site and boundaries are clearly shown and labeled on the Site Geologic Map.

11. ☒ Surface geologic units are shown and labeled on the Site Geologic Map.

12. ☐ Geologic or manmade features were discovered on the project site during the field investigation. They are shown and labeled on the Site Geologic Map and are described in the attached Geologic Assessment Table.

    ☒ Geologic or manmade features were not discovered on the project site during the field investigation.

13. ☒ The Recharge Zone boundary is shown and labeled, if appropriate.

14. All known wells (test holes, water, oil, unplugged, capped and/or abandoned, etc.): If applicable, the information must agree with Item No. 20 of the WPAP Application Section.

    ☐ There are 0 (#) wells present on the project site and the locations are shown and labeled. (Check all of the following that apply.)
    - ☐ The wells are not in use and have been properly abandoned.
    - ☐ The wells are not in use and will be properly abandoned.
    - ☐ The wells are in use and comply with 16 TAC Chapter 76.

    ☒ There are no wells or test holes of any kind known to exist on the project site.

Administrative Information

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

Attachment A

Geologic Assessment Table

GEOLOGIC ASSESSMENT TABLE — PROJECT NAME: EZ Mart 4368

LOCATION			FEATURE CHARACTERISTICS											EVALUATION			PHYSICAL SETTING		
1A	1B *	1C*	2A	2B	3	4			5	5A	6	7	8A	8B	9	10		11		12
FEATURE ID	LATITUDE	LONGITUDE	FEATURE TYPE	POINTS	FORMATION	DIMENSIONS (FEET)			TREND (DEGREES)	FOR CD	DENSITY (NO/FT)	APERTURE (FEET)	INFILL	RELATIVE INFILTRATION RATE	TOTAL	SENSITIVITY		CATCHMENT AREA (ACRES)		TOPOGRAPHY
						X	Y	Z		10						<40	≥40	<1.6	≥1.6	
No geologic or manmade features observed during the site assessment.																				

* DATUM:

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

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

12 TOPOGRAPHY

Cliff, Hilltop, Hillside, Drainage, Floodplain, Streambed

I have read, I understood, and I have followed the Texas Commission on Environmental Quality's Instructions to Geologists. The information presented here complies with that document and is a true representation of the conditions observed in the field.

My signature certifies that I am qualified as a geologist as defined by 30 TAC Chapter 213.

Date 8/11/2024

Sheet 1 of 1

STATE OF TEXAS
CARL P. WENTZ
GEOLOGY
No. 10764
LICENSED
PROFESSIONAL GEOSCIENTIST

8/11/2024

TCEQ-0585-Table (Rev. 10-01-04)

Attachment B

Stratigraphic Column

Attachment B – Stratigraphic Column

SYSTEM	GROUP OR FORMATION	MEMBER	THICKNESS (ft)	SYMBOL	DESCRIPTION
Lower Cretaceous	Person Formation	Marine member	80-90	Kp	Limestone that ranges from chalk to mudstone and grainstone
Lower Cretaceous	Person Formation	Leached and collapsed members	30-80	Kplc	Crystalline limestone, mudstone to wackestone to grainstone, chert, collapsed breccia
Lower Cretaceous	Person Formation	Regional dense member	20-30	Kprd	Light tan, dense, argillaceous mudstone
Lower Cretaceous	Kainer Formation	Grainstone member	45-60	Kkg	Light gray grainstone, mudstone to wackestone, chert
Lower Cretaceous	Kainer Formation	Kirschberg evaporite	65-75	Kkke	Light gray, crystalline limestone, chalky mudstone, chert
Lower Cretaceous	Kainer Formation	Dolomitic member	110-150	Kkd	Mudstone to grainstone, crystalline grainstone
Lower Cretaceous	Kainer Formation	Basal modular member	45-60	Kkbn	Shaly, fossiliferous, nodular limestone, mudstone, grainstone
Lower Cretaceous	Upper member of the Glen Rose Limestone		350-500	Kgr	Yellowish-tan, thinly bedded limestone and marl

Clark, A.R., Blome, C.D., and Faith, J.R, 2009, Map showing the geology and hydrostratigraphy of the Edwards aquifer catchment area, northern Bexar County, south-central Texas: U.S. Geological Survey Open-File Report 2009-1008, 24 p., 1 pl.

Clark, A.R., Blome, C.D., and Faith, J.R, 2009, Map showing the geology and hydrostratigraphy of the Edwards aquifer catchment area, northern Bexar County, south-central Texas: U.S. Geological Survey Open-File Report 2009-1008, 24 p., 1 pl.

Attachment C

Site Geology

Attachment C – Site Geology

The entire site is covered by pavement or other manmade buildings or features. According to the USDA Natural Resources Conservation Service, the site soil is classified as the Crawford and Bexar stony soils (Cb). The Crawford and Bexar stony soils are typically up to 34 inches in thickness and is characterized with stony clay or cobbly clay. According to a State of Texas Well Report # 6827307 that is located approximately 950 feet south of the project site, the formation underlying the Crawford and Bexar stony soils at this well location is the Person Formation. The Person Formation is the upper section of the Edwards Group. The thickness of the Person Formation at this well site is about 123 feet in thickness. The Person Formation at this well location is characterized by 28 feet of the marine member. Below the marine member is about 95 feet of the leached/collapsed members. Below the leached/collapsed members are about 20 feet of the regional dense member of the Person Formation. Underlying the Person Formation at this well site is the Kainer Formation. The Kainer Formation at this well site is at least 145 feet thick and is the lower section of the Edwards Group. At the site, the Kainer Formation consists of three members which are the grainstone member, the Kirschberg evaporite member, and then the dolomitic member. This site lies entirely in the Edwards Aquifer recharge zone.

No geologic features were noted on the property during the site investigation.

Attachment D

Site Maps

SITE GEOLOGIC MAP

EZ MART 4388
15503 BABCOCK, RD.
SAN ANTONIO, TX

Kp=Person Formation
Scale: 1"=60'

STATE OF TEXAS
CARL P. WENTZ
GEOLOGY
No. 10764
LICENSED
PROFESSIONAL GEOSCIENTIST

8/11/2024

SITE SOILS MAP

EZ MART 4388
15503 BABCOCK, RD.
SAN ANTONIO, TX

Cb=Crawford, stony and Bexar soils, 0-5% slopes
Scale: 1"=60'

Source: USDA, Web Soil Survey, Bexar Co., TX, Version 16, Sept. 29th, 2014

STATE OF TEXAS
CARL P. WENTZ
GEOLOGY
No. 10764
LICENSED
PROFESSIONAL GEOSCIENTIST

8/11/2024

TCEQ Form – 0590

Modification of a Previously Approved Plan

Modification of a Previously Approved Plan

Texas Commission on Environmental Quality

for Regulated Activities on the Edwards Aquifer Recharge Zone and Transition Zone and Relating to 30 TAC 213.4(j), Effective June 1, 1999

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

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

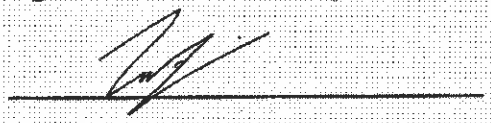
Signature

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

Print Name of Customer/Agent: Lee Farris

Date: 10/22/2024

Signature of Customer/Agent:



Project Information

1. Current Regulated Entity Name: EZ Mart 4388
   Original Regulated Entity Name: Lone Star Ice and Food Store 62
   Regulated Entity Number(s) (RN): 102357027
   Edwards Aquifer Protection Program ID Number(s): 13-85053001, 13-85053001A, 13-85053001B
   ☐ The applicant has not changed and the Customer Number (CN) is: _____
   ☒ The applicant or Regulated Entity has changed. A new Core Data Form has been provided.

2. ☒ **Attachment A: Original Approval Letter and Approved Modification Letters.** A copy of the original approval letter and copies of any modification approval letters are attached.

3. A modification of a previously approved plan is requested for (check all that apply):
   - ☐ Physical or operational modification of any water pollution abatement structure(s) including but not limited to ponds, dams, berms, sewage treatment plants, and diversionary structures;
   - ☐ Change in the nature or character of the regulated activity from that which was originally approved or a change which would significantly impact the ability of the plan to prevent pollution of the Edwards Aquifer;
   - ☐ Development of land previously identified as undeveloped in the original water pollution abatement plan;
   - ☐ Physical modification of the approved organized sewage collection system;
   - ☒ Physical modification of the approved underground storage tank system;
   - ☐ Physical modification of the approved aboveground storage tank system.

4. ☒ Summary of Proposed Modifications (select plan type being modified). If the approved plan has been modified more than once, copy the appropriate table below, as necessary, and complete the information for each additional modification.

WPAP Modification Summary	***Approved Project***	***Proposed Modification***
Acres	_____	_____
Type of Development	_____	_____
Number of Residential Lots	_____	_____
Impervious Cover (acres)	_____	_____
Impervious Cover (%	_____	_____
Permanent BMPs	_____	_____
Other	_____	_____

SCS Modification Summary	***Approved Project***	***Proposed Modification***
Linear Feet	_____	_____
Pipe Diameter	_____	_____
Other	_____	_____

AST Modification Summary	***Approved Project***	***Proposed Modification***
Number of ASTs	_____	_____
Volume of ASTs	_____	_____
Other	_____	_____

UST Modification Summary	***Approved Project***	***Proposed Modification***
Number of USTs	3	3
Volume of USTs	8,068 gal each	12K, 6K, 6K
Other	N/A	N/A

5. ☒ **Attachment B: Narrative of Proposed Modification**. A detailed narrative description of the nature of the proposed modification is attached. It discusses what was approved, including any previous modifications, and how this proposed modification will change the approved plan.

6. ☒ **Attachment C: Current Site Plan of the Approved Project**. A current site plan showing the existing site development (i.e., current site layout) at the time this application for modification is attached. A site plan detailing the changes proposed in the submitted modification is required elsewhere.
   - ☐ The approved construction has not commenced. The original approval letter and any subsequent modification approval letters are included as Attachment A to document that the approval has not expired.
   - ☒ The approved construction has commenced and has been completed. Attachment C illustrates that the site was constructed as approved.
   - ☐ The approved construction has commenced and has been completed. Attachment C illustrates that the site was **not** constructed as approved.
   - ☐ The approved construction has commenced and has **not** been completed. Attachment C illustrates that, thus far, the site was constructed as approved.
   - ☐ The approved construction has commenced and has **not** been completed. Attachment C illustrates that, thus far, the site was **not** constructed as approved.

7. ☐ The acreage of the approved plan has increased. A Geologic Assessment has been provided for the new acreage.
   ☒ Acreage has not been added to or removed from the approved plan.

8. ☒ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional

copies to these jurisdictions. The copies must be submitted to the appropriate regional office.

Attachment A

TEX DEPARTMENT OF WATER RESOURCES
1700 N. Congress Avenue
Austin, Texas

TEXAS WATER DEVELOPMENT BOARD
Louis A. Beecherl, Jr., Chairman
George W. McCleskey, Vice Chairman
Glen E. Roney
Lonnie A. "Bo" Pilgrim
Louie Welch
Stuart S. Coleman

Charles E. Nemir
Executive Director

TEXAS WATER COMMISSION
Paul Hopkins, Chairman
Lee B. M. Biggart
Ralph Roming

August 30, 1985

Mr. Martin Davis
Lone Star Ice & Food Store
P.O. Box 877
San Antonio, Texas 78293

Dear Mr. Davis:

Re: Lone Star Ice & Food Store at 15503 Babcock Road in San Antonio, Texas; Request for Approval of Underground Hydrocarbon Storage Facility

On August 5, 1985, we issued an approval letter for installation of one 8,000 gallon hydrocarbon storage tank, pursuant to your request of May 30, 1985. Your request contained a drawing of one storage tank with associated appurtenances.

We have received your letter dated August 8, 1985 in which you stated that the intention was to install three 8,000 gallon tanks and this information was inadvertently not included in your request. Each tank was to be like the plan submitted on May 30, 1985. That is, all three tanks will be of double-walled steel construction. The outer wall will be coated with a 1/8 inch thick fiberglass covering with openings for leak detection. An explosimeter will be used to check for leaks on a weekly basis. The entire system will be air tested after all connections are completed. Additionally, the excavation will be properly backfilled prior to seating the tank.

These plans are in general agreement with 31 Texas Administrative Code (TAC) 331.8 which sets forth the requirements for static hydrocarbon and hazardous substances storage facilities located on the recharge zone of the Edwards Aquifer. Therefore, approval for construction of the facility is hereby granted. However, the District 8 Office of this Agency shall be notified at least 48 hours prior to initiation of construction.

If further information is needed, please contact either Ms. Liska Mercer at (512) 226-3297 in San Antonio or Ms. Sherry Pierce at (512) 463-7726 in Austin.

Sincerely yours,

Charles E. Nemir
Executive Director

ccs: City of San Antonio
Edwards Underground Water District
✓ Texas Department of Water Resources District 8 Office

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

December 14, 1993

Mr. Cletus Edwards
Ram Oil Corporation
11218 IH-10 East
San Antonio, Texas 78220-0144

Re: Edwards Aquifer, Bexar County.
PROJECT NAME: Lone Star #62 Modification, Located @ 15503 Babcock Road, San Antonio, Texas 78232
PLAN TYPE: Request for Approval of Underground Storage Tank (UST) Facility Construction Plans and Specifications; 31 Texas Administrative Code (TAC) §313.10; Edwards Aquifer Protection Program.

Dear Mr. Edwards:

The Texas Natural Resource Conservation Commission (TNRCC) has completed its review of the plans and specifications for the referenced project that were submitted by A& A Pump Company on behalf of Ram Oil Corporation and received by the Region 13 Office on November 10, 1993.

A site inspection was conducted by a Region 13 field investigator on October 26, 1993. The subject site is an existing convenience store/strip center and associated asphalt paved parking areas. The field investigator found no karst features, or fractures on the site.

BACKGROUND

The subject site received approval pursuant to 30 TAC §313.10 (formerly 31 TAC §331.8) by letter dated August 30, 1985 for the installation of one (1) 8,000 gallon underground hydrocarbon storage tank. The Texas Department of Highways is requiring the relocation of the existing USTs to accommodate expansion of Loop 1604 adjacent to Lone Star #62. The proposed location of the new tankpit is within approximately 50 feet of the existing tankpit and therefore no geologic assessment will be required.

PROJECT DESCRIPTION

The proposed new underground static hydrocarbon storage system will consist of three (3) new 8,000 gallon double-wall steel tanks (manufactured by Watco) to be used for the storage of gasoline.

REPLY TO: REGION 13 • 140 HEIMER RD., SUITE 360 • SAN ANTONIO, TEXAS 78232-5028 • AREA CODE 210/490-3096

P.O. Box 13087 • Austin, Texas 78711-3087 • 512/908-1000

Overfill prevention for each tank will be provided by an automatic shut off valve which will be installed in the tank below the fill tube and must be set to shut off flow into the tank when the volume of liquid in the tank reaches no more than 95% of the tank capacity. Spill protection for each tank will be provided by a spill containment manhole which will be fitted on the fill tube of each tank.

Each pump will be fitted with a pressurized leak detector designed to detect a leak in the product piping between the detector and the dispenser.

Product lines will be U.L. listed and of double-wall construction. They will consist of a 2-inch diameter primary pipe within a 3-inch diameter secondary containment pipe. Vent lines will be U.L. listed and be 2-inch diameter single-wall pipe. A safety shear valve will be installed on each product line at the dispenser island surface level to assure automatic shut-off of product flow during emergencies. In addition, stainless steel braid flexible connectors will be installed at both ends of each product line to connect to the dispenser unit and the submersible pump.

Corrosion protection for the metallic components of the underground storage systems will be provided by electric isolation and cathodic protection. The submersible pump housings and pump-end flexible connectors will be installed within a liquid-tight fiberglass-reinforced plastic piping sump which will provide isolation from the corrosive elements of the backfill material while also providing secondary containment for any leaks from these components. The dispenser-end flexible connector will be similarly isolated by enclosure within a flexible isolation sleeve. The vapor recovery riser, the fill tube riser, and the riser for the automatic tank gauging system will be thoroughly wrapped with a suitable dielectric material.

The proposed tanks and piping will be monitored for leaks by means of a Gilbarco multi-channel inventory, leak detection, and line pressure monitor. Each tank will be equipped with a liquid discrimination sensor which will be installed in the interstitial space between the walls of the double-wall tanks. Each of the product piping systems will be monitored by a liquid discrimination sensor which will be installed adjacent to the submersible pump in the piping sump. Four (4) 4-inch diameter slotted PVC observation wells will be installed in the corners of the tank pit excavation. All four (4) observation wells will be equipped with a vapor probe to provide a means of monitoring the backfilled tank pit area. Each tank will also be equipped with an automatic tank gauging probe which will automatically inventory the product volume in the tank. Each product piping line will be equipped with an electronic positive flow shut off that is designed to stop product flow in the

event a leak in the product line is detected.

The probes and sensors from all tanks, piping, and observation wells will be connected to a programmable control unit to be located in the store building. This central monitoring unit is designed to provide visual and audible alarms when hydrocarbon liquids, hydrocarbon vapors, or water is detected.

The subject site is within the city limits of the City of San Antonio and is therefore required to have tertiary containment. The tankpit and piping will be contained within a liner manufactured by Permaon (Model #Y-X210 20 mil).

APPROVAL

The planning materials for the proposed underground static hydrocarbon storage facility have been reviewed by the Commission's staff and have been found to be in general agreement with the requirements of 31 TAC §334, Underground Storage Tanks, and 31 TAC §313.10, which establishes the criteria for static hydrocarbon and hazardous substance storage facilities located in the Edwards Aquifer Recharge Zone. Therefore, the planning materials for construction of the proposed facilities are hereby approved, subject to the following conditions.

Failure to comply with any of the following conditions or any other specific conditions of approval is a violation of these rules. Pursuant to Section 26.136 of the Texas Water Code, violations of these rules may result in administrative **penalties of up to $10,000 for each act of violation and for each day of violation.**

Special Conditions

1. The old tank pit shall be inspected for potential recharge features by the TNRCC prior to placement of any backfill into the pit.

2. The backfill material removed from the existing tank pit will be evaluated for contamination and any necessary remediation required by 30 TAC §334 shall be coordinated with the TNRCC's Region 13 PST Section. If stockpiling onsite is necessary the material, at a minimum, shall be placed on plastic, covered with plastic, and have a dike constructed around it to prevent erosion.

3. The material to be excavated and used for backfill for the new tankpit shall be placed on plastic, covered with plastic and have a dike constructed around it to prevent erosion.

4. The new UST tankpit shall be inspected for potential recharge

features by the TNRCC prior to placement of any bedding, pit liner, tanks or backfill. Additional protection, such as but not limited to tank relocation or tertiary containment, may be required if recharge features are present.

5. The new UST system shall be inspected in accordance with applicable provisions of 30 TAC §334 prior to being placed into service.

6. Approved signage shall be permanently posted and maintained in good condition at each fuel dispenser and tank fill tube to remind users they are on the Recharge Zone of the Edwards Aquifer.

7. Upon completion of the proposed installation "as-built" plans as required by Item #10 below shall be provided to the Region 13 Edwards Aquifer Program Coordinator.

8. Upon completion of the proposed installation the applicant shall provide a written statement to the Region 13 Edwards Aquifer Program Coordinator certifying that the equipment has been installed as approved by this letter and meets or exceeds the requirements of 30 TAC §334, Subchapter C, and 30 TAC §313.10.

Standard Conditions

1. For projects on the recharge zone all temporary erosion and sedimentation (E&S) controls shall be installed prior to all other construction at the site. (1) **Silt fences** should be used when the drainage area is less than 2 acres and the slope is less than 10%. (2) **Rock berms with filtration** should be used when the drainage areas are greater than two acres or when the slopes are in excess of 10%. The bottom edge of the filter fabric must be buried a minimum of 6 inches below grade.

2. The TNRCC may monitor stormwater discharges from the site to evaluate the adequacy of the temporary erosion and sedimentation control measures. Additional protection may be necessary if excessive solids are being discharged from the site.

3. **A copy of any local construction permit should be submitted to Region 13 within 30 days of the issuance of this approval.**

4. Prior to commencing construction, the applicant shall submit any modifications to this approved UST facility required by some other regulating authority or desired by the applicant. To amend this approval copies of any changes to the plans and

specifications shall be submitted to this office and all other permitting authorities. **As indicated in 31 TAC §313.4 and 31 TAC §313.27, an application to amend any approved regulated activity shall include payment of appropriate fees and all information necessary for its review and Executive Director approval.**

5. All contractors conducting regulated activities associated with this proposed regulated development shall be provided with copies of this approval letter and the entire contents of the submitted UST Plans & Specifications so as to convey to the contractors the specific conditions of approval. During the course of regulated activities, the contractors shall be required to keep on-site copies of the UST Plans and this approval letter.

6. **Pursuant to 31 TAC §313.4(d)(1), prior to commencing construction, the applicant must notify the Region 13 Office at least 48 hours prior to initiation of construction.**

7. If any solution openings or sinkholes are discovered during the construction of the tank excavation, all excavation and installation activities shall be immediately suspended, and the owner or his designated representative shall notify the Commission's Region 13 Office. Upon completion of the excavation, a qualified geologist shall inspect the pit. Further excavation and installation activities shall not proceed until the Commission has reviewed and approved the methods proposed to protect such features from any potential adverse impacts of the hydrocarbon storage facility.

8. All UST installations, repairs, and removals must be conducted by a registered UST contractor who has a licensed installer or on-site supervisor at the site during all critical junctures, as required by 31 TAC §334 Subchapter I.

9. Installation, testing, and operation of the tanks, piping, and all other components of the proposed storage and monitoring systems shall be in conformance with the manufacturer's specifications and the procedures described in this letter.

10. An "as-built" project-specific site design plan shall be drawn to scale and of sufficient accuracy, clarity, and detail to depict the specific locations and dimensions of all components of the underground storage tank system, including the tanks, piping and fittings, pumps, observation wells, containment equipment, release detection devices, and other auxiliary equipment. Also, detailed construction drawings of plan and profile views and detail drawings of specific components shall be prepared. A copy of such "as-built" site plan and

construction drawings, as well as operating instructions for all major system components and written records of all tank tests, piping tests, release detection monitoring results, and other inspections, shall be maintained in a secure location at the site of the proposed facility and shall be available for examination by Commission personnel.

11. The owner of the proposed facility shall assure that the storage tank system is installed, operated, and maintained in full compliance with the applicable provisions of 31 TAC §334 of Commission rules, which establishes the requirements for the design, installation, operation, construction notification, registration, fee assessment, financial responsibility, release reporting, and corrective action related to such system.

12. All underground metallic components of the proposed system which are not electrically isolated from the backfill material (including any vent line fittings and connectors, risers for monitoring equipment and fill tubes, containment manholes, etc.) must be properly protected from corrosion in accordance with 31 TAC §334.49 of Commission rules.

13. The flexible connectors at the dispenser-end of the product piping lines, which are enclosed within secondary containment sleeves and which cannot be visibly inspected for evidence of corrosion, shall be periodically tested by a qualified corrosion technician or specialist to ensure that the metal components of such connectors remain electrically isolated from the surrounding backfill, groundwater, and other metal components. Such tests shall be conducted within three to six months after installation and at least once every three years thereafter, in full conformance with the requirements in 31 TAC §334.49(d)(1) of Commission rules.

14. All piping must slope at least one-eighth inch per foot in the direction of the tank [as required by 31 TAC §334.46(c)(1)].

15. When applicable, field-installed cathodic protection systems shall be designed by a qualified corrosion specialist [as required by 31 TAC §334.49(c)(2)]. Additionally, all factory-installed and field-installed cathodic protection systems shall be properly tested for operability and adequacy of protection by a qualified corrosion technician or corrosion specialist after the UST system installation is completed but prior to placing the system into operation [as required by 31 TAC §334.46(d)(4)(C)].

16. The facility owner should be aware of the proposed federal EPA regulations for benzene emissions (40 CFR Part 61). The

proposed regulations will require the addition of Stage I vapor recovery equipment by 1991 or 1992 (depending on volume of throughput) for all service stations with an annual throughput greater than 120,000 gallons. The owner should consider the feasibility of installing the Stage I vapor recovery equipment as part of this installation project to preclude the need for additional construction in the future.

If you have any questions contact Mr. John Mauser of the Commission's Region 13 (San Antonio) Office at 210/490-3096.

Sincerely,

J. Richard Garcia,
Regional Manager, for

Tony Grigsby,
Executive Director

JRG/JKM-jkm

cc: A & A Pump Company
Julie Brown, TxDOT - San Antonio Office
Rebecca Cedillo, San Antonio Water System
Ron Pena, P.E., Environmental Engineer, Bexar County
Rick Illgner, Edwards Underground Water District
John Mauser, Region 13 Office, TNRCC
TNRCC - Central Records (with attachment)

Attachment B

NARRATIVE OF PROPOSED MODIFICATION

Removal

Prior to installation of the new UST system, the existing underground storage tank (UST) system consists of three 8,068 gallon UST's along with two dispensers and associated piping which will be removed from the ground. The total recognized capacity of the existing UST's is 24,204 gallons as noted by Edwards Aquifer Authority (EAA). Proper 30 day notifications will be provided to all agencies during removal and installation activities.

New Installation

- Installation of one (1) 12,000- gallon and (2) 6,000-gallon triple-wall UST Xerxes triple wall tanks consisting of a fiberglass reinforced plastic primary and secondary walls, and a fiberglass reinforced plastic tertiary wall. The interstitial space of the UST's between primary and secondary wall, and the secondary and tertiary wall, will be equipped with sensors for continuous monitoring. The interstitial space between the primary and secondary wall is dry and the interstitial space between the secondary and tertiary wall is dry.

- The 12,000 gallon UST will store unleaded fuel, while each 6,000 gallon UST will store premium and diesel fuel respectively. Each will be equipped with sensors monitored by the Veeder Root TLS-450 Plus unit.

- The submersible pumps are equipped with a pressurized line leak detection system that is designed to stop product flow to the product lines if a leak is detected.

- Each fill connection will be equipped with an OPW double wall spill container.

- Overfill prevention will be provided by an OPW 71SO overfill prevention valve, which will be installed below the fill connection of each tank.

- The submersible pumps, fill connections, and tank probes will be located inside Bravo 400 Series double-wall brined filled tank collar sumps. The tank collar sumps will be equipped with sensors in the interstitial space to monitor the brine level.

- The product lines will be of triple-wall construction. The piping will consist of two-inch Dualoy 3000/LCX coaxial piping for the primary and secondary containment, and three-inch Dualoy 3000/L single-wall fiberglass reinforced piping for tertiary containment. The joints, flanges, and tees with incorporate Dualoy tertiary containment fittings. The sump fittings will incorporate Bravo F-Series fittings.

- The dispenser sumps will be brine-filled Bravo B-800 series double-wall under dispenser containments. The dispenser sumps will be equipped with sensors in the interstitial space

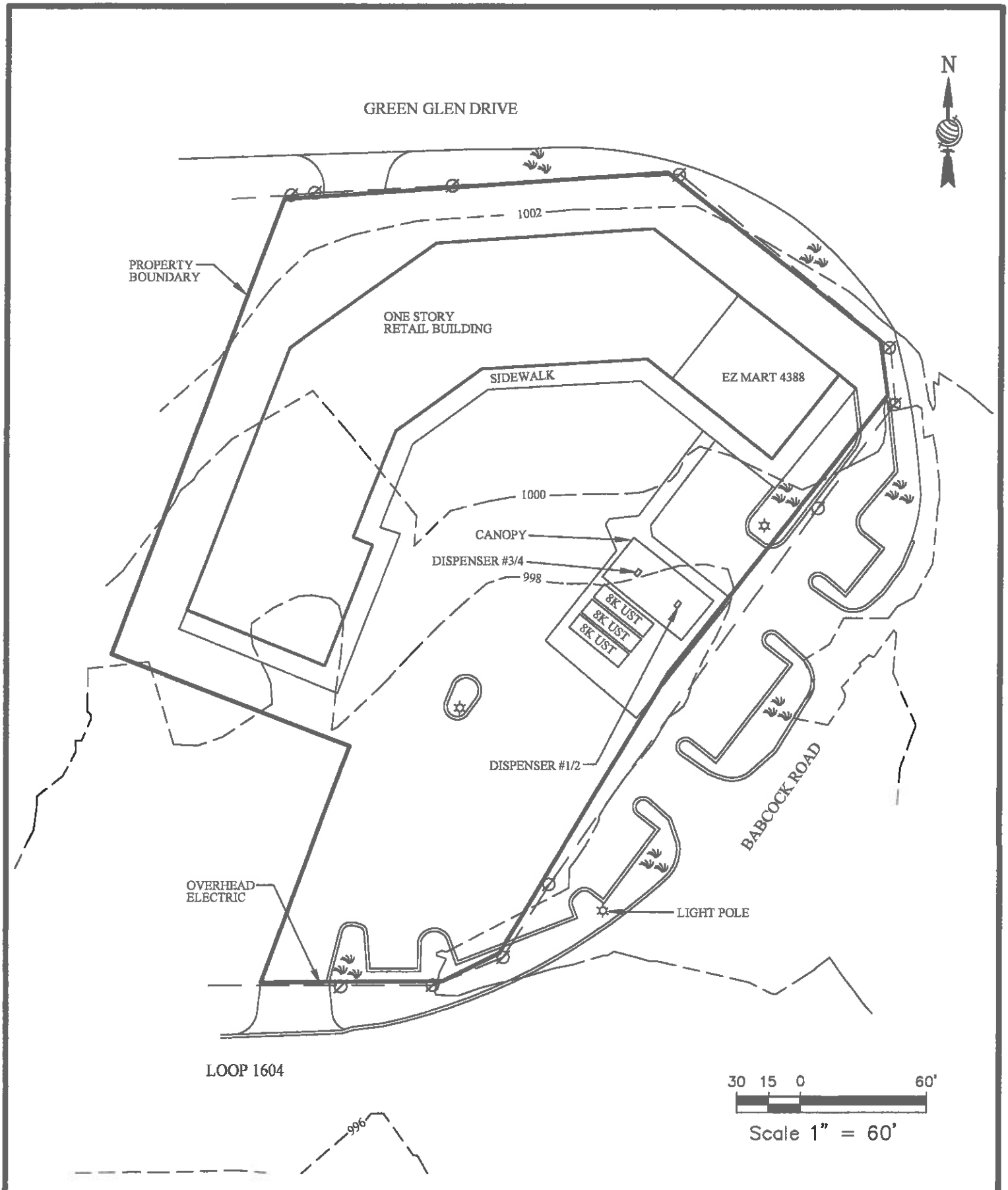
to monitor the brine level that will alert the Veeder Root TLS 450 Plus when there is a drop in level of the brine solution.

- Each of the product piping lines will be monitored by liquid detection sensors, which will be installed in every submersible sump and every dispenser sump.

- The sensors for all tank compartments, piping, and sumps will be connected to a Veeder Root TLS 450 Plus monitoring unit located in the store building. The central monitoring unit is designed to provide visual and audible alarms when hydrocarbon liquids or water are detected.

- Two tankhold observation wells will be installed in the tankhold. The observation wells will consist of a 4" PVC well screen with a plug on bottom and a liquid tight seal plug in a 12" manhole with a bolt down lid.

Attachment C



SITE MANAGER: DA	CHECKED BY: JLA
DRAWN BY: DA	DRAWING DATE: 08/11/24
SCALE: 1" = 60'	TX FIRM NO. F-9126
CAD FILE NAME: ATTACHC-0590	PROJECT NO.: 24-1873

BANESTER ENGINEERING

ATTACHMENT C

EXISTING SITE PLAN

EZ MART 4388
15503 BABCOCK RD., SAN ANTONIO, TX

TCEQ Form – 0583

Underground Storage Tank Facility Plan Application

Underground Storage Tank Facility Plan Application

Texas Commission on Environmental Quality

for Storage on the Edwards Aquifer Recharge and Transition Zones and Relating to 30 TAC §213.5(d), 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.

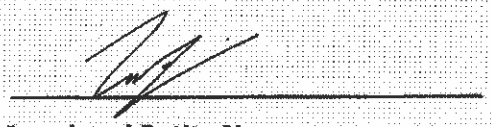
Signature

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. All components used for this facility are U.L. listed or certified by a 3rd party and are compatible and will function pursuant to 30 TAC §213.5(d) and 30 TAC Chapter 334 Subchapter C. This **Underground Storage Tank Facility Plan Application** is hereby submitted for TCEQ review and Executive Director approval. The application was prepared by:

Print Name of Customer/Agent: Lee Farris

Date: 10/22/2024

Signature of Customer/Agent:



Regulated Entity Name: EZ Mart 4388

Underground Storage Tank (UST) System Information

1. ☐ **Attachment A – Detailed Narrative of UST Facility.** A detailed narrative description of the proposed UST Facility is attached. Note: Example descriptions are provided in the instructions (TCEQ-0583-Instructions)

2. Tanks and substance to be stored:

Table 1 - Tanks and Substances Stored

UST Number	*Size(Gallons)*	*Substance to be Stored*	*Double-wall Tank*
4	12,000	gasoline	fiberglass

UST Number	*Size(Gallons)*	*Substance to be Stored*	*Double-wall Tank Material*
5	6,000	gasoline	fiberglass
6	6,000	diesel	fiberglass

3. Tanks:

☒ **Attachment B – Manufacturer Information for Tanks.** New or replacement systems for the underground storage of static hydrocarbons or hazardous substances must be double-walled or provide an equivalent method of protection approved by the executive director. Tanks must comply with technical standards as required by 30 TAC 334.45(b) relating to technical standards for new tanks. Manufacturer information is attached.

☐ **Attachment C – Alternative Design and Protection Method for Tanks.** Information required by 30 TAC 334.43, relating to variances and alternative procedures is attached.

4. Piping:

☒ **Attachment D – Manufacturer Information for Piping.** Piping must comply with technical standards as required by 30 TAC 334.45(c) relating to technical standards for new piping. Manufacturer information is attached.

☐ **Attachment E – Alternative Design and Protection Method for Piping.** Information required by 30 TAC 334.43, relating to variances and alternative procedures is attached.

5. ☒ Any new underground storage tank system that does not incorporate a method for tertiary containment shall be located a minimum horizontal distance of 150 feet from any domestic, industrial, irrigation, or public water supply well, or other sensitive feature as required by 30 TAC §213.5(d)(1)(B).

☐ The UST system(s) will not be installed within 150 feet of a domestic, industrial, irrigation, or public water supply well, or other sensitive feature.

☒ **Attachment F - Tertiary Containment Method.** The UST system(s) will be required to have tertiary containment provided. A description of the method proposed to provide tertiary containment is attached.

6. ☐ Corrosion protection equipment to be installed or type of non-corrodible materials:

Table 2 - Corrosion Protection

Equipment	*Corrosion Protection (Method)*
Tanks	fiberglass
Product Delivery Piping	fiberglass

Equipment	*Corrosion Protection (Method)*
Vapor Recovery Piping	Not applicable
Submersible Pumps	isolated in sump
Flex Connector (dispenser end)	isolated in sump
Flex Connector (pump end)	isolated in sump
Riser	isolated in sump

7. [X] Overfill protection equipment to be installed:

   [ ] Overfill prevention restrictor positioned at 90% capacity.
   [X] Overfill prevention valve positioned at 95% capacity.
   [X] Overfill audible and visual alarm positioned at 90% capacity.

8. [X] Methods for detecting leaks in the inside wall of a double-walled system must be included in the facility's design and construction. The leak detection system must provide continuous monitoring of the system and must be capable of immediately alerting the system's owner of possible leakages. Release detection equipment to be installed: (Check all that apply)

   [X] Central on-site monitor
   [X] Interstitial tank probes
   [X] Automatic tank gauge
   [X] Pump/manway sump probes
   [ ] Observation well probes
   [ ] Mechanical line leak detectors (for pressurized lines only)
   [X] Automatic (electronic) line leak detectors

Excavation and Backfill

9. [X] The depth of the tank excavation will be sufficient to accommodate piping fall requirements, tank diameter, bedding, and a minimum cover of three (3) feet [30 TAC §334.46].

   The depth of the tank excavation will be 16 feet.

10. [X] The minimum thickness of the tank bedding will conform to 30 TAC §334.46(a)(5)(C and D).

    The tank bedding thickness will be 12 inches.

11. [X] The material to be used as backfill will conform to 30 TAC §334.46(a)(5)(A and B) and will consist of:

    [ ] Clean washed non-corrosive sand
    [ ] Pea gravel
    [X] Crushed rock
    [ ] Other: _____

12. [X] The slope of the product delivery line(s) will conform to 30 TAC §334.46(c)(2) and will be 1/8" (1/8" per foot minimum).

Site Plan Requirements

Items 13 - 24 must be included on the Site Plan.

13. [X] The Site Plan must have a minimum scale of 1" = 400'.

    Site Plan Scale: 1" = 60'.

14. 100-year floodplain boundaries:

    [X] The 100-year floodplain boundaries are based on the following specific (including date of material) sources(s): Fema Firm No. 48029C0210G revised 9/29/2010

    [ ] Some part(s) of the project site is located within the 100-year floodplain. The floodplain is shown and labeled.

    [X] No part of the project site is located within the 100-year floodplain.

15. [ ] The layout of the development is shown with existing and finished contours at appropriate, but not greater than ten-foot contour intervals. Show lots, recreation centers, buildings, roads, etc.

    [X] The layout of the development is shown with existing contours. Finished topographic contours will not differ from the existing topographic configuration and are not shown.

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

    [ ] There are _____(#) wells present on the project site and the locations are shown and labeled. (Check all of the following that apply)

    [ ] The wells are not in use and have been properly abandoned.
    [ ] The wells are not in use and will be properly abandoned.
    [ ] The wells are in use and comply with 16 TAC §76.

    [X] There are no wells or test holes of any kind known to exist on the project site.

17. Geologic or manmade features which are on the site:

    [ ] All sensitive geologic or manmade features identified in the Geologic Assessment are shown and labeled.

    [X] No sensitive geologic or manmade features were identified in the Geologic Assessment.

    [ ] **Attachment G - Exception to the Geologic Assessment**. A request and justification for an exception to a portion of the Geologic Assessment is attached.

18. [X] The drainage patterns and approximate slopes anticipated after major grading activities.

19. [X] Areas of soil disturbance and areas which will not be disturbed.

20. [X] Locations of major structural and nonstructural controls. These are the temporary best management practices.

21. [X] Locations where soil stabilization practices are expected to occur.

22. ☐ Surface waters (including wetlands).

☒ N/A

23. ☐ Locations where stormwater discharges to surface water or sensitive features.

☒ There will be no discharges to surface water or sensitive features.

24. ☒ Legal boundaries of the site are shown.

UST System Profiles

25. ☒ **Attachment H - Profile Drawing(s).** A profile drawing(s) of the proposed UST system with all components shown and labeled is attached.

Best Management Practices

26. ☒ **Attachment I - Initial and Continuing Training.** A description of the initial and continuing training of on-site personnel for operation of release detection equipment is attached. The description should include how personnel will respond to warning and alarm conditions of the leak detection monitoring system.

27. ☒ **Attachment J - Release Detection Maintenance.** A description of the program and schedule for maintaining release detection and cathodic protection equipment is attached. Any such equipment should be operated and maintained in accordance with the manufacturer's specifications and instructions.

Administrative Information

28. A Water Pollution Abatement Plan (WPAP) is required for construction of any associated commercial, industrial or residential project located on the Recharge Zone.

☐ The WPAP application for this project was approved by letter dated _____. A copy of the approval letter is attached at the end of this application.

☐ The WPAP application for this project was submitted to the TCEQ on _____, but has not been approved.

☐ A WPAP application is required for an associated project, but it has not been submitted.

☒ There will be no building or structure associated with this project. In the event a building or structure is needed in the future, the required WPAP will be submitted to the TCEQ. **N/A, developed originally in 1985. (See attachments.)**

☐ The proposed UST is located on the **Transition Zone** and a WPAP is not required. Information requested in 30 TAC 213.5 subsection (b)(4)(B) and (C) and (5) is provided with this application. (Forms TCEQ-0600 Permanent Stormwater Section and TCEQ-0602 Temporary Stormwater Section or Stormwater Pollution Prevention Plan/SW3P).

29. ☒ UST systems must be installed by a person possessing a valid certificate of registration in accordance with the requirements of 30 TAC Chapter 334 Subchapter I.

30. [X] This facility is subject to and must meet the requirements of 30 TAC Chapter 334, including but not limited to the 30 day construction notification and reporting and cleanup of surface spills and overfills.

31. [X] Upon completion of the tankhold excavation, a geologist must certify that the excavation was inspected for the presence of sensitive features. The certification must be submitted to the appropriate regional office. If sensitive features are found, then excavation near the feature may not proceed until the methods to protect the Edwards Aquifer are reviewed and approved by the executive director.

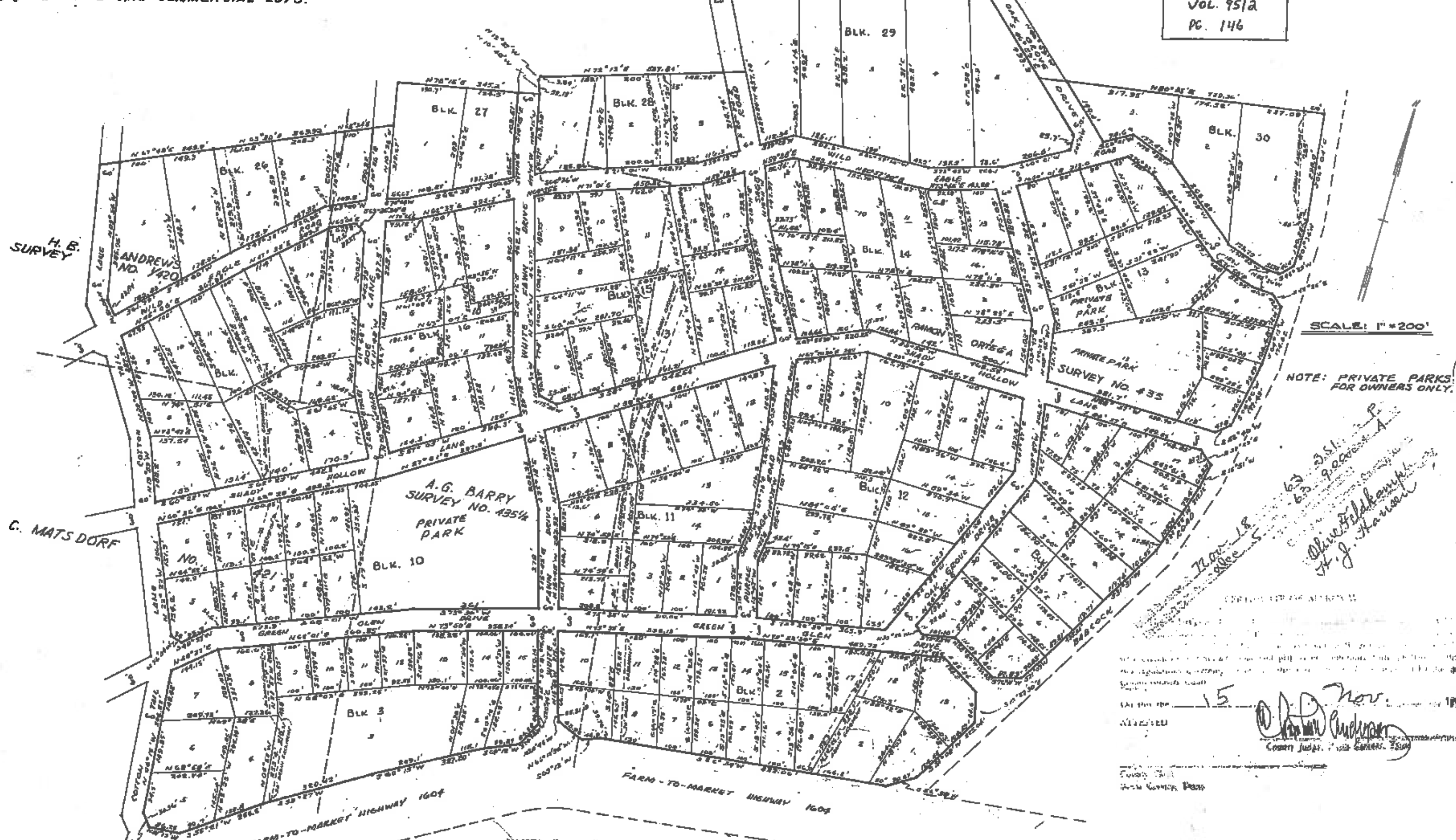
32. [X] Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies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

33. [X] Any modification of this UST application will require TCEQ approval, prior to construction, and may require submission of a revised application, with appropriate fees.

4960

NOTE: LOTS 1, 2, 3 & 6, BLOCK 1; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 18 & 19, BLOCK 2; LOTS 1, 2, 3, 4 & 5, BLOCK 3 ARE COMMERCIAL LOTS.

REPLAT IN VOL. 9512 PG. 146



NOTE: BLOCKS 1, 2, 18 AND 30 HAVE A 10 FOOT SETBACK LINE ON BABCOCK ROAD.

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGED THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

Lucia Thurman
OWNER

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Lucia Thurman, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF July A.D. 63

Mary Jane Wisdom
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Earl J. Wentworth
REGISTERED PROFESSIONAL ENGINEER
OR
REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31 DAY OF May, A.D. 1963

Evelyn C. Clevenger
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

EVELYN C. CLEVENGER, Notary Public in and for Bexar County, Texas

OWNERS	LEGAL DESCRIPTION
Glennie G. Baker	LOT 14, BLOCK 16
Clarence W. Elliott	LOT 4, BLOCK 11
John B. Shaw	LOTS 3 & 4, BLOCK 14
Harold L. Dillashaw Sr.	LOTS 12 & 13, BLOCK 14
Glen H. Haskin	LOT 4, BLOCK 1
Jack E. Burkett	LOT 2, BLOCK 12
W. H. Lamkin	LOT 1, BLOCK 27

APPROVED: Glen N. Cooley
COUNTY ROAD ENGINEER

COUNTY MAINTENANCE TO BEGIN

On this the 15 day of Nov. 1963

ATTESTED

County Judge, Bexar County, Texas

HILLS AND DALES ESTATES SUBDIVISION
UNIT NO. ONE

SHEET 1 OF 4

BEING A SUBDIVISION OF 136.05 ACRES OF LAND 9.75 ACRES OUT OF THE H. B. ANDREWS SURVEY NO. 1/420; 16.70 ACRES OUT OF THE C. MATSDORF SURVEY NO. 421; 33.70 ACRES OUT OF THE A.G. BARRY SURVEY NO. 435½; 75.9 ACRES OUT OF THE RAMON ORTEGA SURVEY NO. 435, BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED GLENNIE G. BAKER, CLARENCE W. ELLIOTT, JOHN B. SHAW, HAROLD L. DILLASHAW SR., GLEN H. HASKIN, JACK E. BURKETT, W. H. LAMKIN.

KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN

GIVEN 541730 NOV 18 63 VOL 4960 83

Garry Rain
GARRY RAIN, NOTARY PUBLIC, BEXAR COUNTY, TEXAS

EARL J. WENTWORTH - ENGINEER

Restrictions Vol 5097 Page 359

Restrictions file No. 558389

Bexar County Plat Book 4960 Page 83

HILLS AND DALES ESTATES SUBDIVISION
UNIT 1
SHEET 2 OF 4

LEGAL DESCRIPTION LOT NO.	BLK. NO.	OWNERS	
9	1	Norman Brinkmeyer	
9	1	Sandra Jane Brinkmeyer	
15	12	Rodolfo M. Martinez	Matilde Martinez
3	12	Joe G. Davis	Bernis Davis
2	13	Cletus M. Dunschen	Bertha M. Dunschen
6	11	Arthur D. Born	
7	10	Jesse C. Pate	Bertha M. Pate
9	10	Reno R. Kneupper	Betty Jo Kneupper
10	12	Philip G. Williams	Mary Ann Williams
13	11	Kenneth D. Roberts	Selma F. Roberts
9	12	George A. Leonhardt	Linda Lee Leonhardt
12	12	Paul A. Williams	Lorene J. Williams
14	12	Alvin J. Stehling	

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ~~[illegible] ARTHUR D. BORN, [illegible]~~ ALVIN J. STEHLING, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4TH DAY OF NOV 1963 A.D.

Garry Rain
GARRY RAIN, NOTARY PUBLIC, BEXAR CO, TEXAS

Filed for record Nov 18 A.D. 1963 at 3:51 o'clock P.M.
Recorded & Indexed Dec 5 A.D. 1963 at 9:05 o'clock A.M.
JAMES M. KNIGHT
County Clerk, Bexar County, Texas
By H. J. Hauser Deputy

541731 NOV 18 63 VOL 4960 84

THE STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Norman Brinkmeyer and Sandra Jane Brinkmeyer his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Sandra Jane Brinkmeyer wife of said Norman Brinkmeyer having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Sandra Jane Brinkmeyer acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov., A.D. 1963

Garry Rain
GARRY RAIN, Notary Public in and for BEXAR County, Texas.

THE STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Rodolfo M. Martinez and Matilde Martinez his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Matilde Martinez wife of said Rodolfo M. Martinez having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Matilde Martinez acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov., A.D. 1963

Garry Rain
GARRY RAIN, Notary Public in and for BEXAR County, Texas.

THE STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Joe G. Davis and Bernis Davis his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Bernis Davis wife of said Joe G. Davis having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Bernis Davis acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov., A.D. 1963

Garry Rain
GARRY RAIN, Notary Public in and for BEXAR County, Texas.

THE STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Cletus M. Dunschen and Bertha M. Dunschen his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Bertha M. Dunschen wife of said Cletus M. Dunschen having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Bertha M. Dunschen acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov., A.D. 1963

Garry Rain
GARRY RAIN, Notary Public in and for BEXAR County, Texas.

THE STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Jesse C. Pate and Bertha M. Pate his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Bertha M. Pate wife of said Jesse C. Pate having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Bertha M. Pate acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov., A.D. 1963

Garry Rain
GARRY RAIN, Notary Public in and for BEXAR County, Texas.

THE STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Reno R. Kneupper and Betty Jo Kneupper his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Betty Jo Kneupper wife of said Reno R. Kneupper having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Betty Jo Kneupper acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov., A.D. 1963

Garry Rain
GARRY RAIN, Notary Public in and for BEXAR County, Texas.

THE STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Philip G. Williams and Mary Ann Williams his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Mary Ann Williams wife of said Philip G. Williams having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Mary Ann Williams acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov., A.D. 1963

Garry Rain
GARRY RAIN, Notary Public in and for BEXAR County, Texas.

THE STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Kenneth D. Roberts and Selma F. Roberts his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Selma F. Roberts wife of said Kenneth D. Roberts having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Selma F. Roberts acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov., A.D. 1963

Garry Rain
GARRY RAIN, Notary Public in and for BEXAR County, Texas.

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84

THE STATE OF TEXAS)
)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared George A. Leonhardt and Frieda Lee Leonhardt his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Frieda Lee Leonhardt wife of said George A. Leonhardt having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Frieda Lee Leonhardt acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov., A.D. 1963

Garry Rain
GARRY RAIN, Notary Public in and for BEXAR County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Paul L. Williams and Lorene J. Williams his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Lorene J. Williams wife of said Paul L. Williams having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Lorene J. Williams acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of Nov, A.D. 19

Garry Rain
GARRY RAIN, Notary Public in and for Bexar County, Texas.

HILLS AND DALES ESTATES SUBDIVISION
UNIT 1
SHEET 3 OF 4

Filed for record Nov 18 A.D. 1963 at 3:5 o'clock P M
Recorded & Indexed Dec 5 A.D. 1963 at 9:10 o'clock A M
[illegible]
County Clerk Bexar County, Texas
By Olive Feldhaus Deputy
H. J. Hansen

85
VOL 4960
NOV 1863
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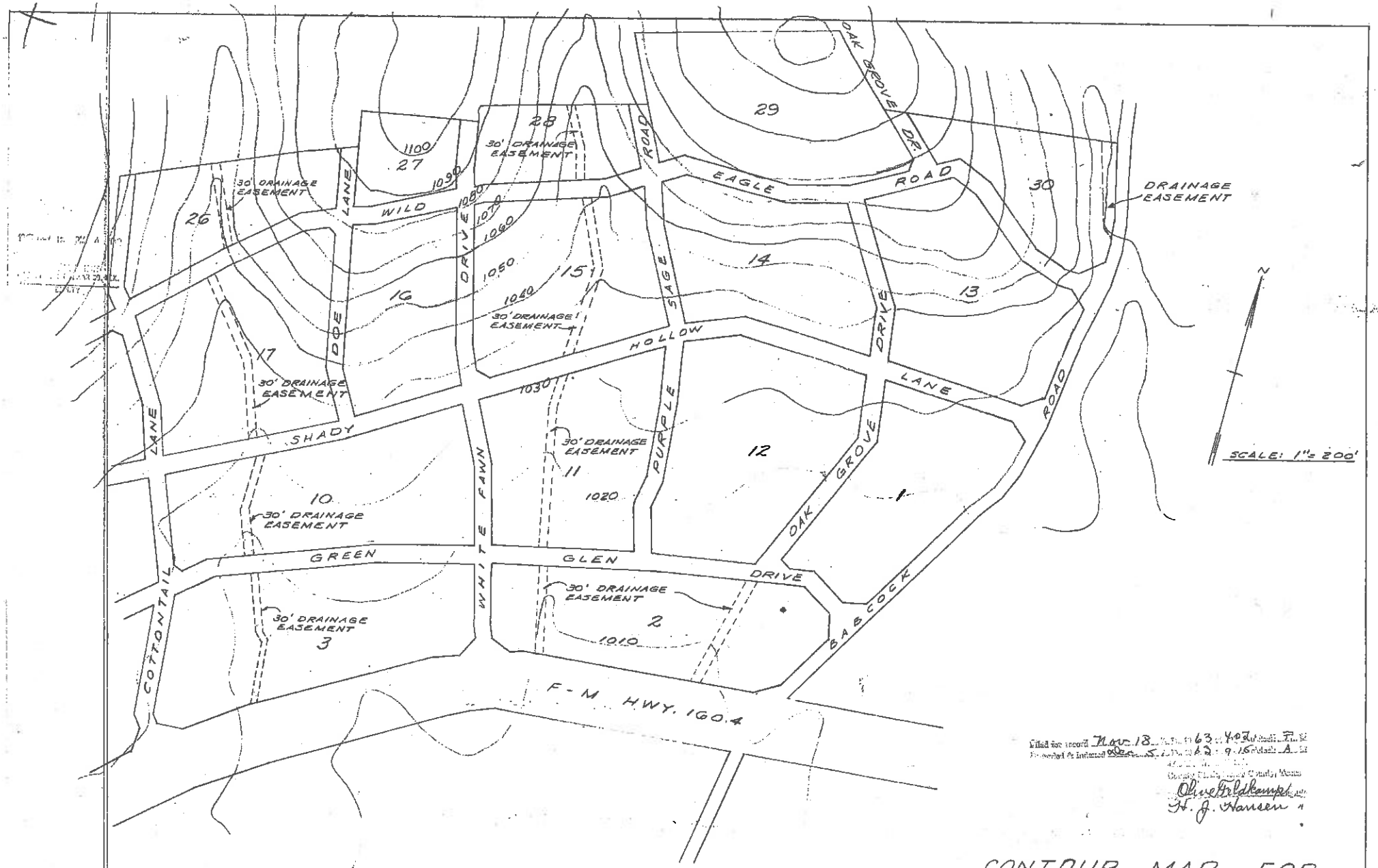


Filed for record Nov. 18 A.D. 1963 at 4:02 o'clock P.M.
Recorded & Indexed Dec. 5 A.D. 1963 at 9:15 o'clock A.M.
County Clerk, Bexar County, Texas
Olive Feldkamp
H. J. Hansen

CONTOUR MAP FOR HILLS AND DALES ESTATES SUBDIVISION UNIT 1

SHEET NO. 4 OF 4

PREPARED BY:
EARL J. WENTWORTH, ENGINEER
FROM MAP FURNISED BY OWNER

541741 NOV 18 '63 **VOL 4960 86**

DWN. BY: R. CRUZ JOB NO. 11-C3-425

Bexar CAD

Property Search > 559618 SUNSHINE BABCOCK HOLDINGS LLC for Year 2024

Tax Year: 2024

Property

Account

Property ID:	559618	Legal Description:	NCB 14757 BLK 2 LOT 18,19, EXC NE 58.54 FT,1 EXC SE 60.09FT& N IRR 88.3 FT OF 2
Geographic ID:	14757-002-0181	Zoning:	C-3 C-3NA
Type:	Real	Agent Code:	60075
Property Use Code:	224		
Property Use Description:	STRIP CENTER		

Protest

Protest Status:	
Informal Date:	
Formal Date:	

Location

Address:	15503 BABCOCK RD SAN ANTONIO, TX 78249	Mapsco:	513E5
Neighborhood:	NBHD code13750	Map ID:	
Neighborhood CD:	13750	E-File Eligible	

Owner

Name:	SUNSHINE BABCOCK HOLDINGS LLC	Owner ID:	3175953
Mailing Address:	7211 WASHITA WAY SAN ANTONIO, TX 78256-2333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$81,710	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$3,218,290	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$3,300,000	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$3,300,000	
(–) HS Cap:	–	$0	

(=) Assessed Value: = $3,300,000

Taxing Jurisdiction

Owner: SUNSHINE BABCOCK HOLDINGS LLC
% Ownership: 100.0000000000%
Total Value: $3,300,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	$3,300,000	$3,300,000	$781.04
08	SA RIVER AUTH	0.018000	$3,300,000	$3,300,000	$594.00
09	ALAMO COM COLLEGE	0.149150	$3,300,000	$3,300,000	$4,921.95
10	UNIVERSITY HEALTH	0.276235	$3,300,000	$3,300,000	$9,115.76
11	BEXAR COUNTY	0.276331	$3,300,000	$3,300,000	$9,118.92
21	CITY OF SAN ANTONIO	0.541590	$3,300,000	$3,300,000	$17,872.47
56	NORTHSIDE ISD	1.011700	$3,300,000	$3,300,000	$33,386.10
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$3,300,000	$3,300,000	$0.00
	Total Tax Rate:	2.296674			
				Taxes w/Current Exemptions:	$75,790.24
				Taxes w/o Exemptions:	$75,790.24

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** 22034.0 sqft **Value:** $73,609

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
280	NEIGHBHD SHOPG CTR	C - A	TS	1985	22034.0
CNP	Canopy	* - A		1985	3520.0

Improvement #2: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $670

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CPS	Service Station Canopy	S - A		0	1200.0

Improvement #3: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $1,929

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
STK	Storage Tank	* - A		1985	8000.0
STK	Storage Tank	* - A		1985	8000.0
STK	Storage Tank	* - A		1985	8000.0

Improvement #4: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $3,915

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	45000.0

Improvement #5: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $1,557

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CON	Concrete	* - A		0	15000.0

Improvement #6: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $30

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	80.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	PAD	Commercial Pad	1.9230	83765.88	0.00	0.00	$3,218,290	$0

Roll Value History

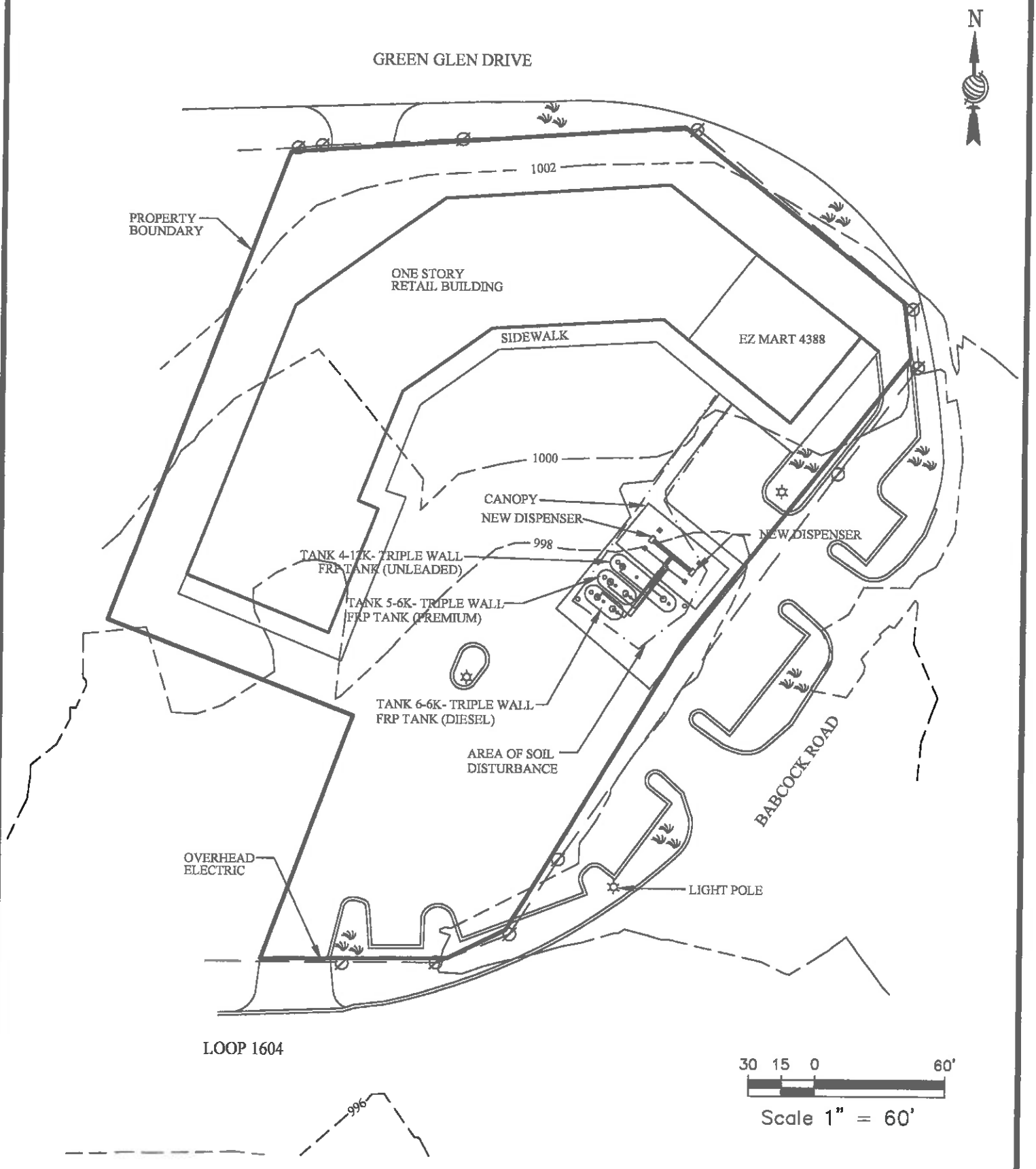
Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2024	$81,710	$3,218,290	0	3,300,000	$0	$3,300,000
2023	$674,890	$2,925,110	0	3,600,000	$0	$3,600,000
2022	$781,030	$2,543,970	0	3,325,000	$0	$3,325,000
2021	$790,020	$2,422,510	0	3,212,530	$0	$3,212,530
2020	$790,620	$2,422,510	0	3,213,130	$0	$3,213,130

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/11/2019	SWD	Special Warranty Deed	SMITHSON PROPERTIES I LTD	SUNSHINE BABCOCK HOLDINGS LLC			20190066595
2	12/30/2004	WD	Warranty Deed	SMITHSON HARRIS D	SMITHSON PROPERTIES I LTD	11157	1569	20040298674
3	1/12/1999	Deed	Deed		SMITHSON, HARRIS D	7801	1621	0

2024 data current as of Jul 8 2024 2:32AM.
2023 and prior year data current as of Jul 5 2024 6:46AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

FIGURES



SITE MANAGER: DA	CHECKED BY: JLA
DRAWN BY: DA	DRAWING DATE: 08/20/24
SCALE: 1" = 60'	TX FIRM NO. F-9126
CAD FILE NAME: FIG2	PROJECT NO.: 24-1873

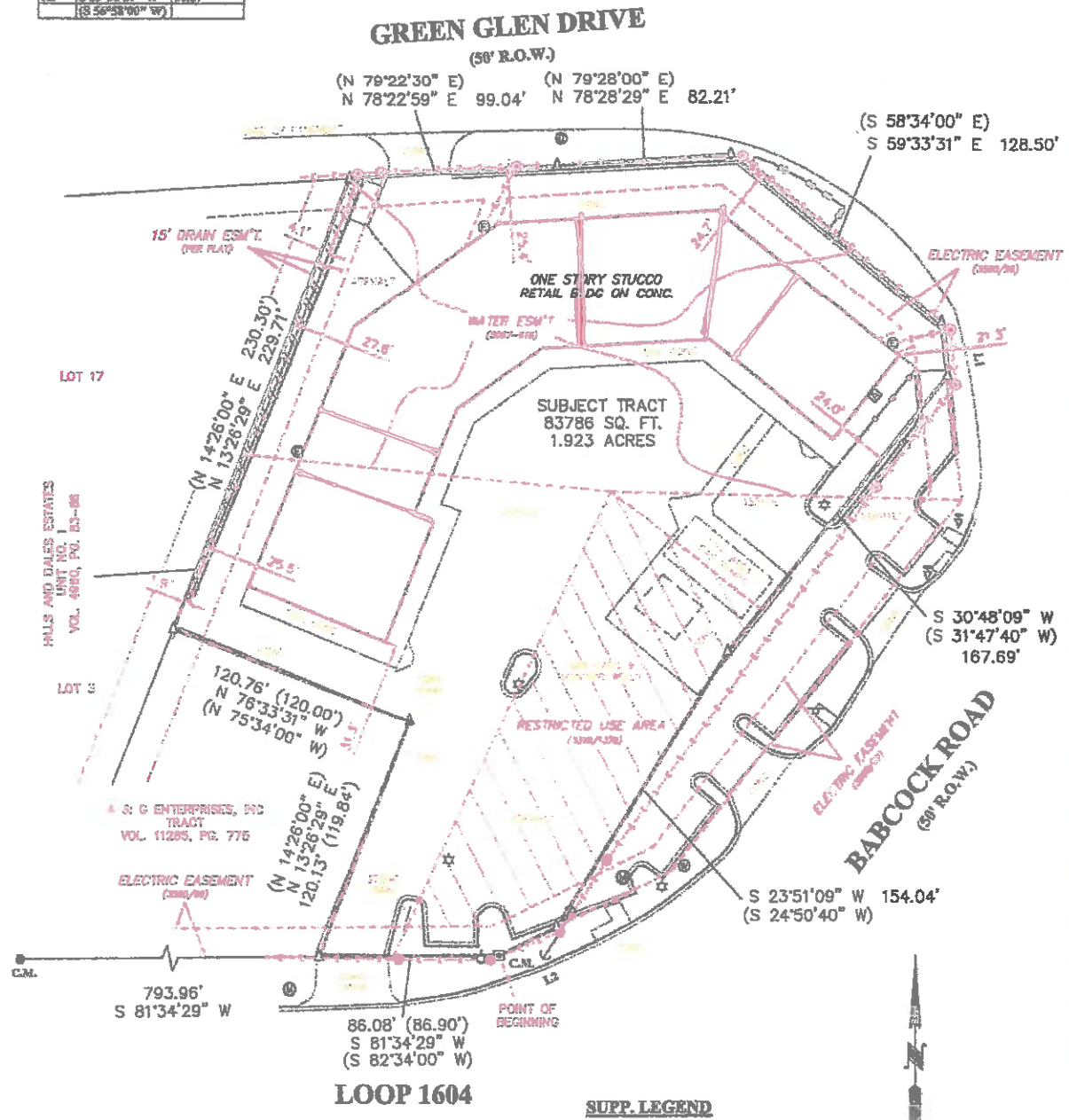
BANESTER ENGINEERING

FIGURE 2

SITE PLAN OF NEW UST SYSTEM

EZ MART 4388
15503 BABCOCK RD., SAN ANTONIO, TX

LINE	BEARING	DISTANCE
L1	S 14°27'01" E	25.72'
	(S 15°27'30" E)	
L2	S 55°58'29" W	38.57'
	(S 56°58'00" W)	



THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS, EASEMENTS, AGREEMENTS, AND/OR SETBACK LINES (IF ANY) AS FOLLOWS: VOLUME 3316, PAGE 1372, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS.

NOTE:
THIS PROPERTY IS SUBJECT TO AND BENEFITED BY THE MUTUAL EASEMENT AGREEMENTS RECORDED IN VOLUME 3287, PAGE 372 AND VOLUME 3320, PAGE 1981, DEED RECORDS, BEXAR COUNTY, TEXAS.

NOTE:
Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.

SUPP. LEGEND

- = WATER VALVE
- = FIRE HYDRANT
- = WATER METER
- = SEWER MANHOLE
- = ELECTRIC METER
- = A/C PAD
- = SIGN
- = GAS VALVE
- = GUY WIRE
- = METAL FENCE

SCALE: 1"=50'

THIS SURVEY IS ACKNOWLEDGED AND IS ACCEPTED: _____

FLOOD ZONE INFORMATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND STATE AND LOCAL OFFICIALS, AND TO DETERMINE THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTENDED USE OF THE PROPERTY. The property made the subject of this survey appears to be included in a FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 480035C, Panel No. 0210 G, which is Dated 09/29/2010. By scaling from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) X. Because this is a boundary survey, the surveyor did not take any actions to determine the Flood Zone status of the surveyed property other that to interpret the information set out on FEMA's FIRM, as described above. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD ZONES, which may not agree with the interpretations of FEMA or State or local officials, and which may not agree with the tract's actual conditions. More information concerning FEMA's Special Flood Hazard Areas and Zones may be found at http://www.fema.gov/index.shtm.

Property Address:
15503 BABCOCK

Property Description:
Being 1.923 acres of land, more or less, and being all of Lot 18 and portions of Lots 1, 2 and 19, Block 2, New City Block 14757, of Hills and Dales Subdivision, Unit 1, according to the plat thereof recorded in Volume 4960, Page 63, Deed and Plat Records, and being that same property described in the Warranty Deed recorded in Volume 11157, Page 1560, Official Public Records, Bexar County, Texas, said 1.923 acres being more particularly described by metes and bounds attached hereto.

Owner:

FIRM REGISTRATION NO. 10101700

Westar Alamo
LAND SURVEYORS, L.L.C.
P.O. BOX 1036 HILDTES, TEXAS 78023-1036
PHONE (210) 372-8500 FAX (210) 372-8505

LEGEND

- △ = CALCULATED POINT
- ▲ = FND PK NAIL
- ▣ = FND MONUMENT
- ○ = 1/2" IRON ROD TO BE SET
- ● = FND 1/2" IRON ROD
- ( ) = RECORD INFORMATION
- B.S. = BUILDING SETBACK
- C.M. = CONTROLLING MONUMENT
- ☼ = LIGHT POST
- ⊕ = POWER POLE
- E = OVERHEAD ELECTRIC

DRAWN BY: TS

STATE OF TEXAS REGISTERED MARK J. EWALD 5885 PROFESSIONAL LAND SURVEYOR

I, MARK J. EWALD, Registered Professional Land Surveyor, State of Texas, do hereby certify that the above plat represents an actual survey made on the ground under my supervision, and there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, to the best of my knowledge and belief, except as shown hereon.

MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 5885

G.F. NO. sct-48-4300111700800-D3 | JOB NO. 77810 | TITLE COMPANY: CHICAGO TITLE | DATE: 07/27/2017

Attachment A

Narrative of UST System Installation

NARRATIVE OF PROPOSED MODIFICATION

Removal

Prior to installation of the new UST system, the existing underground storage tank (UST) system consists of three 8,068 gallon UST's along with two dispensers and associated piping which will be removed from the ground. The total recognized capacity of the existing UST's is 24,204 gallons as noted by Edwards Aquifer Authority (EAA). Proper 30 day notifications will be provided to all agencies during removal and installation activities.

New Installation

- Installation of one (1) 12,000- gallon and (2) 6,000-gallon triple-wall UST Xerxes triple wall tanks consisting of a fiberglass reinforced plastic primary and secondary walls, and a fiberglass reinforced plastic tertiary wall. The interstitial space of the UST's between primary and secondary wall, and the secondary and tertiary wall, will be equipped with sensors for continuous monitoring. The interstitial space between the primary and secondary wall is dry and the interstitial space between the secondary and tertiary wall is dry.

- The 12,000 gallon UST will store unleaded fuel, while each 6,000 gallon UST will store premium and diesel fuel respectively. Each will be equipped with sensors monitored by the Veeder Root TLS-450 Plus unit.

- The submersible pumps are equipped with a pressurized line leak detection system that is designed to stop product flow to the product lines if a leak is detected.

- Each fill connection will be equipped with an OPW double wall spill container.

- Overfill prevention will be provided by an OPW 71SO overfill prevention valve, which will be installed below the fill connection of each tank.

- The submersible pumps, fill connections, and tank probes will be located inside Bravo 400 Series double-wall brined filled tank collar sumps. The tank collar sumps will be equipped with sensors in the interstitial space to monitor the brine level.

- The product lines will be of triple-wall construction. The piping will consist of two-inch Dualoy 3000/LCX coaxial piping for the primary and secondary containment, and three-inch Dualoy 3000/L single-wall fiberglass reinforced piping for tertiary containment. The joints, flanges, and tees with incorporate Dualoy tertiary containment fittings. The sump fittings will incorporate Bravo F-Series fittings.

- The dispenser sumps will be brine-filled Bravo B-800 series double-wall under dispenser containments. The dispenser sumps will be equipped with sensors in the interstitial space

to monitor the brine level that will alert the Veeder Root TLS 450 Plus when there is a drop in level of the brine solution.

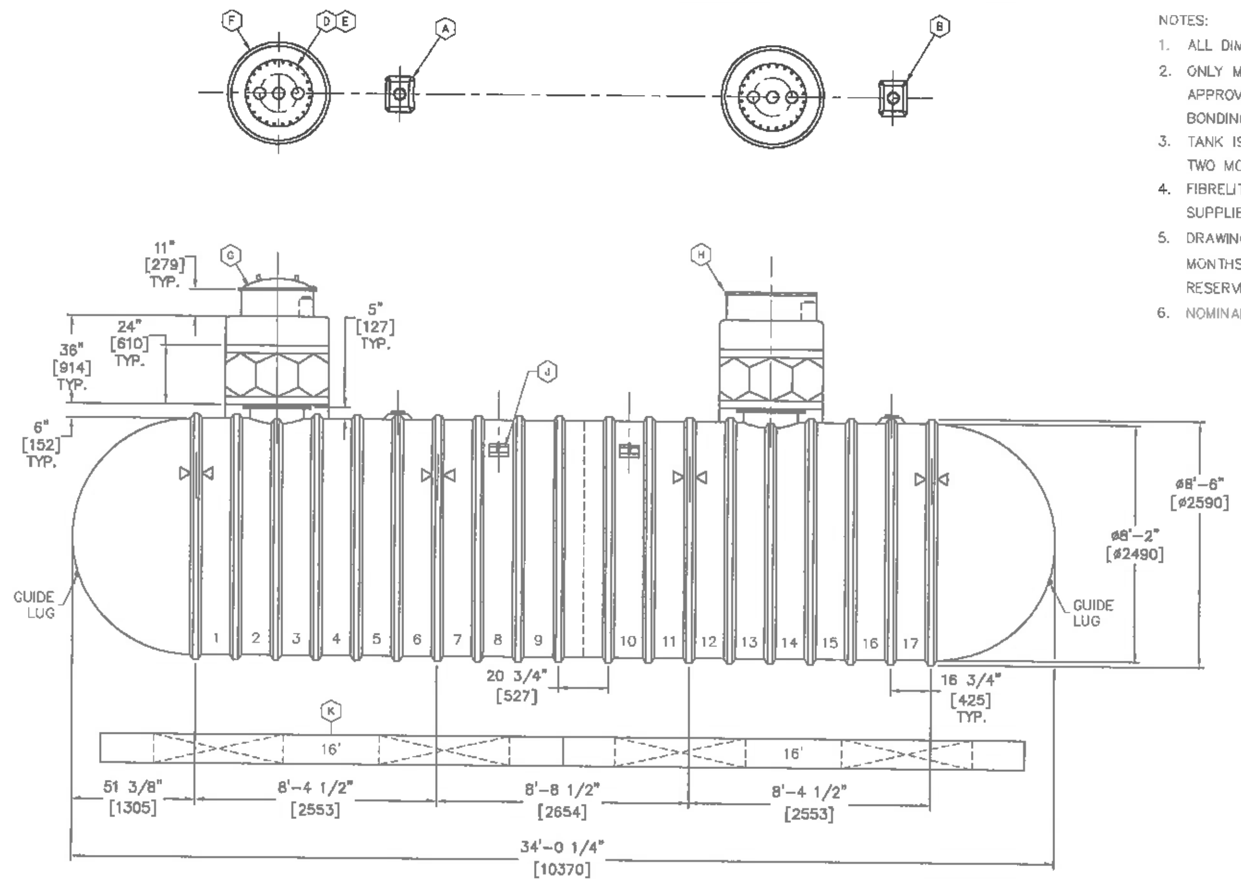
- Each of the product piping lines will be monitored by liquid detection sensors, which will be installed in every submersible sump and every dispenser sump.

- The sensors for all tank compartments, piping, and sumps will be connected to a Veeder Root TLS 450 Plus monitoring unit located in the store building. The central monitoring unit is designed to provide visual and audible alarms when hydrocarbon liquids or water are detected.

- Two tankhold observation wells will be installed in the tankhold. The observation wells will consist of a 4" PVC well screen with a plug on bottom and a liquid tight seal plug in a 12" manhole with a bolt down lid.

Attachment B

Tank Manufacturer Information



NOTES:
1. ALL DIMENSIONS SHOWN ARE IN FEET/INCHES [mm].
2. ONLY MATERIALS THAT HAVE BEEN TESTED AND APPROVED BY XERXES SHOULD BE USED FOR BONDING OF CONTAINMENT SUMP COMPONENTS.
3. TANK IS TRIPLE WALL CONSTRUCTION AND REQUIRES TWO MONITORING SYSTEMS.
4. FIBRELITE S.S. RING, OPW GLOBAL #WS-RING-37. SUPPLIED AND INSTALLED BY OTHERS.
5. DRAWING EXPIRATION: DRAWING VALID FOR SIX (6) MONTHS FROM DATE OF LAST REVISION. XERXES RESERVES THE RIGHT TO REVIEW AND UPDATE.
6. NOMINAL TANK WEIGHT : 8,300 lbs. [3,800 kg.]

ITEM	QTY	DESCRIPTION	PART NO.
A	1	PRIMARY MONITOR FITTING 4", 8'	C310210
B	1	SECONDARY MONITOR FITTING 4", 8'	C310210
C	–	THIS ITEM DELETED	–
D	2	MANWAY, 22" (WITH STRIKER PLATE)	C210001
E	2	MANWAY COVER, 22", 3-4" H, TYPE C	C330021
F	2	COLLAR, DW, 42"	C220005
G	1	SUMP, DWFS, 42" X 36" w/ 30" WT LL TOP + BRINE AND GLASS KIT	C710062
H	1	SUMP, DWFS, 42" X 36" w/ 37.25" OPENING + BRINE AND LAM KIT FOR FIBRELITE S.S. RING (SEE NOTE 4)	–
J	4	LIFT LUG, ON BENT PLATE, 8" x 10", 8' (36" 36")	C340009
K	4	16' PREFABRICATED CONCRETE DEADMEN KIT	–
▷◁	4	HOLD DOWN STRAP LOCATION	–

02	DELETED FITTINGS ON FLAT/B,#10 & #13. ADDED 22" MANWAY, 3-4" MANWAY COVER AND SUMP ON FB 13/14. ADDED NOTE 4. UPDATED BOM				
IL	10-23-24	DD	10-25-24	–	–
01	CHANGED SECONDARY BRINE MONITOR TO DRY MONITOR.				
IL	10-23-24	DD	10-23-24	–	–

XERXES

PROPRIETARY AND CONFIDENTIAL

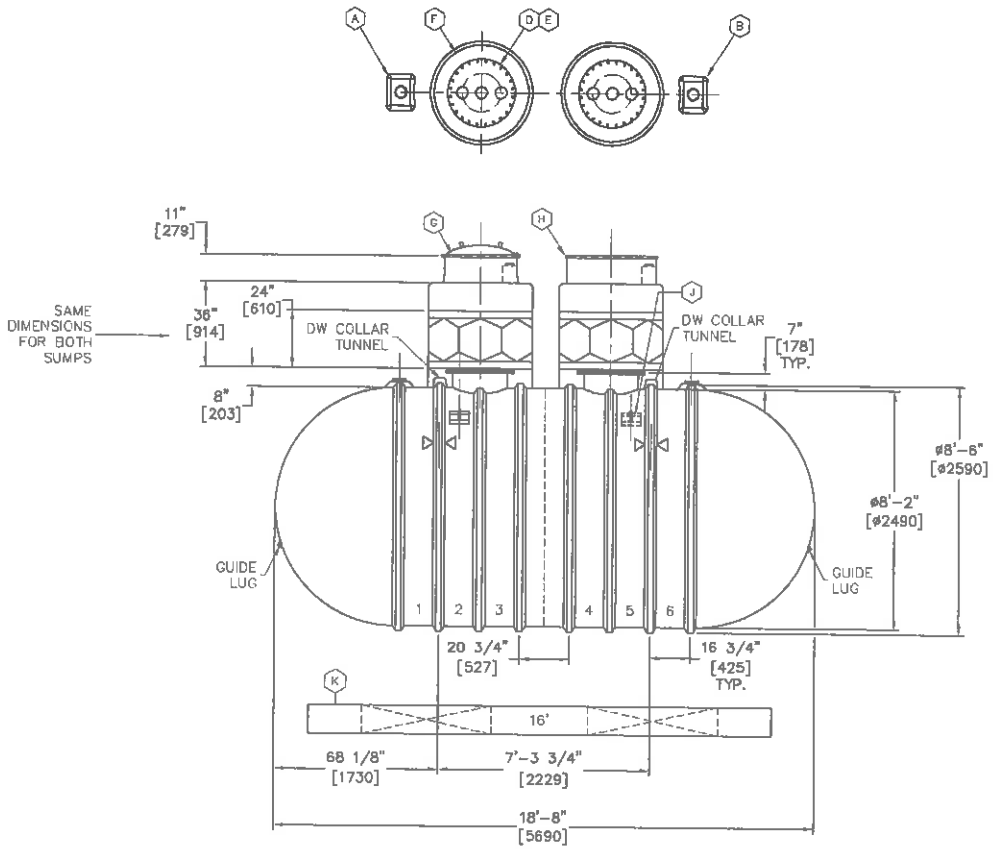
THIS DRAWING IS THE PROPERTY OF MATRIX CORP. THE COPYRIGHT/OWNERSHIP OF THIS DRAWING IS AND WILL REMAIN WITH MATRIX CORP. THE PHYSICAL POSSESSION OF THIS DRAWING DOES NOT CONVEY THE RIGHT TO USE ITS DESIGN CONCEPT, OR TO REPRODUCE IT, OR TO MANUFACTURE IN WHOLE OR IN PART THE ITEM(S) DEPICTED HEREIN WITHOUT WRITTEN PERMISSION AND AUTHORIZATION OF MATRIX CORP.

DRN: IL 05-15-24 | CHKD: KVL/DD 05-15-24 | APPR'D: –

8FT TWX UL
CAP. 12,000 GALLONS
GPM INVESTMENTS INC.

SALES MANAGER: Cary Etter | B | XS-006686 | 02
N.T.S. | SHT 1 OF 1

MARKETING TYPE: MI01 Fuel Markets



NOTES:

1. ALL DIMENSIONS SHOWN ARE IN FEET/INCHES [mm].
2. THIS NOTE DELETED.
3. ONLY MATERIALS THAT HAVE BEEN TESTED AND APPROVED BY XERXES SHOULD BE USED FOR BONDING OF CONTAINMENT SUMP COMPONENTS.
4. TANK IS TRIPLE WALL CONSTRUCTION AND REQUIRES TWO MONITORING SYSTEMS.
5. MOH STRAPS NOT ALLOWED WITH COLLAR TUNNELS. COLLAR HEIGHT WILL INCREASE TO 8" HIGH.
6. FIBRELITE S.S. RING, OPW GLOBAL #WS-RING-37.
7. SUPPLIED AND INSTALLED BY OTHERS.
8. DRAWING EXPIRATION: DRAWING VALID FOR SIX (6) MONTHS FROM DATE OF LAST REVISION. XERXES RESERVES THE RIGHT TO REVIEW AND UPDATE.
9. NOMINAL TANK WEIGHT = 4,400 lbs. [2,000 kg.].

ITEM	QTY	DESCRIPTION	PART NO.
A	1	PRIMARY MONITOR FITTING 4", 8'	C310210
B	1	SECONDARY MONITOR FITTING 4", 8'	C310210
C	–	THIS ITEM DELETED	–
D	2	MANWAY, 22", UNTRIMMED (WITH STRIKER PLATE)	C210001
E	2	MANWAY COVER, 22", 3-4" H, TYPE C	C330021
F	2	COLLAR, DW, 42"	C220005

G	1	SUMP, DWFS, 42" X 36" w/ 30" WT LL TOP + BRINE AND GLASS KIT	C710062
H	1	SUMP, DWFS, 42" X 36" w/ 37.25" OPENING + BRINE AND LAM KIT FOR FIBRELITE S.S. RING (SEE NOTE 6)	TBD
J	2	LIFT LUG, ON BENT PLATE, 8" x 10", 8' (36" 36")	C340009
K	2	16' PREFABRICATED CONCRETE DEADMEN KIT	–
▷◁	2	HOLD DOWN STRAP LOCATION	–

REV	DESCRIPTION	DRN	DATE	CHKD	DATE	APP'D	DATE
03	CHANGE TANK TO DRY INTERSIDE, REPLACE SUM ITEM 'G' WITH SECOND C310210 MONITOR, ADD RIGHT SIDE TOP SUMP & MANWAY, REVISE WEIGHT AND BOM. INCREASE MANWAY HGT TO 7" DUE TO TUNNEL CLEARANCE.	KVL	10-24-24	IL	10-24-24	–	–
02	ADDED FITTING TO FLAT @S.	DD	08-08-24	GDS	08-08-24	–	–
01	REMOVED FITTING FROM FLAT @S, RELOCATED MANWAY/SUMP, ADDED COLLAR TUNNEL, UPDATED LIFT LUG QTY.	DD	08-08-24	GDS	08-08-24	–	–

XERXES

DRN	DATE	TITLE
IL	05-15-24	8FT TWX UL CAP, 6,000 GALLONS GPM INVESTMENTS INC.
CHKD	DATE	
KVL/DD	05-15-24	
APP'D	DATE	
–	–	

SALES MANAGER	DR. SIZE	DR. NUMBER	REV
Cory Etter	B	XS-006687	03
	SCALE: N.T.S.		SHT 1 OF 1

INDUSTRY TYPE: M101 Fuel Markets

XERXES®
a ZCL company
www.xerxes.com

Calibration Chart
12,000 Gallon - 8' Diameter Triple-Wall Tank

DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS
0-1/8"	5	7-3/8"	430	14-5/8"	1172	21-7/8"	2105	29-1/8"	3166	36-3/8"	4313
0-1/4"	7	7-1/2"	448	14-3/4"	1187	22"	2123	29-1/4"	3187	36-1/2"	4333
0-3/8"	10	7-5/8"	461	14-7/8"	1202	22-1/8"	2140	29-3/8"	3206	36-5/8"	4353
0-1/2"	13	7-3/4"	462	15"	1216	22-1/4"	2158	29-1/2"	3225	36-3/4"	4373
0-5/8"	16	7-7/8"	473	15-1/8"	1231	22-3/8"	2175	29-5/8"	3245	36-7/8"	4394
0-3/4"	20	8"	484	15-1/4"	1246	22-1/2"	2193	29-3/4"	3264	37"	4414
0-7/8"	24	8-1/8"	495	15-3/8"	1261	22-5/8"	2210	29-7/8"	3283	37-1/8"	4434
1"	28	8-1/4"	506	15-1/2"	1276	22-3/4"	2228	30"	3303	37-1/4"	4454
1-1/8"	32	8-3/8"	518	15-5/8"	1291	22-7/8"	2246	30-1/8"	3322	37-3/8"	4475
1-1/4"	37	8-1/2"	529	15-3/4"	1306	23"	2263	30-1/4"	3341	37-1/2"	4495
1-3/8"	41	8-5/8"	540	15-7/8"	1321	23-1/8"	2281	30-3/8"	3361	37-5/8"	4515
1-1/2"	46	8-3/4"	552	16"	1337	23-1/4"	2299	30-1/2"	3380	37-3/4"	4536
1-5/8"	51	8-7/8"	563	16-1/8"	1352	23-3/8"	2316	30-5/8"	3399	37-7/8"	4556
1-3/4"	57	9"	575	16-1/4"	1367	23-1/2"	2334	30-3/4"	3419	38"	4576
1-7/8"	62	9-1/8"	587	16-3/8"	1383	23-5/8"	2352	30-7/8"	3438	38-1/8"	4597
2"	68	9-1/4"	599	16-1/2"	1399	23-3/4"	2370	31"	3458	38-1/4"	4617
2-1/8"	74	9-3/8"	611	16-5/8"	1414	23-7/8"	2388	31-1/8"	3477	38-3/8"	4638
2-1/4"	79	9-1/2"	623	16-3/4"	1429	24"	2406	31-1/4"	3497	38-1/2"	4658
2-3/8"	86	9-5/8"	635	16-7/8"	1445	24-1/8"	2424	31-3/8"	3516	38-5/8"	4678
2-1/2"	92	9-3/4"	647	17"	1460	24-1/4"	2442	31-1/2"	3536	38-3/4"	4699
2-5/8"	98	9-7/8"	659	17-1/8"	1476	24-3/8"	2460	31-5/8"	3555	38-7/8"	4719
2-3/4"	105	10"	671	17-1/4"	1492	24-1/2"	2478	31-3/4"	3575	39"	4740
2-7/8"	111	10-1/8"	684	17-3/8"	1508	24-5/8"	2496	31-7/8"	3595	39-1/8"	4760
3"	118	10-1/4"	696	17-1/2"	1523	24-3/4"	2514	32"	3614	39-1/4"	4781
3-1/8"	125	10-3/8"	708	17-5/8"	1539	24-7/8"	2532	32-1/8"	3634	39-3/8"	4801
3-1/4"	132	10-1/2"	721	17-3/4"	1555	25"	2551	32-1/4"	3654	39-1/2"	4821
3-3/8"	140	10-5/8"	734	17-7/8"	1571	25-1/8"	2569	32-3/8"	3673	39-5/8"	4842
3-1/2"	147	10-3/4"	746	18"	1587	25-1/4"	2587	32-1/2"	3693	39-3/4"	4862
3-5/8"	154	10-7/8"	759	18-1/8"	1603	25-3/8"	2605	32-5/8"	3713	39-7/8"	4883
3-3/4"	162	11"	772	18-1/4"	1619	25-1/2"	2624	32-3/4"	3733	40"	4903
3-7/8"	170	11-1/8"	785	18-3/8"	1636	25-5/8"	2642	32-7/8"	3752	40-1/8"	4924
4"	178	11-1/4"	798	18-1/2"	1652	25-3/4"	2661	33"	3772	40-1/4"	4944
4-1/8"	186	11-3/8"	811	18-5/8"	1668	25-7/8"	2679	33-1/8"	3792	40-3/8"	4965
4-1/4"	194	11-1/2"	824	18-3/4"	1684	26"	2697	33-1/4"	3812	40-1/2"	4985
4-3/8"	202	11-5/8"	837	18-7/8"	1701	26-1/8"	2716	33-3/8"	3832	40-5/8"	5006
4-1/2"	210	11-3/4"	850	19"	1717	26-1/4"	2734	33-1/2"	3851	40-3/4"	5027
4-5/8"	219	11-7/8"	864	19-1/8"	1733	26-3/8"	2753	33-5/8"	3871	40-7/8"	5047
4-3/4"	227	12"	877	19-1/4"	1750	26-1/2"	2772	33-3/4"	3891	41"	5068
4-7/8"	236	12-1/8"	891	19-3/8"	1766	26-5/8"	2790	33-7/8"	3911	41-1/8"	5088
5"	244	12-1/4"	904	19-1/2"	1783	26-3/4"	2809	34"	3931	41-1/4"	5109
5-1/8"	253	12-3/8"	918	19-5/8"	1800	26-7/8"	2827	34-1/8"	3951	41-3/8"	5129
5-1/4"	262	12-1/2"	931	19-3/4"	1816	27"	2846	34-1/4"	3971	41-1/2"	5150
5-3/8"	271	12-5/8"	945	19-7/8"	1833	27-1/8"	2865	34-3/8"	3991	41-5/8"	5170
5-1/2"	281	12-3/4"	959	20"	1850	27-1/4"	2884	34-1/2"	4011	41-3/4"	5191
5-5/8"	290	12-7/8"	972	20-1/8"	1866	27-3/8"	2902	34-5/8"	4031	41-7/8"	5212
5-3/4"	299	13"	986	20-1/4"	1883	27-1/2"	2921	34-3/4"	4051	42"	5232
5-7/8"	309	13-1/8"	1000	20-3/8"	1900	27-5/8"	2940	34-7/8"	4071	42-1/8"	5253
6"	318	13-1/4"	1014	20-1/2"	1917	27-3/4"	2959	35"	4091	42-1/4"	5273
6-1/8"	328	13-3/8"	1028	20-5/8"	1934	27-7/8"	2978	35-1/8"	4111	42-3/8"	5294
6-1/4"	338	13-1/2"	1042	20-3/4"	1951	28"	2997	35-1/4"	4131	42-1/2"	5315
6-3/8"	348	13-5/8"	1057	20-7/8"	1968	28-1/8"	3016	35-3/8"	4151	42-5/8"	5336
6-1/2"	358	13-3/4"	1071	21"	1985	28-1/4"	3034	35-1/2"	4171	42-3/4"	5356
6-5/8"	368	13-7/8"	1085	21-1/8"	2002	28-3/8"	3053	35-5/8"	4192	42-7/8"	5378
6-3/4"	378	14"	1099	21-1/4"	2019	28-1/2"	3072	35-3/4"	4212	43"	5397
6-7/8"	388	14-1/8"	1114	21-3/8"	2036	28-5/8"	3091	35-7/8"	4232	43-1/8"	5418
7"	398	14-1/4"	1128	21-1/2"	2054	28-3/4"	3111	36"	4252	43-1/4"	5438
7-1/8"	409	14-3/8"	1143	21-5/8"	2071	28-7/8"	3130	36-1/8"	4272	43-3/8"	5459
7-1/4"	419	14-1/2"	1157	21-3/4"	2089	29"	3149	36-1/4"	4292	43-1/2"	5480

XERXES CORPORATION 12,000 Gallon - 8' Diameter Triple-Wall Tank

DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS
43-5/8"	5500	51-3/4"	6636	59-7/8"	8123	68"	9321	76-1/8"	10348	84-1/4"	11120
43-3/4"	5521	51-7/8"	6657	60"	8148	68-1/8"	9338	76-1/4"	10363	84-3/8"	11129
43-7/8"	5541	52"	6677	60-1/8"	8167	68-1/4"	9356	76-3/8"	10377	84-1/2"	11138
44"	5562	52-1/8"	6697	60-1/4"	8186	68-3/8"	9373	76-1/2"	10391	84-5/8"	11147
44-1/8"	5583	52-1/4"	6718	60-3/8"	8205	68-1/2"	9390	76-5/8"	10405	84-3/4"	11156
44-1/4"	5603	52-3/8"	6738	60-1/2"	8224	68-5/8"	9407	76-3/4"	10419	84-7/8"	11164
44-3/8"	5624	52-1/2"	6758	60-5/8"	8244	68-3/4"	9424	76-7/8"	10433	85"	11173
44-1/2"	5645	52-5/8"	6778	60-3/4"	8263	68-7/8"	9441	77"	10447	85-1/8"	11181
44-5/8"	5665	52-3/4"	6799	60-7/8"	8282	69"	9458	77-1/8"	10460	85-1/4"	11189
44-3/4"	5686	52-7/8"	7019	61"	8301	69-1/8"	9475	77-1/4"	10474	85-3/8"	11197
44-7/8"	5707	53"	7038	61-1/8"	8320	69-1/4"	9492	77-3/8"	10488	85-1/2"	11206
45"	5727	53-1/8"	7060	61-1/4"	8339	69-3/8"	9509	77-1/2"	10501	85-5/8"	11213
45-1/8"	5748	53-1/4"	7080	61-3/8"	8358	69-1/2"	9526	77-5/8"	10515	85-3/4"	11221
45-1/4"	5768	53-3/8"	7100	61-1/2"	8377	69-5/8	9542	77-3/4"	10528	85-7/8"	11229
45-3/8"	5789	53-1/2"	7120	61-5/8"	8396	69-3/4"	9559	77-7/8"	10541	86"	11237
45-1/2"	5810	53-5/8"	7140	61-3/4"	8415	69-7/8"	9576	78"	10554	86-1/8"	11244
45-5/8"	5830	53-3/4"	7161	61-7/8"	8434	70"	9592	78-1/8"	10569	86-1/4"	11251
45-3/4"	5851	53-7/8"	7181	62"	8452	70-1/8"	9609	78-1/4"	10581	86-3/8"	11259
45-7/8"	5872	54"	7201	62-1/8"	8471	70-1/4"	9626	78-3/8"	10594	86-1/2"	11266
46"	5892	54-1/8"	7221	62-1/4"	8490	70-3/8"	9642	78-1/2"	10607	86-5/8"	11273
46-1/8"	5913	54-1/4"	7241	62-3/8"	8509	70-1/2"	9659	78-5/8"	10620	86-3/4"	11279
46-1/4"	5934	54-3/8"	7261	62-1/2"	8527	70-5/8"	9675	78-3/4"	10632	86-7/8"	11286
46-3/8"	5954	54-1/2"	7281	62-5/8"	8546	70-3/4"	9691	78-7/8"	10645	87"	11293
46-1/2"	5975	54-5/8"	7301	62-3/4"	8565	70-7/8"	9708	79"	10658	87-1/8"	11299
46-5/8"	5995	54-3/4"	7321	62-7/8"	8584	71"	9724	79-1/8"	10671	87-1/4"	11305
46-3/4"	6016	54-7/8"	7341	63"	8602	71-1/8"	9740	79-1/4"	10683	87-3/8"	11311
46-7/8"	6037	55"	7361	63-1/8"	8621	71-1/4"	9756	79-3/8"	10696	87-1/2"	11317
47"	6057	55-1/8"	7381	63-1/4"	8639	71-3/8"	9773	79-1/2"	10708	87-5/8"	11323
47-1/8"	6078	55-1/4"	7401	63-3/8"	8658	71-1/2"	9789	79-5/8"	10720	87-3/4"	11329
47-1/4"	6099	55-3/8"	7421	63-1/2"	8676	71-5/8"	9805	79-3/4"	10733	87-7/8"	11334
47-3/8"	6119	55-1/2"	7441	63-5/8"	8695	71-3/4"	9821	79-7/8"	10745	88"	11339
47-1/2"	6140	55-5/8"	7461	63-3/4"	8713	71-7/8"	9837	80"	10757	88-1/8"	11344
47-5/8"	6160	55-3/4"	7481	63-7/8"	8732	72"	9853	80-1/8"	10769	88-1/4"	11349
47-3/4"	6181	55-7/8"	7501	64"	8750	72-1/8"	9869	80-1/4"	10781	88-3/8"	11354
47-7/8"	6201	56"	7521	64-1/8"	8768	72-1/4"	9884	80-3/8"	10793	88-1/2"	11358
48"	6222	56-1/8"	7541	64-1/4"	8787	72-3/8"	9900	80-1/2"	10805	88-5/8"	11363
48-1/8"	6243	56-1/4"	7561	64-3/8"	8805	72-1/2"	9916	80-5/8"	10816	88-3/4"	11367
48-1/4"	6263	56-3/8"	7581	64-1/2"	8823	72-5/8"	9932	80-3/4"	10828	88-7/8"	11371
48-3/8"	6284	56-1/2"	7601	64-5/8"	8842	72-3/4"	9947	80-7/8"	10840	89"	11374
48-1/2"	6304	56-5/8"	7620	64-3/4"	8860	72-7/8"	9963	81"	10851	89-1/8"	11378
48-5/8"	6325	56-3/4"	7640	64-7/8"	8878	73"	9978	81-1/8"	10862	89-1/4"	11381
48-3/4"	6345	56-7/8"	7660	65"	8896	73-1/8"	9994	81-1/4"	10874	89-3/8"	11383
48-7/8"	6366	57"	7680	65-1/8"	8914	73-1/4"	10009	81-3/8"	10885	89-1/2"	11386
49"	6385	57-1/8"	7698	65-1/4"	8932	73-3/8"	10025	81-1/2"	10896	89-5/8"	11388
49-1/8"	6407	57-1/4"	7718	65-3/8"	8950	73-1/2"	10040	81-5/8"	10907	89-3/4"	11389
49-1/4"	6428	57-3/8"	7739	65-1/2"	8969	73-5/8"	10055	81-3/4"	10918		
49-3/8"	6448	57-1/2"	7758	65-5/8"	8986	73-3/4"	10070	81-7/8"	10929		
49-1/2"	6469	57-5/8"	7778	65-3/4"	9004	73-7/8"	10086	82"	10940		
49-5/8"	6489	57-3/4"	7798	65-7/8"	9022	74"	10101	82-1/8"	10951		
49-3/4"	6510	57-7/8"	7817	66"	9040	74-1/8"	10116	82-1/4"	10962		
49-7/8"	6530	58"	7837	66-1/8"	9058	74-1/4"	10131	82-3/8"	10972		
50"	6551	58-1/8"	7857	66-1/4"	9076	74-3/8"	10146	82-1/2"	10983		
50-1/8"	6571	58-1/4"	7876	66-3/8"	9093	74-1/2"	10161	82-5/8"	10993		
50-1/4"	6591	58-3/8"	7896	66-1/2"	9111	74-5/8"	10175	82-3/4"	11003		
50-3/8"	6612	58-1/2"	7915	66-5/8"	9129	74-3/4"	10190	82-7/8"	11014		
50-1/2"	6632	58-5/8"	7935	66-3/4"	9147	74-7/8"	10205	83"	11024		
50-5/8"	6653	58-3/4"	7954	66-7/8"	9164	75"	10220	83-1/8"	11034		
50-3/4"	6673	58-7/8"	7974	67"	9182	75-1/8"	10234	83-1/4"	11044		
50-7/8"	6694	59"	7993	67-1/8"	9199	75-1/4"	10249	83-3/8"	11054		
51"	6715	59-1/8"	8012	67-1/4"	9217	75-3/8"	10263	83-1/2"	11063		
51-1/8"	6735	59-1/4"	8032	67-3/8"	9234	75-1/2"	10278	83-5/8"	11073		
51-1/4"	6756	59-3/8"	8051	67-1/2"	9252	75-5/8"	10292	83-3/4"	11083		
51-3/8"	6776	59-1/2"	8071	67-5/8"	9269	75-3/4"	10307	83-7/8"	11092		
51-1/2"	6798	59-5/8"	8090	67-3/4"	9287	75-7/8"	10321	84"	11101		
51-5/8"	6818	59-3/4"	8109	67-7/8"	9304	76"	10335	84-1/8"	11111	x812tw.6-13	

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Calibration Chart

6,000 Gallon - 8' Diameter Triple-Wall Tank

DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS
0-1/8"	2	7-3/8"	207	14-5/8"	582	21-7/8"	1064	29-1/8"	1621	36-3/8"	2227
0-1/4"	3	7-1/2"	213	14-3/4"	589	22"	1073	29-1/4"	1631	36-1/2"	2238
0-3/8"	4	7-5/8"	218	14-7/8"	597	22-1/8"	1082	29-3/8"	1641	36-5/8"	2248
0-1/2"	6	7-3/4"	223	15"	604	22-1/4"	1091	29-1/2"	1651	36-3/4"	2259
0-5/8"	7	7-7/8"	229	15-1/8"	612	22-3/8"	1100	29-5/8"	1661	36-7/8"	2270
0-3/4"	9	8"	234	15-1/4"	619	22-1/2"	1109	29-3/4"	1672	37"	2281
0-7/8"	11	8-1/8"	240	15-3/8"	627	22-5/8"	1118	29-7/8"	1682	37-1/8"	2291
1"	13	8-1/4"	245	15-1/2"	635	22-3/4"	1128	30"	1692	37-1/4"	2302
1-1/8"	15	8-3/8"	251	15-5/8"	642	22-7/8"	1137	30-1/8"	1702	37-3/8"	2313
1-1/4"	17	8-1/2"	256	15-3/4"	650	23"	1146	30-1/4"	1712	37-1/2"	2324
1-3/8"	19	8-5/8"	262	15-7/8"	658	23-1/8"	1155	30-3/8"	1723	37-5/8"	2334
1-1/2"	21	8-3/4"	268	16"	666	23-1/4"	1165	30-1/2"	1733	37-3/4"	2345
1-5/8"	24	8-7/8"	274	16-1/8"	674	23-3/8"	1174	30-5/8"	1743	37-7/8"	2356
1-3/4"	26	9"	280	16-1/4"	682	23-1/2"	1183	30-3/4"	1753	38"	2367
1-7/8"	29	9-1/8"	285	16-3/8"	689	23-5/8"	1192	30-7/8"	1764	38-1/8"	2378
2"	31	9-1/4"	291	16-1/2"	697	23-3/4"	1202	31"	1774	38-1/4"	2389
2-1/8"	34	9-3/8"	297	16-5/8"	705	23-7/8"	1211	31-1/8"	1784	38-3/8"	2399
2-1/4"	37	9-1/2"	303	16-3/4"	713	24"	1221	31-1/4"	1795	38-1/2"	2410
2-3/8"	40	9-5/8"	309	16-7/8"	721	24-1/8"	1230	31-3/8"	1805	38-5/8"	2421
2-1/2"	43	9-3/4"	315	17"	729	24-1/4"	1239	31-1/2"	1815	38-3/4"	2432
2-5/8"	46	9-7/8"	321	17-1/8"	738	24-3/8"	1249	31-5/8"	1826	38-7/8"	2443
2-3/4"	49	10"	328	17-1/4"	746	24-1/2"	1258	31-3/4"	1836	39"	2454
2-7/8"	52	10-1/8"	334	17-3/8"	754	24-5/8"	1268	31-7/8"	1846	39-1/8"	2465
3"	55	10-1/4"	340	17-1/2"	762	24-3/4"	1277	32"	1857	39-1/4"	2475
3-1/8"	59	10-3/8"	346	17-5/8"	770	24-7/8"	1287	32-1/8"	1867	39-3/8"	2486
3-1/4"	62	10-1/2"	353	17-3/4"	778	25"	1296	32-1/4"	1877	39-1/2"	2497
3-3/8"	66	10-5/8"	359	17-7/8"	787	25-1/8"	1306	32-3/8"	1888	39-5/8"	2508
3-1/2"	69	10-3/4"	365	18"	795	25-1/4"	1316	32-1/2"	1898	39-3/4"	2519
3-5/8"	73	10-7/8"	372	18-1/8"	803	25-3/8"	1325	32-5/8"	1909	39-7/8"	2530
3-3/4"	76	11"	378	18-1/4"	811	25-1/2"	1335	32-3/4"	1919	40"	2541
3-7/8"	80	11-1/8"	385	18-3/8"	820	25-5/8"	1344	32-7/8"	1930	40-1/8"	2552
4"	84	11-1/4"	391	18-1/2"	828	25-3/4"	1354	33"	1940	40-1/4"	2563
4-1/8"	88	11-3/8"	398	18-5/8"	837	25-7/8"	1364	33-1/8"	1951	40-3/8"	2573
4-1/4"	92	11-1/2"	405	18-3/4"	845	26"	1373	33-1/4"	1961	40-1/2"	2584
4-3/8"	96	11-5/8"	411	18-7/8"	853	26-1/8"	1383	33-3/8"	1972	40-5/8"	2595
4-1/2"	100	11-3/4"	418	19"	862	26-1/4"	1393	33-1/2"	1982	40-3/4"	2606
4-5/8"	104	11-7/8"	425	19-1/8"	870	26-3/8"	1403	33-5/8"	1993	40-7/8"	2617
4-3/4"	108	12"	431	19-1/4"	879	26-1/2"	1412	33-3/4"	2003	41"	2628
4-7/8"	112	12-1/8"	438	19-3/8"	888	26-5/8"	1422	33-7/8"	2014	41-1/8"	2639
5"	116	12-1/4"	445	19-1/2"	896	26-3/4"	1432	34"	2024	41-1/4"	2650
5-1/8"	121	12-3/8"	452	19-5/8"	905	26-7/8"	1442	34-1/8"	2035	41-3/8"	2661
5-1/4"	125	12-1/2"	459	19-3/4"	913	27"	1451	34-1/4"	2046	41-1/2"	2672
5-3/8"	129	12-5/8"	466	19-7/8"	922	27-1/8"	1461	34-3/8"	2056	41-5/8"	2683
5-1/2"	134	12-3/4"	473	20"	931	27-1/4"	1471	34-1/2"	2067	41-3/4"	2694
5-5/8"	138	12-7/8"	480	20-1/8"	939	27-3/8"	1481	34-5/8"	2077	41-7/8"	2705
5-3/4"	143	13"	487	20-1/4"	948	27-1/2"	1491	34-3/4"	2088	42"	2716
5-7/8"	148	13-1/8"	494	20-3/8"	957	27-5/8"	1501	34-7/8"	2099	42-1/8"	2727
6"	152	13-1/4"	501	20-1/2"	966	27-3/4"	1511	35"	2109	42-1/4"	2738
6-1/8"	157	13-3/8"	508	20-5/8"	974	27-7/8"	1521	35-1/8"	2120	42-3/8"	2748
6-1/4"	162	13-1/2"	515	20-3/4"	983	28"	1531	35-1/4"	2131	42-1/2"	2759
6-3/8"	167	13-5/8"	523	20-7/8"	992	28-1/8"	1541	35-3/8"	2141	42-5/8"	2770
6-1/2"	172	13-3/4"	530	21"	1001	28-1/4"	1551	35-1/2"	2152	42-3/4"	2781
6-5/8"	177	13-7/8"	537	21-1/8"	1010	28-3/8"	1561	35-5/8"	2163	42-7/8"	2792
6-3/4"	182	14"	544	21-1/4"	1019	28-1/2"	1571	35-3/4"	2173	43"	2803
6-7/8"	187	14-1/8"	552	21-3/8"	1028	28-5/8"	1581	35-7/8"	2184	43-1/8"	2814
7"	192	14-1/4"	559	21-1/2"	1037	28-3/4"	1591	36"	2195	43-1/4"	2825
7-1/8"	197	14-3/8"	567	21-5/8"	1046	28-7/8"	1601	36-1/8"	2205	43-3/8"	2836
7-1/4"	202	14-1/2"	574	21-3/4"	1055	29"	1611	36-1/4"	2216	43-1/2"	2847

XERXES CORPORATION 6,000 Gallon - 8' Diameter Triple-Wall Tank

DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS	DIPSTICK READING	GALLONS
43-5/8"	2858	51-3/4"	3569	59-7/8"	4253	68"	4879	76-1/8"	5409	84-1/4"	5795
43-3/4"	2869	51-7/8"	3580	60"	4264	68-1/8"	4888	76-1/4"	5416	84-3/8"	5799
43-7/8"	2880	52"	3591	60-1/8"	4274	68-1/4"	4897	76-3/8"	5424	84-1/2"	5804
44"	2891	52-1/8"	3601	60-1/4"	4284	68-3/8"	4906	76-1/2"	5431	84-5/8"	5808
44-1/8"	2902	52-1/4"	3612	60-3/8"	4294	68-1/2"	4915	76-5/8"	5438	84-3/4"	5812
44-1/4"	2913	52-3/8"	3623	60-1/2"	4304	68-5/8"	4924	76-3/4"	5445	84-7/8"	5816
44-3/8"	2924	52-1/2"	3634	60-5/8"	4314	68-3/4"	4933	76-7/8"	5452	85"	5821
44-1/2"	2935	52-5/8"	3645	60-3/4"	4324	68-7/8"	4942	77"	5459	85-1/8"	5825
44-5/8"	2946	52-3/4"	3655	60-7/8"	4334	69"	4950	77-1/8"	5466	85-1/4"	5829
44-3/4"	2957	52-7/8"	3666	61"	4344	69-1/8"	4959	77-1/4"	5473	85-3/8"	5833
44-7/8"	2968	53"	3677	61-1/8"	4354	69-1/4"	4968	77-3/8"	5480	85-1/2"	5837
45"	2979	53-1/8"	3688	61-1/4"	4364	69-3/8"	4977	77-1/2"	5486	85-5/8"	5840
45-1/8"	2990	53-1/4"	3698	61-3/8"	4374	69-1/2"	4985	77-5/8"	5493	85-3/4"	5844
45-1/4"	3001	53-3/8"	3709	61-1/2"	4384	69-5/8	4994	77-3/4"	5500	85-7/8"	5848
45-3/8"	3012	53-1/2"	3720	61-5/8"	4394	69-3/4"	5003	77-7/8"	5507	86"	5852
45-1/2"	3023	53-5/8"	3730	61-3/4"	4404	69-7/8"	5011	78"	5513	86-1/8"	5855
45-5/8"	3034	53-3/4"	3741	61-7/8"	4414	70"	5020	78-1/8"	5520	86-1/4"	5859
45-3/4"	3045	53-7/8"	3752	62"	4424	70-1/8"	5029	78-1/4"	5527	86-3/8"	5862
45-7/8"	3056	54"	3763	62-1/8"	4434	70-1/4"	5037	78-3/8"	5533	86-1/2"	5865
46"	3067	54-1/8"	3773	62-1/4"	4444	70-3/8"	5046	78-1/2"	5540	86-5/8"	5869
46-1/8"	3078	54-1/4"	3784	62-3/8"	4454	70-1/2"	5054	78-5/8"	5546	86-3/4"	5872
46-1/4"	3089	54-3/8"	3795	62-1/2"	4464	70-5/8"	5063	78-3/4"	5553	86-7/8"	5875
46-3/8"	3100	54-1/2"	3805	62-5/8"	4473	70-3/4"	5071	78-7/8"	5559	87"	5878
46-1/2"	3111	54-5/8"	3816	62-3/4"	4483	70-7/8"	5080	79"	5566	87-1/8"	5881
46-5/8"	3122	54-3/4"	3826	62-7/8"	4493	71"	5088	79-1/8"	5572	87-1/4"	5884
46-3/4"	3133	54-7/8"	3837	63"	4503	71-1/8"	5097	79-1/4"	5578	87-3/8"	5887
46-7/8"	3144	55"	3848	63-1/8"	4513	71-1/4"	5105	79-3/8"	5584	87-1/2"	5890
47"	3155	55-1/8"	3858	63-1/4"	4522	71-3/8"	5113	79-1/2"	5591	87-5/8"	5893
47-1/8"	3166	55-1/4"	3869	63-3/8"	4532	71-1/2"	5122	79-5/8"	5597	87-3/4"	5895
47-1/4"	3177	55-3/8"	3879	63-1/2"	4542	71-5/8"	5130	79-3/4"	5603	87-7/8"	5898
47-3/8"	3188	55-1/2"	3890	63-5/8"	4552	71-3/4"	5138	79-7/8"	5609	88"	5900
47-1/2"	3199	55-5/8"	3901	63-3/4"	4561	71-7/8"	5146	80"	5615	88-1/8"	5903
47-5/8"	3209	55-3/4"	3911	63-7/8"	4571	72"	5155	80-1/8"	5621	88-1/4"	5905
47-3/4"	3220	55-7/8"	3922	64"	4581	72-1/8"	5163	80-1/4"	5627	88-3/8"	5907
47-7/8"	3231	56"	3932	64-1/8"	4590	72-1/4"	5171	80-3/8"	5633	88-1/2"	5909
48"	3242	56-1/8"	3943	64-1/4"	4600	72-3/8"	5179	80-1/2"	5639	88-5/8"	5911
48-1/8"	3253	56-1/4"	3953	64-3/8"	4609	72-1/2"	5187	80-5/8"	5645	88-3/4"	5913
48-1/4"	3264	56-3/8"	3964	64-1/2"	4619	72-5/8"	5195	80-3/4"	5651	88-7/8"	5915
48-3/8"	3275	56-1/2"	3974	64-5/8"	4629	72-3/4"	5203	80-7/8"	5657	89"	5917
48-1/2"	3286	56-5/8"	3985	64-3/4"	4638	72-7/8"	5211	81"	5662	89-1/8"	5918
48-5/8"	3297	56-3/4"	3995	64-7/8"	4648	73"	5219	81-1/8"	5668	89-1/4"	5920
48-3/4"	3308	56-7/8"	4006	65"	4657	73-1/8"	5227	81-1/4"	5674	89-3/8"	5921
48-7/8"	3319	57"	4016	65-1/8"	4667	73-1/4"	5235	81-3/8"	5679	89-1/2"	5922
49"	3330	57-1/8"	4027	65-1/4"	4676	73-3/8"	5243	81-1/2"	5685	89-5/8"	5923
49-1/8"	3341	57-1/4"	4037	65-3/8"	4686	73-1/2"	5251	81-5/8"	5690	89-3/4"	5923
49-1/4"	3352	57-3/8"	4046	65-1/2"	4695	73-5/8"	5259	81-3/4"	5696		
49-3/8"	3363	57-1/2"	4058	65-5/8"	4704	73-3/4"	5267	81-7/8"	5701		
49-1/2"	3373	57-5/8"	4068	65-3/4"	4714	73-7/8"	5274	82"	5707		
49-5/8"	3384	57-3/4"	4079	65-7/8"	4723	74"	5282	82-1/8"	5712		
49-3/4"	3395	57-7/8"	4089	66"	4732	74-1/8"	5290	82-1/4"	5717		
49-7/8"	3406	58"	4099	66-1/8"	4742	74-1/4"	5298	82-3/8"	5722		
50"	3417	58-1/8"	4110	66-1/4"	4751	74-3/8"	5305	82-1/2"	5728		
50-1/8"	3428	58-1/4"	4120	66-3/8"	4760	74-1/2"	5313	82-5/8"	5733		
50-1/4"	3439	58-3/8"	4131	66-1/2"	4770	74-5/8"	5321	82-3/4"	5738		
50-3/8"	3450	58-1/2"	4141	66-5/8"	4779	74-3/4"	5328	82-7/8"	5743		
50-1/2"	3461	58-5/8"	4151	66-3/4"	4788	74-7/8"	5336	83"	5748		
50-5/8"	3471	58-3/4"	4161	66-7/8"	4797	75"	5343	83-1/8"	5753		
50-3/4"	3482	58-7/8"	4172	67"	4806	75-1/8"	5351	83-1/4"	5758		
50-7/8"	3493	59"	4182	67-1/8"	4816	75-1/4"	5358	83-3/8"	5763		
51"	3504	59-1/8"	4192	67-1/4"	4825	75-3/8"	5366	83-1/2"	5767		
51-1/8"	3515	59-1/4"	4202	67-3/8"	4834	75-1/2"	5373	83-5/8"	5772		
51-1/4"	3526	59-3/8"	4213	67-1/2"	4843	75-5/8"	5380	83-3/4"	5777		
51-3/8"	3537	59-1/2"	4223	67-5/8"	4852	75-3/4"	5388	83-7/8"	5781		
51-1/2"	3547	59-5/8"	4233	67-3/4"	4861	75-7/8"	5395	84"	5786		
51-5/8"	3558	59-3/4"	4243	67-7/8"	4870	76"	5402	84-1/8"	5790	8TW6kusg.May16	

Attachment D

Pipe Manufacturer Information

Dualoy® 3000/LCX Product Data

Applications

Rigid fiberglass coaxial fuel handling systems requiring Underwriters Laboratories Listing for integral primary and containment piping conveying the following fuels:

- Motor Vehicle (MV)
- Aviation and Marine A&M)
- High Blend (HB)
- Bio-Diesel
- Concentrated (CT)
- Diesel Exhaust Fluid

Description

Dualoy 3000/LCX rigid fiberglass coaxial piping is a cost-effective solution for contained piping systems. LCX is used for product delivery lines in underground fuel handling systems to convey fuel from the tank to the dispensers. Dualoy 3000/LCX pipe is UL Listed for use with motor vehicle (MV), high blend (HB), concentrated (CT) and aviation and marine (A&M) fuels. Based on currently known tests, NOV Fiber Glass Systems found this product to be suitable for conveying all blends of biodiesel and ethanol type fuels and the conveyance of DEF.

The LCX pipe is manufactured as an integral unit. The primary is made of chemically inert, non-permeable, fiberglass reinforced epoxy resin which is inherently resistant to deterioration due to water and microbial attack. This layer is covered with a porous layer to provide the small volume interstitial space, which facilitates rapid leak detection. Then, the containment layer, comprised of the same material as the primary, is wound over the primary and porous layers.

The containment system is installed with custom designed clamshell containment fittings. Both the primary and containment systems are bonded for long-term, reliable performance.

- Dualoy 3000/LCX containment fittings are typically bolted in place while the adhesive cures.
- Dualoy 3000/LCX reduces installation and inspection time dramatically, retaining system integrity.
- Dualoy 3000/LCX double wall design significantly improves impact resistance over single wall pipe.
- Dualoy 3000/LCX systems provide true double wall design which permits rapid communication through the interstice.

Listings and Approvals

The rigid fiberglass piping used in Dualoy 3000/LCX is Listed in the United States with Underwriters Laboratories for nonmetallic underground piping for MV, HB, CT and A&M fuels under File No. MH9162. Dualoy 3000/LCX pipe and fittings are also Listed with Underwriters Laboratories of Canada for Petroleum Products and Oxygenated Fuels (File CMH715). Underwriters Laboratories has also approved Dualoy 3000/L and Dualoy 3000/LCX for use with MTBE fluids.

Performance

Primary operating pressures to 200 psig (13.8 bar)

Continuous operating temperature to 150°F (66°C)

Containment system pressures to 50 psig (3.45 bar)

Individual system components may not have the same ratings as the pipe. Refer to the detailed product information for the specific components to determine the pressure rating for the system as a whole.

Composition

Primary pipe: Filament-wound fiberglass reinforced epoxy pipe with integral epoxy liner. When classified in accordance with ASTM D2310 and ASTM D2996, the pipe meets the following cell limits: RTRP 11CF1-5420.

Pipe containment: Filament-wound fiberglass reinforced epoxy pipe.

Interstitial space: Dry, graded glass beads secured in place with adhesive backed tape.

Fittings: Compression molded or filament-wound fiberglass reinforced epoxy primary fittings. Containment fittings are molded.

Adhesive: PSX™ •20 or PSX™ •34 ambient-cure, two-part epoxy for all services (including alcohols and MTBE).

Joining System

Primary:

Bell and spigot taper/taper adhesive-bonded joint

Containment:

Adhesive-bonded clamshell fittings. Parts are compression molded for exact fit and match. Material is identical to primary fittings and is UL Listed for all services, including use in MTBE fluids.

Pipe Lengths

Standard 20 ft. (6.1 m) random lengths 17 to 21 ft. (5.2 to 6.4 m) and 30 ft. (9.1 m) random lengths 27 to 32 ft. (8.2 to 9.7 m)

Other lengths up to 42 ft. (12.8 m) available upon request.

Fittings

Primary	Adapters: bell x NPT male[1]	Flange stub ends[1]
	Adapters: bell x NPT female[2]	Isolation bushings[1]
	Adapters: spigot x NPT female[2]	Nipples[2]
	Adapters: spigot x NPT male[2]	Reducer bushings[1]
	45° elbows[1]	Repair couplings[1]
	90° elbows[1]	Sleeve couplings[2]
	End caps[1]	Tees[1]
	Flange rings[1]	Dispenser pan penetration fittings[1]
Containment	45° elbows[1]	Couplings[1]
	90° elbows[1]	Tees[1]
	Termination sleeves[1, 3]	

[1] Molded fitting
[2] Filament-wound fitting
[3] 2" (50 mm) available with or without test valve. 3" and 4" (80 and 100 mm) available only with test valve

Typical Pipe Dimensions and Weights

Pipe Size		Primary Pipe ID		Primary Pipe OD[1]		Primary Wall Thickness		Containment OD		Capacity		Weight	
in	mm	in	mm	in	mm	in	mm	in	mm	gal/ft	l/m	lb/ft	kg/m
2	50	2.21	56	2.37	60	0.080	2.03	2.59	66	0.20	0.76	0.90	1.34
3	80	3.32	84	3.50	89	0.085	2.16	3.70	94	0.45	1.70	1.30	1.93
4	100	4.33	110	4.50	114	0.087	2.21	4.70	119	0.77	2.92	1.74	2.59

[1] Typical outside diameters of 2"-4" (50 -100 mm) pipe are within API, ASTM and ANSI fiberglass and steel pipe dimensions.

Typical Primary Pipe Performance

Pipe Size		Pressure Rating[1]		Ultimate Internal Pressure[1]		Ultimate Collapse Pressure[2]	
in	mm	psig	MPa	psig	MPa	psig	MPa
2	50	200	2.07	1500	10.3	153	1.05
3	80	200	1.38	1000	6.9	90	0.62
4	100	175	1.21	750	5.2	39	0.27

[1] At 80°F (27°C)
[2] At 80°F (27°C) For continuous service do not exceed 75% of these values.

Fittings Pressure Performance

Pipe Size		Primary All Fittings		Containment Clamshell Fittings	
in	mm	psig	MPa	psig	kPa
2	50	200	1.38	50[1]	345
3	80	125	0.86	50[1]	345
4	100	100	0.69	20	138

[1] With reinforcing rings

For dimensions of primary fittings, consult Dualoy 3000/L Fittings Dimensions document. Pressure ratings of fittings without UL Listing are available on request.

Dualoy 3000/LCX piping systems are designed to function at temperatures ranging from -40 to 150°F (-40 to 66°C) at service pressures between -1 and 13.8 bar. Dualoy 3000/LCX pipe conforms to ASTM D2310, D2517 and D2996.

Typical Physical Properties of Primary Pipe

Pipe Property	Units	Value	ASTM
Thermal conductivity	Btu-in/(h•ft²•°F) W/m•°C	1.7 7.6	C177
Linear thermal expansion	10^{-6} in/in/°F 10^{-5} cm/cm/°C	8.5 15.3	D696
Friction factor	Hazen-Williams	150.0	—
Absolute roughness	10^{-5} ft 10^{-3} m	15.0 4.6	—
Specific gravity	—	1.81	D792
Barcol Hardness	Impressor 934-1	65.0	D2583

Typical Mechanical Properties of Primary Pipe

Pipe Property[1]	Units	Value[1]	ASTM
Tensile strength			
Longitudinal	10^3 psi MPA	35.0 241.0	D2105
Circumferential	10^3 psi MPA	70.0 483.0	D1599
Tensile modulus			
Longitudinal	10^6 psi GPa	2.5 17.2	D2105
Circumferential	10^6 psi GPa	3.8 26.2	FGSTM
Compressive strength			
Longitudinal	10^3 psi MPa	24.5 168.9	FGSTM
Compressive modulus			
Longitudinal	10^6 psi GPa	2.6 17.8	FGSTM
Cyclic	10^3 psi MPa	8.0 55.0	D2992(A)
Poisson's Ratio[2]			
ν_{xy}	—	0.16	FGSTM
ν_{yx}	—	0.17	FGSTM

(1) Based on structural wall thickness.

(2) The first subscript denotes the direction of applied stress and the second that of measured contraction
x denotes longitudinal direction.
y denotes circumferential direction.

Bending Radius

Pipe Size		Minimum Bending Radius[1]		Maximum Deflection per 20 ft Joint	Minimum Length Required for 10° Change	
in	mm	ft	m	deg	ft	m
2	50	75	23	15	13	4
3	80	100	38	9	22	7
4	100	150	46	7.5	27	8

(1) At rated pressure. Sharper bends may create excessive stress concentrations. Do not bend pipe until adhesive has cured.

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NOV Fiber Glass Systems

FH3600 September 2012

Dualoy® 3000/LCX Secondary Containment Fittings

Uses and Applications

- Service station product, vent and vapor recovery piping
- Bulk plant terminals and fueling terminals
- Central fuel oil systems
- Marinas and marine terminals (onshore only)
- All underground piping systems requiring UL or ULC Listing for MV, HB, CT and A&M fuels
- Containment piping for all of the above
- Designed for use with pressure, vacuum or hydrostatic monitoring systems

Description

Dualoy 3000/LCX systems employ a coaxial construction for the pipe wall and specially designed primary and containment fittings. The system provides a complete double-wall enclosure for all product, vent and vapor recovery lines. The "LCX" contained system has been designed for providing a compact profile and easy, fast and reliable installation. "LCX" can be installed in either parallel or series patterns, taking advantage, where possible, of the reduced cost and number of buried fittings afforded by the series pattern. See details below.

Features of Dualoy 3000/LCX containment systems include:

- Filament-wound, fiberglass-reinforced pipe with integral liner;
- Compact fittings dimensions to minimize trench excavation;
- Smooth exterior pipe surface that eliminates the need for special end preparation tools;
- Ready accessibility to and complete inspectability of primary fittings prior to closure of the containment;
- Complete testability during installation and at any time thereafter;
- Rapid joint makeup with pre-inserted nuts and ambient cure adhesive.

Listings

Dualoy 3000/LCX is Listed in the United States with Underwriters Laboratories for nonmetallic underground piping for motor vehicle (MV), high blend (HB), concentrated (CT) and aviation and marine (A&M) under File MH9162. Dualoy 3000/LCX pipe and fittings are also Listed with Underwriters' Laboratories of Canada (File CMH715)

Performance

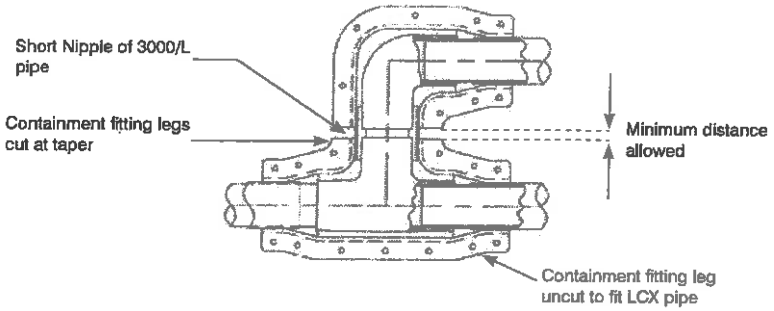
Containment pressure rated to 50 psig

Continuous operating temperatures to 150°F (66°C)

Individual system components may not have the same ratings as the pipe. Refer to the detailed product information for the specific components to determine the pressure rating for the system as a whole.

Piping System Features

Low Profile Crossovers - Dualoy 3000/LCX clamshell fittings are specifically designed to allow the minimum distance between primary fittings to be maintained when crossovers or offsets are needed. The center portion of the fitting is designed to fit the next-size-larger single wall pipe size. When distance between primary fittings is critical, simply cut off the corresponding tapered legs of the clamshell fittings and connect them with single wall pipe. (Reference dimension E on part drawings.) The distance between center lines shown in the drawing below is exactly the same as it would be for a single-wall system.



Dualoy® 3000/L Secondary Containment Pipe and Fittings

Uses and Applications

- Service station product, vent and vapor recovery piping
- Bulk plant terminals and fueling terminals
- Central fuel oil systems
- Marinas and marine terminals (onshore only)
- All piping systems requiring UL or ULC Listing for MV, HB, CT and A&M fuels
- Containment piping for all of the above

Description

Dualoy 3000/L secondary containment systems require pipe one size larger than the primary and specially designed fittings. The system provides complete enclosure of UL- and ULC-Listed Dualoy primary piping used in product lines and vapor recovery lines from the sump at the product storage tank to the shear valve connector at the dispenser, and vent lines from the tank. Dualoy containment systems have been sized for close make-up and ease of installation.

Features of Dualoy 3000/L containment systems include:

- Filament-wound, fiberglass-reinforced pipe with integral liner;
- Compact fittings dimensions to minimize trench excavation;
- Smooth exterior pipe surface that eliminates the need for special end preparation tools;
- Ready accessibility to and complete inspectability of primary fittings prior to closure of the containment;
- Complete testability during installation and at any time thereafter;
- Rapid joint makeup with pre-inserted nuts and ambient cure adhesive.

Listings

Dualoy 3000/L is Listed in the United States with Underwriters Laboratories Standard 971-2004 for nonmetallic underground piping for motor vehicle (MV), high blend (HB), concentrated (CT) and aviation and marine (A&M) fuels for both primary and contained piping systems (File MH9162). Dualoy 3000/L pipe and fittings are also Listed with Underwriters' Laboratories of Canada (File CMH715). In Great Britain the Dualoy/3000L system has been tested and accepted by the London Fire and Civil Defense Authority. Dualoy 3000/L has been issued a Certificate of Compliance to the Institute of Petroleum (IP) Specification by ERA Technology, Ltd.

Performance

Operating pressures to 100 psig
Continuous operating temperatures to 150°F (66°C)
Individual system components may not have the same ratings as the pipe. Refer to the detailed product information for the specific components to determine the pressure rating for the system as a whole.

Secondary employs full-performance pipe — Many contained fuel handling systems employ materials in the secondary that fall far short of the primary piping in regard to chemical resistance and mechanical strength. By contrast, Dualoy 3000/L systems are manufactured with the same high-performance fiberglass-reinforced pipe in the secondary as in the primary. Thus, Dualoy 3000/L containment systems easily withstand both high external loads from backfill and traffic as well as internal pressures as high as 100 psig.

Compact containment fittings — Dualoy 3000/L containment fittings are compact clamshell-type closure pieces. Crossovers can be made with the same centerline-to-centerline dimension as single-wall system.

Piping System Characteristics

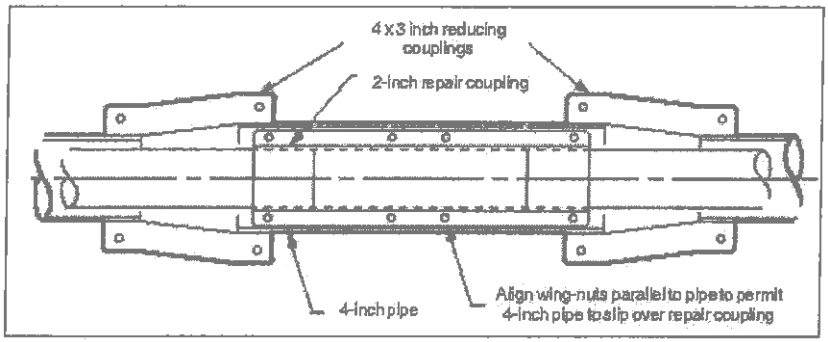
Precision pipe exterior eliminates scarfing — Dualoy pipe is manufactured in a proprietary continuous winding process that provides an extremely precise, consistent outside diameter. Light sanding of the pipe end to remove the surface gloss and obtain a suitable bonding surface is the only end prep required, although the scarfing feature of tapering tools can be used.

Easy containment fitting assembly — Dualoy 3000/L containment fitting clamshells are supplied in matched pairs. One half of each pair is fitted with pre-inserted propeller nuts, allowing the fitting to be assembled from one side, using the bolts provided.

Complete retestability — Dualoy 3000/L containment employs rigid-wall pipe and fittings that maintain their slope during the entire service life of the station. When installed with isolating penetration fittings (see page 3), Dualoy 3000/L containment piping can be repeatedly retested whenever desired.

Convenient repair capability — Contained piping systems are occasionally damaged after installation. Damage is generally caused by paving or excavation operations. Dualoy3000/L contained piping systems are designed so that only the damaged section need be replaced instead of the entire line. The 2-inch Dualoy repair coupling is sized so that it can be contained within 4-inch Dualoy 3000/L containment pipe.

Two-inch primary pipe contained within 3-inch containment pipe can be repaired with a UL-listed 2-inch repair coupling. The containment is restored by replacement of a section of the existing containment pipe with a 4-inch containment nipple. The 4-inch replacement nipple is then joined to the existing containment pipe with Dualoy reducing couplings.

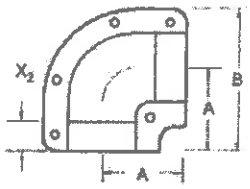


Containment Pipe and Fittings Dimensions

Pipe

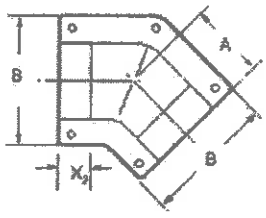
Nominal Pipe Size		A	B	C	X_2	No. of Bolt Holes	Wt
in	mm	in	in	in	in		lb
3	80	3.50	3.32	—	—	—	0.72
4	100	4.50	4.33	—	—	—	1.00
6	150	6.63	6.39	—	—	—	2.10

90° Elbows



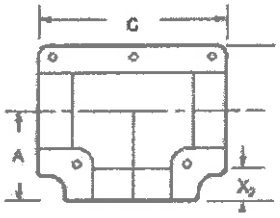
3	80	4.28	7.28	—	1.50	5	1.1
4	100	4.77	8.25	—	1.50	5	1.3
6	150	5.62	10.53	—	2.00	8	1.5

45° Elbows



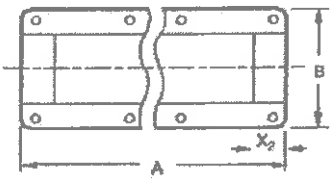
3	80	3.50	6.00	—	1.50	5	0.8
4	100	3.75	7.00	—	1.50	5	1.2
6	150	6.32	9.75	—	2.00	8	1.5

Tees



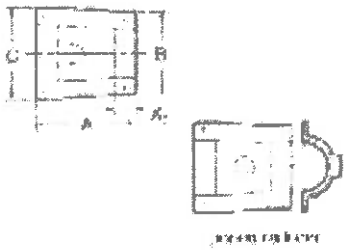
Nominal Pipe Size		A	B	C	X_2	No. of Bolt Holes	Wt.
in	mm	in	in	in	in		lb
3	80	4.28	7.24	8.56	1.50	5	1.2
4	100	4.78	8.25	9.58	1.50	5	1.6
6	150	5.72	10.67	11.65	2.00	6	1.7

Couplings



2	50	14.00	4.00	—	1.50	8	1.3
3	80	14.00	6.00	—	1.50	8	1.7
4	100	14.00	7.00	—	1.50	8	2.0
6	150	5.37	9.75	—	4.00	10	2.0

Reducers, Plain and with ¾ inch NPT Outlet

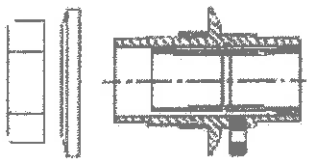


3 x 1½	80 x 40	6.25	4.48	6.10	1.50	4	0.6
3 x 1½	80 x 40	6.25	4.47	6.10	1.50	4	1.1(1)
3 x 2	80 x 50	6.25	4.90	6.10	1.00	4	0.7
3 x 2	80 x 50	6.25	4.90	6.10	1.00	4	1.1(1)
4 x 3	100 x 80	7.00	6.00	7.00	1.50	4	0.9
4 x 3	100 x 80	7.00	6.00	7.00	1.50	4	2.0(1)
6 x 4	150 x 100	7.17	7.62	9.74	2.00	6	1.0

(1) Ported reducer

Sump Penetration Fittings

Sump penetrations are designed for use at turbine sumps and dispenser pans. Plain sump penetration fittings permit the annular space between the primary and secondary lines to communicate with the interior of the sump or pan. Penetration fittings with factory-installed centralizers, sleeve couplings and monitoring ports may be used to isolate the pipe annular space from the sump or pan. When the annular space is so isolated, the secondary containment line can be retested at any time and as often as desired.



North America
17115 San Pedro Ave. Suite 200
San Antonio, Texas 78232 USA
Phone: 210 477 7500

South America
Avenida Fernando Simoes
Recife, Brazil 51020-390
Phone: 55 31 3326 69020

Europe
P.O. Box 6, 4190 CA
Geldermalsen, The Netherlands
Phone: 31 346 587 587

Asia Pacific
No. 7A, Tuas Avenue 3
Jurong, Singapore 639407
Phone: 65 6861 6118

Middle East
P.O. Box 17324
Dubai, UAE
Phone: 971 4881 3566

www.fgspipe.com · fgspipe@nov.com

NOV Fiber Glass Systems

FH3510 March 2013

Dualoy™ 3000/L Fiberglass Pipe

(Product Data)

Applications

- Service Station
- Vent/Vapor Recovery
- Bulk Plant Terminals
- Fueling Terminals
- Central Fuel Oil Systems
- Marinas Terminals
- Ethanol Fuel Blends
- Diesel Exhaust Fluid
- UL/ULC Systems that require MV, HB, CT, A&M Fuels

Materials and Construction

Filament-wound fiberglass reinforced epoxy pipe with integral epoxy liner and exterior coating. When classified in accordance with ASTM D2310 and ASTM D2996, the pipe meets the following cell limits: RTRP 11CXF1-5420. The operating pressure of the pipe is up to 200 psig (13.8 bar) with continuous operating temperature to 150°F (66°C).

Dualoy 3000/L is Listed with Underwriters Laboratories Standard 971-2004 for nonmetallic underground piping for motor vehicle (MV), high blend (HB), concentrated (CT) and aviation and marine (A&M) fuels (File MH9162). Dualoy 3000/L pipe and fittings are also Listed with Underwriters Laboratories of Canada (File CMH 715). In Great Britain the Dualoy 3000/L system has been tested and accepted by the London Fire and Civil Defence Authority. Dualoy 3000/L has been issued a Certificate of Compliance to the Institute of Petroleum (IP) Specification by ERA Technology, Ltd.

Performance

Individual system components may not have the same ratings as the pipe. Refer to the detailed product information for the specific components to determine the pressure rating for the system as a whole.

Fittings

Compression-molded and filament-wound fiberglass reinforced epoxy.

For dimensions of fittings, consult publication Dualoy 3000/L Fittings Dimensions.

Pressure ratings of fittings without UL listing are available on request

Joining System

- **Bell & Spigot** - The primary joining method for fitting joints.

Nominal Dimensional Data

Pipe Size		Inside Diameter		Outside Diameter[1]		Wall Thickness				Capacity		Weight		Max. Deflection per 20 ft Joint	Min. Length Req. for 10° Change		Stiffness Factor[2]	
						Total		Structual										
in	mm	in	mm	in	mm	in	mm	in	mm	gal/ft	l/m	lb/ft	kg/m	deg	ft	m	lb•in²/in²	N•m
2	50	2.21	56	2.37	60	0.080	2.03	0.060	1.5	0.20	2.50	0.47	0.70	15	13	4	45	5.1
3	80	3.32	84	3.50	89	0.085	2.16	0.065	1.6	0.45	5.60	0.72	1.07	9	22	7	75	8.5
4	100	4.33	110	4.50	114	0.087	2.21	0.070	1.8	0.77	2.92	1.00	1.49	7.5	27	8	60	6.8
6	150	6.39	162	6.63	168	0.120	3.10	0.100	2.5	1.67	6.35	2.10	3.13	5	40	12	275	31.1

[1] Typical outside diameters of 2 through 6-inch pipe are within API, ASTM and ANSI fiberglass and steel pipe dimensions.

[2] At 5% deflection.

View of Joint Illustrations (Joint illustration only depicts type of connection available, not type of pipe featured in data sh[illegible])

Bell & Spigot

Typical Pipe Performance

Nominal Pipe Size		Pressure Rating[1]		Ultimate Internal Pressure [1]		Ultimate Collapse Pressure[2]	
in	mm	psig	MPa	psig	MPa	psig	MPa
2	50	200	2.07	3200	22.1	153	1.05
3	80	200	1.38	2400	16.5	90	0.62
4	100	175	1.21	2000	13.8	39	0.27
6	150	175	1.21	2000	13.8	38	0.26

[1] At 80°F (27°C).

[2] At 80°F (27°C). For continuous service do not exceed 75% of these values.

Typical Mechanical Properties

Pipe Property[1]			Method
Tensile Strength			
Longitudinal	35,000 psi	241.3 MPa	ASTM D2105
Circumferential	70,000 psi	482.7 MPa	ASTM D1599
Poisson's Ratio ν_{ba}[2] - ν_{ba}[3]	0.16 - 0.26		FGSTM
Tensile Modulus			
Longitudinal	25,000 psi	172.4 Mpa	ASTM D2105
Circumferential	38,000 psi	262.0 MPa	FGSTM
Compressive Strength			
Longitudinal	24,500 psi	168.9 MPa	FGSTM
Compressive Modulus			
Longitudinal	26,000 psi	179.3 MPa	FGSTM
Cyclic	8,000 psi	55.2 MPa	ASTM D2992 Procedure A

Typical Physical Properties

Pipe Property	Value	Value	Method
Thermal Conductivity	1.7 BTU-in/hr-ft²-°F	7.6 W/m-°C	ASTM C177
Thermal Expansion	8.5 x 10^{-6} in/in °F	15.3 x 10^{-6} cm/cm °C	ASTM D696
Friction Factor	Hazen-Williams 150.0		-
Absolute Roughness	0.00021 in	0.00053 mm	
Specific Gravity	1.8		ASTM D792
Barcol Hardness	65.0 (Impressor 934-1)		ASTM D2583

[1] Based on structural wall thickness.

[2] ν_{hL} = The ratio of axial strain to hoop strain resulting from stress in the hoop direction.

[3] ν_{ah} = The ratio of hoop strain to axial strain resulting from stress in the axial direction.

Pipe Length

Size		Standard		Random	
in	mm	ft	m	ft	m
2-6	50-150	20	6.1	17-21	5.2 - 6.4

Minimum Bending Radius

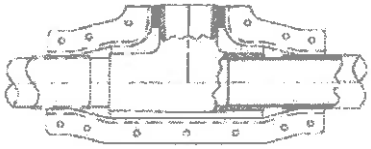
Size		Minimum Bending Radius[1]	
in	mm	ft	m
2	50	75	23
3	80	100	38
4	100	150	46
6	150	200	61

[1] At rated pressure. Sharper bends may create excessive stress concentrations. Do not bend pipe until adhesive has cured.

Fiber Glass Systems
17115 San Pedro Avenue, Ste 200
San Antonio, Texas 78232 USA
Phone: 210 477 7500
Fax: 210 477 7560

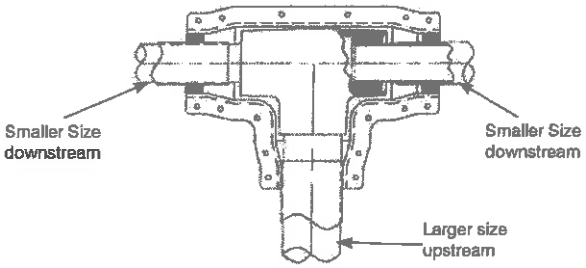
FH3500ENG August 2016

Branch Termination for Series Installation - Dualoy 3000/LCX piping can be installed in series with the pipe coming in on one side of the sump and exiting the other side. To maintain the containment continuity through the sump, the system can be configured with a termination ring on the branch of the tee or leg of an elbow. To do this, the tapered portion of the clamshell fitting leg is cut off and a termination ring is bonded between the primary fitting and the clamshell. A bushing or pipe nipple can be bonded into the primary bell as needed.



Size Reductions - For large systems where larger diameter trunk lines are used, pipe diameter reductions are easily made with the Dualoy 3000/LCX system at fittings. Single piece bushings are used in the primary fitting to reduce the primary pipe size. The containment pipe size is reduced by bonding a 2-piece reducer ring between the clamshell and the smaller pipe jacket. No cutting of clamshell fitting tapers is involved.

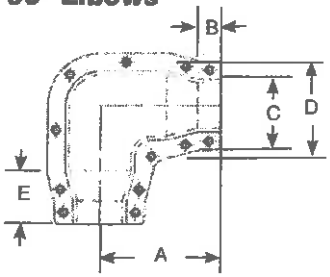
Size reduction can be done on any fitting leg or legs (as on a tee).



Continuous Monitoring - The Dualoy 3000/LCX system has exceptional performance in continuously monitored systems. Due to its small interstitial space, it is very reliable in detecting leaks in systems monitored by pressure, vacuum or hydrostatic methods. False alarms are eliminated by the lesser sensitivity to external conditions while detection capability of actual leaks is increased. Consult NOV Fiber Glass Systems Engineering for details and design of monitoring methods.

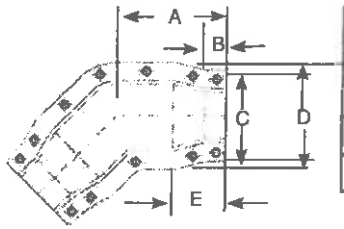
LCX Fittings Dimensions

90° Elbows



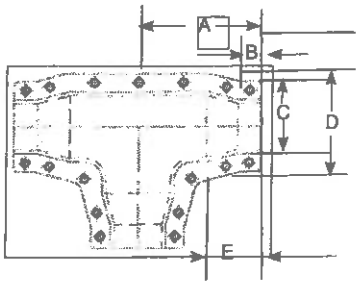
Size		A	B	C	D	E	Weight
(in)	(mm)						lbs
2	50	6.88	1.34	5.12	6.04	3.00	3.55
3	80	7.75	1.38	6.32	7.13	3.00	4.70
4	100	8.75	1.35	7.23	9.19	3.50	7.50

45° Elbows



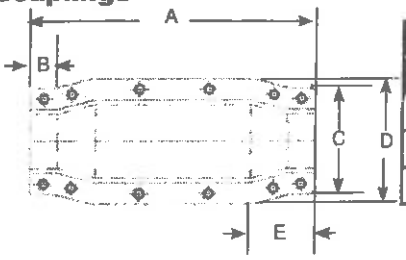
Size		A	B	C	D	E	Weight
(in)	(mm)						lbs.
2	50	6.25	1.34	5.12	6.04	3.00	3.30
3	80	6.75	1.38	6.32	7.13	3.00	4.15
4	100	7.50	1.35	7.23	9.19	3.50	6.50

Tees



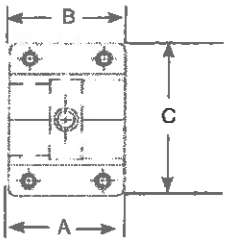
Size		A	B	C	D	E	Weight
(in)	(mm)						lbs.
2	50	6.88	1.34	5.12	6.04	3.00	4.30
3	80	7.75	1.38	6.32	7.13	3.00	6.00
4	100	8.75	1.35	7.23	9.19	3.50	9.95

Containment-Couplings



Size		A	B	C	D	E	Weight
(in)	(mm)						lbs.
2	50	13.50	1.34	5.12	6.04	3.00	3.12
3	80	12.81	1.38	6.32	7.13	3.00	2.95
4	100	12.25	1.38	7.23	9.19	3.50	3.44

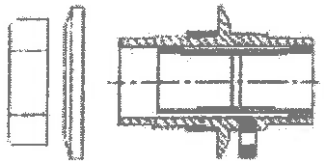
Termination



Size		A	B	C	Weight
(in)	(mm)				lbs.
2	50	3.75	1.34	5.12	1.00
3	80	3.75	1.38	6.32	1.35
4	100	3.75	1.35	7.23	1.45

Sump Penetration Fittings

Sump penetration fittings (SPF) can be used on straight sumps. Dualoy 3000/LCX pipe can pass through or be terminated at the SPF. Ends are closed by bonding half-sections of 2-inch coupling clamshells between the SPF and the pipe jacket. Shrader valves can be supplied for testing or monitoring. SPF is not open to mid-wall of double wall sump, as provided. Field drilling of SPF body near flange can be done to open interstice between SPF and pipe to sump interstice.



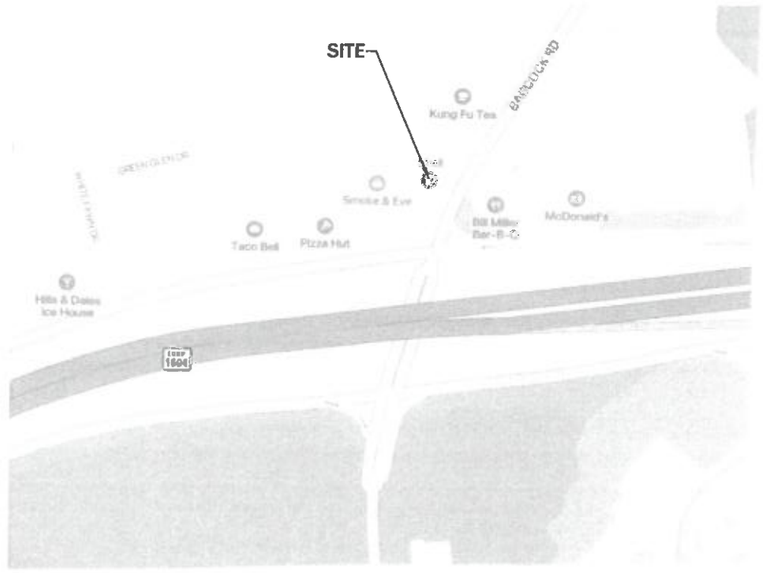
Attachment F

TERTIARY CONTAINMENT METHOD

The UST system will consist of one 12,000 gallon Xerxes triple wall tank and two 6,000 gallon Xerxes triple wall tanks. The associated piping will be triple wall consisting of Dualoy 3000/LCX coaxial piping for the primary and secondary containment and Dualoy 3000/L piping for the tertiary containment.

Attachment H

- **Drawings**
- **Specifications**



UNDERGROUND STORAGE TANK SYSTEM
FOR

EZ MART 4388
15503 BABCOCK RD
SAN ANTONIO, TX 78255
TCEQ FAC. NO. 36423
TCEQ RN102357027
TCEQ CN605529908
EA FACILITY NO: S100-035
EA ENTITY NO: E111-698

SITE LOCATION MAP

LIST OF DRAWINGS

BY:

BANESTER ENGINEERING CONSULTANTS, LTD.
28070 SMITHSON VALLEY RD., SAN ANTONIO, TX 78261
PHONE (210) 771-8154
TX FIRM NO. F-9126

STATE OF TEXAS
DAVID ASVESTAS
79924
LICENSED
PROFESSIONAL ENGINEER
12/19/24

NOVEMBER 4, 2024

SITE MANAGER: DA	CHECKED BY: JLA
DRAWN BY: DA	DRAWING DATE: 11/4/24
SCALE: N.T.S.	TX FIRM NO. F-9126
CAD FILE NAME: cover	PROJECT NO.: 24-1873

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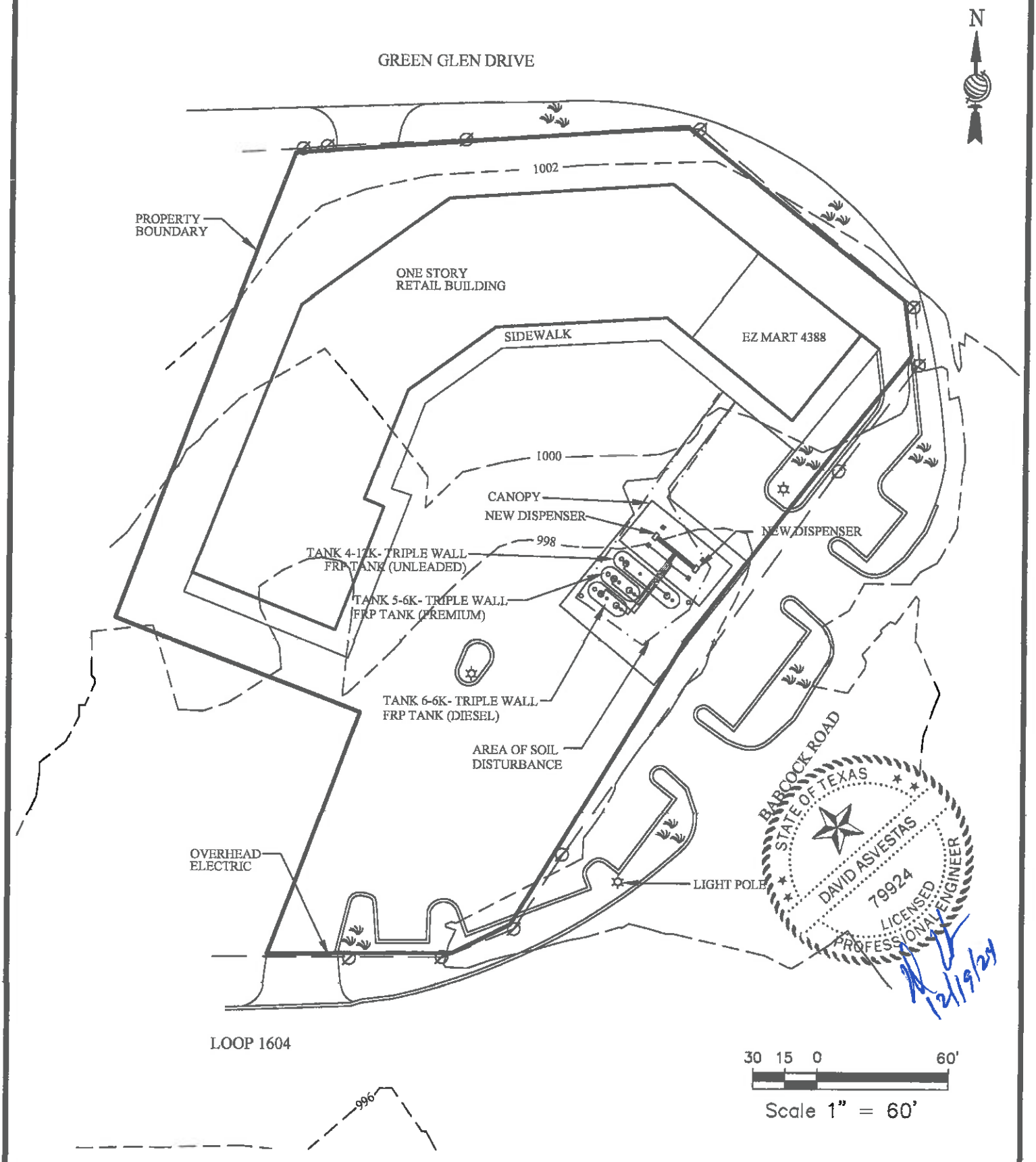
FIGURE 1
EZ MART 4388 UST SYSTEM
EZ MART 4388
15503 BABCOCK RD., SAN ANTONIO, TX 78255



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SCALE: 1" = 60'	TX FIRM NO. F-9126
CAD FILE NAME: FIG2	PROJECT NO.: 24-1873

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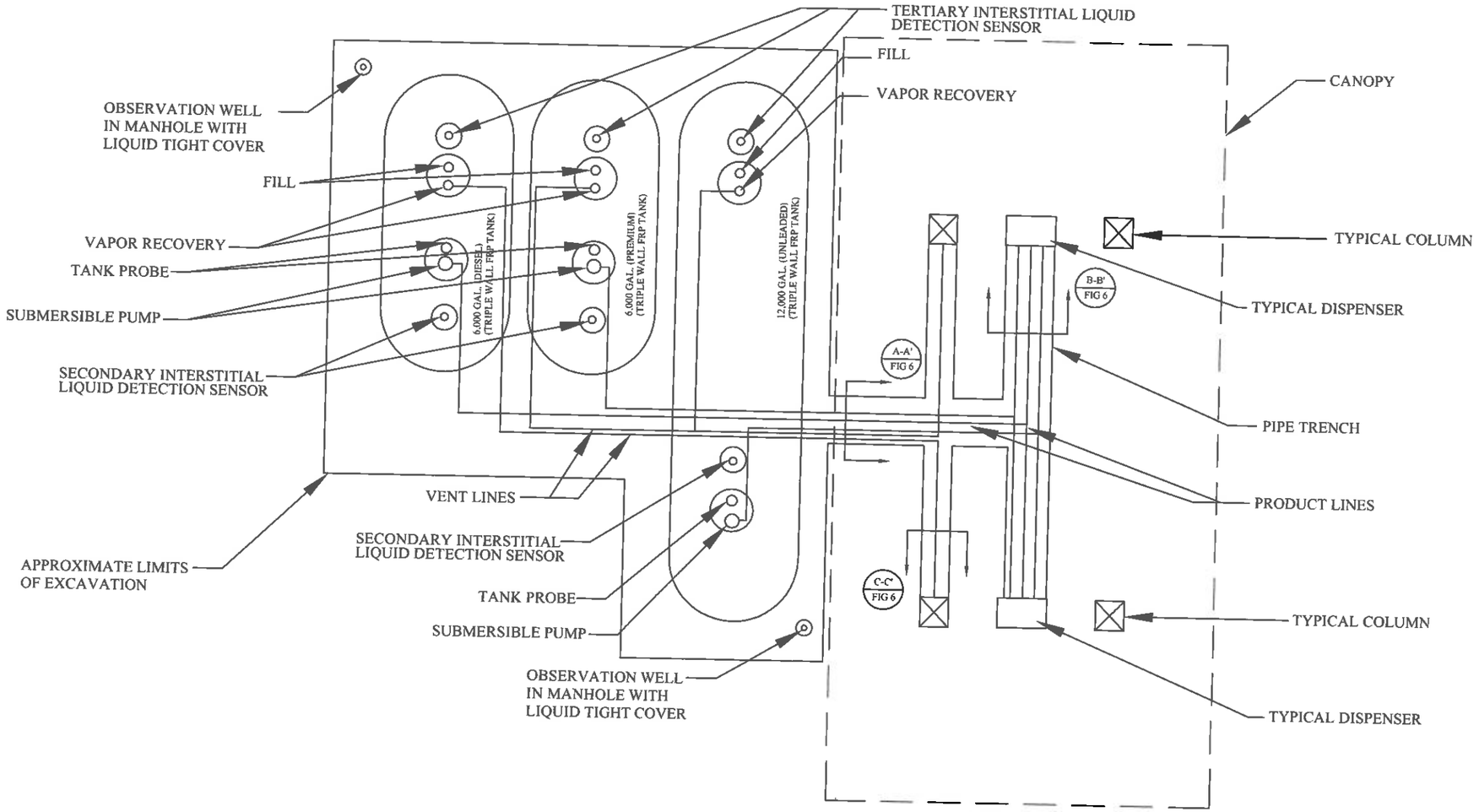
FIGURE 2

SITE PLAN OF NEW UST SYSTEM

EZ MART 4388
15503 BABCOCK RD., SAN ANTONIO, TX

NOTES:

1. THE UST SYSTEM SHALL COMPLY WITH ALL TECHNICAL REQUIREMENTS OF TCEQ CHAPTER 334 SUBCHAPTER C, TECHNICAL STANDARDS 334.41 THROUGH 334.56. THESE TECHNICAL REQUIREMENTS TAKE PRECEDENCE OVER MANUFACTURERS SPECIFICATIONS AND INSTRUCTIONS AND NATIONALLY RECOGNIZED ASSOCIATIONS OR INDEPENDENT TESTING LABORATORY.
2. THE UST CONTRACTOR SHALL INSTALL THE UST SYSTEM IN ACCORDANCE WITH THE TCEQ TECHNICAL STANDARDS AND MANUFACTURERS SPECIFICATIONS/INSTRUCTIONS.
3. THE UST SYSTEM SHALL BE INSTALLED IN COMPLIANCE WITH THE PROVISIONS OF ONE OF THE FOLLOWING STANDARDS: PEI PUBLICATION RP-100, API PUBLICATION 1615, NFPA STANDARD 30, OR ANY OTHER CODE OR STANDARD OF PRACTICE DEVELOPED BY A NATIONALLY RECOGNIZED ASSOCIATION OR INDEPENDENT TESTING LABORATORY THAT HAS BEEN REVIEWED AND DETERMINED BY THE AGENCY TO BE PROTECTIVE OF HUMAN HEALTH AND SAFETY.
4. THE DEPTH OF THE TANK EXCAVATION WILL BE SUFFICIENT TO ACCOMMODATE PIPING FALL REQUIREMENTS,TANK DIAMETER, BEDDING, AND A MINIMUM COVER OF THREE FEET.
5. THE TANK BEDDING THICKNESS WILL BE 12 INCHES AND CONSIST OF CRUSHED ROCK FOR COMPLIANCE WITH THE MANUFACTURERS SPECIFICATIONS.
6. CRUSHED ROCK WILL BE UTILIZED AS THE BACKFILL MATERIAL.
7. OVERFILL PREVENTION VALVE POSITIONED AT 95% CAPACITY. OVERFILL AUDIBLE AND VISUAL ALARM POSITIONED AT 90 % CAPACITY.
8. CONTRACTOR SHALL BE CERTIFIED BY THE MANUFACTURER FOR INSTALLATION OF THEIR SPECIFIC PRODUCT.



4 2 0 8

Scale 1" = 8'

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DRAWN BY: DA	DRAWING DATE: 11/4/24
SCALE: 1"=8'	TX FIRM NO. F-9126
CAD FILE NAME: FIG3	PROJECT NO.: 24-1873

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STATE OF TEXAS
DAVID ASVESTAS
79924
LICENSED PROFESSIONAL ENGINEER
12/19/24

FIGURE 3

UST SYSTEM LAYOUT

EZ MART 4388
15503 BABCOCK RD., AN ANTONIO, TX

NOTES:

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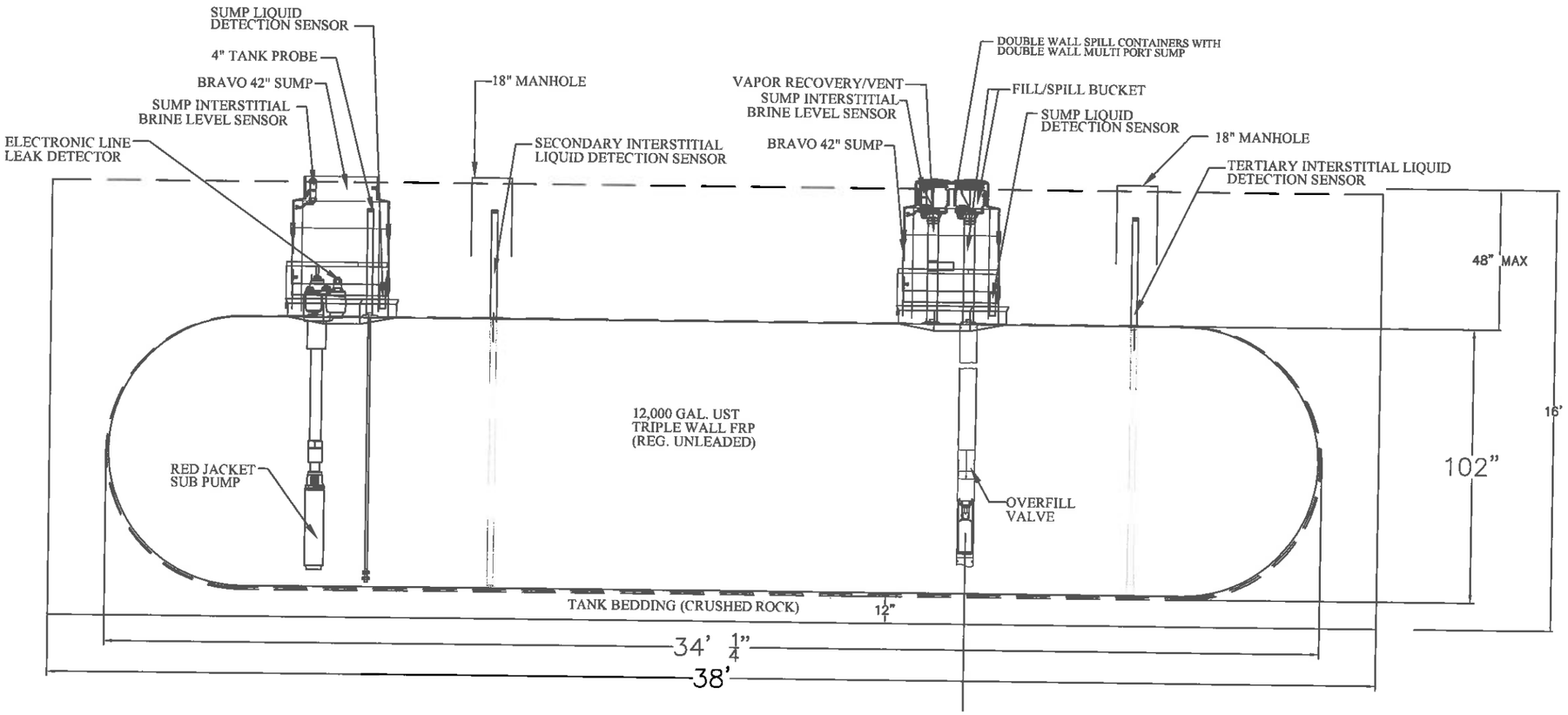
4. THE DEPTH OF THE TANK EXCAVATION WILL BE SUFFICIENT TO ACCOMMODATE PIPING FALL REQUIREMENTS,TANK DIAMETER, BEDDING, AND A MINIMUM COVER OF THREE FEET.
5. THE TANK BEDDING THICKNESS WILL BE 12 INCHES AND CONSIST OF CRUSHED ROCK FOR COMPLIANCE WITH THE MANUFACTURERS SPECIFICATIONS.
6. CRUSHED ROCK WILL BE UTILIZED AS THE BACKFILL MATERIAL.
7. OVERFILL PREVENTION VALVE POSITIONED AT 95% CAPACITY. OVERFILL AUDIBLE AND VISUAL ALARM POSITIONED AT 90 % CAPACITY.
8. CONTRACTOR SHALL BE CERTIFIED BY THE MANUFACTURER FOR INSTALLATION OF THEIR SPECIFIC PRODUCT.



SITE MANAGER: DA	CHECKED BY: JLA
DRAWN BY: DA	DRAWING DATE: 11/4/24
SCALE: N.T.S.	TX FIRM NO. F-9126
CAD FILE NAME: FIG4	PROJECT NO.: 24-1873

BANESTER ENGINEERING

FIGURE 4

12,000 GAL. UST PROFILE VIEW

EZ MART 4388
15503 BABCOCK RD., SAN ANTONIO, TX

NOTES:

1. THE UST SYSTEM SHALL COMPLY WITH ALL TECHNICAL REQUIREMENTS OF TCEQ CHAPTER 334 SUBCHAPTER C, TECHNICAL STANDARDS 334.41 THROUGH 334.56. THESE TECHNICAL REQUIREMENTS TAKE PRECEDENCE OVER MANUFACTURERS SPECIFICATIONS AND INSTRUCTIONS AND NATIONALLY RECOGNIZED ASSOCIATIONS OR INDEPENDENT TESTING LABORATORY.
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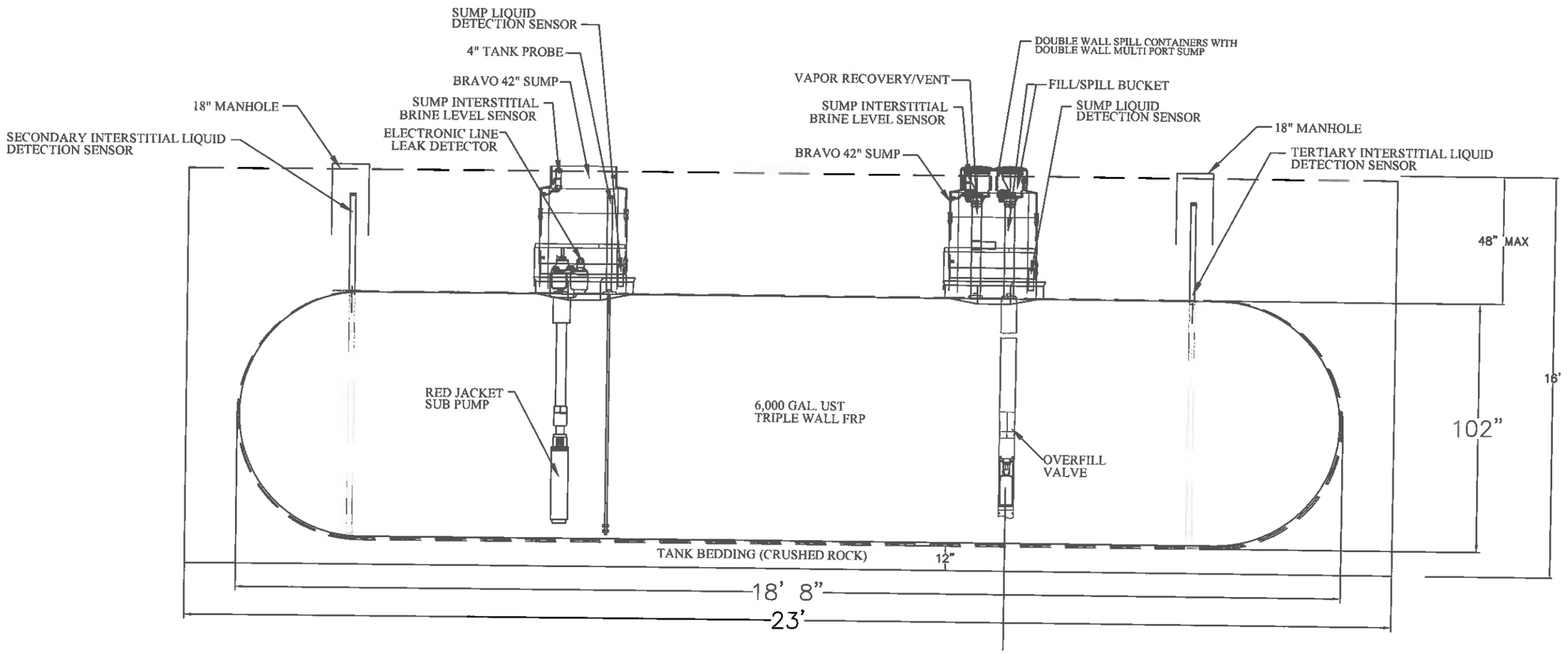
8. CONTRACTOR SHALL BE CERTIFIED BY THE MANUFACTURER FOR INSTALLATION OF THEIR SPECIFIC PRODUCT.



STATE OF TEXAS
DAVID ASVESTAS
79924
LICENSED PROFESSIONAL ENGINEER
12/19/24

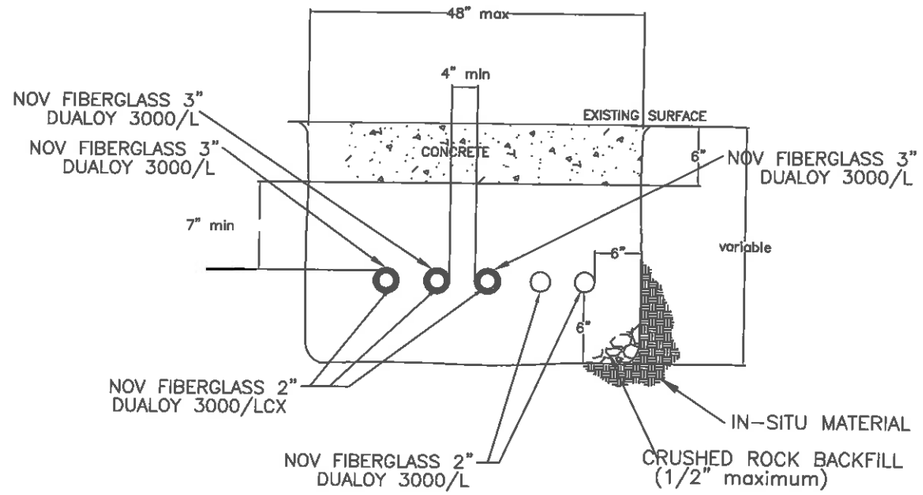
SITE MANAGER: DA	CHECKED BY: JLA
DRAWN BY: DA	DRAWING DATE: 11/4/24
SCALE: N.T.S.	TX FIRM NO. F-9126
CAD FILE NAME: FIG5	PROJECT NO.: 24-1873

BANESTER ENGINEERING

FIGURE 5

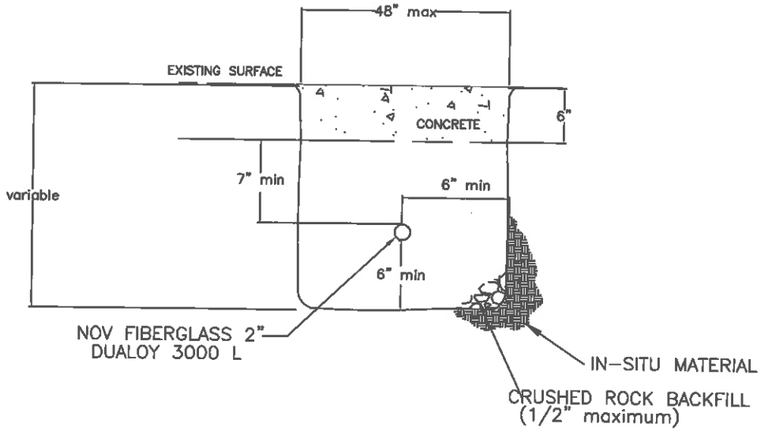
6,000 GAL. UST PROFILE VIEW

EZ MART 4388
15503 BABCOCK RD., SAN ANTONIO, TX



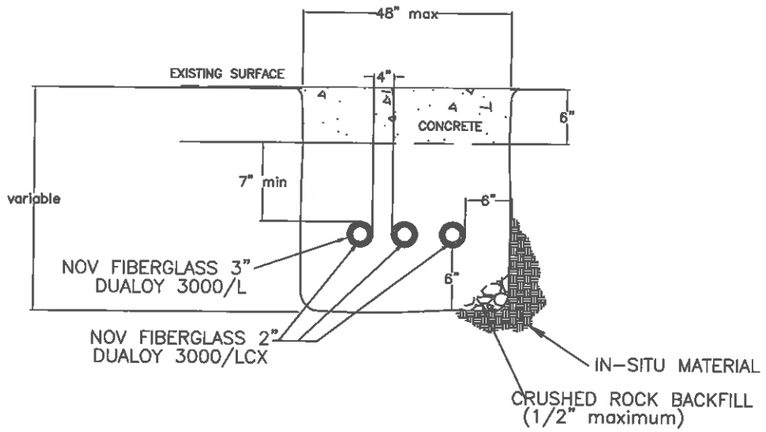
PIPE CROSS-SECTION A-A'

NTS



VENT PIPE CROSS-SECTION C-C'

NTS



PRODUCT PIPE CROSS-SECTION B-B'

NTS

EQUIPMENT SCHEDULE

GILBARCO VEEDER-ROOT · A&A PUMP CO. · GASBOY

5747 Dietrich Rd.
San Antonio, Texas 78219
210-226-1191
aapumpco.com

Qty.	Description	Model
1	Xerxes 12,000 gal. Triple Wall Tank	
2	Xerxes 6,000 gal. Triple Wall Tank	
6	Bravo 42" Doublewall Split Piping Sumps	B401-DB-XT
2	Bravo DW Deep Dispenser Containments	B-800-BD-AB-E0
10	Bravo F-Series Rigid Entry Fittings	F-32-TS-DB
6	Bravo F-Series Conduit Entriy Fittings	F-17-RR
Required	Dualoy 3000/LCX rigid fiberglass coaxial piping	2" Primary & Secondary DW Pipe
Required	Dualoy 3000/L	3" Triplewall Pipe
Required	Nov Fiberglass Single Wall & Double Wall Fittings	Dualloy
6	OPW 10 Plus Double Poppet Emergency Shear Valve	10P-0152
3	Red Jacket Submersible Pumps	410142-002
6	OPW 5 Gallon Doublewall Spill Containments	1SC-31120
3	OPW Positive Flow Shut -Off Overfilll Valves	71SO-4010
3	OPW Extractor Tee's 4" x 4" x 2"	233-4422
2	OPW Vapor Adapters	1611AV-1620
1	OPW Pressurized Vent Cap (Gasoline)	523V-1100
1	OPW Non-Presurized Vent Cap (Diesel)	113-0066
3	Flexing 2" Flexible Connectors	FF20x12HMXM346
6	Flexing 1 1/2" Flexible Connectors	FF15x15HMXM346
	LEAK DETECTION	
1	Veeder-Root TLS 450 Plus Leak Detection Console	860091-301
3	Mag Plus Tank Probes (Inventory)	846390-110
2	4" Float Kits (Gasoline)	886100-000
1	4" Float Kit (Diesel)	846400-001
3	Cap & Ring Kits	312020-952
8	Sump Float Sensors	794380-208
8	DW Sump Sensors	794380-304
6	DW FRP Tank Interstitial Sensor	794380-409
3	Electronic Line Leak Detectors (DPLLD)	859080-001

STATE OF TEXAS · DAVID ASVESTAS · 79924 · LICENSED PROFESSIONAL ENGINEER

12/9/24

NOTES:
1. PIPING MUST BE SLOPED MINIMUM ⅛" PER FOOT BACK TOWARDS THE TANK. SUPPORT PIPE PROPERI PREVENT LOW POINTS.
2. SIX INCHES OF FILL (CRUSHED ROCK) MUST BE PLACED UNDER THE PIPE AS BEDDING MATERIAL.
3. THE MINIMUM BURIAL DEPTH IS BASED ON SOIL MODULUS OF 1000 PSI OR HIGHER.
4. ALL PIPING, SUMPS, FITTINGS, ETC. MUST BE INSTALLED IN ACCORDANCE WITH THE TCEQ CHAPTER SUBCHAPTER C TECHNICAL STANDARDS 334.41 THROUGH 334.56 AND THE MANUFACTURERS INSTALLA SPECIFICATION REQUIREMENTS.
5. CONTRACTOR SHALL OBTAIN ALL MANUFACTURER CERTIFICATIONS AS REQUIRED FOR INSTALLATION SYSTEM.

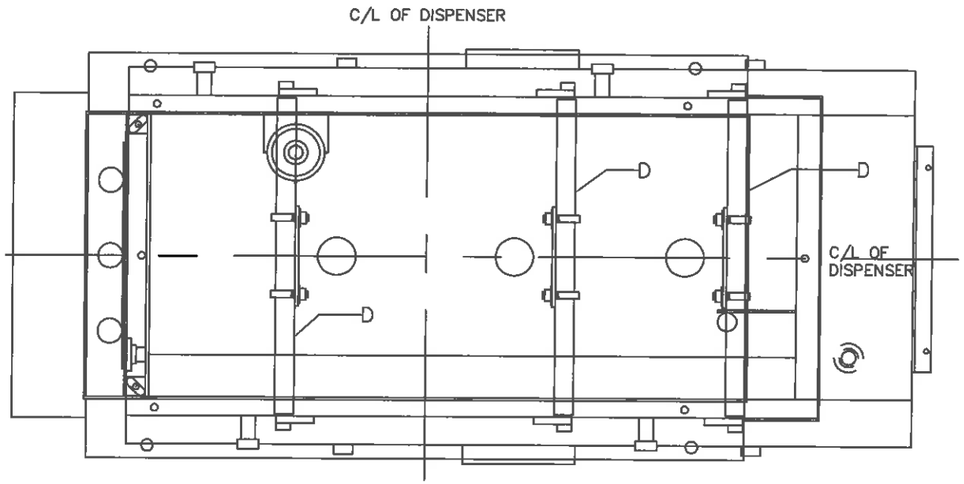
SITE MANAGER: DA	CHECKED BY: JLA
DRAWN BY: DA	DRAWING DATE: 11/4/24
SCALE: N.T.S.	TX FIRM NO. F-9126
CAD FILE NAME: FIG7	PROJECT NO.: 24-1873

BANESTER ENGINEERING

FIGURE 6

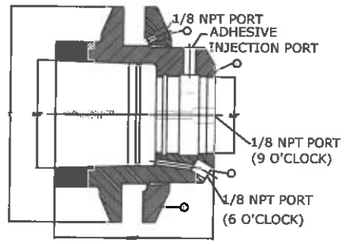
MISCELLANEOUS DETAILS & EQUIPMENT SCHEDULE

EZ MART 4388
15503 BABCOCK RD., SAN ANTONIO, TX



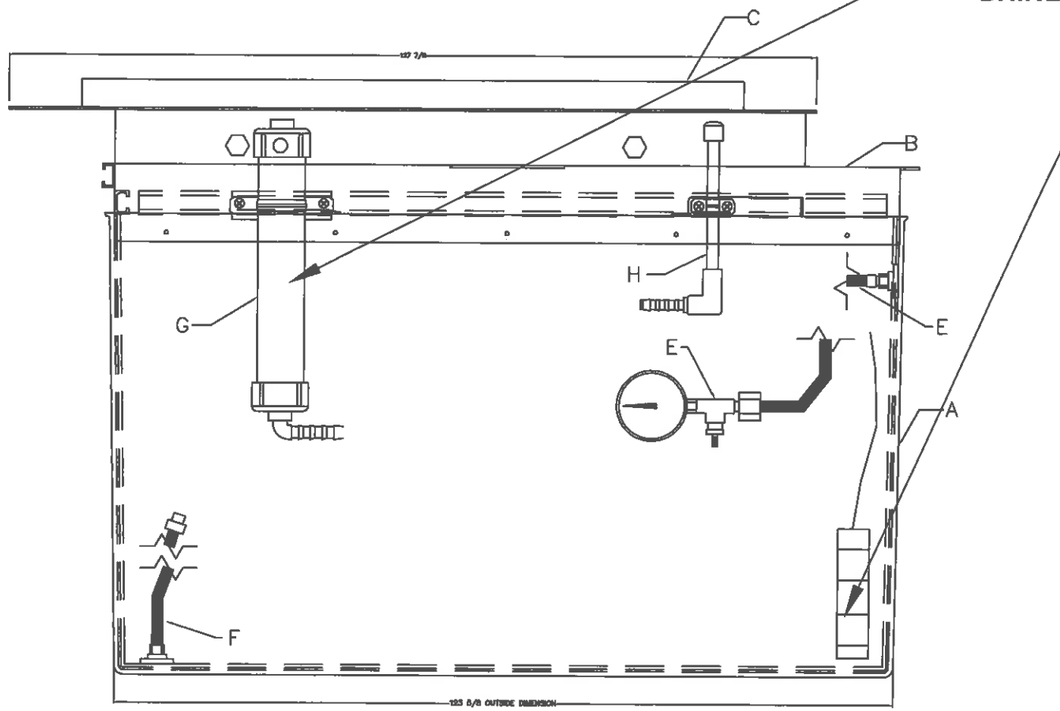
TOP VIEW

3" x 2"



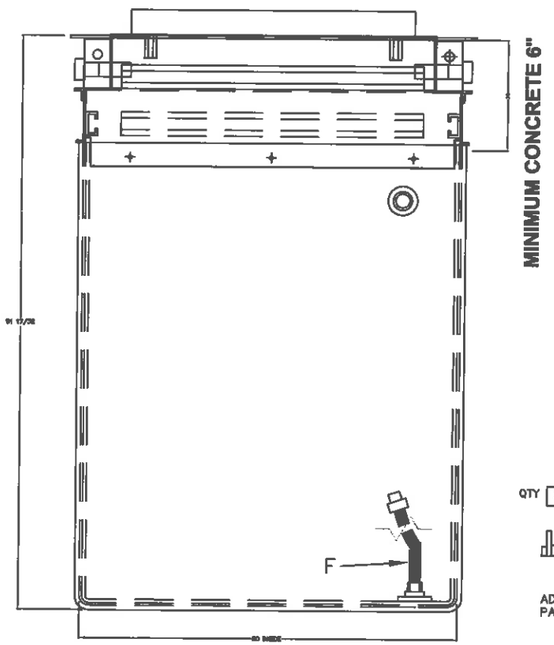
BILL OF MATERIALS		
NO.	QTY	PART DESCRIPTION
A	1	F-32-TS-T-MP FITTING BODY W/ TEST PORT
B	1	FLANGE 4-1/2" WITH TEST PORT
C	1	1/8 NPT SCHRADER ASSEMBLY
D	2	1/8 NPT BRASS PIPE PLUG

BRAVO F-SERIES RIGID ENTRY FITTING



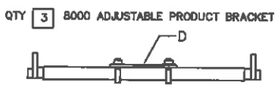
FRONT VIEW

BRAVO DISPENSER CONTAINMENT



LEFT SIDE VIEW

BILL OF MATERIALS		
NO.	QTY.	PART DESCRIPTION:
A	1	DOUBLEWALL FRP BOX 41-1/2Lx20Wx24-1/2D
B	1	B8000 MIDFRAME LARGE – EO
–	4	1/2"x1-1/4" WELDED COUPLING NUTS
C	1	FXXX UPPER FRAME CUSTOMIZED TO DISPENSER
–	4	ANCHOR BOLTS
–	1	VULKEM SEALANT
D	3	BRACKET 8000 ADJ VARIES PER DISPENSER
E	1	GUAGE ASSEMBLY (BOX)
F	1	TUBING ASSEMBLY
G	1	EXTENDED MANOMETER ASSEMBLY
H	1	ATMOSPHERIC MANOMETER ASSEMBLY
J	2	INTERSTITIAL FLUID (1 GAL.)



ADJUSTABLE VAPOR BRACKET NOT INCLUDED
PART NO: BRKT-B2

STATE OF TEXAS
DAVID ASVESTAS
79924
LICENSED PROFESSIONAL ENGINEER
12/19/24

SITE MANAGER: DA	CHECKED BY: JLA
DRAWN BY: DA	DRAWING DATE: 11/4/24
SCALE: N.T.S.	TX FIRM NO. F-9126
CAD FILE NAME: FIG7	PROJECT NO.: 24-1873

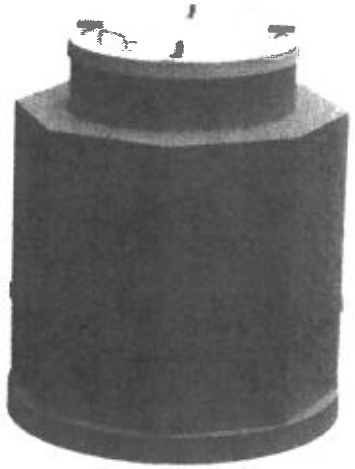
BANESTER ENGINEERING

FIGURE 7

MISCELLANEOUS DETAILS

EZ MART 4388
15503 BABCOCK RD., SAN ANTONIO, TX

Doublewall Collar-Mount Tank Sumps with Lids



Product Shown
B421-60-D-01

SIZES

- 42" or 48" diameter
- 32" or 36" reducer

*See page 2 for dimension drawing and dimension chart

MATERIAL

- Fiberglass

About the Doublewall Collar-Mount Tank Sumps with Lids

The octagon-shaped collar-mount doublewall tank sump is ideally configured for piping laid out in 45- and 90-degree angles. It is field height-adjustable and features a pour channel that makes for a simple PC slurry pour to join the sump base and top hat. It comes standard with a snap-lock lid with vertical O-ring seal to make it watertight with other available lid options. It is VPH compliant and can be laminated on to doublewall collars. When using Bravo doublewall collars with a pour channel, no field lamination is needed. It ships under 20" HG vacuum to ensure wall integrity.

Bravo Solution Center
Call or Text (323) 541-3851
orders@sbravo.com

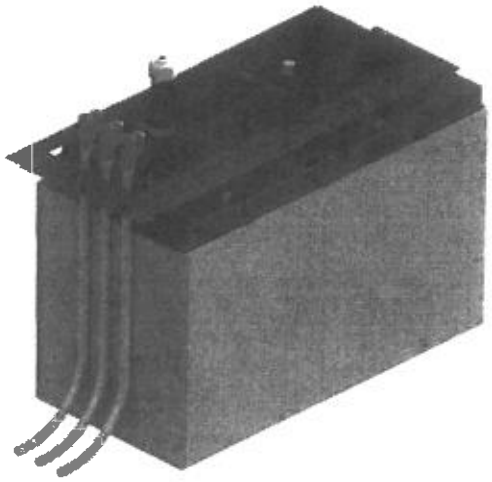
SPECIFICATIONS

- Quality FRP construction
- Split configuration is height-adjustable
- Fuel compatible resin doesn't require gel coat
- Doublewall is suitable for constant monitoring – triennial testing exempt
- 30-year corrosion warranty
- UL2447 listed

LISTED
UL 2447

VPH B8000 Series Doublewall UDC

UDC SUMPS



Product Shown
B8380-D30

SIZES

- 20" width at base

**See page 2 for dimension drawing and dimension chart*

MATERIAL

- Tank-spec doublewall fiberglass
- Epoxy coated galvannealed steel
- Doublewall construction allows for constant monitoring

About the VPH B8000 Doublewall UDC

The B8000 Series Doublewall VPH UDCs are available in models for almost all existing dispensers. All metal work is galvannealed and epoxy coated for superior corrosion resistance. This series ships under a continuous 20" Hg vacuum test.

SPECIFICATIONS

- Doublewall construction allows for constant monitoring – triennial testing exempt
- Compact design ideal for parallel/manifold piping systems and narrow islands
- Electrical offset frame eliminates the need for conduit penetrations
- Interstice can be monitored hydrostatically or with vacuum
- Interchangeable upper frame for future dispenser upgrades without breaking concrete
- 30-year corrosion warranty
- UL2447 listed

LISTED
UL 2447

Bravo Solution Center
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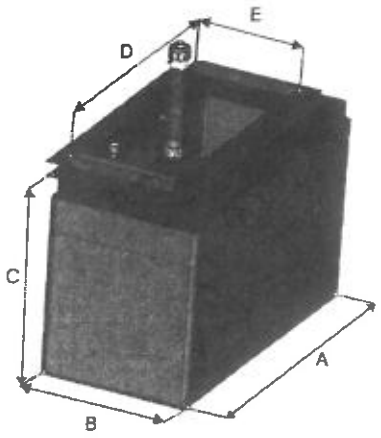
VPH B8000 Series Doublewall UDC Dimensions

UDC SUMPS



VPH B8000 Series Doublewall

Dispenser Model	Part #	A	B	C	D	E
Gilbarco Encore 300, 500, 700	B8380-D30	41"	20"	30"	36"	15.25"
Wayne Ovation (3+0) (3+1) up to 3 inlets	B8250-D30	41"	20"	30"	35"	14.75"
Wayne Helix Wide Frame	B8256-D30	41"	20"	30"	40"	15"
Wayne Helix Narrow Frame	B8242-D30	29"	20"	30"	40.5"	15"
Wayne Ovation High-speed Diesel/Ovation HL Series	B8254-D30	41"	20"	30"	40.5"	14.75"
Wayne Ovation High-speed Diesel/Ovation HS Series	B8257-D30	29"	20"	30"	28.5"	14.75"
Wayne Reliance Select	B8210-D30	29"	20"	30"	27.25"	15"
Gasboy Atlas K or KX	B8670-D30	25.5"	20"	30"	23"	11.5"
Gasboy Twin Cabinet AX or QX	B8635-D30	25.5"	20"	30"	22.75"	12.5"
Bennett 3000 Big Fueler	B8430-D30	25.5"	20"	30"	23"	12.25"

Bracket and Kits for B8000 Two-Piece

Stabilizer Bar and Bracket Assembly		
All Dispensers with B8000 series	BK-8000	Boss-mount bracket and stabilizer bar assembly with hardware.
Bracket for Vapor valve	BK-B2	X and Y Axis Adjustable stabilizer bracket for Vapor Valve

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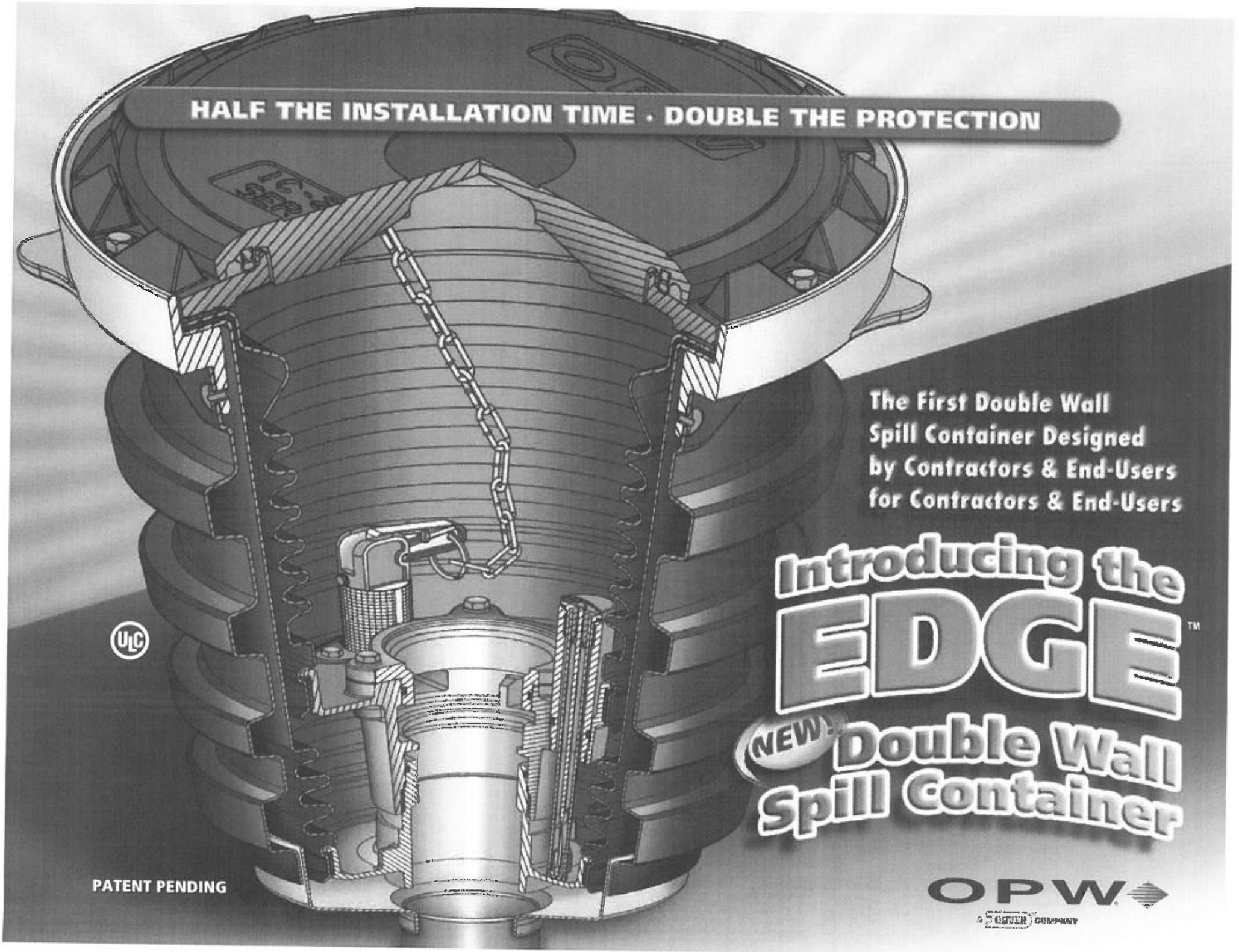
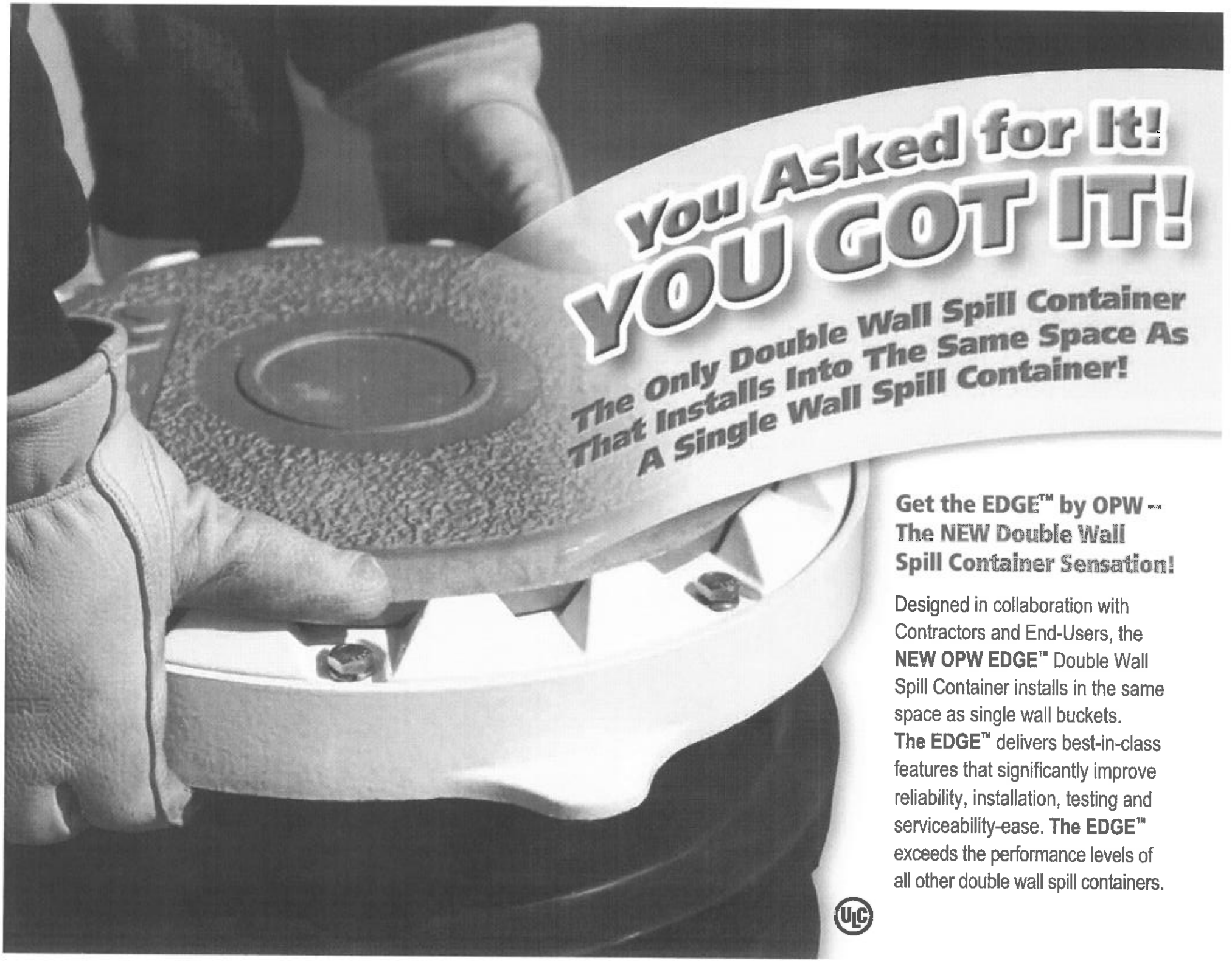
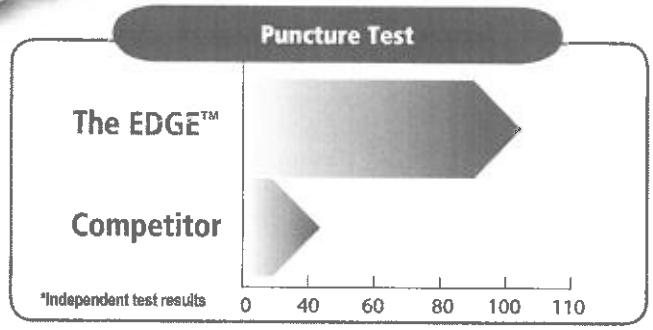
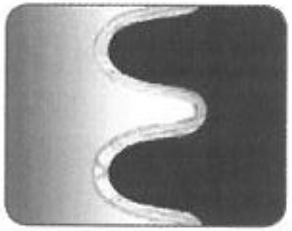
UL LISTED
UL 2447


HALF THE INSTALLATION TIME · DOUBLE THE PROTECTION
The First Double Wall
Spill Container Designed
by Contractors & End-Users
for Contractors & End-Users
Introducing the
EDGE™
NEW!
Double Wall
Spill Container
PATENT PENDING
OPW
A DOVER COMPANY

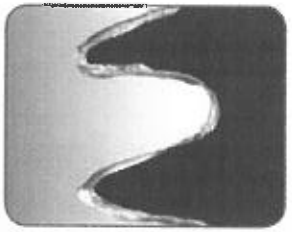

You Asked for It!
YOU GOT IT!
The Only Double Wall Spill Container
That Installs Into The Same Space As
A Single Wall Spill Container!
Get the EDGE™ by OPW --
The NEW Double Wall
Spill Container Sensation!
Designed in collaboration with Contractors and End-Users, the NEW OPW EDGE™ Double Wall Spill Container installs in the same space as single wall buckets. The EDGE™ delivers best-in-class features that significantly improve reliability, installation, testing and serviceability-ease. The EDGE™ exceeds the performance levels of all other double wall spill containers.

GET THE Reliability EDGE™



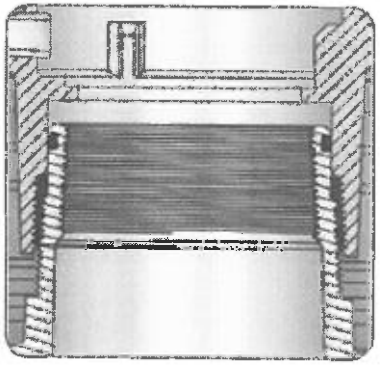


The EDGE™ roto-molded bellows



Competitor's blow-molded bellows

Cross section shows the thread-on base design



Superior Thread-On Base Design

- The EDGE™ features thread-on bases on both the primary and secondary spill buckets. This offers leak-free integrity over the competition's slip-on buckets, especially in the event of ground movement.

Quality of Materials

- Special roto-molded primary and secondary bucket construction ensures thicker walls for greater durability and reliability. Superior design over thin-walled, blow-molded buckets typically found in competitive units.
- Integral seals on both primary and secondary buckets provide for superior sealing quality and reliability.
- The specially designed, ductile iron mounting ring provides superior reliability and damage protection against traffic drive-over and snow plows.

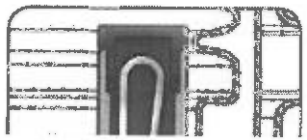
Corrosion-Resistant Polyethylene Skirt

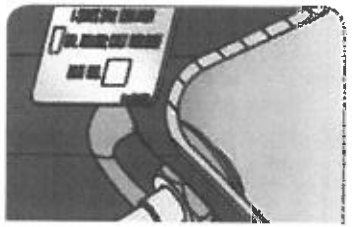
- Unique ribbed skirt design provides increased rigidity for added durability.
- Offers superior reliability over corrosive metallic skirts found in some competitive units.

Unique Concrete Ring Design

- Unique anchoring ring features a wide lip and "4 anchoring ears" for better anchoring of the spill bucket to ensure reliability and longevity of operation.

GET THE Testing EDGE™

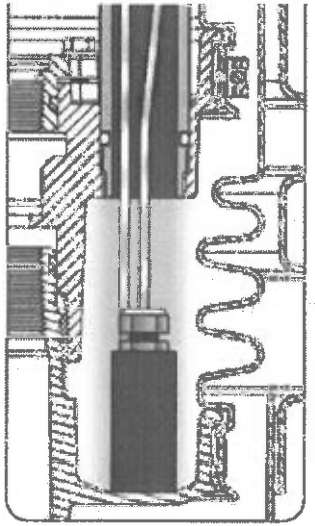




VisiGauge™

Convenient Visual Gauge

- Look! No Hands! The unique VisiGauge™ provides for quick and easy visual verification of liquid levels...without getting your hands dirty. Eliminates messy dipsticks. Reduces testing and maintenance time & costs.



Optional easy-access factory-installed electronic sensor and sensor port available for compliance-required areas, such as North Carolina

Easily accessible test port

Completely vacuum-testable from the top of the bucket!

- Unlike some competitive buckets where the test port is located at the bottom of the bucket, the test port on the EDGE™ is located where it can be accessed quickly and conveniently.

Ease of Access to the Electronic Sensor for Testing

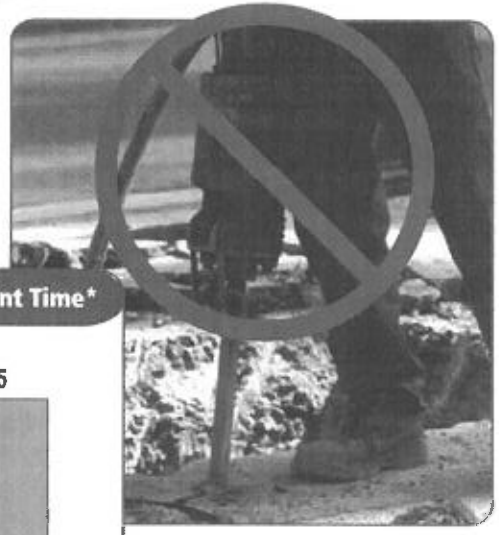
- Available for jurisdictions requiring continuous electronic monitoring of spill container interstitial space. The EDGE™ offers a convenient and damage-resistant location for the electronic sensor. The sensor retrieval port makes access to the sensor quick and easy for routine testing or replacement.

GET THE Serviceability EDGE™

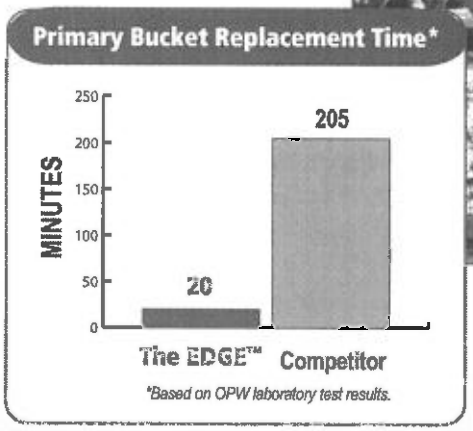
No Messy Sealants Needed

Engineered Excellence

- Unlike some competitor units, the EDGE™ allows for quick, easy replacement of BOTH the primary and secondary containers without breaking concrete. This provides end-users with the flexibility to meet unanticipated future compliance requirements.



Replace BOTH primary and secondary containers without breaking concrete



Integral Seals on Both the Primary and Secondary Buckets

- Competitive units use messy sealants, unlike the EDGE™, which utilizes integral seals.
- This feature eliminates the mess and hassles typically found in sealants resulting in reduced service time and costs.

Patent-Pending Nipple Adaptor

- Facilitates easier access to drop tube.
- Allows for the use of standard socket wrenches, eliminating the need for cumbersome chain wrenches.

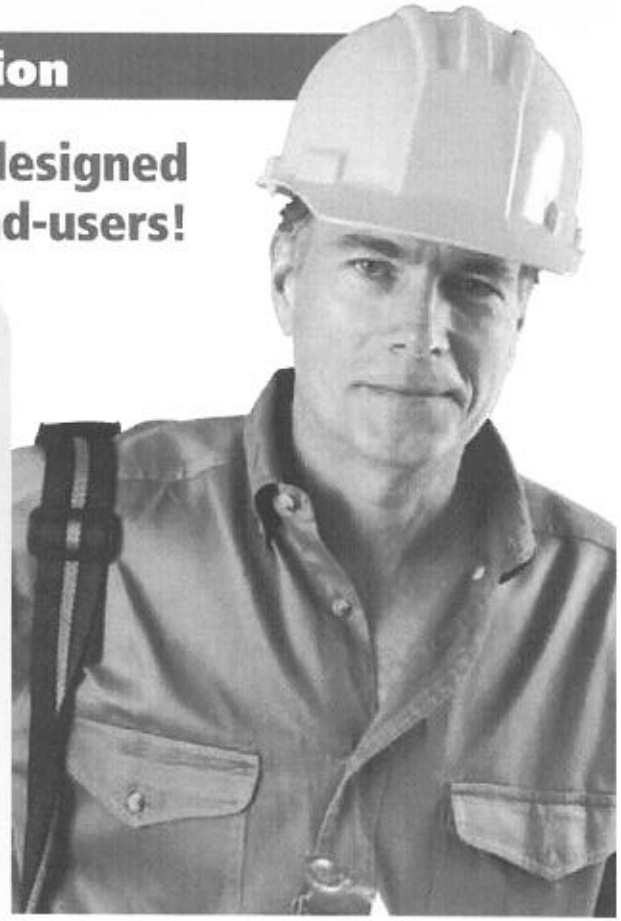
Removable Nipple Adaptor

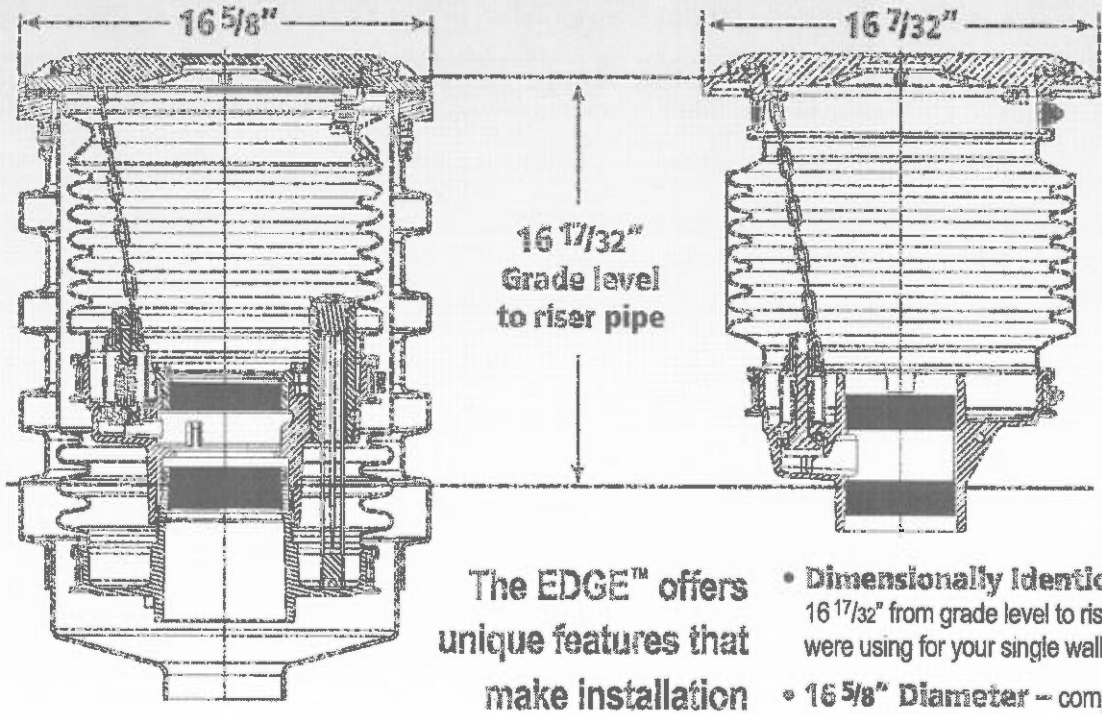
OPW

A DOVER COMPANY

Fits-Like-A-Glove Ease of Installation

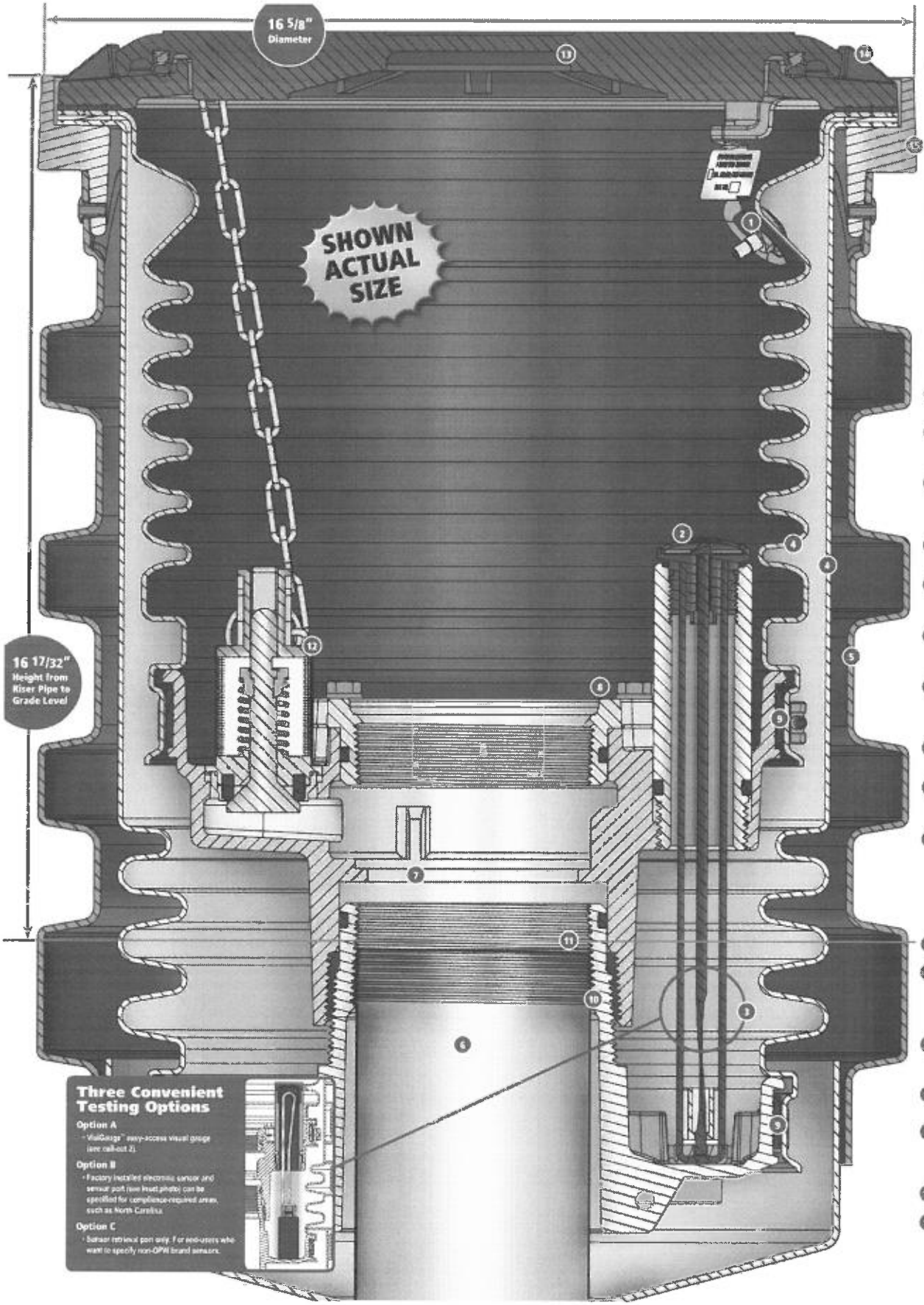
The NEW OPW EDGE™ Double Wall Spill Container was designed by contractors and end-users for contractors and end-users!





The EDGE™ offers unique features that make installation quicker, easier and more reliable than any other spill container:

- **Dimensionally identical in height to single wall buckets** – 16 17/32" from grade level to riser pipe. On retrofits you can use the same riser pipe you were using for your single wall buckets. No need to make special height adjustments.
- **16 5/8" Diameter** – comparable in size to single wall OPW 2100 Series buckets for installation ease.
- **Unique Ribbed Skirt Design** – provides multiple "handles" on all sides for unbeatable installation ease.
- **Patent-Pending Ledge Design** – no face seal adaptor required; eliminates installation steps and improves installation reliability.



GET THE EDGE™

Leading-Edge Double Wall Spill Containment Innovation by OPW

Nothing Could Be Easier to Install, More Reliable or Cost-Effective!

- Installs into the Same Space as Single Wall Spill Containers
- Unbeatable Installation Ease
- Uses Existing Riser Pipe
- Unparalleled Serviceability
- Superior Quality
- Significantly Reduces Installation Time and Labor Costs

1. **TOP MOUNTED VACUUM TEST PORT**
   - For quick and easy access
2. **SUPERIOR VISUAL GAUGE**
   - No messy dipsticks to contend with
   - Significantly simplifies and reduces testing time
3. **EASE OF ACCESS TO THE ELECTRONIC SENSOR FOR TESTING**
   - Easy access for testing
   - Located to eliminate damage potential during product drops
4. **ROTO-MOLDED PRIMARY & SECONDARY BUCKETS**
   - Thicker walls for greater durability and reliability
5. **RIBBED POLYETHYLENE SKIRT DESIGN**
   - Roto-Molded for long-life durability
   - Provides rigidity for added durability
   - Provides handles on all sides for ease of installation
6. **PATENT-PENDING SOCKET DESIGN**
   - Enables the EDGE™ to install into the space of a single wall spill container
   - Helps to align bucket on riser
7. **PATENT-PENDING LEDGE DESIGN**
   - Provides machined sealing face for drop tube
   - Improves overall drop tube sealing integrity
   - Eliminates face seal adaptors or de-burring of the riser pipe to obtain a flat surface for the drop tube
8. **PATENT-PENDING REMOVABLE ADAPTOR**
   - Allows for quick and easy access to drop tube
   - Eliminates the need for cumbersome chain wrenches
9. **BELLOW SEALS**
   - Improves overall sealing integrity
   - Eliminates mess and curing time found in sealants
   - Reduces service time and costs
10. **INTEGRAL PRIMARY & SECONDARY BUCKET DESIGN**
    - Primary bucket threads onto secondary bucket
    - Secondary bucket is part of the complete spill bucket unit – no need to install the secondary bucket separately
    - Eliminates potential leak point at slip-on joint found in competitor units
    - 5 gallon capacity
11. **THREAD-ON DESIGN**
    - Screws directly onto existing 4" risers
12. **INTEGRAL PULL-TO-OPEN DRAIN VALVE**
    - Allows for high-speed drainage of excess product into tank
    - Designed with convenient self-cleaning seat and removable screen for easy cleaning
    - Drain plug available on vapor recovery buckets
13. **RAIN-RESISTANT COVER**
    - Incorporates seal on underside of cover
    - Two dam grooves on mounting ring prevent surface water intrusion
14. **HEAVY-DUTY MOUNTING RING**
    - Angled ramp design offers superior protection against traffic damage
15. **UNIQUE CONCRETE RING**
    - Features wide lip and 4 anchoring ears
    - Provides better anchoring support for higher reliability and longevity
    - Ductile iron for added strength and durability
16. **HIGHWAY 20 RATED (H20)**
17. **ULC LISTED**

OPW

Double-Check the Facts

You'll Be on the Leading EDGE of Spill Container Innovation with the NEW EDGE™ by OPW. There's simply nothing else in its class!

GET THE EDGE™

A Double Wall Spill Container That Installs Into The Same Space As A Single Wall Spill Container

When compared feature-for-feature to competitive units, you'll quickly understand why we call this new spill container The EDGE™. Not only has laboratory tests proved the EDGE™ superior over all other buckets, but on a feature/benefit comparison, it is evident, there is no other spill bucket in its class! Get the EDGE™ today and improve your reliability and uptime while reducing your installation time, costs and headaches.

KEY FEATURES	CUSTOMER BENEFITS	VALUE	The EDGE™	Competitor A	Competitor B
Spill Bucket Height: 16 17/32" from Grade Level to Riser Pipe	No Need to Replace Riser Pipes When Installing Unit	Lower Installation Costs	YES	NO	NO
Spill Bucket Diameter - 16 5/8"	Easier, Quicker Installation	Lower Installation Costs	YES	NO	YES
Thread-on Base for Both Primary & Secondary Spill Buckets	Greater Reliability, Particularly in the Event of Ground Movement	Higher Uptime & Lower Maintenance Costs	YES	YES	NO
Roto Molded Primary & Secondary Spill Buckets	Greater Reliability Better Adjustability	Higher Uptime & Lower Maintenance Costs	YES	NO	NO
Superior Visual Gauge	Easier, Quicker to Test	Lower Maintenance Costs	YES	NO	NO
Both Primary & Secondary Buckets are Replaceable from Above Ground	No Need to Break Concrete to Replace the Secondary Spill Bucket	Lower Service Costs	YES	YES	NO
Vacuum Testable from the Top of the Spill Bucket	Easier & Quicker to Test	Lower Maintenance Costs	YES	NO	NO
Use of Seals, Instead of Sealants on Primary & Secondary Buckets	Spill Buckets are Easier & Quicker to Replace	Higher Uptime Lower Service Costs	YES	NO	NO

Unbeatable Installation Ease

Uses Existing Riser Pipe

Unparalleled Serviceability

Superior Quality

Significantly Reduces Installation Time and Labor Costs

The Edge Models

Model #	Description
1C-3112D	The EDGE™ DW Spill Container, with Cast Iron Cover, Float Gauge and Drain Valve
1C-3112P	The EDGE™ DW Spill Container, with Cast Iron Cover, Float Gauge and Drain Plug
1C-3122D	The EDGE™ DW Spill Container, with Cast Iron Cover, Electronic Sensor Access Port Only and Drain Valve
1C-3122P	The EDGE™ DW Spill Container, with Cast Iron Cover, Electronic Sensor Access Port Only and Drain Plug
1C-3132D	The EDGE™ DW Spill Container, with Cast Iron Cover, Electronic Sensor Access Port, OPW Electronic Sensor and Drain Valve
1C-3132P	The EDGE™ DW Spill Container, with Cast Iron Cover, Electronic Sensor Access Port, OPW Electronic Sensor and Drain Plug

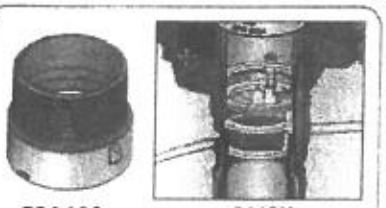
Installation Tools & Testing Equipment

Model #	Description
1-3100TOOL	Installation Tool for the EDGE™ DW Spill Container
DW-VAC-TEST	Double Wall Vacuum Tester

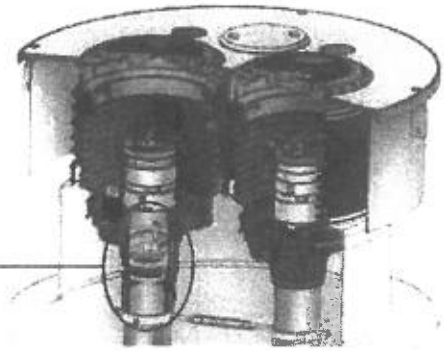
OPW
A DOVER COMPANY

North America Toll Free – TELEPHONE: (800) 422-2525 ◆ Fax: (800) 421-3297 ◆ Email: domesticsales@opw-fc.com
International – TELEPHONE: (513) 870-3315 or (513) 870-3261 ◆ Fax: (513) 870-3157 ◆ Email: intlsales@opw-fc.com
www.opw-fc.com
OPW Fueling Components ◆ 9393 Princeton-Glendale Road ◆ Hamilton, OH 45011-9707 ◆ Printed in USA

OPW-DWSC › 3409 2.5M



See page 65 for ordering specifications on the FSA-400 & 61JSK



Model Descriptions

- **OPW 411 Series** – features a flush-mounted manhole lid and raised dual dam and groove spill container rings, with P2105 Buckets using OPW 1-2105 Style Slip-On 5-gallon containers. Base is standard 1" offset from center and can be used for 12", 14", 16" or wider riser spacing. Optional 1P-2105 Hand Pump available.
- **OPW 500 Series (511 / 521) EVR Multi-Port** – features a flush-mounted manhole lid and raised dual dam and groove spill container ring, with P511-EVR Buckets using OPW 1-2100 Style Thread-On Spill Containers. All Fill Ports in these spill containers feature an enhanced 1DK-2100-EVR vapor tight drain valve. The Vapor Return Spill Container features a permanent plug in the drain port as per EVR requirements. EVR Multi-Port Thread-On Spill containers are available in Composite or Cast Iron bases with 5 gallon buckets. Drain Valve Spill Bucket & Plug Spill Bucket standard on Dual Ports, Drain Valve Spill Bucket standard on Single Port.
- **Required for EVR APPLICATIONS** – the FSA-400 Threaded Riser Face Seal Adaptor is installed on the fill pipe below the spill container to provide a true sealing for the drop tube flange on the 71SO overfill prevention valve. The 61SO and/or 71SO series valve is installed in the base of the OPW EVR spill container with the patent pending 61JSK jack screw device. This configuration allows liquid in the spill container to be drained directly into the drop tube, thereby isolating the drain valve from the tank ullage, eliminating a notorious leak point in previous systems.

Features

- **Contractor-Friendly Installation** – studded mounting ring simply bolts together inside the spill containment bucket. No need to align bolt holes in the manhole cover.
- **Raintight Service** – nitrile gaskets on the manhole and spill bucket mounting rings help prevent contamination of the sump area from surface water intrusion.
- **Highway 20 Load Rating** – the rugged diamond plate steel manhole covers, as well as the ductile iron (RT) or aluminum (SC) spill container covers meet H20 Load Rating requirements.
- **Spill Container and Manhole Positive I.D. System** – special recesses cast into spill container covers allow product I.D. tags to be attached to the lids. Matching bucket tags can be affixed to the inside of the spill container to prevent covers from getting switched.
- **Fill/Vapor Ports** – configurations are available to accommodate a single fill riser, dual ports for both a fill and vapor riser, and triple and quad ports for multiple fill and vapor risers. Ports can be supplied with or without containment buckets.
- **Port Configurations** – standard port locations match the popular riser spacings (16" or 24") and bung configurations on underground storage tanks. Custom port locations are easily accommodated. For riser spacings less than 16", old style buckets must be used.
- **CARB Certified** – 500 Series CARB EVR Approved Executive Order #VR-102
- **Manhole Cover Sizes** – standard bolt-down manhole cover diameters of 30" (76 cm), 37" (94 cm), 42" (107 cm) and 48" (122 cm) allow ample access to the sump area. Heavy-duty reinforced lid options are also available upon request.

OPW 400 and 500 Series Multi-Port Spill Containment Manholes

OPW Multi-Port Spill Containment Manholes provide spill containment for underground storage tank (UST) fill pipes and vapor recovery risers in a completely integrated single manhole package. Multi-ports are installed over the top of tank sumps to preserve future access to the tank top and to facilitate containment of tank bung fittings. OPW offers a vast array of standard multi-port configurations and options, in addition to an almost unlimited ability to provide custom solutions for virtually any spill containment application.

- **Spill Container Cover Options** – standard spill container options include the patented OPW dam and groove raintight (RT) design and the watertight Sealable Cover (SC) "plumber's plug" design. The raintight cover features a finger-grip lifting facility and an integral seal. The sealable cover features a cam-operated mechanism that expands the seal against the vertical wall of the mounting ring. Both of these water-shedding covers are protected by raised mounting rings.
- **Fastener Options** – two types of fasteners are available to secure the manhole lid and monitoring port to mounting rings. Standard are 5/16"-18 hex head bolts. Optional are OPW Roto-Lock Fasteners. The OPW Roto-Lock system enables a secure, watertight connection without the need to locate threaded bolt holes on the mounting ring.
- **Powder Coated Rings & Covers** – available upon request.
- **Replacement Covers** – see Part Number Configurations at **www.opwglobal.com**.

Listings and Certifications

Look for this label for authentic OPW EVR Approved products.

CARB EVR Executive Order #VR-102
NYCFD Certified (6571Series) #5053
Florida EQ-145

OPW Multi-Port Spill Containment Ordering Specifications

Product Number

6 _ _ _ EVR _ - _ _ _ _ _ _ _ _

(500 Series Only) Do Not Enter "EVR" for old style multiports

Bolt Down Model Number

511EVR - HDPE Bellows, Thread-On Composite Base, Bolt-Down

561EVR - HDPE Bellows, Thread-On Cast Iron Base, Bolt-Down

411- HDPE Bellows, Slip-On Composite Base

Roto-Lock Model Number

521EVR - HDPE Bellows, Thread-On Composite Base, Roto-Lock

571EVR - HDPE Bellows, Thread-On Cast Iron Base, Roto-Lock

421- HDPE Bellows, Slip-On Composite Base with Roto-Lock Fasteners

Fill/Vapor Port Configurations

A (Dead Center)

B

E

G (42" Minimum Cover)

L (Offset Single Port)

T

NOTE: 43 or 49 style Gauge Port must be used if a water shroud is to be used with L style

Replacement / Retrofit Manhole

RP* - (No Ring / Skirt)

*RP cover orders must be accompanied by an up-to-date OPW field survey form.

Riser Spacing

00 - Single Port (A Configurations)

16 - 16" Centers

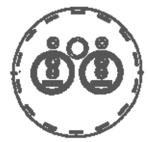
24 - 24" Centers (42" Minimum Cover)

Old Style - 14" Centers Available

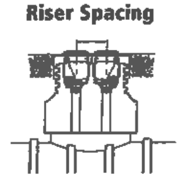
Gauge Port Location

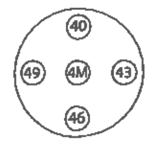
00 - No Gauge Port
40 - Port at 12 o'clock
43 - Port at 3 o'clock
46 - Port at 6 o'clock
49 - Port at 9 o'clock
4M - Port in Center
7X - Flush Mount

Manhole Cover Size*
30" (Configurations)
36 - 36" Retrofit Only
37 - 37"
39 - 39" Retrofit Only
42 - 42"
48 - 48"
* 42" is standard



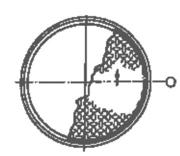
Riser Spacing

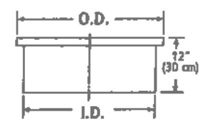




Port Location Example

NOTE: 3M Style gauge port must be used with port in the center of "G" Style



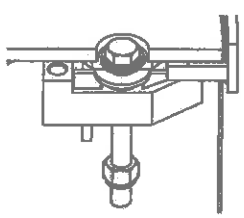


Dimensions

O.D.		I.D.		Thickness	
in.	cm	in.	cm	in.	cm
30	76	26⅝	68	⅜	0.952
37	94	34⅝	88	⅜	0.952
42	107	39⅝	101	½	1.27
48	122	44⅝	113	½	1.27

Optional Roto-Lock Fastener System

The OPW Roto-Lock system enables a secure raintight connection without the need to locate threaded bolt holes on the mounting ring.



EVR Multi-Ports

Thread-On Spill Containers are available in composite or cast iron bases with either 5 or 15-gallon buckets. (1) Drain Valve Spill Bucket & (1) Plug Spill Bucket standard on Dual Ports. Drain Valve Spill Bucket standard on Single Port.

Optional Accessories

Part #	Description
6511-RB16	12" to 18" Riser Spacer
6511-RB24	20" to 26" Riser Spacer
H15144M	4" NPT Nipple, 4" Length
H12806M	4" NPT Nipple, 5" Length
VPN4X7	4" NPT Nipple, 7" Length
H15271M	4" NPT Nipple, 8" Length
H15268M	4" NPT Nipple, 10" Length
H15888M	4" NPT Nipple, 9" Length
209502	4" NPT Nipple, 14" Length
209501	4" NPT Nipple, 10" Length
TC-400	4" Torque Cap for 16" Nipples
6521-XAR37	36", 37" OR 38" Roto-Lock Adaptor Ring to convert from Bolt Down
6521-XAR42	39" OR 42" Roto-Lock Adaptor to convert from Bolt Down
6521-XAR48	48" OR 52" Roto-Lock Adaptor to convert from Bolt Down

6511-RB16 Riser Spacer

Torque Cap

4" Nipple

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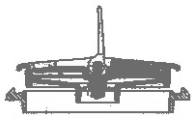
Spill Container Cover Style**
RT - Raintight
SC - Sealable Cover
00 - No Ring or Cover

Spill Container Capacity***
00 - No Containment
05 - 5-Gallon
15 - 15-Gallon
*** 5-Gallon bucket is standard

 # Of Ports With Containment
0
1
2
3
4

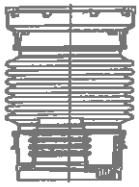
Powder Coated Manhole Covers
R - (1) Red
(1) Orange
W - (1) White
(1) Orange
Y - (1) Yellow

RT - Raintight

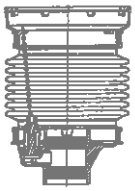


SC - Sealable Cover (Lid in open position)

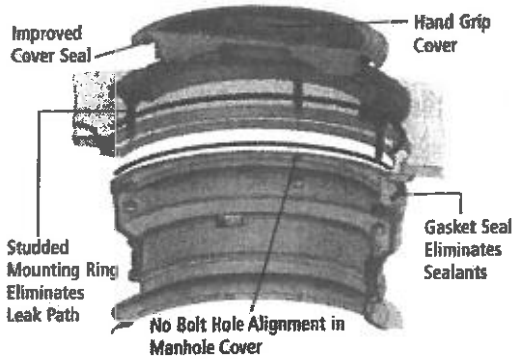
** Raintight cover is standard



411-5-gallon (Slip-On)



511-5-gallon (Thread-On)



Current Replacement Parts

For New 500 Series EVR Multi-Ports 6511/6521, 6561/571 made post 11/2003

Part #	Description
P711-EVRDV	Replacement 5-Gallon Bucket, w/ Drain Valve
P711-EVRPL	Replacement 5-Gallon Bucket, w/Plug (Vapor)
P761C-EVRDV	Replacement 5-Gallon Bucket, C.I. Base w/Drain Valve
P761C-EVRPL	Replacement 5-Gallon Bucket, C.I.
P411-EVRPL	Replacement 5-Gallon Slip-On Bucket
P511-15-EVRDV	Replacement 15-Gallon Bucket, Comp Base, W/ Drain Valve
C05170M	Gasket, Spill Bucket & Mounting Ring
H15187M	Replacement Seal for New Rain Tight Cover

Note: New P711 & P761 EVR buckets will only work with New "EVR" Multi-Port covers. (made post 11/2003)

See page 80 for replacement rings and covers part numbers.

Old Style Replacement Parts

311/411/511/521 Series Multi-Ports

Note: 511/521 parts are for Multi-Ports made prior to Nov. 2003

	Part #	Description
	1DK-2100-EVR	511/521 Series Drain Valve
	H13931M	Replacement Seal for SC Cover
	P110-37G	34"-37" Manhole Gasket
	P110-42G	42" Manhole Gasket
	P110-48G	48" Manhole Gasket
	PROTO-LOCK	(1) Roto-Lock
	P40-ROTOLID	Replacement 40 Style Gauge Port Roto-Lock Lid
	H15240M	Replacement Gasket for 40 Style Gauge Port
ALL	C05501	Flush Mount Gauge Port Cover Only
	P571-GK3T	Gasket KitFor New Style 571 Roto Multiport
	203148	Replacement 3M Style Bolt Down Gauge Port, 4.8" diameter
	205322	Replacement 30 Style Bolt Down Gauge Port, 6.5" diameter
	P311-G	Bucket Top Flange Gasket
	P511BUCKETBOLT	Spill Bucket RT Ring Kit (4) Bolts, Washers & Gaskets
	H15238M	Replacement Gasket, 30 Style (Bolt Down)
	1-2100-DSH	5 Gallon Fill Bucket with Composite Base & Drain Valve
	1-2100-PSH	5 Gallon Vapor Bucket with Composite Base & Plug

See page 80 for additional cover options.

	Part #	Description
411 Parts	P2105BUCKET	411 Replacement Bucket 5-Gallon
	1P-2105	H& Pump Kit for 411/P2105
511/521 Parts	P111-WTL	Replacement Cover (RT)
	P111WTL-S	Replacement Seal for RT Cover
	P311-1R	Replacement RT Ring
	P311-14	RT Ring for 14" Riser
	P511YBUCKET	Replacement Waste Oil Bucket
	P511-DEVRBUCKET	Replacement 5-Gallon Bucket with Drain Valve
	P511-G14	Bucket Top Flange Gasket for Notched Gasket Set
	P511-PEVRBUCKET	Replacement 5-Gallon Bucket with Plug
	P511C-DEVRBUCKET	Replacement 5-Gallon Bucket With C.I. Base & Drain Valve
	P511C-PEVRBUCKET	Replacement 5-Gallon Bucket With C.I. Base & Plug
	P511-DEVRB-14	Replacement 5-Gallon Bucket with Drain Valve 12" & 14" Risers
	P511-PEVRB-14	Replacement 5-Gallon Bucket with Plug – 12" & 14" Risers
	P511C-DEVRB-14	Replacement 5-Gallon Bucket W/ C.I. Base, Drain Valve for 12" & 14" Risers
	P511C-PEVRB-14	Replacement 5-Gallon Bucket W/ C.I. Base, Plug, for 12" & 14" Risers
	P521-GKIT	521 Multi-Port Complete Gasket Kit
	P511-GKIT	511 Multi-Port Complete Gasket Kit

Multi-Port Manhole Water Shroud System Option

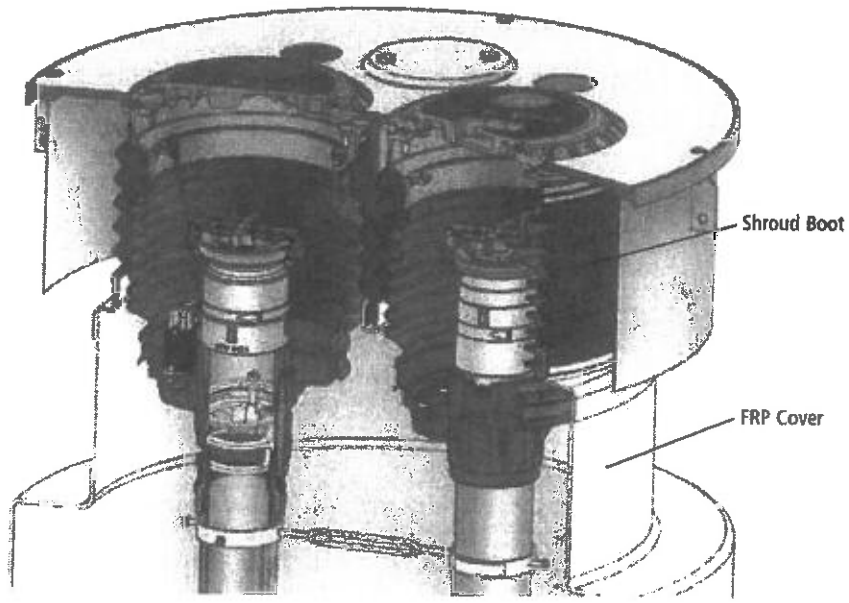
The new OPW Multi-Port Manhole Water Shroud System (MPWS) is designed to completely isolate surface water and condensation from the tank sump. The MPWS features an injection-molded fiberglass Water Shroud lid that mates to a standard tank sump top hat reducer. This new bolt down design allows even compression to facilitate water-tight sump access. Shroud Boots isolate the spill container buckets using stainless steel band clamps, which provide a tight seal between the water shroud top hat and the underside of the spill container mounting rings. A 6" Sump Inspection Port is provided on each FRP Cover, allowing full inspection access through the Multi-Port Gauge Port. The OPW Water Shroud system is available in 33" and 36" models. The MPWS Water Shroud is sold separately.

Rubber Shroud Cap

Shroud Boots Vinyl Plastisol

Sump Inspection Port (SIP) – Clear ABS Construction Inspection Port

FRP Cover Injection Molded Fiberglass Cover



Ordering Specifications

Part #	Description
MPWS-33	33" FRP Cover with (2) 5-gallon Water Shroud Boots & Clamps
MPWS-33BD	33" Bolt Down Water Shroud
MPWS-33BDD	33" Bolt Down Water Shroud for Diesel
MPWS-36	36" FRP Cover with (2) 5-gallon Water Shroud Boots & Clamps
MPWS-39BD	39" Bolt Down Water Shroud

Replacement Parts

Part #	Description
C05223M	Shroud Boot Cap to Isolate One FRP Cover Port
D02571M	33" FRP Replacement Cover
D02586M	36" FRP Replacement Cover
D02575M	5-gallon Shroud Boot
H15188M	Lower Clamp for 5-gallon Shroud Boot
H15190M	Upper Clamp for 5 or 15-gallon Shroud Boot
SIP-6	6" Sump Inspection Port Sight Glass
SLPK	Gasket and Sealant Kit for Shroud
205181	Lower Clamp for 5 Gallon Shroud
205183	Upper Clamp for 5 Gallon Shroud

Listings and Certifications

Florida EQ-145
NY Approval

NOTE: Part numbers do not include rings or covers. Rings and Covers must be ordered separately.

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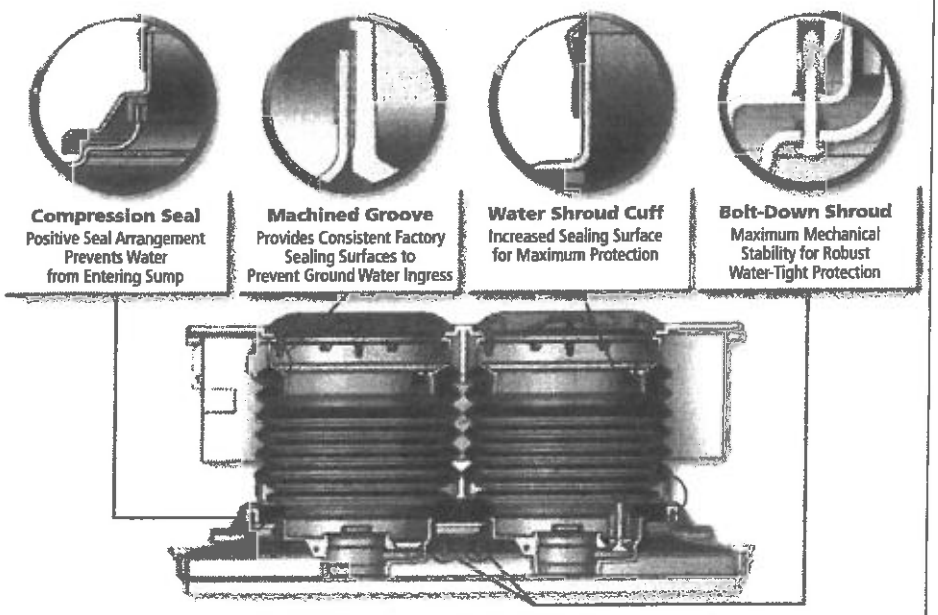


Bolt Down Manhole Water Shroud System Option

The Bolt Down Multi-Port Water Shroud (MPWS-BD) is designed to mate with the OPW Multi-Port. The MPWS-BD isolates surface water and condensation from Tank Sumps.

Shroud boots isolate the spill container buckets using stainless steel band clamps, providing a tight seal between the water shroud top hat and the underside of the spill container-mounting ring. Bolts on the outer edge of the shroud cover secure it to the top hat. Available in 33" and 39" Diameter Covers.

Ordering Specifications

Part #	Description
Bolt-Down FRP Top Hat Options	
203246	42" x 33" FRP Bolt-Down Top Hat
203272	42" x 39" FRP Bolt-Down Top Hat

New Ring and Cover Part Numbers

Raintight Covers	Raintight Cover Rings	Sealable Covers	Sealable Cover Rings
RTC-WHITE	RTR-WHITE	SC-WHITE	SCR-WHITE
RTC-RED	RTR-RED	SC-RED	SCR-RED
RTC-YELLOW	RTR-YELLOW	SC-YELLOW	SCR-YELLOW
RTC-GREEN	RTR-GREEN	SC-ORANGE	SCR-ORANGE
RTC-ORANGE	RTR-ORANGE	SC-BLACK	SCR-BLACK
RTC-BLACK	RTR-BLACK	SC-PLAIN	

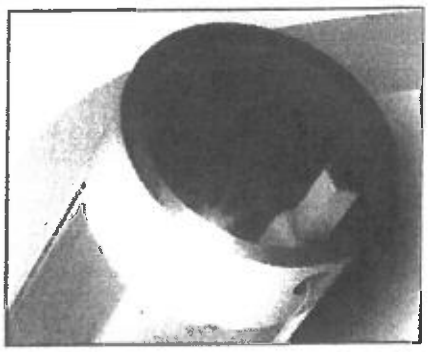
Replacement Parts

Part #	Description
C05223M	Shroud Boot Cap to Isolate One FRP Cover Port
D02571M	33" FRP Replacement Cover
D02586M	36" FRP Replacement Cover
D02575M	5-gallon Shroud Boot
H15187M	Raintight Cover Replacement Gasket
H15188M	Lower Clamp for 5-gallon Shroud Boot
H15190M	Upper Clamp for 5 or 15-gallon Shroud Boot
SIP-6	6" Sump Inspection Port Sight Glass
SLPK	Gasket and Sealant Kit for Shroud
205181	Lower Clamp for 5 Gallon Shroud
205183	Upper Clamp for 5 Gallon Shroud

Overfill Prevention and Venting Equipment

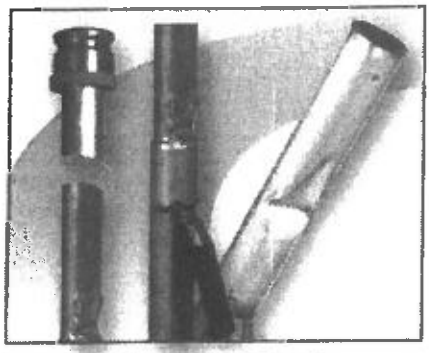
71SO Testable Overfill Valve

The OPW new patent-pending Testable 71SO-T Overfill Prevention Valve is the easiest, quickest and most cost efficient way to ensure that your overfill valves will operate when called upon - verifiable without removing them from the tanks. The OPW 71SO-T Testable Overfill Prevention Valve is the only UST Overfill Prevention Valve that is testable from the surface without removal from the tank.



61SO & 71SO Overfill Prevention Valves

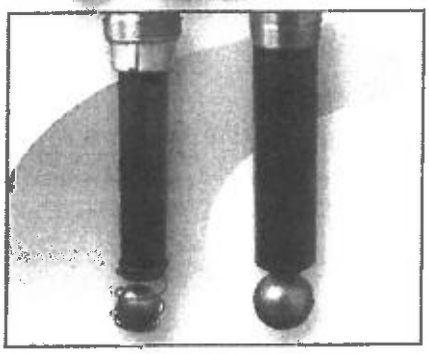
The OPW 61SO and 71SO vapor-tight Overfill Prevention Valves are two-stage shut-off valves designed to prevent the overfill of underground storage tanks by providing a positive shut-off of product delivery. Models of the 61SO and 71SO are available to meet virtually any UST application, including two-point, coaxial, poppeted coaxial and remote fill. The 71SO vapor-tight model is designed for enhanced vapor recovery (EVR) applications. Both the 61SO and 71SO are designed for use on tight-fill gravity drop applications only, and can be installed in the fill riser of both new and existing underground storage tanks.



Ball Float Vent Valves and Extractor Fittings

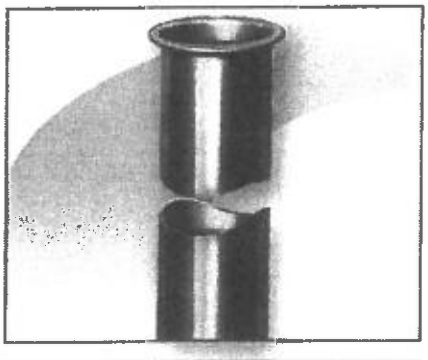
OPW Ball Float Vent Valves protrude into underground storage tanks from the Stage I vapor return riser pipe. As the tank becomes full during a product drop, the ball seats – restricting the flow of vapors back to the transport truck or through the tank vent. As the vapors are compressed in the tank, product flow into the tank is severely restricted.

OPW ball floats are mounted in OPW extractor fittings to maintain access through grade-level manholes.



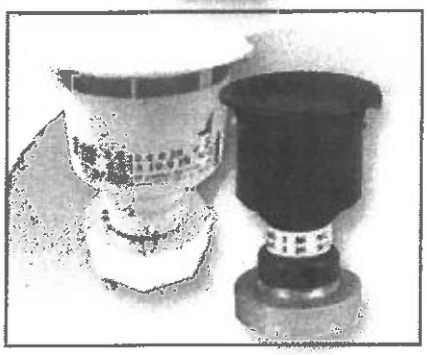
Drop Tubes and Accessories

OPW drop tubes are installed inside tank fill risers to prevent fuel from contacting riser joints. Drop tubes extend close to the bottom of the tank to minimize turbulence and vapor production. Tank bottom protectors are installed on the bottom of drop tubes to prevent tank erosion at the fill point.



Pressure Vacuum Vents and Adaptors

Pressure Vacuum Vents are installed on the top of vent pipes from underground or aboveground fuel storage tanks. The vent cap and internal wire screen are designed to protect the tank vent lines against intrusion and blockage from water, debris or insects. A normally closed poppet in the valve opens at a predetermined pressure or vacuum setting to allow the tank to vent.



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Patent Pending

Testable 71SO Overfill Prevention Valve

Are you Compliant with the New EPA Overfill Valve Test Requirements?

CARB EVR CERTIFIED

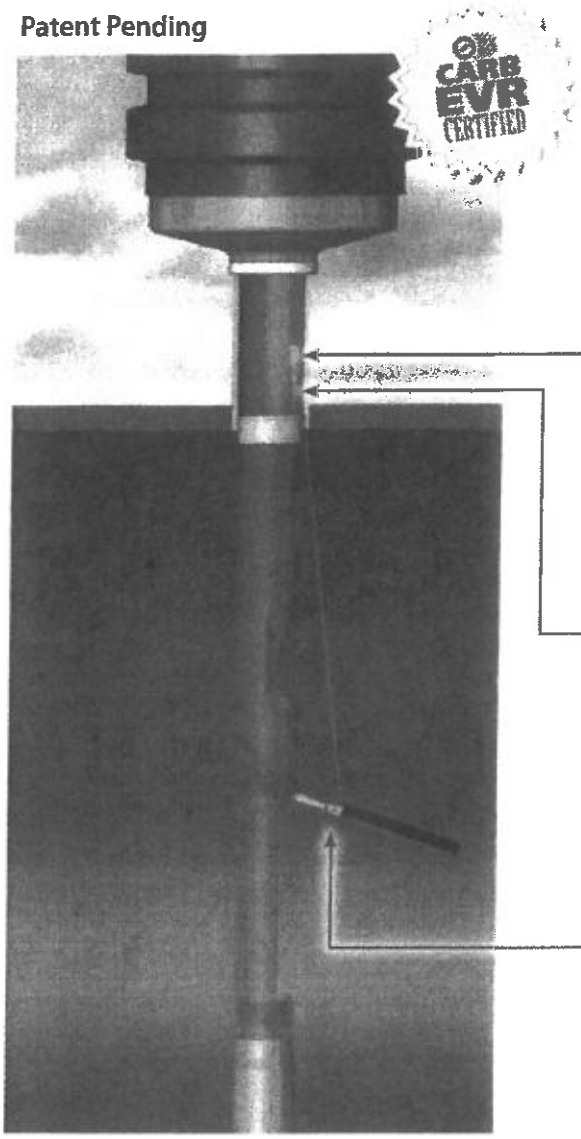
Now you can be, with the New OPW Testable 71SO Overfill Prevention Valve

The easiest, most affordable way to ensure overfill compliance

- UST systems (drop tube, overfill prevention valve, spill containers) must be tested for vapor tightness
- Overfill prevention valves shut off devices must be manually inspected
- OPW offers the only overfill prevention valve that can be tested without removal from the tank – test in 60 seconds versus 60 minutes per tank

Testable 71SO Overfill Prevention Valve

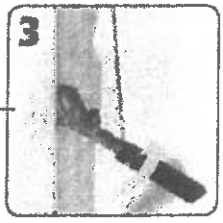
Patent Pending



Testing & Verification
Easy as 1·2·3

Loosen test plug

Lift float with cable to simulate fill



Validate proper poppet operation

The OPW Testable 71SO helps you be in compliance with the NEW EPA Regulations

- The Only UST Overfill Prevention Valve that is testable without removal from the tank
- A testable feature is attached to a sealed plug in the inlet Adaptor
- The plug is easily accessed with a standard socket extension
- Attached to the extension, the testable feature can be raised and lowered, allowing the user to inspect the valve operation from the inside of the tube
- The plug is then easily reinstalled to the inlet Adaptor from grade
- No fill components, overfill valves, or vapor tight seals have to be removed - avoids compromising vapor tight compliance
- The Testable 71SO uses the same industry leading overfill prevention technology for strong vapor tight compliance
- B100 Compatible (ULC)

NOTE: The OPW 71SO is designed for use on tight-fill gravity drop applications only. Do not use for pressure fill applications.

Ordering Specifications

Product #	Description	A- Upper Tube Length		B- Lower Tube Length		C- Overall Length		Max. Riser Length		Max. Nominal Tank Dia.		Max. Actual Tank Dia.		Weight	
		in.	m	in.	m	in.	m	in.	m	in.	m	in.	m	lbs.	kg
71SO-400CTB*	Testable Vapor-Tight Overfill Valve, 5 Ft. Bury, 8 Foot Tank	60	1.5	83	2.1	154¾	3.9	53½	1.4	96	2.4	107	2.7	16	7
71SO-410CTB*	Testable Vapor-Tight Overfill Valve, 10 Ft. Bury, 10 Foot Tank	120	3.1	102	2.6	234¾	5.9	113½	2.9	120	3.1	126	3.2	25	11
71SO-420CTB*	Testable Vapor-Tight Overfill Valve, 10 Ft. Bury, 12 Foot Tank	120	3.1	126	3.2	258¾	6.5	113½	2.9	144	3.7	150	3.8	26	12
206740-Kit	Replacement Cable Kit														

* ULC B100 Compatible

Listings and Certifications

Look for this label for authentic OPW EVR Approved products.

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OPW 71SO Overfill Prevention Valves

The CARB-certified OPW 71SO vapor-tight Overfill Prevention Valve is designed to prevent the overfill of underground storage tanks by providing a positive shut-off of product delivery. The shut-off valve is an integral part of the drop tube used for gravity filling. The OPW 71SO allows easy installation (without breaking concrete) and requires no special manholes.

The OPW 71SO is a vapor-tight two-stage shut-off valve. When the liquid level rises to about 95% of tank capacity, the valve mechanism is released, closing automatically with the flow. This reduces the flow rate to approximately 5 gpm through a bypass valve. The operator may then stop the filling process and disconnect and drain the delivery hose. As long as the liquid exceeds the 95% level, the valve will close automatically each time delivery is attempted.

If the delivery is not stopped and the liquid rises to about 98% of tank capacity, the bypass valve closes completely. No additional liquid can flow into the tank until the level drops below a reset point.

NOTE: The 71SO Overfill Prevention Valve can be adjusted to shutoff at any desired tank capacity. Please contact the Authority Having Jurisdiction (AHJ) and review local, state, and national codes to determine the regulatory requirements governing shut-off capacity in your region, as well as take into account other considerations such as extreme tank tilt. In all cases, the upper tube must protrude into the tank at least 6 1/2" to ensure that the valve can shut off flow into the tank completely before the top of the tank is wetted as per EPA requirements.

71SO Instruction Sheet Order Number: **H15524PA**

Materials

Valve Body: Cast aluminum
Float: Nitrile rubber, closed cell foam
Valve: Aluminum
Seals: Viton®
Upper & lower Drop Tube: Aluminum
Plastic parts: Acetal
Hardware: Stainless steel

Features

- **Simple, Easy and Quick Installation** – no excavation or special manholes required.
- **Economical** – costs a fraction of expensive, complicated and difficult-to-install valves.
- **Furnished Complete** – supplied with new upper and lower drop tubes, mounting hardware and thorough instructions for quick job site time.
- **Completely Automatic Operation** – no prechecks to perform, no resets and no overrides to be broken or abused.
- **No Pressurization of the Tank** – operates directly from liquid level.
- **Will Accept a Dipstick for Gauging**
- **Retrofits Directly** – for both new and existing tanks with 4" fill risers.
- **Quick Drain Feature** – automatically drains hose when head pressure is relieved.
- **Best Flow Rate in The Industry***

* OPW Test Lab results

Important

In order to prevent product spillage from the Underground Storage Tank (UST), properly maintained delivery equipment and a proper connection at the tight-fill adaptor are essential. Delivery personnel should be managed and trained to inspect delivery elbows and hoses for damaged and missing parts. They should always make certain there is a positive connection between the adaptor and elbow. If delivery equipment is not properly maintained, or the elbow is not securely coupled to the adaptor, a serious spill may result when the OPW 71SO closes, causing a hazard and environmental contamination.

NOTE: The OPW 71SO is designed for use on tight-fill gravity drop applications only. Do not use for pressure fill applications.

Advantages of Overfill Prevention Compared to Overfill Warning Systems:

- **Completely Automatic Operation** – does not rely on the alertness or speed of response of the delivery attendant for certainty of overfill prevention.
- **Keeps the Top of UST "Dry," per EPA Requirements** – eliminating possible leaks at loose bung fittings and the need for double containment on vent lines.
- **Does Not Rely on Pressure in the UST to Stop Flow** – allowing faster fill times and reducing spill risk.
- **Speeds Delivery Operations** – product flows unimpeded into the tank until the hose "kick" that accompanies the valve shut-off provides a clear signal that the liquid has reached the shut-off level.
- **Simple and Inexpensive Installation** – in both two-point and coaxial fill applications, no additional excavation, manholes or vent piping are required.

Listings and Certifications

California Air Resources Board

Look for this label for authentic OPW EVR Approved products.
OPW 71SOM is EVR Approved for E85

Raising The Standard In Overfill Prevention

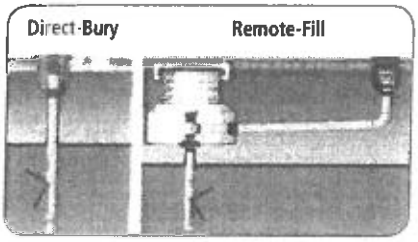
From the company that brought you the industry standard OPW 61SO, OPW raises the standard with the introduction of the **71SO Overfill Prevention Valve** – breakthrough innovation that takes overfill prevention to a whole new level of overfill perfection.

- **Eliminates curing issues due to hot or cold temperatures**
- **Easier, quicker, installation**
- **Higher quality, more reliable installation**
- **Lower costs**
- **Greater protection against fugitive emissions and pressure decay**
- **Fastest flow rate in the industry**

The new 71SO is a two-stage, positive shut-off valve, providing completely automatic operation with no pre-checks to perform, no resets, and no overrides to be broken or abused. The valve closes when the tank level rises to 95% capacity and provides a special bypass valve so the tank can be filled to a maximum capacity of 98%. The 71SO is available for direct-bury and remote applications.

All Vapor-Tight Overfill Valves are CARB EVR Certified

No Epoxy Sealants Required!



Replacement Parts

Part #	Description
61SOK-0001	Replacement Float Kit
H11931M	Drop Tube Seal
H14840M	Lower Tube Seal
C05117	Lower Tube
D02508	Vapor-Tight Inlet Tube
C03899M	Non-Vapor-Tight Inlet Tube
D02508	Vapor-Tight Inlet Tube (Blue)

71SO Ordering Specifications

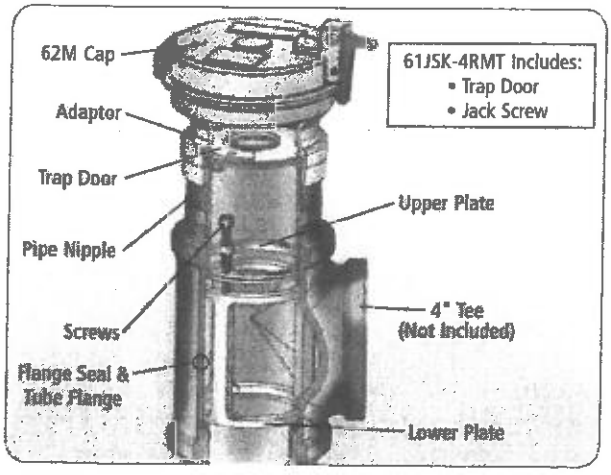
Product #	Description	Bury Depth ft.	Bury Depth m	Tank Diameter ft.	Tank Diameter m	Upper Tube Length in.	Upper Tube Length m	Lower Tube Length in.	Lower Tube Length m	Overall Length in.	Overall Length m	Max. Riser Length in.	Max. Riser Length m	Max. Nominal Tank Dia. in.	Max. Nominal Tank Dia. m	Max. Actual Tank Dia. in.	Max. Actual Tank Dia. m	Weight lbs.	Weight kg
71SO-400CB*	Vapor-Tight Overfill Valve	5	1.5	8	2.4	60	1.5	83	2.1	155¾	3.9	53½	1.4	96	2.4	107	2.7	16	7
71SO-410CB*	Vapor-Tight Overfill Valve	10	3.0	10	3.0	120	3.1	102	2.6	234¾	5.9	113½	2.9	120	3.1	126	3.2	25	11
71SO-420CB*	Vapor-Tight Overfill Valve	10	3.0	12	3.6	120	3.1	126	3.2	258¾	6.5	113½	2.9	144	3.7	150	3.8	26	12
71SO-4000	Non Vapor-tight Overfill Valve	5	1.5	8	2.4	60	1.5	83	2.1	155¾	3.9	53½	1.4	96	2.4	107	2.7	16	7
71SO-4010	Non Vapor-tight Overfill Valve	10	3.0	10	3.0	120	3.1	102	2.6	234¾	5.9	113½	2.9	120	3.1	126	3.2	25	11
71SOM-412C	E85 Vapor-tight Overfill Valve	10	3.0	10	3.0	120	3.1	102	2.6	234¾	5.9	113½	2.9	120	3.1	126	3.2	38	17.3
71SO-TOOLCT	71SO Installation Tool																	2.5	1
61JSK-4RMT	Jack Screw Kit For Vapor-Tight Remote Applications																	1.5	0.7
61JSK-4410	Jack Screw Kit For Composite Base Spill Bucketst																	1	0.5
61JSK-44CB	Jack Screw Kit For Cast Iron Base Spill Buckets																	1	0.5
71JSK-4RMT	E85 Jack Screw for Remote-Fill Applications																	1	0.5
71JSK-44MA	E85 Jack Screw for Direct-Fill Applications																	1.5	0.7

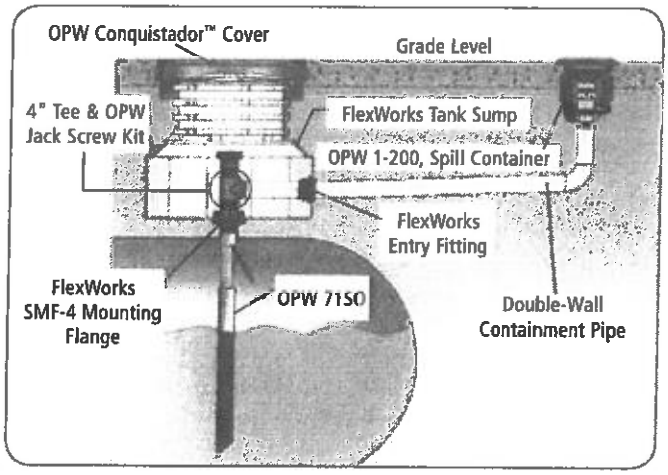
61JSK-4410 AND 61JSK-44CB Instruction Sheet Order Number: **H15289M**

*ULC B100 Compatible

71SO Vapor-Tight Remote Fill

The OPW Vapor-Tight Remote Fill is designed for two-point vapor-tight remote-fill applications, where the fill point is not directly over the UST. A CARB approved vapor-tight 71SO overfill valve is installed in the sump through a riser pipe directly over the tank.





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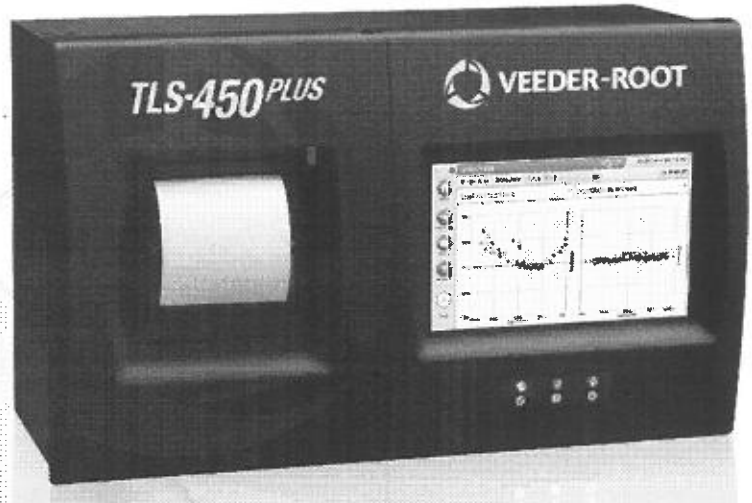
TLS-450PLUS

VEEDER-ROOT

PLUS the Facts



The Veeder-Root TLS-450PLUS automatic tank gauge (ATG) provides the most comprehensive site data for advanced fuel asset management.

Combining industry-leading algorithms with a proven reputation for compliance and reliability, the TLS-450PLUS keeps your site running profitably.

Specifications

Functionality

- Number of Tanks Monitored: 64
- Number of Tanks Monitored with BIR: 32
- Sensor Inputs: 99 of any one type
- Line Leak Testing: 16 lines
- High Voltage Outputs: 32
- High Voltage Inputs: 32
- Low Voltage Inputs: 16
- 8" Color WVGA LCD Touch Screen Display
- Thermal Printer
- Audible Alarm

Connectivity

- Ethernet
- RS-232
- RS-485
- USB
- SiteFax
- EDIM

Available Modules

- Universal Sensor Module
- Universal Input/Output Module
- 10 Amp Relay Controller Module
- MDIM / LVDIM

Software Features

- 3.0 GPH Digital Pressurized Line Leak Protection
- Static Tank Test

Environmental

- Storage Temperature Range -40°F to 158° F (-40°C to 70° C)
- Operating Temperature Range -32°F to 109° F (-0°C to 40° C)

Dimensions

- 18.4 x 11 x 8.8

Approvals

- UL, cUL, ATEX, IECEx
- Third part certification of leak detection capabilities

Capabilities

- In-Tank Leak test
  - 0.1 GPH
  - 0.2 GPH
  - Continuous Statistical Leak Detection
  - Programmable Automatic Test Schedules
  - Static Leak Detection
- Line Leak Detection
- Interstitial/Sump Leak Sensing
- Continuous Inventory Monitoring
- Supports full line of Veeder-Root probes and sensors
- Pump-control – Alt by Height and Alt by Volume
- Inspector Ready Compliance
- Customized Alarms
- Vapor Well Monitoring
- Groundwater Monitoring
- Air Vapor Monitoring
- Tank Calibration
- Business Inventory Reconciliation
- AccuChart
- Sensor History Reporting
- Power Outage Reporting
- Tall Tank Support
- Wireless probe and sensor input
- Email Notifications
- Data Storage for 3 years
- Expandable with TLS-XB
- Remote Accessibility
- LCD Touchscreen
- Programmable Favorites
- Global setup with import configuration and Workflow Wizard for easy set-up

Call 888.561.7942 or visit **www.veeder.com**
125 Powder Forest Drive • PO Box 2003 • Simsbury, CT 06070 • • P/N 576047-245 Rev A

Sensor Description	**Piping Sump Sensor**	The piping Sump Sensor is install in a tank piping sump (STP Containment Sump) and will detect the presence of a liquid.	Sensor Matrix
Form Number	**794380-208**		

Where Used (Typical)

- ☑ Dispenser Pan
- ☑ Spill Containment
- ☑ STP Sump
- ☐ Convault Tank
- ☐ Annular Space
- ☐ Monitoring Well
- ☐ Oil/Water Separator Tank

Category

- ☐ Discriminating
- ☑ Non–Discriminating
- ☐ Position Sensitive
- ☐ Level Sensing
- ☐ Static Testing
- ☐ Hydrostatic

Fuel Compatibility

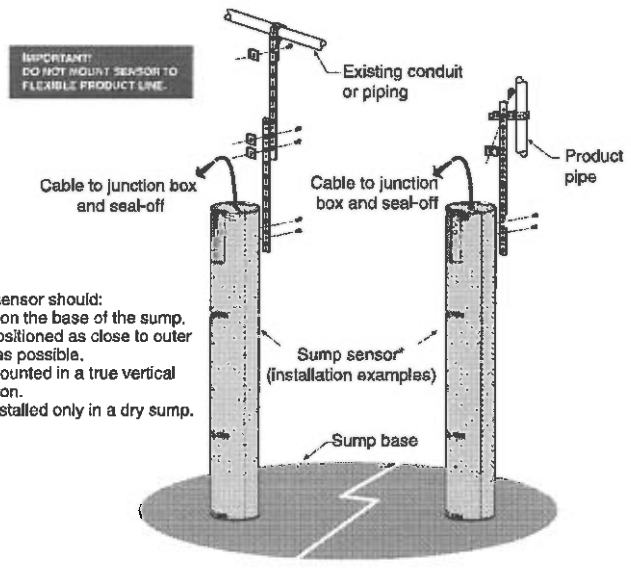
- ☑ Gas
- ☑ Diesel
- ☑ Kerosene
- ☑ Jet Fuel
- ☑ Aviation Gas
- ☑ E–15
- ☐ E–85
- ☐ E–100
- ☑ Bio–Diesel 20
- ☐ Bio–Diesel 100
- ☑ Green Diesel
- ☐ DEF
- ☑ Waste Oil
- ☑ Motor Oil

Console Compatibility (*International Only[1])	**Recommended Min. Console Software**	**Sensor Interface Modules**				
		Module Form #	**Module Description**	**# Of Modules Per Console**	**# Of Sensor Inputs Per Module**	**Availability**
TLS-450PLUS (8600 Series)	6A or Higher	332812-001	Universal Sensor Module (USM)	Up to 4 - TLS-4XX Up to 8 - TLS-4XX w/opt. TLS-XB	16	Sold Separately
TLS-450	4A or Higher	332812-001				
[1]TLS4 (8601 Series)	6A or Higher	330020-750	Universal Sensor Input Output Module (USIOM-AC)	1	12	Included
TLS4i (8601 Series)		330020-750				
[1]TLS4B (8601 Series)		330020-751			6	
TLS4c (8601 Series)		330020-751				
TLS-350/R/PLUS	124/324 or Higher	329358-001	Interstitial Sensor Interface Module	Up to 8	8	Sold Separately
TLS-350J		329356-003	4 Probe / 4 Sensor Interface Module	1	4	Sold Separately
TLS-300i		330230-001	4 Probe / 8 Sensor Interface Module		8	Included
TLS-300C		330513-001	2 Probe / 8 Sensor Options			

Alarm Notification	Normal	Sensor in Normal State- No liquid detected
	Fuel Alarm	Liquid detected at a minimum of 1.84" (4.67cm)
	Sensor Out	Sensor not communicating to ATG / Console
Installation Kit	330020-076	Sensor Mounting Kit is included (see example installation below).

Specifications	
Operating Principle	Float/magnetic reed switch
Product Activation Height	Liquid 1.84" (4.67cm)
Operating Temp	+32 to +140°F (0 to +60°C)
Dimensions	12" (30.5cm) high, 1.9" (4.8cm) dia.
Miscellaneous / Notes	Standard Cable Length: 12Feet (3.66m). Installation kit 330020-076 included (see example installation).
Third Party Evaluation Links	*TLS-3XX/TLS-450 Series Consoles* *TLS4 (8601 Series) Consoles*
Product Link	*Piping Sump Sensor*
Warranty with System	1 Yr Parts & Labor
Warranty (When purchased separately)	1 Yr Parts Only

Example Installation



Sensor Description	**Interstitial Sensor for Double-Wall Fiberglass Tanks**	The Non-Discriminating Interstitial Sensor for double-wall fiberglass tanks detects the presence of liquid in the interstitial space of the tank.	Sensor Matrix
Form Number	**794390-409**		

Where Used (Typical)

- ☐ Dispenser Pan
- ☐ Spill Containment
- ☐ STP Sump
- ☑ Convault Tank
- ☑ Annular Space
- ☐ Monitoring Well
- ☐ Oil/Water Separator Tank

Category

- ☐ Discriminating
- ☑ Non-Discriminating
- ☐ Position Sensitive
- ☐ Level Sensing
- ☐ Static Testing
- ☐ Hydrostatic

Fuel Compatibility

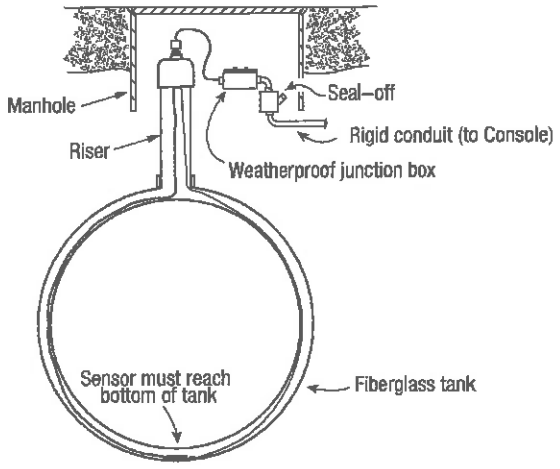
- ☑ Gas
- ☑ Diesel
- ☑ Kerosene
- ☑ Jet Fuel
- ☑ Aviation Gas
- ☑ E-15
- ☐ E-85
- ☐ E-100
- ☑ Bio-Diesel 20
- ☐ Bio-Diesel 100
- ☑ Green Diesel
- ☐ DEF
- ☑ Waste Oil
- ☑ Motor Oil

Console Compatibility (*International Only[1])	**Recommended Min. Console Software**	**Sensor Interface Modules**				
		Module Form #	**Module Description**	**# Of Modules Per Console**	**# Of Sensor Inputs Per Module**	**Availability**
TLS-450PLUS (8600 Series)	6A or Higher	332812-001	Universal Sensor Module (USM)	Up to 4 - TLS-4XX Up to 8 - TLS-4XX w/opt. TLS-XB	16	Sold Separately
TLS-450	4A or Higher	332812-001				
[1]TLS4 (8601 Series)	6A or Higher	330020-750	Universal Sensor Input Output Module (USIOM-AC)	1	12	Included
TLS4i (8601 Series)		330020-750				
[1]TLS4B (8601 Series)		330020-751			6	
TLS4c (8601 Series)		330020-751				
TLS-350/R/PLUS	124/324 or Higher	329358-001	Interstitial Sensor Interface Module	Up to 8	8	Sold Separately
TLS-350J		329356-003	4 Probe / 4 Sensor Interface Module	1	4	Sold Separately
TLS-300i		330230-001	4 Probe / 8 Sensor Interface Module		8	Included
TLS-300C		330513-001	2 Probe / 8 Sensor Options			

Alarm Notification	
Normal	Sensor in Normal State - No liquid detected
Liquid alarm	Liquid detected
Sensor out	Sensor not communicating to ATG / Console

Specifications	
Operating Principle	Reed switch / float
Product Activation Height	0.28" (0.71cm)
Operating Temp	-4 to +140°F (-20 to +60°C)
Dimensions	2.2" (5.6cm) length, 1.3" (3.3cm) width, 0.6" (1.5cm) thick
Miscellaneous / Notes	Standard Cable 25 feet (7.6m) Fits 4 to 10 foot [1.2 to 3m] I.D.fiberglass tanks
Third Party Evaluation Links	*TLS-3XX/TLS-450 Series Consoles* *TLS4 (8601 Series) Consoles*
Product Link	*Non-Discriminating Interstitial Sensor*
Warranty with System	1 Yr Parts & Labor
Warranty (When purchased separately)	1 Yr Parts Only

Example Installation



Attachment I

Initial and Continuing Training

INITIAL AND CONTINUING TRAINING

The EZ Mart 4388 will have at least one trained operator as a Class A operator, Class B operator or Class C operator during hours of operation.

The operators must fulfill all the training requirements of TCEQ Subchapter N Operator Training, and be retrained within three years of their training.

The Class A operator will have general knowledge of the requirements of all applicable UST regulations. The Class B operator is required to implement all applicable UST regulatory requirements at the facility and to ensure implementation of the day to day aspects of facility operations, maintenance, and recordkeeping. Also, the Class B operator, is responsible for training all Class C operators at the facility. The Class C operator controls dispensing of the fuel and is responsible for initial response to emergencies.

Personnel on site will be trained on the leak detection system and responding to warnings and alarm conditions. The training will provide emergency response procedures on utilizing the emergency shut off devices, responding to spills, and evaluate and responding to warnings and alarms on the TLS 450 Plus Veeder Root System.

Attachment J

Release Detection Maintenance

RELEASE DETECTION MAINTENANCE

All release detection requirements and testing will be completed in compliance with TCEQ Chapter 334 Subchapter C Technical Standards. The EZ Mart 4388 will utilized a Veeder Root TLS 450 Plus automatic tank gauging (ATG) and business inventory reconciliation.

The ATG will perform a complete test on each tank continuously via continuous state leak detection (CSLD) and perform business inventory reconciliation through the system. The Veeder Root System will perform a 0.2 gallons per hour (gph) line and tank test and a 0.1 gph tank and line test on demand.

Pressurized lines are continuously tested through the Veeder Root System while the line leak detectors will be tested yearly by a third party representative. All release detection equipment will be operated and maintained in accordance with the manufacturer's specifications and instructions.

TCEQ Form – 0602

Temporary Stormwater Section

Temporary Stormwater Section

In this Section:

TCEQ-0602
Temporary Stormwater Section

Attachment A
Spill Response Actions

Attachment B
Potential Sources of Contamination

Attachment C
Sequence of Major Activities

Attachment D
Temporary Best Management Practices and Measures

Attachment E
Request to Temporarily Seal a Feature

Attachment F
Structural Practices

Attachment G
Drainage Area Map

Attachment H
Temporary Sediment Pond(s) Plans and Calculations

Attachment I
Inspection and Maintenance for BMPs

Attachment J
Schedule of Interim and Permanent Soil Stabilization Practices

UP ENGINEERING + SURVEYING

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.

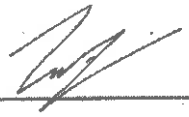
Signature

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: Lee Farris

Date: 10/22/2024

Signature of Customer/Agent:



Regulated Entity Name: EZ Mart 4388

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:

   [NA] 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.

N/A 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. N/A 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: **Leon 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.
- [X] 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.
- [X] 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. [X] 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.
   - [X] There will be no temporary sealing of naturally-occurring sensitive features on the site.

9. [X] **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. [X] **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.

[X] 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.

    [X] N/A

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

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

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

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

Soil Stabilization Practices

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

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

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

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

Administrative Information

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

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

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

EROSSION & SEDEMENTATION PLAN & DETAILS

Attachment A

Spill Response Actions

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Spill Response Action

Spill Prevention and Control

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

The following steps will help reduce the stormwater impacts of leaks and spills:

Education

1. Be aware that different materials pollute in different amounts. Make sure that each employee knows what a "significant spill" is for each material they use, and what is an appropriate response for "significant" and "insignificant" spills. Employees should also be aware of when spills must be reported to the TCEQ. Information available in 30 TAC 327.4 and 40 CFR 302.4.
2. Educate employees and subcontractors on potential dangers to humans and the environment from spills and leaks.
3. Hold regular meetings to discuss and reinforce appropriate disposal procedures (incorporate into regular safety meetings).
4. Establish a continuing education program to indoctrinate new employees.
5. Have contractor's superintendent or representative 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, petroleum products, substances listed under 40 CFR parts 110, 117, and 302, and sanitary 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 will be readily accessible.
4. Train employees in spill prevention and cleanup.
5. Designate responsible individuals to oversee and enforce control measures.
6. Spills should be covered and protected from stormwater run-on during rainfall to the extent that it doesn't compromise cleanup activities.
7. Do not bury or wash spills with water.
8. Store and dispose of used cleanup materials, contaminated materials and recovered spill material that is no longer suitable for the intended purpose in conformance with the provisions in applicable BMPs.

9. Do not allow water used for cleaning and decontamination to enter storm drains or watercourses. Collect and dispose of contaminated water in accordance with applicable regulations.
10. Contain water overflow or minor water spillage and do not allow it to discharge into drainage facilities or watercourses.
11. Place Safety Data Sheets (SDS), as well as proper storage, cleanup, and spill reporting instructions for hazardous materials stored or used on the project site in an open, conspicuous, and accessible location.
12. Keep waste storage areas clean, well-organized, and equipment with ample cleanup supplies as appropriate for the materials being stored. Perimeter controls, containment structures, covers and liners should be repaired or replaced as needed to maintain proper function.

Cleanup

1. Clean up leaks and spills immediately.
2. Use a rag for small spills on paved surfaces, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then the used cleanup materials are also hazardous and must be disposed of as hazardous waste.
3. Never hose down or bury dry material spills. Clean up as much of the material as possible and dispose of properly. See the waste management BMPs in this section for specific information.

Minor Spills

1. Minor spills typically involve small quantities of oil, gasoline, paint, etc. which can be controlled by the first responder at the discovery of the spill.
2. Use absorbent material on small spills rather than hosing down or burying the spill.
3. Absorbent material should be promptly removed and disposed of properly.
4. Follow the practice below for a minor spill:
    a. Contain the spread of the spill.
    b. Recover spilled material.
    c. Clean the contaminated area and properly dispose of contaminated materials.
5. A minor spill clean-up bucket will always be readily available on-site.

Semi-Significant Spills

Semi-significant spills still can be controlled by the first responder along with the aid of other personnel such as laborers and the foreman, etc. This response may require the cessation of all other activities.

Spills should be cleaned up immediately:

1. Contain spread of the spill.
2. Notify the project foreman immediately.
3. If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely.
4. If the spill occurs in dirt areas, immediately contain the spill before constructing an earthen dike. Dig up and properly dispose of contaminated soil.
5. If the spill occurs during rain, cover spill with tarps or other material to prevent contaminating runoff.

Significant/Hazardous Spills

For significant or hazardous spills, that are in reportable quantities:

1. Notify the TCEQ by telephone as soon as possible and within 24 hours at 512-339-2929 (Austin) or 210-490-3096 (San Antonio) between 8 AM and 5 PM. After hours, contact the Environmental Release Hotline at 1-800-832-8224. It is the contractor's responsibility to have all emergency phone numbers at the construction site.
2. For spills of federal reportable quantities, in conformance with the requirements in 40 CFR parts 110, 119, and 302, the contractor should notify the National Response Center at (800) 424-8802.
3. Notification should first be made by telephone and followed up with a written report.
4. The services of a spill contractor or a Haz-Mat team should be obtained immediately. Construction personnel should not attempt to clean up until the appropriate and qualified staffs have arrived at the job site.
5. Other agencies which may need to be consulted include, but are not limited to, the County Sheriff's Office, Fire Departments, etc.

More information on spill rules and appropriate responses is available on the TCEQ website at:
https://www.tceq.texas.gov/response/spills

Vehicle and Equipment Preventative Maintenance

1. If maintenance must occur onsite, use a designated area and a secondary containment, located away from drainage courses, to prevent the run-on of stormwater and the runoff of spills.
2. Regularly inspect onsite vehicles and equipment for leaks and repair immediately.
3. Check incoming vehicles and equipment (including delivery trucks and employee/subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment onsite.

4. Always use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
5. Place drip pans or absorbent materials under paving equipment when not in use.
6. Use absorbent materials on small spills rather than hosing down or burying the spill. Remove absorbent materials promptly and dispose of properly.
7. Promptly transfer used fluids to the proper waste or recycle drums. Don't leave full drip pans or other open containers lying around.
8. Oil filters disposed of in trash cans or dumpsters can leak oil and pollute stormwater. Place the oil filter in a funnel over a waste oil-recycling drum to drain excess oil before disposal. Oil filters can also be recycled. Ask the oil supplier or recycler about recycling oil filters.
9. Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries even if you think all the acid has drained out. If you drop a battery, treat it as if it is cracked. Put it into the containment area until you are sure it is not leaking.

Vehicle and Equipment Fueling

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

Attachment B

Potential Sources of Contamination

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Potential Sources of Contamination

1. Oil, grease, fuel and hydraulic contamination from construction equipment and vehicle leakage.
   Remedy: Lubrication and fueling will be performed in a designated area. This area will be monitored daily for contamination.

2. Miscellaneous trash and litter from construction works.
   Remedy: Designated receptacles will be strategically located, and works will be directed to deposit trash there.

3. Construction debris.
   Remedy: Debris will be collected weekly and deposited in bins for offsite disposal. Situations requiring immediate attention will be handled on a case-by-case basis.

4. Asphalt products.
   Remedy: After placement of asphalt, emulsion or coatings, the contractor will be responsible for immediate cleanup should an unexpected rain occur. For the duration of the asphalt product curing time, the contractor will maintain standby personnel and equipment to control asphalt wash-off should an unexpected rain occur. The contractor will be instructed not to place asphalt products on the ground within 48 hours of a forecasted rain.

5. Tar, fertilizers, cleaning solvents, detergents, and petroleum-based products.
   Remedy: The contractor will be responsible for immediate cleanup should an unexpected rain occur. Debris will be collected weekly and deposited in bins for offsite disposal. Situations requiring immediate attention will be handled on a case-by-case basis.

Attachment C

Sequence of Major Activities

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Sequence of Major Activities

1. Install erosion and sedimentation controls (i.e. silt fences and stabilized construction entrances) as indicated on the approved construction plans. (~0.32 acres)
2. Removal of the existing underground storage tank system (tanks, piping, dispensers).
3. Installation of the new fuel system (tanks, piping, and dispensers).
4. Tankhold inspection will occur within 5 to 7 days of excavation and preparation of the tankhold prior to placement of any bedding material.
5. Remove temporary erosion and sedimentation controls. (~0.32 acres)

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Attachment D

Temporary Best Management Practices and Measures

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Temporary Best Management Practices and Measures

The temporary Best Management Practices (BMP's) shall be installed as the first construction activity and will remain in place until all construction activities are complete and 70% of the vegetative cover has been established. Construction will be conducted in one phase, with a designated construction exit and concrete washout, a silt fence along the down gradient side of the tract, and tree protection for the undisturbed trees where applicable. The existing native grasses will be left undisturbed in areas not under construction. Rock berms will be placed where streets end at discharge points and flood plain crossings are to be installed. The temporary BMP's shall be installed according to details on the Storm Water Pollution Prevention Plan detail sheet. The silt fences will be anchored six (6) inches into the soil and shall be monitored weekly for any failures of the silt fence or problems associated with silt build up. Buffer areas for recharge features shall be established prior to any construction on the site.

a. To prevent pollution of surface water, groundwater or storm water that originates upgradient from the site and flows across the site, silt fencing will be placed along the down gradient side of the site and around indicated sensitive features.

b. To prevent pollution of surface water or groundwater that originates on-site or flows off site, including pollution caused by contaminated storm water runoff from the site, silt fencing will be placed along the down gradient sides of the site and rock berms will be placed at the grade-to-drain areas at the ends of the streets (if applicable). A storage and refueling area will be designated on the site for the unit. A concrete washout pit will also be provided to minimize the potential for onsite concrete spoils to leave the site.

c. To prevent pollutants from entering surface streams, sensitive features, or the aquifer, the silt fence and rock berms mentioned in item b above will be installed. Once identified, sensitive features will be protected using hay bale dikes, sandbag berms or other methods acceptable to TCEQ.

d. To maintain flow to naturally occurring sensitive features identified in the geologic assessment, inspections, or during construction, the hay bale dikes or sandbag berms mentioned in item c above will be installed. If a feature must be sealed, when possible the feature will be filled with boulders and gravel and capped with concrete.

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Attachment E

Request to Temporarily Seal a Feature

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Request to Temporarily Seal a Feature

Not Applicable

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Attachment F

Structural Practices

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STRUCTURAL PRACTICES

Silt fences will be used on site to trap sediments and pollutants from leaving the areas of construction. Inlet protection will be provided at the downstream inlets nearest the site to reduce sediments and pollutants entering the closed storm drain system.

Attachment G

Drainage Area Map

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Drainage Area Map

There are no areas greater than 10 acres within a common drainage area that will be disturbed at one time. Instead, silt fences will be used to limit pollutant discharges before becoming concentrated channel flow. Inlet protection will be provided at the downstream inlets nearest the site to reduce sediments and pollutants entering the closed storm drain system.

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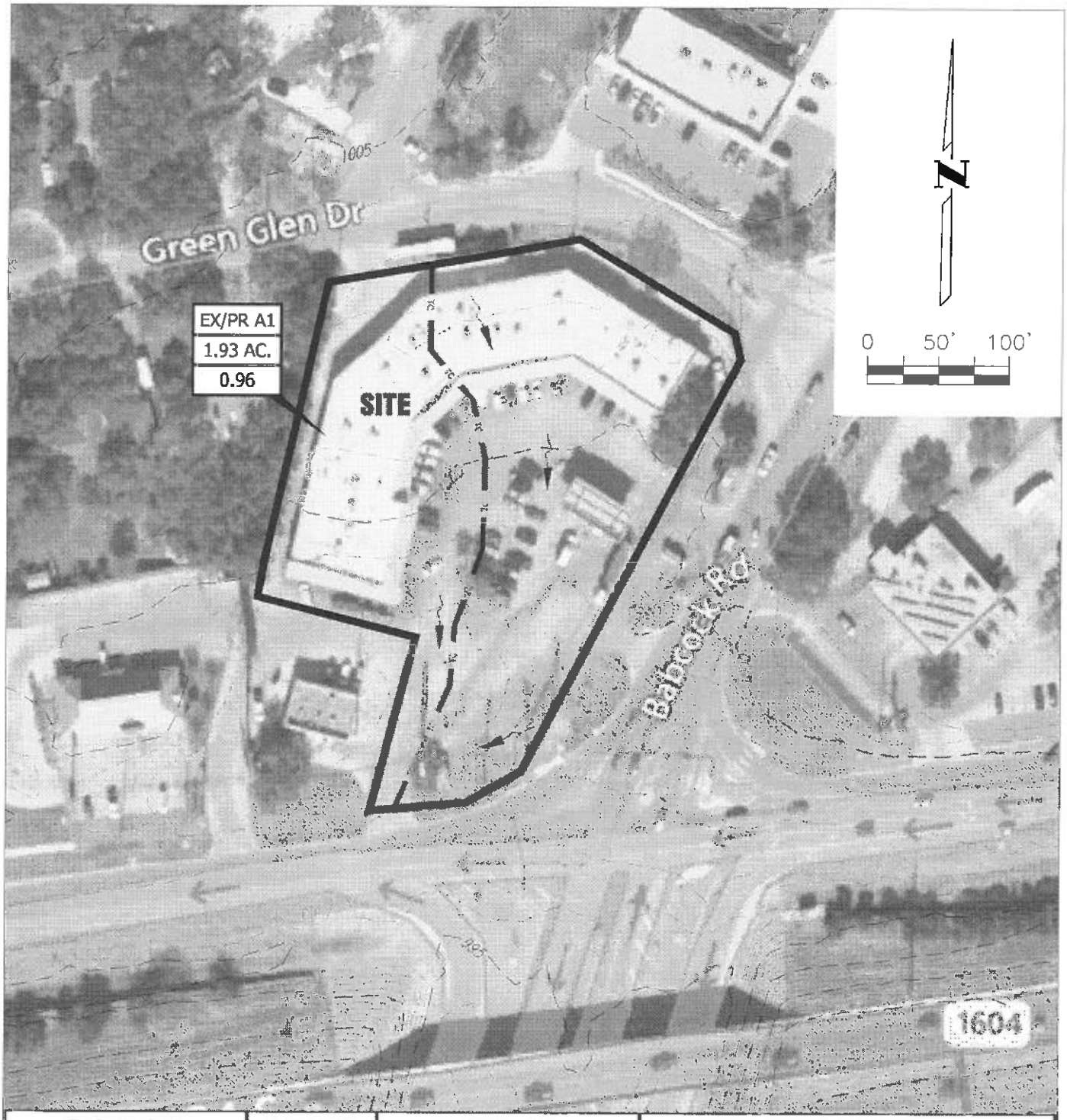

Drainage Area		Coefficient	Intensity				Q FLOW			
Area (a)	A (ac.)	C	I_1 (in/hr)	I5 (in/hr)	I_{25} (in/hr)	I_{100} (in/hr)	Q_1 (ft^3/s)	Q5 (ft^3/s)	Q_{25} (ft^3/s)	Q_{100} (ft^3/s)
EX A1	1.93	0.96	3.86	5.74	8.00	10.08	7.16	10.64	14.83	18.68
PR A1	1.93	0.96	3.86	5.74	8.00	10.08	7.16	10.64	14.83	18.68

EXHIBIT			
1	EZ - MART 15503 BABCOCK RD SAN ANTONIO, TX	AERIAL EXHIBIT	UP ENGINEERING + SURVEYING 111 TOWER DRIVE, SUITE 325 SAN ANTONIO, TX 78232 TEL 210-774-5504 WWW.UPENGINEERING.COM TBPE F-17992 TBPELS F-10194606

Attachment H

Temporary Sediment Pond(s) Plans and Calculations

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Temporary Sediment Pond(s) Plans and Calculations

Not Applicable

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Attachment I

Inspection and Maintenance for BMPs

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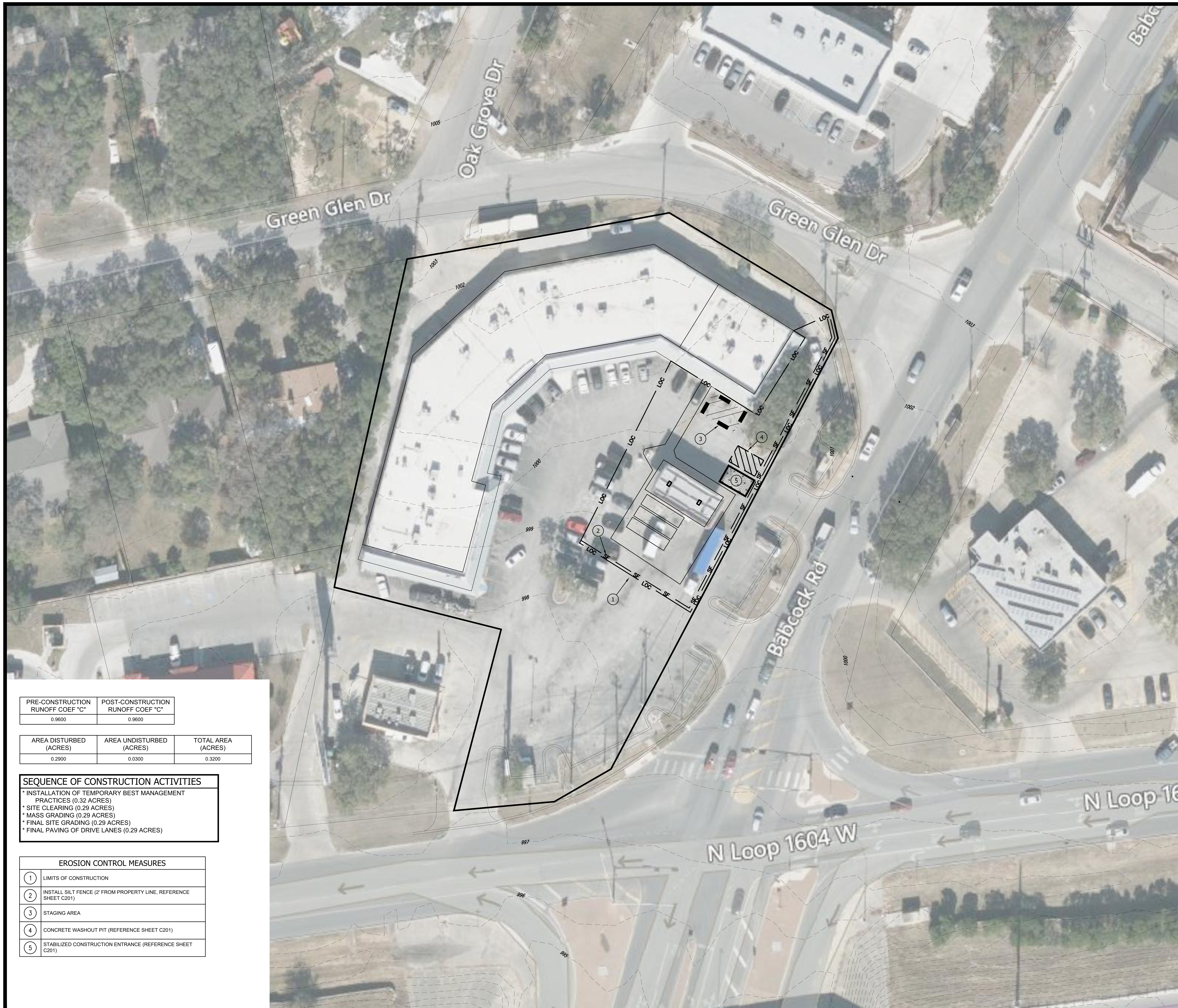

0 15' 30' 60'
SCALE 1" = 30'

N

PRE-CONSTRUCTION RUNOFF COEF "C"	POST-CONSTRUCTION RUNOFF COEF "C"
0.9600	0.9600

AREA DISTURBED (ACRES)	AREA UNDISTURBED (ACRES)	TOTAL AREA (ACRES)
0.2900	0.0300	0.3200

SEQUENCE OF CONSTRUCTION ACTIVITIES

* INSTALLATION OF TEMPORARY BEST MANAGEMENT PRACTICES (0.32 ACRES)
* SITE CLEARING (0.29 ACRES)
* MASS GRADING (0.29 ACRES)
* FINAL SITE GRADING (0.29 ACRES)
* FINAL PAVING OF DRIVE LANES (0.29 ACRES)

EROSION CONTROL MEASURES	
1	LIMITS OF CONSTRUCTION
2	INSTALL SILT FENCE (2' FROM PROPERTY LINE, REFERENCE SHEET C201)
3	STAGING AREA
4	CONCRETE WASHOUT PIT (REFERENCE SHEET C201)
5	STABILIZED CONSTRUCTION ENTRANCE (REFERENCE SHEET C201)

FILE NAME: U:_PROJECTS\579 - E-Z MART 4388\ACAD\SHEETS\0000.00 - C200 EROSION & SEDIMENTATION CONTROL PLAN.DWG
LAST MODIFIED BY: GABRI
LAST MODIFIED ON: January 24, 2025
PLOTTED BY: GABRI
PLOTTED ON: January 24, 2025
PLOTTED WITH: _DWG TO PDF.PC3
PLOT STYLE: V1.0 UP PRODUCTION STANDARD.CTB

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TBPELS F-10194606

STATE OF TEXAS
RYAN R. PLAGENS
111640
LICENSED
PROFESSIONAL ENGINEER
1/24/25

BANESTER ENGINEERING CONSULTANTS, LTD.
28070 SMITHSON VALLEY RD.
SAN ANTONIO, TX 78261

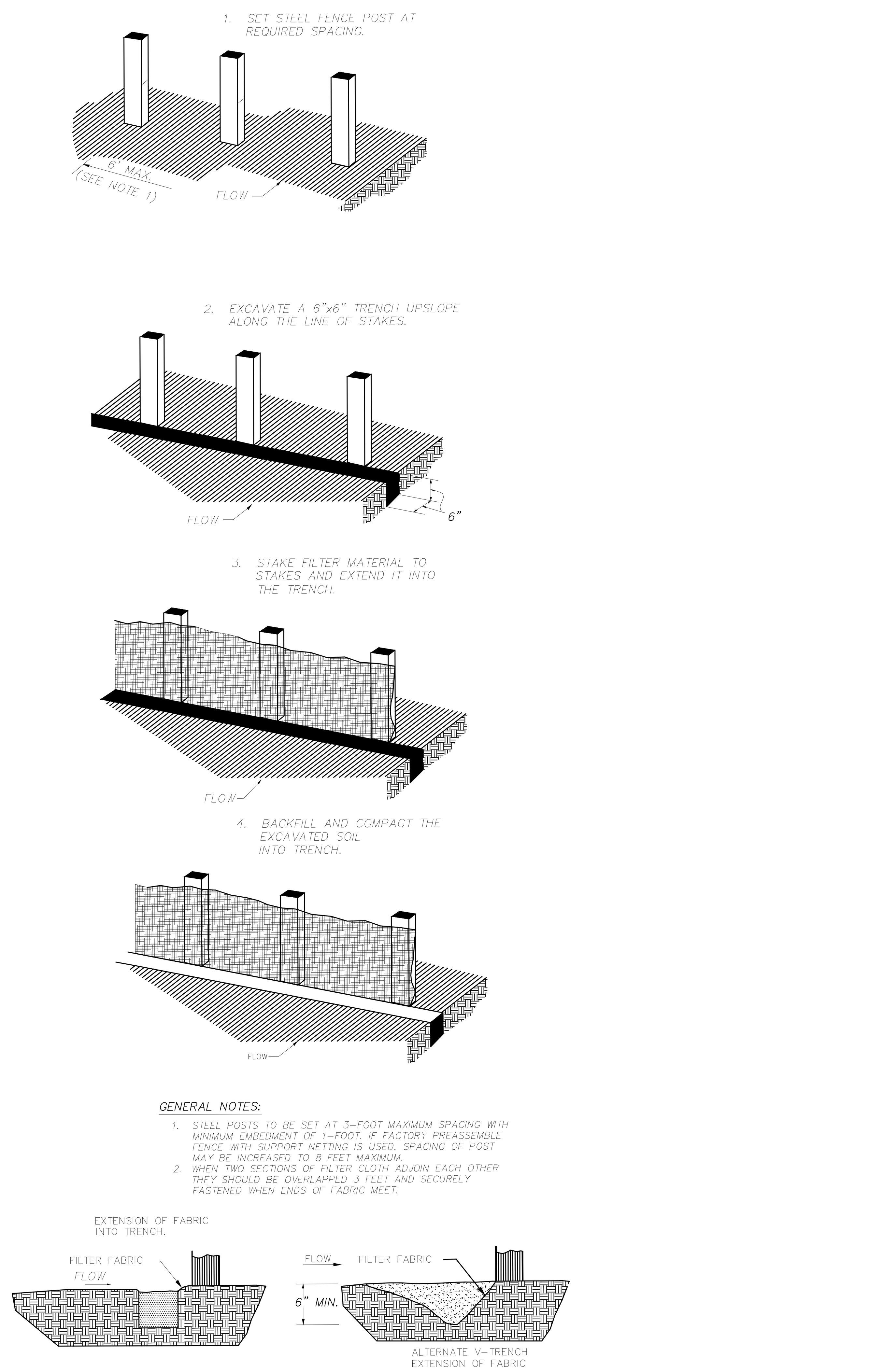
E-Z MART 4388

EROSION & SEDIMENTATION CONTROL PLAN

REV	DATE	DESCRIPTION	BY

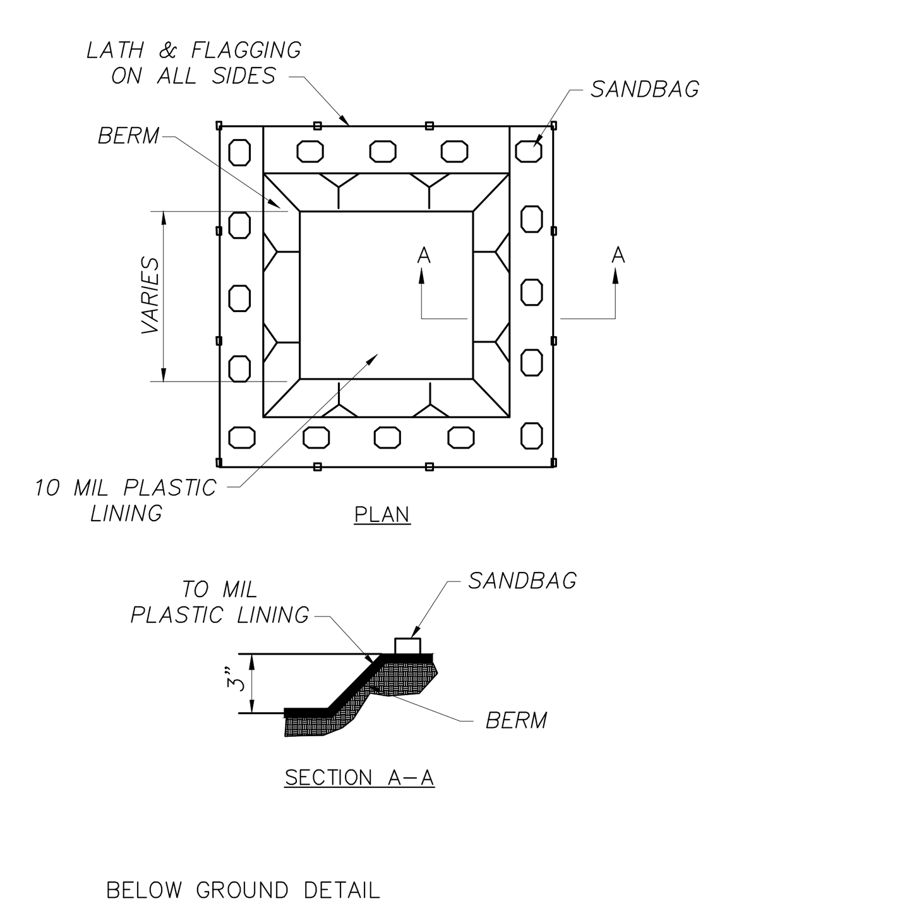
DESIGNED BY: xxx
DRAFTED BY: XXX
CHECKED BY: XXX

SHEET
C200



100 SILT FENCE DETAILS

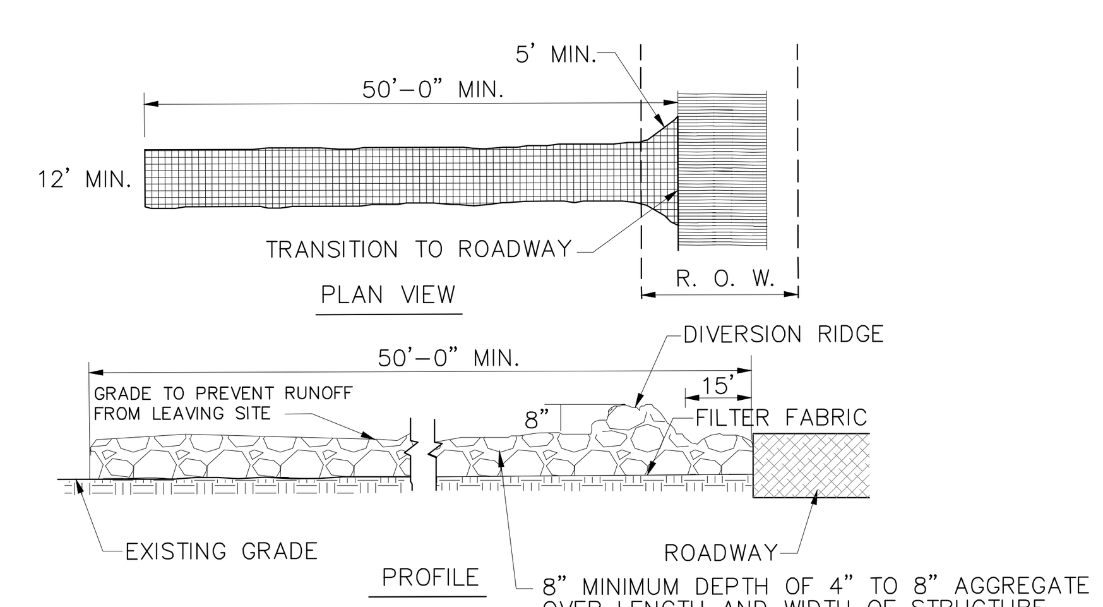
SCALE: N.T.S.



NOTES:
1. ACTUAL LAYOUT DETERMINED IN FIELD.

101 CONCRETE WASHOUT AREA

SCALE: N.T.S.



102 STABILIZED CONSTRUCTION ENTRANCE

SCALE: N.T.S.

SEDIMENTATION AND EROSION CONTROLS

A. DESIGN CRITERIA:
(1) FENCES ARE TO BE CONSTRUCTED ALONG LEVEL CONTOURS.
(2) THE ENDS OF THE FENCE SHALL BE TURNED UPSTREAM TO PREVENT BYPASS OF STORMWATER.
(3) STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
(4) THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT). WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
(5) THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
(6) SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE. WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. THERE SHALL BE A 12"-18" DOUBLE OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
(7) ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO THE ADDITIONAL SILTATION.

B. TEMPORARY DIVERSION DIKE
(1) MAXIMUM DEPTH OF FLOW AT THE DIKE SHALL BE 1 FOOT.
(2) SIDE SLOPES OF THE DIVERSION DIKE SHALL BE 3:1 OR FLATTER.
(3) MINIMUM WIDTH OF THE EMBANKMENT AT THE TOP SHALL BE 2 FEET.
(4) MINIMUM EMBANKMENT HEIGHT SHALL BE 18 INCHES AS MEASURED FROM THE TOE OF SLOPE ON THE UPGRADE SIDE OF THE BERM.
(5) THE DIKES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED AREAS WHICH ARE PROTECTED BY THE DIKE ARE PERMANENTLY STABILIZED UNLESS OTHER CONTROLS ARE PUT INTO PLACE TO PROTECT THE SITE.
(6) COMPACTED EARTH DIKES REQUIRE STABILIZATION IMMEDIATELY UPON PLACEMENT SO AS NOT TO CONTRIBUTE TO THE PROBLEM THEY ARE ADDRESSING.
(7) ALL DIVERSION DIKES SHALL HAVE POSITIVE DRAINAGE TO AN OUTLET.
(8) DIKES MUST BE INSPECTED ON A REGULAR BASIS TO DETERMINE IF SILT IS BUILDING UP BEHIND THE DIKE, OR IF EROSION IS OCCURRING ON THE FACE OF THE DIKE. SILT SHALL BE REMOVED IN A TIMELY MANNER. IF EROSION IS OCCURRING ON THE FACE OF THE DIKE, THE SLOPES OF THE FACE SHALL BE STABILIZED.

C. INTERCEPTOR SWALE
(1) MAXIMUM DEPTH OF FLOW IN THE SWALE SHALL BE 1 FOOT.
(2) THE MINIMUM BOTTOM WIDTH OF THE SWALE SHALL BE 2 FEET.
(3) SIDE SLOPES OF THE SWALE SHALL BE 3:1 OR FLATTER.
(4) MINIMUM DESIGN CHANNEL FREEBOARD SHALL BE 6 INCHES.
(5) SWALES MUST MAINTAIN POSITIVE GRADE TO AN ACCEPTABLE OUTLET.
(6) INTERCEPTOR SWALES MUST BE STABILIZED IMMEDIATELY UPON EXCAVATION SO AS NOT TO CONTRIBUTE TO THE EROSION PROBLEM THEY ARE ADDRESSING.
(7) ALL TREES, BRUSH, STUMPS, OBSTRUCTIONS AND OTHER MATERIAL SHALL BE REMOVED AND DISPOSED OF SO AS NOT TO INTERFERE WITH THE PROPER FUNCTIONING OF THE SWALE.
(8) ALL EARTH REMOVED AND NOT NEEDED IN CONSTRUCTION SHALL BE DISPOSED OF IN AN APPROVED SPOILS SITE.
(9) INSPECTION MUST BE MADE WEEKLY TO LOCATE AND REPAIR ANY DAMAGE TO THE CHANNEL OR TO CLEAR DEBRIS OR OTHER OBSTRUCTIONS SO AS NOT TO DIMINISH FLOW CAPACITY. DAMAGES WHICH RESULT FROM NORMAL CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE END OF EACH WORK DAY.

D. STONE OUTLET SEDIMENT TRAP
(1) MINIMUM WIDTH OF THE EMBANKMENT AT THE TOP SHALL BE 3 FEET PERPENDICULAR TO THE FLOW.
(2) MINIMUM EMBANKMENT SLOPE SHALL BE 3:1
(3) MAXIMUM EMBANKMENT HEIGHT SHALL BE 2 FEET AS MEASURED FROM THE TOE OF SLOPE TO THE CREST OF THE STONE OUTLET. THE HEIGHT OF THE COMPACTED EARTH EMBANKMENT SHALL BE ONE FOOT HIGHER THAN THE CREST OF THE OUTLET.
(4) SEDIMENT SHALL BE REMOVED AND THE AREA DIRECTLY BEHIND THE BERM SHALL BE REGRADED TO ITS ORIGINAL DIMENSIONS AT SUCH POINT WHEN THE CAPACITY OF IMPOUNDMENT HAS BEEN REDUCED TO ONE-HALF OF ITS ORIGINAL STORAGE CAPACITY.
(5) THE STONE OUTLET STRUCTURE SHOULD BE INSPECTED FREQUENTLY AND AFTER EACH MAJOR RAIN EVENT TO CHECK FOR CLOGGING OF THE VOID SPACES BETWEEN STONES. IF THE AGGREGATE APPEARS TO BE SILTED IN SUCH THAT EFFICIENCY IS DIMINISHED, THE STONE SHOULD BE REPLACED.

E. SEDIMENT BASIN
(1) MAXIMUM DRAINAGE AREA CONTRIBUTING TO THE BASIN SHALL BE 100 ACRES.
(2) DEPOSITED SEDIMENT SHALL BE REMOVED WHEN THE STORAGE CAPACITY OF THE BASIN HAS BEEN DEPLETED BY ONE-HALF.
(3) MINIMUM WIDTH OF THE EMBANKMENT AT THE TOP SHALL BE 8 FEET.
(4) MINIMUM EMBANKMENT SLOPE SHALL BE 3:1.
(5) SEDIMENT SHALL BE REMOVED AND THE BASIN SHALL BE REGRADED TO ITS ORIGINAL DIMENSIONS. THE REMOVED SEDIMENT SHALL BE STOCKPILED OR REDISTRIBUTED IN AREAS WHICH ARE PROTECTED FROM EROSION.
(6) THE BASIN OUTLET STRUCTURE AND EMERGENCY SPILLWAY (IF PRESENT) SHOULD BE CHECKED FREQUENTLY AND AFTER EACH MAJOR RAIN EVENT TO CHECK FOR DAMAGE.

F. STABILIZED CONSTRUCTION EXIT
(1) STONE SIZE - 4 TO 8 INCHES CRUSHED ROCK.
(2) LENGTH - AS EFFECTIVE, BUT NOT LESS THAN 50 FEET, UNLESS DEPTH OF LOT IS LESS THAN 150 FEET FROM EDGE OF PAVEMENT WHERE LENGTH MUST ONLY BE 30 FEET.
(3) THICKNESS - NOT LESS THAN 8 INCHES.
(4) WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
(6) MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY, MUST BE REMOVED IMMEDIATELY.
(7) DRAINAGE - ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

ADDITIONAL NOTES:
(1) UPON COMPLETION OF CONSTRUCTION ALL DISTURBED AREAS SHALL BE REVEGETATED TO 70% OF EXISTING CONDITIONS IN ACCORDANCE WITH THE SWPPP AND TPDES REQUIREMENTS.
(2) THIS PROJECT WILL NOT USE ANY OFF-SITE MATERIAL, WASTE/BORROW/FILL, OR EQUIPMENT STORAGE AREAS.
(3) THIS SITE IS LOCATED ADJACENT TO JURISDICTIONAL WATERS.

UP ENGINEERING + SURVEYING
111 TOWER DR, SUITE 325
SAN ANTONIO, TX 78232 TEL 210-774-5504
WWW.UPENGINEERING.COM TBPE F-17992
TBPELS F-10194606

1/24/25

STATE OF TEXAS
RYAN R. PLAGENS
111640
LICENSED PROFESSIONAL ENGINEER

BANESTER ENGINEERING CONSULTANTS, LTD.
28070 SMITHSON VALLEY RD.
SAN ANTONIO, TX 78261

E-Z MART 4388

EROSION & SEDIMENTATION CONTROL DETAILS

REV	DATE	DESCRIPTION	BY

DESIGNED BY: xxx
DRAFTED BY: XXX
CHECKED BY: XXX

SHEET
C201

FILE NAME: U:_PROJECTS\79 - E-Z MART 4388\CAD\SHEETS\000.00 - C201 EROSION CONTROL DETAILS.DWG
LAST MODIFIED ON: January 23, 2025
LAST MODIFIED BY: Caleb
PLOTTED ON: January 24, 2025
PLOTTED WITH: DWG TO PDF.PC3
PLOT STYLE: V1.0 UP PRODUCTION STANDARD.CTB

INSPECTION AND MAINTENANCE FOR BMP'S

The temporary BMP's will be scheduled for inspection and repair once every week (7 days) and following any rainfall event that is greater than 0.5 inch. The contractor is responsible for logging all inspections, rainfall events and repairs. The contractor is also responsible for cleaning up any sediment that is released onto adjacent roadways after any rainfall event. The following forms shall be used for inspection and maintenance reports that are required to be kept on the project site by the contractor.

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STORM WATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

_____

_____

_____

_____

REASONS FOR CHANGES:

_____

_____

_____

_____

INSPECTOR'S SIGNATURE:_____ DATE:_____

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Silt Fence

Description

This item shall consist of providing and placing a filter fabric fence including maintenance of the fence, removal of accumulated silt and removal of the fence upon completion of the project.

Materials

(1) Fabric

(a) General: The filter fabric shall be of nonwoven polypropylene, polyethylene or polyamide thermoplastic fibers with non-raveling edges. The fabric shall be non-biodegradable, inert to most soil chemicals, ultraviolet resistant, unaffected by moisture or other weather conditions, and permeable to water while retaining sediment. The filter fabric shall be supplied in rolls a minimum of 36 inches wide.

(b) Physical Requirements: The fabric shall meet the following requirements when sampled and tested in accordance with the methods indicated.

Physical Properties	Method	Requirements
Fabric Weight(oz/sy)	TEX-616-J	4.5 minimum
Water Flow Rate (gal/sq. ft/minute)	TEX-616-J	40 maximum
Equivalent Opening Size: US Standard sieve(number)	CW-02215, US Army Corps of Engineers	40 to 100
Mullen Burst Strength(psi)	ASTM D 3786	300 minimum
Ultraviolet Resistance; Strength retention (%)	ASTM D 1682	70 minimum

(2) Posts: Posts shall be painted or galvanized steel Tee or Y-posts with anchor plates, not less than 4 feet in length with a minimum weight of 1.25 pounds per foot with a minimum Brinell Hardness of 140. Hangers shall be adequate to secure fence and fabric to posts. Posts and anchor plates shall conform to ASTM A 702.

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(3) Wire Fence: Wire fence shall be woven wire backing to support the fabric should be 2" x 4" welded wire, 12 gauge minimum.

Construction Methods

The silt fence fabric shall be securely attached to the posts and the wire support fence with the bottom 12 inches of the filter material buried in a trench a minimum of 6 inches deep and 6 inches wide to prevent sediment form passing under the fence. When the silt fence is constructed on impervious material, a 12-inch flap of fabric shall be extended upstream from the bottom of the silt fence and weighted to limit particulate loss. No horizontal joints will be allowed in the filter fabric. Vertical joints shall be overlapped a minimum of 12 inches with the ends sewn or otherwise securely tied.

The silt fence shall be a minimum of 24 inches high. Posts shall be embedded a minimum of 12 inches in the ground, placed a maximum of 8 feet apart and set on a slight angle toward the anticipated runoff source. When directed by the Engineer, posts shall be set at specified intervals to support concentrated loads.

Maintenance

The silt fence shall be repaired, replaced, and/or relocated when necessary or as directed by the Engineer. Accumulated silt shall be removed when it reaches a depth of 6 inches. Silt fencing shall be clear of trash/debris during inspections.

Measurement

The work performed, and the materials furnished under this item will be measured by the linear foot of "Silt Fence", complete in place.

Rock Filter Dams

Description

This Item shall govern for the materials to be furnished and for the installation, maintenance and removal of rock filter dams of the dimensions shown on the plans. The rock filter dams shall be constructed at the locations shown on the plans and as directed by the Engineer. This Item will be used during construction to control erosion and sedimentation.

Materials

Unless otherwise specified, all aggregate used for the construction of the rock filter dams shall be hard, durable, clean, open-graded, and shall naturally resist crumbling, flaking and eroding. Aggregate gradation shall be 3 to 6 inches for rock filter dams Types 1, 2 and 4 and shall be 4 to 8 inches for Type 3.

The galvanized steel wire mesh and tie wires for Types 2 and 3 shall be a minimum 20 gauge unless specified otherwise on the plans.

For Type 4: Steel wire mesh shall utilize a double twisted hexagonal weave; mesh opening shall be a nominal 2.50" x 3.25"; steel wire for netting shall be 0.0866" (U.S. Gauge No. 13) minimum; steel wire for selvedges and corners shall be 0.1063" (U.S. Gauge No. 110 minimum; and binding or tie wire shall be 0.0866" (U.S. Gauge No. 13) minimum.

Unless otherwise specified, the sandbag material shall be made of polypropylene, polyethylene or polyamide woven fabric, minimum unit weight four (4) ounces per square yard, Mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70 percent. The sandbag size shall be 24 to 30 inches in length, 16 to 18 inches in width, six (6) to eight (8) inches thick and weight 90 to 125 pounds. The sand shall be course grade.

Construction Methods

Trees, brush, stumps and other objectionable material shall be removed and disposed of as necessary so as not to interfere with the construction of the filter dams.

The filter dams shall be constructed according to the following criteria unless otherwise shown on the plans:

1. Type 1 (non-reinforced)
    a. Height -
        i. 18 inches minimum, measured vertically from existing ground to top of filter dam.
    b. Top Width

        i. 2 feet minimum
    c. Slopes
        i. 2:1 maximum
2. Type 2 (reinforced)
    a. Height
        i. 18 inches minimum, measured vertically from existing ground to top of filter dam.
    b. Top Width
        i. 2 feet minimum
    c. Slopes
        i. 2:1 maximum

The aggregate shall be placed on the galvanized wire mesh to the lines, height and slopes specified without resulting in undue voids, and to the satisfaction of the Engineer. The mesh shall be folded at the upstream side over the aggregate and secured to itself on the downstream side. The mesh shall be attached to itself with wire ties, hog rings, or as directed by the Engineer.

3. Type 3 (reinforced)
    a. Height
        i. 36 inches minimum, measured vertically from existing ground to top of filter dam.
    b. Top Width
        i. 2 feet minimum
    c. Slopes
        i. 2:1 maximum

The aggregate shall be placed on the galvanized wire mesh to the lines, height and slopes specified without resulting in undue voids, and to the satisfaction of the Engineer. The mesh shall be folded at the upstream side over the aggregate and secured to itself on the downstream side. The mesh shall be attached to itself with wire ties, hog rings, or as directed by the Engineer.

4. Type 4 (Sack Gabions)

    Sack gabions are supplied folded flat, packed in bundles. Single sacks shall be removed from the bundle, unfolded flat on the ground, and all kinks and bends stepped out.

    For vertical filling, the two sides edge wires are connected by using the lacing wire in a "single loop – double loop" pattern on a 4" to 5" spacing. At one end, the "end lacing rod" must be pulled tight, wrapped around the end and twisted 4 times. At the filling end, the rod shall be pulled tight, cut, leaving about 6" length and twisted 4 times.

For horizontal filling, the sack shall be placed flat in a filling trough, filled with stone and then sides connected as described above. The ends shall be secured as described above.

Lifting and placing shall be accomplished by placing a No. 6 rebar (or equal) 5' long in the mesh, perpendicularly to the longitudinal axis and close to the knot of one end. Lifting should be made from the central point. Sack gabions shall conform to existing contours.

5. Type 5. Type 5 as shown on the plans.

Maintenance

The area upstream from the filter dams shall be maintained in a condition which will allow sediment to be removed following the runoff of a rainfall event. When the silt reaches a depth equal to 1/3 the height of the dam or 1 foot, whichever is less, the Contractor shall remove the accumulated sediment and dispose of it at an approved site in a manner that will not contribute to additional siltation. The filter dams shall be reshaped as needed and as directed by the Engineer.

The filter dams shall be maintained in place until all upstream areas are adequately stabilized. When the special Specification, "Temporary Erosion, Sedimentation and Water Pollution Prevention and Control" is in the contract, stabilization shall be as described in Subarticle 4.C of that specification. The area beneath the filter dams and area damaged by the removal process shall then be stabilized by the Contractor using appropriate methods as approved by the Engineer.

Measurement

This Item will be measured by the linear foot or by the cubic yard, as shown on the plans. When measured by the linear foot, measurement will be along the centerline of the top of the dam. When measured by the cubic yard, measurement will be the volume for rock computed in its final position by the method of average end areas or in vehicles at the point of delivery. The measured volume will include sandbags, if they are used.

Each time the Engineer directs that the filter dam (or portions thereof) be removed or removed and replaced, it will be measured for payment.

Concrete Washout

Description

Concrete waste management prevents the discharge of pollutants to stormwater from concrete waste by conducting washout off-site performing on-site washout in a designated area (concrete washout BMP), and training employees and subcontractors

Materials

Temporary concrete washouts should be designed with sufficient quantity and volume to contain all liquid and concrete waste. Plastic lining material should be a minimum of 10 mil polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material. Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile or dispose in a location as to not allow for additional sedimentation onsite.

Construction Methods

The concrete washout should be installed prior to the start of any concrete activities or deliveries. Construction of the concrete washout shall comply with the provided detail and/or TCEQ guidelines.

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

Maintenance

Washout should be inspected at least once per seven calendar days, or within 48 hours of a rainfall event. Remove and dispose of hardened concrete and return the facility to a functional condition. Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.

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INSPECTIONS

DATE OF INSPECTION	CONTROL INSPECTED	OBSERVATIONS	COMPLIANCE WITH SWPPP		INSPECTOR'S SIGNATURE	TITLE/ QUALIFICATIONS
			YES	NO		

RECORD OF CONSTRUCTION ACTIVITY

DATE STARTED	DATE ENDED	TYPE OF ACTIVITY	CONTROL MEASURES	INSPECTOR SIGNATURE	TITLE/ COMPANY

NON-STORMWATER DISCHARGES

DATE	INSPECTOR	TITLE	COMPANY	DISHARGE TYPE	POLLUTION CONTROL MEASURE

CONSTRUCTION MATERIALS

DATE STORED ONSITE	DATE REMOVED FROM SITE	DESCRIPTION	INSPECTOR'S SIGNATURE	TITLE	COMPANY

STABILIZATION RECORD

CONSTRUCTION/GRADING		STABILIZATION			SIGNATURE		
DATE BEGAN	DATE ENDED	DATE BEGAN	AREA OF SITE STABILIZATION	TYPE OF STABILIZATION USED	INSPECTOR	TITLE	COMPANY

RAINFALL DATA

DATE OF RECORDED RAINFALL	AMOUNT OF RAINFALL (INCHES)	SIGNATURE OF INSPECTOR	TITLE/COMPANY

SUBCONTRACTOR RESPONSIBILITIES

				INITIALS	
DATE	SUBCONTRACTOR COMPANY	CONSTRUCTION ACTIVITY TO BE PERFORMED	DESCRIPTION OF POLLUTION PREVENTION RESPONSIBILITY	SUBCONTRACTOR	CONTRACTOR

Attachment J

Schedule of Interim and Permanent Soil Stabilization Practices

Schedule of Interim and Permanent Soil Stabilization Practices

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

After all pump/tank/canopy construction has been completed, final stabilization of the construction area on all unpaved areas and areas not covered by permanent structures shall be completed by even distribution of 70% of the native background vegetative cover or equivalent permanent stabilization measures.

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TCEQ Form – 0600

Permanent Stormwater Section

Permanent Stormwater Section

Texas Commission on Environmental Quality

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

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

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

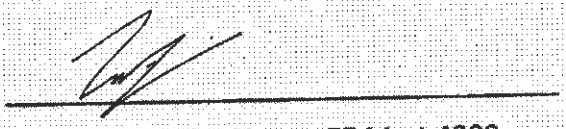
Signature

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

Print Name of Customer/Agent: Lee Farris

Date: 10/22/2024

Signature of Customer/Agent



Regulated Entity Name: EZ Mart 4388

Permanent Best Management Practices (BMPs)

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

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

   ☒ N/A

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

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

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

☒ N/A

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

   ☒ N/A

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

   ☐ The site will be used for low density single-family residential development and has 20% or less impervious cover.
   ☐ The site will be used for low density single-family residential development but has more than 20% impervious cover.
   ☒ The site will not be used for low density single-family residential development.

5. The executive director may waive the requirement for other permanent BMPs for multi-family residential developments, schools, or small business sites where 20% or less impervious cover is used at the site. This exemption from permanent BMPs must be recorded in the county deed records, with a notice that if the percent impervious cover increases above 20% or land use changes, the exemption for the whole site as described in the property boundaries required by 30 TAC §213.4(g) (relating to Application Processing and Approval), may no longer apply and the property owner must notify the appropriate regional office of these changes.

   ☐ **Attachment A - 20% or Less Impervious Cover Waiver.** The site will be used for multi-family residential developments, schools, or small business sites and has 20% or less impervious cover. A request to waive the requirements for other permanent BMPs and measures is attached.
   ☒ The site will be used for multi-family residential developments, schools, or small business sites but has more than 20% impervious cover.
   ☐ The site will not be used for multi-family residential developments, schools, or small business sites.

6. ☐ **Attachment B - BMPs for Upgradient Stormwater.**

☐ A description of the BMPs and measures that will be used to prevent pollution of surface water, groundwater, or stormwater that originates upgradient from the site and flows across the site is attached.

☐ No surface water, groundwater or stormwater originates upgradient from the site and flows across the site, and an explanation is attached.

☐ Permanent BMPs or measures are not required to prevent pollution of surface water, groundwater, or stormwater that originates upgradient from the site and flows across the site, and an explanation is attached.

7. ☐ **Attachment C - BMPs for On-site Stormwater.**

☐ A description of the BMPs and measures that will be used to prevent pollution of surface water or groundwater that originates on-site or flows off the site, including pollution caused by contaminated stormwater runoff from the site is attached.

☐ Permanent BMPs or measures are not required to prevent pollution of surface water or groundwater that originates on-site or flows off the site, including pollution caused by contaminated stormwater runoff, and an explanation is attached.

8. ☐ **Attachment D - BMPs for Surface Streams.** A description of the BMPs and measures that prevent pollutants from entering surface streams, sensitive features, or the aquifer is attached. Each feature identified in the Geologic Assessment as sensitive has been addressed.

☒ N/A

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

☒ The permanent sealing of or diversion of flow from a naturally-occurring sensitive feature that accepts recharge to the Edwards Aquifer as a permanent pollution abatement measure has not been proposed.

☐ **Attachment E - Request to Seal Features.** A request to seal a naturally-occurring sensitive feature, that includes, for each feature, a justification as to why no reasonable and practicable alternative exists, is attached.

10. ☐ **Attachment F - Construction Plans.** All construction plans and design calculations for the proposed permanent BMP(s) and measures have been prepared by or under the direct supervision of a Texas Licensed Professional Engineer, and are signed, sealed, and dated. The plans are attached and, if applicable include:

☐ Design calculations (TSS removal calculations)
☐ TCEQ construction notes
☐ All geologic features
☐ All proposed structural BMP(s) plans and specifications

☒ N/A

11. ☐ **Attachment G - Inspection, Maintenance, Repair and Retrofit Plan.** A plan for the inspection, maintenance, repairs, and, if necessary, retrofit of the permanent BMPs and measures is attached. The plan includes all of the following:

    ☐ Prepared and certified by the engineer designing the permanent BMPs and measures
    ☐ Signed by the owner or responsible party
    ☐ Procedures for documenting inspections, maintenance, repairs, and, if necessary retrofit
    ☐ A discussion of record keeping procedures

    ☒ N/A

12. ☐ **Attachment H - Pilot-Scale Field Testing Plan**. Pilot studies for BMPs that are not recognized by the Executive Director require prior approval from the TCEQ. A plan for pilot-scale field testing is attached.

    ☒ N/A

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

    ☒ N/A

Responsibility for Maintenance of Permanent BMP(s)

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

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

    ☒ N/A

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

    ☒ N/A

TCEQ Form – XXXXX

Owner Authorization Form

Owner Authorization Form

Texas Commission on Environmental Quality
for Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

Land Owner Authorization

I, Ali Saleh of Sunshine Babcock Holdings LLC
Owner Signatory Name — Land Owner Name (Legal Entity or Individual)

am the owner of the property located at
15503 Babcock Rd., San Antonio, TX 78255
Legal description of the property referenced in the application

and am duly authorized in accordance with §213.4(c)(2) and §213.4(d)(1) or §213.23(c)(2) and §213.23(d) relating to the right to submit an application, signatory authority, and proof of authorized signatory.

I do hereby authorize GPM Southeast, LLC
Applicant Name (Legal Entity or Individual)

to conduct UST Plan Modification
Description of the proposed regulated activities

at 15503 Babcock Rd., SAn Antonio, TX 78255
Precise location of the authorized regulated activities

Land Owner Acknowledgement

I understand that Sunshine Babcock Holdings LLC
Land Owner Name (Legal Entity or Individual)

Is ultimately responsible for compliance with the approved or conditionally approved Edwards Aquifer protection plan and any special conditions of the approved plan through all phases of plan implementation even if the responsibility for compliance and the right to possess and control the property referenced in the application has been contractually assumed by another legal entity. I further understand that any failure to comply with any condition of the executive director's approval is a violation is subject to administrative rule or orders and penalties as provided under §213.10 (relating to Enforcement). Such violation may also be subject to civil penalties and injunction.

Land Owner Signature

Ali Saleh — 7/20/2024

Land Owner Signature — Date

THE STATE OF § Texas

County of § Bexar

BEFORE ME, the undersigned authority, on this day personally appeared Ali Saleh 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 day of July, 2024

NOTARY PUBLIC

Norman Muller

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: 9-21-2026

NORMAN MULLER
Notary Public, State of Texas
Comm. Expires 09-21-2026
Notary ID 131732963

Attached: (Mark all that apply)

- [x] Lease Agreement
- [ ] Signed Contract
- [ ] Deed Recorded Easement
- [ ] Other legally binding document

Applicant Acknowledgement

I, Lee Farris of GPM Southeast, LLC
Applicant Signatory Name — Applicant Name (Legal Entity or Individual)

acknowledge that Sunshine Babcock Holdings LLC
Land Owner Name (Legal Entity or Individual)

has provided GPM Southeast, LLC
Applicant Name (Legal Entity or Individual)

with the right to possess and control the property referenced in the Edwards Aquifer protection plan.

I understand that GPM Southeast, LLC
Applicant Name (Legal Entity or Individual)

is contractually responsible for compliance with the approved or conditionally approved Edwards Aquifer protection plan and any special conditions of the approved plan through all phases of plan implementation. I further understand that failure to comply with any condition of the executive director's approval is a violation is subject to administrative rule or orders and penalties as provided under §213.10 (relating to Enforcement). Such violation may also be subject to civil penalties and injunction.

Applicant Signature

Applicant Signature — Date: 8/8/24

THE STATE OF § Texas

County of § Bowie

BEFORE ME, the undersigned authority, on this day personally appeared Lee Farris 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 8 day of August

HEATHER DAVIS
NOTARY PUBLIC
STATE OF TEXAS
ID # 13328785-1
My Comm. Expires 08-23-2025

Heather Davis
NOTARY PUBLIC

Heather Davis
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: 8/23/2025

#594

#62

MODIFICATION OF LEASE

This modification agreement is entered into between NORMAN L. HARWELL, referred to as "Landlord" in this agreement, and ICE STORES INCORPORATED, dba LONE STAR ICE AND FOOD STORES, referred to as "Tenant" in this agreement.

I.

Recitals

A. The Landlord and Tenant entered into a written lease, referred to in this agreement as the "Lease", on February 1, 1985. for a portion of the premises commonly known as the Babcock Road Center at 15503 Babcock Road, San Antonio, Bexar County, Texas 78239. A copy of the Lease is attached to this agreement as Exhibit "A" and is incorporated by reference.

Lone Star Ice & Food Store #62

B. The Landlord and Tenant have agreed to modify the Lease by expanding the Leased Premises to include other space in the shopping center.

NOW, THEREFORE, for and in consideration of the mutual promises herein expressed and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree that the Lease shall be modified as follows:

II.

Landlord and Tenant agree that the premises covered by the Lease as modified by this agreement, shall be expanded to include a total of 2,700 square feet of the shopping center, to include the prior described premises of 2,000 square feet and an additional 700 square feet adjacent to the prior described leased premises. The new expanded leased premises, totaling 2,700 square feet, shall be the "Demised Premises" as defined in the Lease, for all purposes. A detailed description and depiction of the new expanded leased premises is attached hereto as Exhibit "B" and is incorporated by this reference.

[redacted]

III.

Except as expressly provided herein, all provisions of the Lease shall continue in full force and effect.

This Modification Agreement is to be effective on the 1st day of May, 1993.

LANDLORD:

DATE: May 1st 1993

NORMAN L. HARWELL

TENANT:

ICE STORES, INCORPORATED, dba
LONE STAR ICE AND FOOD STORES

DATE: May 1st 1993

BY: ROBERT DAVIS, President

62

1216 Hoefgen
San Antonio, Tx 78210

September 30, 1994

Mr. Norman Harwell
4001 N. New Braunfels
San Antonio, Texas 78209

Dear Mr. Harwell:

Lone Star Ice & Food Stores wishes to extend the terms of the lease of our Store #62, located 15503 Babcock @ 1604, for a period of five (5) years.

This lease will begin on February 1, 1995 and end on January 31, 2000.

Sincerely,
LONE STAR ICE & FOOD STORES

Charles Lander
Treasurer

Reviewed by Keith 10/15/93
12:45 PM

LEASE AND CONSIGNMENT SALE CONTRACT

AGREEMENT dated the 11 day of October, 1993, by and between ICE STORES, INCORPORATED ("Lessor") and RAM OIL CORPORATION ("Lessee").

1. Term. The initial term of this Agreement shall commence on the earlier of (i) the completion of the installation of Lessee's equipment, tanks, pumps, islands, and all appurtenances thereto (the "Lessee's Equipment") into and on the Premises, or (ii) the 31 day of Dec, 1993, and shall end on the 30 day of Dec, 2005, unless sooner terminated as herein provided.

1(a). Removal of Lessee's Old Equipment. Prior to the installation of Lessee's Equipment into and on the Premises, Lessee shall cause the Equipment and Personal Property comprising the gasoline service island previously installed by Lessee on another portion of the Location ("Lessee's Old Equipment"), at Lessee's cost and expense, but subject to Lessee's entitlement to request full reimbursement from the Texas Department of Transportation. Lessee's removal of Lessee's Old Equipment from other portions of the Location shall be conducted in a manner so as to leave the real property in substantially its condition prior to the installation of Lessee's Old Equipment by Lessee. Further, Lessee, at Lessee's cost and expense, shall conduct all appropriate and required tests and studies to establish that the Real Property has been adequately returned to its former condition, free of any contaminants or pollution as may have resulted from Lessee's Old Equipment.

2. Premises Leased. Lessor hereby leases to Lessee, a tract of land with improvements thereon (the "Premises") in the City of San Antonio, Bexar County, Texas, located at Lessor's business location ("Location") at 15503 Babcock Road, Suite 1, San Antonio, Texas, 78228, said Premises being more particularly described on Exhibit "B" attached hereto and made a part hereof, together with the use of the Location to provide for right-of-access to said Premises for Lessee and all retail customers who will be purchasing motor fuels (the "Products") from said Premises, and together with such underground space as is necessary for the installation by Lessee of Lessee's Equipment for the Products, and together with all appurtenances thereto and all right, title and interest of Lessor to use any and all roads, streets and ways bounding the said Location.

2(a). Installation of Lessee's Equipment. Subject to the terms and provisions of Paragraph 12 hereinafter, upon the execution of this Agreement, Lessee will take all reasonable steps to install Lessee's Equipment on the Premises. Lessee shall be entitled to install Lessee's Old Equipment on the Premises so that Lessee's Old Equipment shall become "Lessee's Equipment" as herein defined. However, prior to

Gasoline agreement!

and during such installation, Lessee agrees to and shall comply with all federal, state, and local laws, rules, regulations, and ordinances with respect to the condition, testing, and installation of Lessee's Equipment. Specifically, and without limiting the generality of the foregoing, Lessee agrees to and shall comply with all laws, rules, and regulations of the Environmental Protection Agency, the Texas Water Commission, and all regulations concerning the Edwards Aquifer Recharge Zone. Further, Lessor shall, in its reasonable discretion, determine the exact location and configuration of Lessee's Equipment on the Premises. Lessee shall install Lessee's Equipment as hereinabove provided within sixty (60) days after the date of this Agreement, and if Lessee should fail to install the Equipment within such time period, then Lessor shall have the option of terminating this Agreement by written notice to Lessee and upon such notice, this Agreement shall be null and void and of no further force or effect, except that Lessee shall have the obligation to return the Premises and the Location to its prior condition, and Lessee shall remove all of Lessee's old equipment as provided in Paragraph 1(a) above.

3. Use of Leased Premises. The use of said Premises under this Agreement shall be for the sole purpose of, and to the extent necessary for, the sale of Lessee's Products by Lessor on consignment as a part of the general business operations of Lessor at said Location and the Lessor reserves the right to use said Location and said Premises or any part thereof at any time for any other uses which are not competitive with such sale by Lessor of Lessee's Products on said Premises.

4. Sale of Gasoline Products on Premises.

(a) Subject to the limitation set out in Paragraph 4(g) and Paragraph 12, Lessee, as Consignor, agrees to supply to Lessor, as Consignee, all motor fuels (the Products) required for sale by Lessor at said location.

(b) Said Products shall be delivered by Lessee to Lessor on consignment for sale by lessor to the public at retail. Until such sale by Lessor at retail in the regular course of Lessor's business, said Products shall be and remain the property of Lessee. If there shall be any of Lessee's Products at said Premises at the termination of this Agreement and said Products which are still on hand at said Premises at such time shall be and remain Lessee's property and shall be removed by Lessee upon demand and at Lessee's expense.

(c) Said Products shall be supplied by Lessee (in such a "mix" of regular, premium and/or special gasoline motor fuels as Lessee shall consider advisable from time to time). Deliveries are to be in the amount of the motor fuels allocation, if any, applicable to said Premises from time to time under the Federal Energy Act

Allocation Program, but said deliveries shall not be less than a minimum of 360,000 gallons during each yearly (successive twelve months) period; provided, however, that the amount of gasoline to be delivered by Lessee hereunder shall be subject to Lessee's right to allocate supplies of available product as provided in Paragraph 14 below and to Lessee's right or obligation to allocate products pursuant to any statutory or regulatory requirement of the United States or any other Governmental body having jurisdiction. All costs of supply and delivery to said Premises shall be borne by Lessee and Lessor.

(d) Lessee shall furnish, install, maintain and keep in good repair all equipment necessary for the sale and dispensing of said Products on said Premises.

(e) Lessor agrees to display prominently at said location all signs, posters, and the like, relating to the Products as supplied to it by Lessee from time to time. Title to all such signs and advertising material furnished to Lessor shall remain in Lessee and may be removed by it upon termination of this Agreement without liability to Lessor for trespass or damages to the location or to Lessor's business. Furthermore, Lessor agrees that the tradenames, trademarks, and other protective rights owned or controlled by Lessee and the goodwill attaching thereto and to its products, are and shall remain the sole property of Lessee.

(f) Lessee is to have all risk and responsibility for destruction or loss of said Products by fire , casualty, leakage, evaporation, or any other reason, until the same are sold by Lessor to retail customers. Lessor shall have no responsibility for any loss or destruction of said Products or any missing Products.

(g) Lessor agrees to use its best efforts to promote the sale of Lessee's Products at said Premises during Lessor's regular business hours at said Location, except as provided in Paragraph 14 hereinbelow. Lessor agrees that Lessor and/or Lessor's employees shall furnish during Lessor's normal business hours all services reasonably required for the sales, dispensing and delivery of said Products by Lessor to retail customers and for the collection of the sales prices of said Products from Lessor's retail customers. However, nothing herein shall require Lessor to conduct its business and sale of the Products other than in a "self service" manner as normally conducted by Lessor in Lessor's general business operations. Said services shall be furnished by the Lessor for Lessor's own account in connection with Lessor's general business operations of the sale of merchandise to the public at the Location of which said Premises are a part. In the event Lessor is prevented from selling Lessee's Products at said Premises because Lessee has failed to supply said Products for any reason (except in the event that Lessee has refused to deliver Lessee's Products to the Premises for the express reason of non-payment of amounts due to be paid by Lessor

hereunder), Lessor may purchase other Products from other persons as Lessor may choose in its sole discretion, to sell on the Premises until such time as Lessee is again able or willing to supply Lessee's Products to Lessor for sale at the Premises. If at the time Lessor elects to purchase Products from an alternative source the Premises are tied to a particular brand, Lessor shall, at its sole election, either procure Products of the same brand from such alternative source or shall debrand the Premises prior to purchasing other brands of Products.

(h) The relationship between Lessor and Lessee in connection with said services and in connection with the sale of said Products by Lessor shall be that of independent parties and shall in no event be a Joint Venture, Partnership or joint undertaking of any kind. Lessee shall have no authority or supervision over, and no responsibility whatsoever for, the employment, supervision and/or actions of Lessor and/or Lessor's employees in the sale, dispensing or delivery of the Products at retail or collection therefor, and shall in no event be responsible for negligence of Lessor and its employees. Neither Lessor nor any of the individuals whose compensation for services is paid by Lessor is in any way, directly or indirectly, expressly or by implication, an employee of Lessee, and Lessor accepts exclusive liability for compliance with all state and federal laws relating to employment and all the incidents thereof with respect to Lessor or individuals whose compensation for services is paid by Lessor.

(i) The retail sales prices for all of the Products shall be established by Lessee from time to time upon notification to Lessor, and Lessor shall sell Lessee's Products at retail at such established prices. The established prices referred to herein shall at all times be subject to change by Lessee for any cause that Lessee may deem good and sufficient.

(j) Lessee reserves the right to have all of the Products sold under Lessee's name or under such other tradename as Lessee shall designate.

(k) Lessor shall cooperate with Lessee in every way necessary for compliance with the Texas Uniform Commercial Code. Lessor's cooperation (as "Debtor" under the UCC) shall include (but not be limited to) providing Lessee (as "Secured Party" under the UCC) any statements which must be filed by Lessee in order to protect Lessee's interests in the Products while they are in the custody of Lessor.

(l) Payment of Taxes:

(1) Lessee shall pay all ad valorem and other taxes now or hereafter assessed on the consigned Products and on Lessee's Equipment; and Lessee shall indemnify Lessor against any liability for any such ad valorem taxes as may be assessed against Lessor.

(2) Lessor shall and does hereby accept full and exclusive liability for the payment of any and all premiums, contributions, and taxes for unemployment insurance, and for old age pensions, annuities, and retirement benefits, now or hereafter imposed by or pursuant to federal and state laws, which are measured by the wages, salaries, or other renumeration paid to persons employed by Lessor in connection with the performance of this contract; and Lessor shall indemnify Lessee against any liability for any such premiums, taxes, or contributions respecting Lessor's employees that may be assessed against Lessee. Lessor shall enter into any agreement that has been or may hereafter be prescribed by any federal or state governmental body or authority in order to effectuate the aforesaid purposes.

(m) Lessor shall make a settlement with Lessee weekly for all of Lessee's Products sold by Lessor at said Premises; said weekly payment is to be in the amount of the total retail selling price of all of the Products sold during said week. Said weekly payment shall follow the form set out in Exhibit "A" attached hereto and shall in each case be made in cash, provided, however, that Lessee may from time to time (by written notification to Lessor) make such credit card arrangements or other credit arrangements as it may be willing to specify as acceptable in place of cash as a part of any such weekly payment.

(n) Lessor warrants to Lessee that Lessor is operating (and will operate throughout the entire term of this Agreement), Lessor's general business at the Location of which said Premises form a part; that the sale of Lessee's Products will not constitute a substantial part of the business conducted and to be conducted by Lessor at said location; that the sale of other products by Lessor at said location will substantially exceed the amount and volume of Lessee's Products to be sold by Lessor on consignment hereunder; and that neither Lessor nor Lessor's employees will depend for their livelihood to any substantial degree upon the sale of Lessee's consigned Products under this Agreement.

5. Monthly Payment to Lessor.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

6. Limitation of Consignee's Authority. The sole and only authority that Lessor, as consignee, has hereunder is to sell said Products at retail in the ordinary

course of Lessor's business. Lessor/Consignee has no authority whatsoever to make any agreements for Lessee or any commitments in advance for delivery or sale of any such Products; and, specifically, Lessor/Consignee has no authority to agree or commit to the sale or delivery of any of said consigned Products in excess of the quantity of said Products which may be on hand in the Lessor/Consignee's custody for sale at any time.

7. Maintenance. Until such time as Lessor has purchased Lessee's Equipment as herein provided after the Commission Period, Lessee shall have full responsibility and liability for Lessee's Equipment and shall keep it in good repair and working order at all times, and to rebuild within sixty (60) days any of Lessee's Equipment on the Premises which is materially damaged or destroyed. Upon any such material damage or destruction, Lessee will promptly and immediately repair Lessee's Equipment to its prior condition as it existed before such damage or destruction. Lessor agrees to maintain those portions of the entire Location which are not included in "said Premises", and the improvements thereon, including plumbing, heating, and electric wiring, in good repair, and to rebuild within sixty (60) days any structure thereon which is materially damaged or destroyed. In the event of Lessor's failure to do so, Lessee, at its election, any terminate the lease on thirty (30) days' notice to Lessor.

8. Restrictions On Use of Premises. Should the business of distributing petroleum products on the whole or any part of said premises be prevented due to any law, ordinance or regulation by any public authority or due to any restriction on said premises and said restriction not be removed within ninety (90) days from the date thereof, Lessee or Lessor may terminate this lease on giving the other thirty (30) days written notice of termination in which event the parties hereto shall be relieved of all obligations under this lease, including all liability for rent from the date the conduct of such business was so prevented. If, during the term of this lease, a part only of said Premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the Lessee, is not suitable for its purpose, Lessee, at its option, may cancel and terminate this lease upon giving Lessor thirty (30) days notice of such termination.

9. Damages for Defect in Title. Lessor covenants that Lessor has all right and authority to lease the Premises to Lessee under the terms hereof and warrants and agrees to defend said right and authority; and to reimburse and hold Lessee harmless from all damages and expenses which Lessee may suffer by reason of any failure of Lessor to have good right and authority to lease the Premises to Lessee with the consent of the owner of the Location.

10. Assignment and Sub-letting.

(a) Lessee may not assign this Agreement or sublet the Premises, or any part thereof, without the prior written consent of Lessor, which consent may not be unreasonably withheld. In the event Lessor approves any such Assignment or sublease, Lessee shall remain liable to Lessor for the performance of all of the terms hereof.

(b) Lessee consents in advance that Lessor may assign this Agreement, provided that Lessor and its assignee shall thereafter be liable to Lessee for the performance of all the terms hereof. If Lessor sells its interest in said Location, Lessor must assign this Lease to its purchaser. If the Location is sold within five (5) years after the Commencement Date, this Lease must be assigned to any such purchaser. If the Location is sold in an arms-length transaction to a non-affiliated third party more than five (5) years after the Commencement Date, this lease may be terminated immediately by Lessor by written notice to Lessee.

11. Notice. Notices from Lessee to Lessor shall be sufficient if delivered to Lessor, or if sent by telegraph, or if placed in the United States Mails, postage prepaid, addressed to the Lessor at the address of said Premises. Notices from Lessor to Lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the Lessee's place of business at P.O. Box 200144, San Antonio, Texas 78220.

12. Force Majeure. If either party is rendered unable, wholly or in part, by Force Majeure or by any other cause of any kind not reasonably within its control, to perform or comply with any obligation or condition of this Agreement, then upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended during the continuance of the inability so caused and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period; provided that (i) obligations to make payments then due hereunder shall not be suspended and (ii) the cause of suspension (other than strikes or differences with workmen) shall be remedied so far as possible with reasonable dispatch. Settlement strikes and differences with workmen shall be wholly within the discretion of the party having the difficulty. The term "Force Majeure" shall be considered as including (but not limited to) the following: Lessee shall be excused for any delay or nonperformance hereunder if Lessee shall be unable to meet the demand of all of its customers and consignees for gasoline motor fuels with supplies from Lessee's normal and usual sources or if any other contingency of any other nature whatsoever beyond Lessee's reasonable ability to control shall occur, such as, without limitation: Acts of God; fire; unavailability, failure or delay of transportation; labor

difficulties of any nature; and compliance with any Governmental order, regulation, recommendation, request or allocation program (whether voluntary or involuntary). In any such contingency, Lessee shall have the right to curtail deliveries or allocated its supply of gasoline motor fuels for sale among all of its customers and consignee in any manner which in Lessee's sole discretion is fair and reasonable under the circumstances, and Lessor shall not hold Lessee responsible in any manner for losses or damages which Lessor may claim as a result of any such curtailment or allocation by Lessee; and Lessee shall in any such event not be required to make up any Products not so delivered to Lessor. Notwithstanding the above, in the event Lessee fails, refuses, or is prevented for any reason from delivering any Products to Lessor for sale on the Premises (except in the event that Lessee has refused to deliver Lessee's products to the Premises for the express reason of non-payment of amounts due or to be paid by Lessor hereunder), Lessor shall have the right to purchase Products from any other source it may decide in its sole discretion, and Lessor shall not be responsible for purchasing any Products from Lessee until Lessee is ready and willing to again supply the Products required by Lessor.

13. Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon Lessee or Lessor unless and until such party has been furnished either the original instrument evidencing such transfer or assignment, or a true copy thereof.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors or permitted assigns.

15. Entirety of Agreement. No prior stipulation, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

16. Cancellation of Prior Agreement. This Lease and Consignment Sale Contract takes the place of and supersedes all of the terms and conditions of that one certain prior Lease and Consignment Sale Contract between Ice Stores, Incorporated and Ram Oil Corporation dated November 5, 1985, concerning a Lease by Ice Stores, Incorporated to Ram Oil Corporation for another portion of the Location and the sale by Ice Stores, Incorporated on consignment of Products supplied by Ram Oil Corporation. Upon the execution of this Agreement, said prior Lease and Consignment Sale Contract and any and all renewals, extensions, modifications and supplements thereto, and all rights and obligations of the parties thereunder, shall be immediately terminated and of no further force or effect.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto subscribed their names the day and year first above written.

ICE STORES, INCORPORATED

BY: _____
ROBERT DAVIS, President

RAM OIL CORPORATION

BY: Carol Kennedy
CAROL KENNEDY, President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 8th day of October, 1993, by Robert Davis, President of Ice Stores, Incorporated, on behalf of said corporation.

Cynthia A. Bellie
Notary Public - State of Texas

Cynthia A. Bellie
Notary's Printed Name

My Commission Expires: 4/12/97

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 8TH day of DECEMBER, 1993, by Carol Kennedy, President of Ram Oil Corporation, on behalf of said corporation.

Notary Public - State of Texas

MARY KAY WOLFF
Notary's Printed Name

My Commission Expires: 02/03/97

MARY KAY WOLFF
NOTARY PUBLIC
State of Texas
Comm. Exp. 02-03-97

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EXHIBIT "A"

I. Weekly reports shall be made with the closing of business on ~~Sunday~~ THURSDAY.

II. Reports are to be mailed to RAM OIL CORPORATION, P.O. Box 20162, San Antonio, Texas, 78220, no later than the closing of business the day following.

III. Calculation for reporting shall be by meter readings (gallonage and monies) which are located on the face of each pump.

IV. Weekly settlement shall be made to RAM OIL CORPORATION by credit cards, which are properly recapped, and by personal or business checks only. No second party checks will be accepted.

V. RAM OIL CORPORATION will furnish all necessary material for recapping and reporting and will assist in instructing the reporting and dispensing of gasoline product.

ACCEPTED AND APPROVED:

LESSOR:

ICE STORES, INCORPORATED

BY: Robert Davis
ROBERT DAVIS, President

LESSEE:

RAM OIL CORPORATION

BY: Carol Kennedy
CAROL KENNEDY, President

SHOPPING CENTER LEASE

This lease is entered into as of the 26 day of April, 19 84, by and between the Landlord and the Tenant hereinafter named.

Definitions and Certain Basic Provisions

ARTICLE I.

1.1 (a) "Landlord": Tom Rohde Company & Chris Malovansas (Rohde/Malovansas JV #1

(b) Landlord's address: 3030 Nacogdoches Rd., #202, San Antonio, Texas 78217

(c) "Tenant": Ice Stores, Inc.

(d) Tenant's address: 1216 Hoefgen, San Antonio, Texas 78210

(e) Tenant's trade name: dba Lone Star Ice & Food Stores

(f) "Agent": Rohde/Weissgarber, Inc.

(g) "Cooperating Agent": N/A

(h) "Demised Premises": in Babcock & 1604 Shopping Center (herein referred to as the "Shopping Center") in the City of San Antonio, Bexar County, a store unit approximately 2000 square feet in area, being approximately _____ feet by _____ feet (measured to the exterior of outside walls and to the center of interior walls), said premises being known as Lone Star Ice & Food Stores

2700 feet max. 1993

(i) Lease term: Commencing on the 1 day of February, 19 85 (except as may be modified by exhibits which will be attached to this lease if a building is to be constructed for Tenant (the "Commencement Date") and continuing for Ten (10) years and Zero (0) months; provided that if the Commencement Date is a date other than the first day of a calendar month, the lease term shall be extended for said number of years and months in addition to the

[redacted]

1.2 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this lease.

Granting Clause

ARTICLE II. 2.1 In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Demised Premises as described in Section 1.1 (h), TO HAVE AND HOLD said premises for the lease term specified in Section 1.1 (i), all upon the terms and conditions set forth in this lease. Landlord further agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this lease, at all times during the continuance of this lease have peaceful and quiet possession of the Demised Premises.

*(See NOTE at bottom of page)

Construction and Acceptance of Premises

ARTICLE III. 3.1 By occupying the Demised Premises, Tenant shall be deemed to have accepted the same and to have acknowledged that the same comply fully with Landlord's covenants and obligations hereunder.

3.2 If this lease is executed before the Demised Premises become vacant, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the Demised Premises prior to the commencement date of this lease as above defined, Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the Demised Premises at such time as Landlord is able to tender the same. Landlord hereby waives the payment of rent covering any period prior to tender of possession to Tenant hereunder.

3.3 Landlord and Tenant each agree that at the request of either they will execute and deliver a short form lease in recordable form containing the basic provision of this agreement acknowledging that Tenant has accepted possession and reciting the exact Commencement Date and termination date of this lease.

NOTE: *If this lease provides for construction prior to occupancy, refer to the appropriate exhibits attached hereto. In such case Article II above shall be deemed modified to the extent inconsistent with such exhibits.

[redacted]

Rent

ARTICLE IV. 4.1 Rental shall accrue hereunder from the Commencement Date, and shall be payable to Landlord in care of Agent at the address specified in Section 1.1 (f) above.

4.2 Tenant shall pay to Landlord minimum guaranteed rental in monthly installments in the amounts specified in Section 1.1 (j) above. The first such monthly installment shall be due and payable on or before the Commencement Date, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the hereby demised term; provided that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as minimum guaranteed rental for the balance of such calendar month a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which the number of days from the Commencement Date to the end of the calendar month during which the Commencement Date shall fall bears to the total number of days in such month.

[redacted]

Sales Reports and Records

[redacted]

Common Areas

ARTICLE VI. 6.1 The term "Common Area" is defined for all purposes of this lease as that part of the Shopping Center intended for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center) parking area, private streets and alleys, landscaping, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like but excluding space in buildings (now or hereafter existing) designed for rental for commercial purposes, as the same may exist from time to time, and further excluding streets and alleys maintained by a public authority. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions, identity and type of any buildings in the Shopping Center. Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this lease, its subtenants, licensees and concessionaires, shall have the non-exclusive right to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants to the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. In this regard, Tenant shall furnish to Landlord upon request a complete list of license numbers of all automobiles operated by Tenant, its employees, subtenants, licensees or concessionaires, and Tenant agrees that if any automobile or other vehicles owned by Tenant or any of its employees, subtenants, licensees or concessionaires shall at any time be parked in any part of the Shopping Center other than the specified areas designated for employee parking, Tenant shall pay to Landlord as additional rent upon demand an amount equal to the daily rate or charge for such parking as established by Landlord from time to time for each day, or part thereof, such automobile or other vehicle is so parked. Tenant shall not solicit business within the Common Area or take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

4.2 Landlord may from time to time substitute for any parking area other areas reasonably accessible to the tenants of the Shopping Center, which areas may be elevated, surface or underground.

4.3 Landlord shall be responsible for the operation, management, and maintenance of the Common Area, the manner of maintenance and the expenditures therefor to be in the sole discretion of Landlord.

4.4 In addition to rentals and other charges prescribed in this lease, Tenant shall pay to Landlord Tenant's proportionate share of the cost of operation and maintenance of the Common Area (including, among other costs, those for lighting, painting, cleaning, policing, inspecting, repairing and replacing, and in the event of an enclosed mall or promenade in the Shopping Center, for heating and cooling) which may be incurred by Landlord in its discretion, including a reasonable allowance for Landlord's overhead costs and for depreciation of maintenance equipment, and the cost of hazard insurance, but excluding general real estate taxes, assessments, and depreciation of Landlord's original investment. The proportionate share to be paid by Tenant of the cost of operation and maintenance of the Common Area shall be computed on the ratio that the total ground floor area of the Demised Premises bears to the total ground floor area of all buildings within the Shopping Center; provided that, in no event shall such share be less than the amount specified in Section 1.1(f) above. Tenant shall make such payments to Landlord on demand, at intervals not more frequent than monthly. Landlord may at its option make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual cost for such year.

Use and Care of Premises

ARTICLE VII. 7.1 The Demised Premises may be used only for the purpose or purposes specified in Section 1.1(c) above, and for no other purposes without the prior written consent of Landlord. Tenant shall use in the transaction of business in the Demised Premises the trade name specified in Section 1.1(e) above and no other trade name without the prior written consent of Landlord. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously throughout the term of this lease conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises are leased. Tenant shall operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the premises, and shall, except during reasonable periods for repairing, cleaning and decorating, keep the premises open to the public for business with adequate personnel in attendance on all days and during all hours (including evenings) established by Landlord from time to time as store hours for the Shopping Center, and during any other hours when the Shopping Center generally is open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation.

7.2 Tenant shall not, without Landlord's prior written consent, keep anything within the premises or use the premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other parts of the Shopping Center. All property kept, stored or maintained within the premises by Tenant shall be at Tenant's sole risk.

7.3 Tenant shall not conduct within the Demised Premises any fire, auction, bankruptcy, "going-out-of-business," "lost-our-lease," or similar sales or operate within the Demised Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as a "discount house". Tenant shall not advertise that it sells its products or services at "discount", "cut-price", or "cut-rate" prices. Tenant shall not permit any objectionable or unpleasant odors to emanate from the premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building; nor place any antenna, awning or other projection on the exterior of the Demised Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises; nor do anything which would tend to injure the reputation of the Shopping Center.

7.4 Tenant shall take good care of the Demised Premises and keep the same free from waste at all times. Tenant shall keep the Demised Premises and sidewalks, service-ways and loading areas adjacent to the premises neat, clean and free from dirt or rubbish at all times, and shall store all trash and garbage within the premises, arranging for the regular pick-up of such trash and garbage at Tenant's expense. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center area.

7.5 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Demised Premises lighted from dusk until 11:00 P.M. every day, including Sundays and holidays.

7.6 Tenant shall include the address and identity of its business activities in the Demised Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

7.7 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances, and governmental regulations.

Maintenance and Repair of Premises

ARTICLE VIII. 8.1 Landlord shall keep the foundation, the exterior walls (except plate glass; windows, doors, door closure devices and other exterior openings; window and door frames, molding, locks and hardware; special storefronts, lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures; signs, placards, decorations or advertising media of any type; and interior painting or other treatment of exterior walls) and roof of the Demised Premises in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires; and the provisions of the previous sentence are expressly recognized to be subject to the provisions of Article XV and Article XVI of this lease. In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after receipt by Landlord of such written notice.

8.2 Tenant shall keep the Demised Premises in good, clean and habitable condition and shall at its sole cost and expense keep the premises free of insects, rodents, vermin and other pests and make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Section 8.1, Article XV and Article XVI. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement of all lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures and also include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above the Demised Premises. If any repairs required to be made by Tenant hereunder are not made within ten days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as additional rent hereunder, the cost of such repairs plus interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to Tenant in the state where the Demised Premises are located (but in no event to exceed 1½% per month), such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant. At the expiration of this lease, Tenant shall surrender the Demised Premises in good condition, excepting reasonable wear and tear and losses required to be restored by Landlord in Section 8.1, Article XV and Article XVI of this lease.

Alterations

ARTICLE IX. 9.1 Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the premises. All alterations, additions, improvements and fixtures (other than Tenant's unattached, readily movable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the premises and become the property of Landlord at the termination of this lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the premises to their original condition at Tenant's expense.

9.2 All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such loss, liability or damage.

Landlord's Right of Access; Use of Roof

ARTICLE X. 10.1 Landlord shall have the right to enter upon the Demised Premises at any time for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Demised Premises to prospective purchasers, lessees or lenders.

10.2 Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last ninety days of the lease term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to Section 7.2, Section 11.1 or any other provision of this lease.

10.3 Use of the roof above the Demised Premises is reserved to Landlord.

Signs Store Fronts

ARTICLE XI 11.1 Tenant shall not, without Landlord's prior written consent (a) make any changes to the store front or (b) install any exterior lighting, decorations, paintings, awnings, canopies or the like or (c) erect or install any signs, windows or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises, excepting only dignified displays of customary type for its display windows. All signs, lettering, placards, decorations and advertising media shall conform in all respects to the sign criteria established by the Landlord for the Shopping Center from time to time in the exercise of its sole discretion, and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All shall be kept in good condition and in proper operating order at all time.

Utilities

ARTICLE XII. 12.1 Landlord agrees to cause to be provided and maintain the necessary mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service and sewerage service to the Shopping Center.

12.2 Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Demised Premises. Landlord may, if it so elects, furnish one or more utility service to Tenant, and in such event Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand as additional rental the rates established therefor by Landlord which shall not exceed the rates which would be charged for the same services if furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Demised Premises to the public utility, if any, furnishing such service.

12.3 Landlord shall not be liable for any interruption whatsoever in utility services not furnished by him, nor for interruptions in utility services furnished by him which are due to fire, accident, strike, acts of God or other causes beyond the control of Landlord or in order to make alterations, repairs or improvements.

INDEMNITY AND INSURANCE

ARTICLE XIII. 13.01 Indemnification by Tenant. Tenant covenants that Landlord and the other occupants of the Shopping Center shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Tenant or any other persons during the Term, from any cause whatsoever including without limitation bursting pipes and smoke) by reason of the construction, use, occupancy or enjoyment of the Premises by Tenant or any person therein or holding under Tenant. Tenant hereby agrees to indemnify and save harmless Landlord and the other occupants of the Shopping Center from all claims, actions, demands, costs and expenses and liability whatsoever, including reasonable attorneys' fees, on account of any such real or claimed damage or liability, and from all liens, claims and demands occurring in, on or at the Premises, or arising out of the construction, use, occupancy, or enjoyment of the Premises, or occasioned in whole or part by any act or omission of Tenant, its agents, contractors, servants, employees or invitees. Tenant shall not, however, be liable for damage or injury occasioned by the gross negligence or willful acts of the Landlord or any of the other occupants of the Shopping Center or their respective agents, contractors, servants or employees unless such damage or injury arises from perils against which Tenant is required by this Lease to insure.

13.02 Mutual Waivers. Landlord and Tenant hereby waive any rights each may have against the other, and Tenant hereby waives any rights it may have against any other occupants of the Shopping Center on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, of their respective property, the Premises, its contents or to the other portion of the Shopping Center, arising from any risk generally covered by fire and extended coverage insurance. The parties hereto each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant, against any such loss, waive any right to subrogation that it may have against Landlord or Tenant, as the case may be. Tenant on behalf of its insurance companies insuring the Premises, its contents, Tenant's other property or other portions of the Shopping Center, waives any right of subrogation which such insurer or insurers may have against Landlord or any other occupants of the Shopping Center.

13.03 Tenant's Insurance. (a) Tenant further covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) Public Liability and Property Damage. General Public Liability Insurance covering the Premises and Tenant's use thereof against claims for personal injury or death and property damage occurring upon, in or about the Premises, such insurance to afford protection to the limit of not less the $1,000,000.00 in respect of any instance of injury, death or property damage. The insurance coverage required under this Section 13.03 (a) (i) shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Section 13.01;

(b) All policies of insurance provided for in Section 13.03 (a) shall be issued in a form acceptable to Landlord by insurance companies qualified to do business in the State of Texas. Each such policy shall be issued in the names of Landlord and Tenant and any other parties in interest from time to time designated in writing by notice by Landlord to Tenant. Said policies shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest, and executed copies of each such policy of insurance or a certification thereof shall be delivered to each of Landlord and any such other parties in interest within ten (10) days after delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain a provision that the company writing said policy will give to Landlord and such other parties in interest at least ten (10) days notice in writing in advance of any cancellation, or lapse, or the effective date of any reduction in the amounts of insurance. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Landlord may carry. All such public liability and property damage policies shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. Any insurance provided for in Section 13.03 (a) may be effected by a policy or policies of blanket insurance, covering additional items or locations or assureds; provided, however, that (i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional assured thereunder as its interests may appear; and (ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (iii) any such policy or policies (except any covering the risks referred to in Section 13.03 (a) shall specify therein, or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the "Tenant Improvements and Property."

(c) Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies, or copies thereof are not delivered to Landlord.

13.04 Landlord's Insurance. (a) Landlord shall at all times during the Term maintain in effect a policy or policies of insurance covering the Landlord's Buildings in such amount as Landlord may from time to time determine, but not less than one hundred percent (100%) of full replacement cost (exclusive of the cost of excavations, foundations and footings), from time to time during the Term, providing protection against perils included within the standard Texas form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief, and such other risks as Landlord may from time to time determine and with any such deductibles as Landlord may from time to time determine to be appropriate.

(b) Landlord may carry rent insurance with respect to the Premises against loss or damage resulting from the hazards specified in Section 13.04 (a) in an aggregate amount equal to not more than six (6) times the sum of (i) the monthly requirements of Minimum Annual Rent, plus (ii) the sum of amounts estimated by Landlord to be payable by Tenant in monthly installments for Tenant's pro rata share of Additional Rent as that sum has been defined in this Lease.

(c) Any insurance provided for in Section 13.04 (a) or (b) may be effected by a policy or policies of blanket insurance, covering additional items or locations or assureds, provided that the requirements of Section 13.04 (a) are otherwise satisfied.

(d) Tenant shall have no rights in any policy or policies maintained by Landlord and shall not by reason of payment by Tenant, as part of the Common Area Costs of its pro rata share of the Landlord's premium for the insurance provided for in Section 13.04, be entitled to be named insured thereunder.

13.05 Compliance With Insurance and Governmental Requirements. Tenant agrees at its own expense to comply with all recommendations and requirements with respect to the Premises, or its use or occupancy, of the insurance underwriters and the Texas Insurance Checking Office or any similar public or private body, and any governmental authority, having jurisdiction over insurance rates with respect to the use or occupancy of the Shopping Center, including, but not limited to, installation of fire extinguishers or automatic dry chemical extinguishing systems, sprinkler systems or the location of partitions, trade fixtures or other contents of the Premises.

13.06 Limit Of Landlord's Responsibility. Except for that portion, if any, of Landlord's gross negligence or willful acts which is not waived by Tenant pursuant to Section 9.02, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any other part of the Shopping Center, or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Premises from any cause whatsoever.

Damages by Casualty

ARTICLE XIV. 14.1 Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

14.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. In the event (a) the building in which the Demised Premises are located shall be destroyed or substantially damaged by a casualty not covered by Landlord's insurance or (b) such building shall be destroyed or rendered untenantable to an extent in excess of fifty percent of the first floor area by a casualty covered by Landlord's insurance, or (c) the holder of a mortgage, deed of trust or other lien on the Demised Premises at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed or trust or other lien, then the Landlord may elect either to terminate this lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty days after the occurrence of such casualty and if it elects to rebuild and repair shall proceed to do so with reasonable diligence and at its sole cost and expense.

14.3 Landlord's obligation to rebuild and repair under this Article XIV shall in any event be limited to restoring (a) the Demised Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant, or (b) Landlord's Work, as described in Exhibit B, if any, to substantially the same condition in which the same existed prior to the casualty, as the case may be. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant or, if an Exhibit C is attached hereto, all items of Tenant's Work as described in Exhibit C, as the case may be.

14.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the minimum guaranteed rental shall be reduced to such extent as may be fair and reasonable under the circumstances; however, there shall be no abatement of the percentage rental and other charges provided for herein.

Eminent Domain

ARTICLE XV. 15.1 If more than thirty (30) per cent of the floor area of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this lease shall terminate and the rent shall be adopted during the unexpired portion of this lease, effective on the date physical possession is taken by the condemning authority.

15.2 If less than thirty (30) per cent of the floor area of the Demised Premises should be taken as aforesaid, this lease shall not terminate; however, the minimum guaranteed rental (but not percentage rental) payable hereunder during the unexpired portion of this lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations to the remaining premises or, if an Exhibit B is attached hereto, all necessary repairs or alterations within the scope of Landlord's Work as described in Exhibit B, as the case may be, required to make the remaining portions of the Demised Premises an architectural whole.

15.3 If any part of the Common Area should be taken as aforesaid, this lease shall not terminate, nor shall the rent payable hereunder be reduced, except that either Landlord or Tenant may terminate this lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center shall be less than seventy per cent of the area of the Common Area immediately prior to the taking. Any election to terminate this lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty days after the date physical possession is taken by the condemning authority.

15.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises or Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant.

Assignment and Subletting

ARTICLE XVI. 16.1 Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the Demised Premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the Demised Premises without the prior written consent of Landlord. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings.

16.2 If Tenant is a corporation and if at any time during the primary term of this lease or any renewal or extension thereof, the person or persons who own a majority of either the outstanding voting shares or all outstanding shares of capital stock of Tenant at the time of the execution of this lease cease to own a majority of such shares (except as the result of transfer by devise or descent), the loss of a majority of such shares shall be deemed an assignment of this lease by Tenant and therefore subject to all respects to the provisions of Section 16.1 above. The previous sentence shall not apply, however, if at the time of the execution of this lease the outstanding voting shares of capital stock of Tenant are listed in a recognized security exchange or over-the-counter market.

16.3 Notwithstanding any assignments or subletting, Tenant and any guarantor of Tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this lease (even if future assignments and subletting occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such future assignments and sublettings). Moreover, in the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the rental payable under this lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from sublessee, assignee, licensee or other transferee, as the case may be. Finally, in any event of assignment or subletting it is understood and agreed that all rental paid to Tenant by the assignee or sublessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind; and upon election by Landlord such rentals shall be paid directly to Landlord as specified in Section 4.1 of this lease (to be applied as credit and offset to Tenant's rental obligation).

16.4 Tenant shall not mortgage, pledge or otherwise encumber its interests in this lease or in the Demised Premises.

16.5 In the event of the transfer and assignment by Landlord of its interest in this lease and in the building containing the Demised Premises to a person expressly assuming Landlord's obligations under this lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

Taxes and Assessments

ARTICLE XVII. 17.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

17.2 Tenant Proportionate Share. Tenant shall pay Landlord in each Lease Year, as Additional Rent, its proportionate share of all real estate and other ad valorem taxes and assessments of every kind and nature with respect to the land within the Shopping Center and the improvements thereon. Tenant's proportionate share of the taxes and assessments shall be an amount equal to the product obtained by multiplying the taxes and assessments by a fraction the numerator of which is the number of square feet within the premises demised to Tenant hereunder and the denominator of which is the number of leasable square feet within the entire Shopping Center. Only the amount actually required to be paid by Landlord, including statutory interest, in any year shall be included in the computation of Tenant's pro rata share of the taxes and assessments for the lease year in question. Landlord covenants the Landlord's best efforts will be used to obtain the lowest possible valuation and rate with respect to such taxes and assessments.

17.3 Payment By Tenant. The payments required to be made by Tenant under this Article shall be made in equal monthly installments in such amounts as are estimated and billed for each Lease Year by Landlord. The first such installment shall be due and payable coincidentally with the first installment of Minimum Rent payable during the Primary Term of the lease.

In the event the Primary Term begins on a day other than the first day of the calendar month, the payment of Additional Rent required hereunder shall be prorated in the same fashion as Minimum Rent (as outlined in Section 4.02).

17.4 Adjustments. Within sixty (60) days after Landlord has received the last annual bill for taxes and assessments for the Lease Year in question, Landlord will notify Tenant of (1) the amount of taxes and assessments per square foot leasable area in the Shopping Center; (2) the total number of leasable square feet in the Shopping Center; (3) the amount of Tenant's proportionate share of taxes and assessments. If the aforesaid monthly payments for a given Lease Year are greater than Tenant's proportionate share of the taxes and assessments payable for such Lease Year, Landlord shall refund the amount of the excess within sixty (60) days after the Tenant receives the notice provided for above, and if said payments are less than Tenant's said share, Tenant shall pay Landlord the difference within sixty (60) days after Tenant receives said notice.

17.5 Rent Tax. Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the Rent, or any part of it, payable by Tenant to Landlord shall be responsible for and shall pay such tax, excise and/or assessment, or shall on demand reimburse Landlord for the amount thereof, as the case may be.

17.6 Tenant's Business Taxes, Licenses and Permits. Tenant shall, at its expense, procure any and all governmental licenses and permits required for the conduct of Tenant's business on the Premises, and shall at all times, comply with the requirements of each such license and/or permit.

Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements made by Tenant, alterations, changes and additions made by Tenant, merchandise and personal property of any kind owned, installed or used by Tenant in, on or upon the Premises.

17.7 If at any time during the primary term of the lease or any renewal or extension thereof Landlord has reason to believe that at some time within the immediately succeeding twelve-month period Tenant will owe Landlord a payment pursuant to one or more of the preceding sections of this Article XVII, Landlord may direct that Tenant prepay monthly a pro rata portion of the prospective future payment (i.e., the prospective future payment divided by the number of months before the prospective future payment will be due). Tenant agrees that any such prepayment directed by Landlord shall be due and payable monthly on the same day that minimum guarantee rental is due.

Default by Tenant and Remedies

ARTICLE XVIII 18.1 The following events shall be deemed to be events of default by Tenant under this lease:

(1) Tenant shall fail to pay any instalment of rent or any other obligation hereunder involving the payment of money and such failure shall continue for a period of ten days after the date due.

(2) Tenant shall fail to comply with any provision or covenant of this lease, other than as described in subsection (1) above, and shall not cure failure within fifteen days after written notice thereof to Tenant.

(3) Tenant or any guarantor of Tenant's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(4) Tenant or any guarantor of Tenant's obligations under this lease shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States thereof; or Tenant or any guarantor or Tenant's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this lease thereunder.

(5) A receiver or Trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this lease.

(6) Tenant shall ~~desert or vacate or shall commence to desert or vacate the Demised Premises or any substantial portion of the Demised Premises or shall~~ remove or attempt to remove, without the prior written consent of Landlord, all or a substantial value of Tenant's ~~goods, wares~~ equipment, fixtures, furniture, ~~or other personal property~~.

(7) Tenant shall do or permit to be done anything which creates a lien upon the premises.

Upon the occurrence of any such events of default, Landlord shall have the option to pursue either of the following alternative remedies:

A. Without any notice or demand whatsoever, Landlord may take any one or more of the actions permissible by law to insure performance by Tenant's covenants and obligations under this lease. In this regard, it is agreed that if Tenant deserts or vacates the Demised Premises, Landlord may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Tenant the monthly rentals and other charges provided in this lease, without any obligation to relet; but that if Landlord does, at its sole discretion, elect to relet the Demised Premises, such action by Landlord shall not be deemed as an acceptance of Tenant's surrender of the Demised Premises unless Landlord expressly notifies Tenant of such acceptance in writing pursuant to subsection B of this Section 18.1. Tenant hereby acknowledging that Landlord shall otherwise be relating as Tenant's agent and Tenant furthermore hereby agreeing to pay Landlord on demand any deficiency that may arise between the monthly rentals and other charges provided in this lease and that actually collected by Landlord. It is further agreed in this regard that in the event of any default described in subsection (2) of this Section 18.1, Landlord shall have the right to enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

B. Landlord may terminate this lease by written notice to Tenant, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent (including any interest which may have accrued pursuant to Section 4.6 of this lease), enter upon and take possession of the Demised Premises and expel or remove Tenant and any other persons who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages thereof. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage which Landlord may suffer by reason of any termination effected pursuant to this subsection B, said loss and damage to be determined by either of the following alternative measures of damages:

(i) Until Landlord is able, though reasonable efforts, the nature of which efforts shall be at the sole discretion of Landlord, to relet the Demised Premises, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly rentals and other charges provided in this lease. After the Demised Premises have been relet by Landlord, Tenant shall pay to Landlord on the 20th day of each calendar month the difference between the monthly rentals and other charges provided in the lease for the preceding calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have the right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month, in excess of the monthly rentals and other charges provided in the lease, shall be credited to Tenant in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly rentals and other charges provided in this lease; but Tenant shall have no right to such excess other than the above described credit.

(ii) When Landlord desires, Landlord may demand a final settlement. Upon demand for a final settlement, Landlord shall have a right to, and Tenant hereby agrees to pay, the difference between the total of all monthly rentals and other charges provided in this lease for the remainder of the term and the reasonable rental value of the Demised Premises for such period, such differences to be discounted to present value at a rate equal to the rate of interest which is allowed by law, in the State designated by Section 25.10 of this lease, when the parties to a contract have not agreed on any particular rate of interest (or, in absence of such law, at the rate of 6% per cent per annum).

If Landlord elects to exercise the remedy prescribed in subsection A above, this section shall in no way prejudice Landlord's right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection B above, provided that at the time such cancellation Tenant is still in default. Similarly, if Landlord elects to compute damages in the manner prescribed by subsection (ii) above. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this lease and any other remedies provided by law. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

18.2 It is expressly agreed that in determining "the monthly rentals and other charges provided in this lease," as that term is used throughout subsections A and B of Section 18.1 above, there shall be added to the minimum guaranteed rental (as specified in Section 1.1(f) of this lease) a sum equal to the charges for maintenance of the Common Area (as specified in Section 8.4 of this lease), the charges for taxes and insurance (as specified in Article XVIII of this lease) plus one twenty-fourth of the total of all percentage rentals required to be paid by Tenant (pursuant to Sections 4.3 and 4.4 of this lease) because of gross sales during the two full calendar years immediately preceding the date Landlord initiated action pursuant to said subsections (or, if two full calendar years have not then elapsed, to the corresponding fraction of all percentage rentals required to be paid because of gross sales during the period commencing with the Commencement Date of this lease and concluding with the date on which Landlord initiated such action).

18.3 It is further agreed that, in addition to payments required pursuant to subsection A and B of Section 18.1 above, Tenant shall compensate Landlord for all expenses incurred by Landlord in repossession (including among other expenses, any increase in insurance premiums caused by the vacancy of the Demised Premises), all expenses incurred by Landlord in reletting (including among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including among other concessions, renewal options), all losses incurred by Landlord as a

direct or indirect result of Tenant's default (including among other losses any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants of the Shopping Center) and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

18.4 Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedy of Landlord hereunder shall be deemed cumulative and not exclusive of each other.

18.5 If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to present, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees incurred by Landlord in such connection.

18.6 Landlord hereby acknowledges receipt from Tenant of the sum stated in Section 1.1 (m) above, to be applied to the first accuring installments of rent. Landlord further acknowledges receipt from Tenant of the sum stated in Section 1.1 (n) above to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that such deposit may be co-mingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rentals and any other damage, injury, expense or liability caused to Landlord by such event or default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this lease (subject to the provisions of Section 18.5 above).

Landlord's Contractual Security Interests

ARTICLE XIX. 19.1 In addition to the statutory landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated on the Demised Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this lease at least seven days before the time of sale. Any sale made pursuant to the provision of this paragraph shall be deemed to have been a public sale conducted in commercially reasonable manner if held in the above-described premises or where the property is located after that time, place and method of sale and general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interests granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiences forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial Code (or corresponding state statute or statutes) in force in the State in which the property is located, as well as any other state the laws of which Landlord may at any time consider to be applicable.

Holding over

ARTICLE XX. 20.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month to month at a rental equal to the rental (including any percentage rental) herein provided plus fifty per cent of such amount and otherwise subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month to month tenancy.

Subordination; Attornment

ARTICLE XXI. 21.1 Tenant accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Demised Premises or the Shopping Center as a whole, and to any renewals and extensions thereof. Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this lease; provided, however, notwithstanding that this lease may be (or made to be) superior to mortgage with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and/or arising from insurance payable by reason of damage to or destruction of the Demised Premises shall be prior and superior to any contrary provisions contained in this instrument with respect to the payment or usage thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or any other lien hereafter placed upon the Demised Premises or the Shopping Center as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this lease as Landlord may request; provided, however, that upon Tenant's written request and notice to Landlord, Landlord shall use good faith efforts to obtain from any such mortgagee a written agreement that the rights of Tenant shall remain in full force and effect during the term of this lease so long as Tenant shall continue to recognize and perform all of the covenants and conditions of this lease.

21.2 At any time when the holder of an outstanding mortgage, deed of trust or other lien covering Landlord's interest in the Demised Premises has given Tenant written notice of its interest in this lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

Merchants Association

~~ARTICLE XXII. 22.1 In the event that Landlord shall organize a merchants association comprised of tenants of the Shopping Center, Tenant agrees that it will join and maintain membership in such association, will pay such dues and assessments as may be fixed and determined from time to time by the association and will comply with such other bylaws, rules and regulations as may be adopted from time to time by the association.~~

Direction of Tenant's Energies

ARTICLE XXIII 23.1 Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of rentals) and Tenant's general contribution to commerce within the Shopping Center (also important in Landlord's determination to execute this lease with Tenant) will be substantially reduced if during the term of this lease, either Tenant or any other person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Shopping Center. Accordingly, Tenant agrees that during the term of this lease neither Tenant (and also, in the event Tenant is a corporation, if an officer or director thereof or shareholder owning more than ten percent (10%) of the outstanding stock thereof, or parent, subsidiary or related or affiliated corporation) shall directly or indirectly operate, manage conduct or have any interest in any commercial establishment within three miles of the Shopping Center, except that any such commercial establishment existing at the date of this lease may continue to be operated, managed, conducted and owned in the same manner as on the date of this lease, provided there is no change in the size or trade name of such commercial establishment.

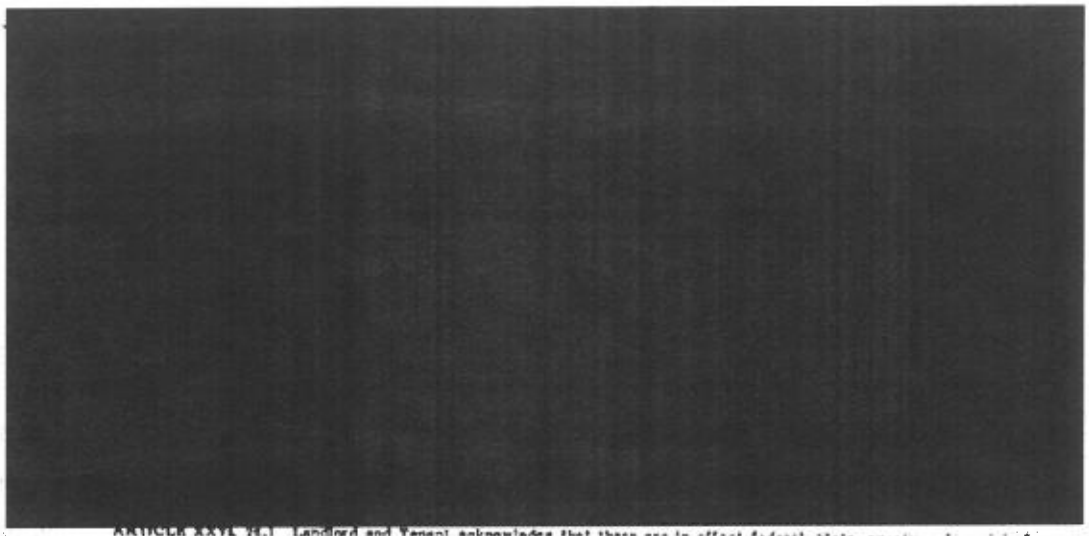
Notices

ARTICLE XXIV. 24.1 Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered when actually received by the designated addressee or, if earlier and regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above (or at Landlord's option, to Tenant at the Demised Premises), or at such other addresses as they have theretofore specified by written notice.

24.2 If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices and payments given in accordance with the provisions hereof with the same effect as if each had received such notice or payment.

Commissions

[redacted]



Regulations

ARTICLE XXVI 26.1 Landlord and Tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules, directives and regulations (collectively referred to hereinafter as the "Regulations") and that additional Regulations may hereinafter be enacted or go into effect, relating to or affecting the Demised Premises or the Shopping Center, and concerning the impact on the environment of construction, land use, maintenance and operation of structures, and conduct of business. Subject to the express rights granted to Tenant under the terms of this lease, Tenant will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment, or do anything to permit anything to be done that would violate any of said laws, regulations, or guidelines. Moreover, Tenant shall have no claim against Landlord by reason of any changes Landlord may make in the Shopping Center or the Demised Premises pursuant to said Regulations or any charges imposed upon customers or other invitees pursuant to same.

26.2 If by reason of any federal, state, county or municipal law, order, rule, directive or regulation (collectively referred to hereinafter as the "Regulations"), the payment to, or collection by, Landlord or any rental or other charges (collectively referred to hereinafter as "Lease Payments") permitted thereafor by the Regulations, than Tenant, during the period (the "Freeze Period") when the Regulations shall be in force and effect shall not be required to pay, nor shall Landlord be permitted to collect, any sum in excess of the Maximum Charge. Upon the earlier of (i) the expiration of the Freeze Period, or (ii) the issuance of a final order or judgement of a court of competent jurisdiction declaring the Regulations to be invalid or not applicable to the provisions of this lease. Tenant, to the extent not then proscribed by law, and commencing with the first day of the month immediately following, shall pay to Landlord as additional rental, in equal monthly installments during the balance of the term of this lease, a sum equal to the cumulative difference between the Maximum Charge and the Lease Payments during the Freeze Period. If any provisions of this section, or the application thereof, shall in any extent be declared to be invalid and unenforceable, the same shall not be deemed to affect any of the other provisions of this section or of this lease, all of which shall be deemed valid and unenforceable to the fullest extent permitted by law.

Miscellaneous

ARTICLE XXVII. 27.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

27.2 Tenant shall not for any reason withhold or reduce Tenant's required payments of rentals and other charges provided in this lease, it being agreed that the obligations of Landlord hereunder are independent of Tenant's obligations except as may be otherwise expressly provided. In this regard it is specifically understood and agreed that in the event Landlord commences any proceedings against Tenant for non-payment rentals or any other sum due and payable by Tenant hereunder, Tenant will not interpose any counter-claim or other claim against Landlord of whatever nature or description in any such proceedings and in the event that Tenant interposes any such counter-claim or other claim against Landlord in such proceedings, Landlord and Tenant stipulate and agree, in addition to any other lawful remedy of Landlord, upon motion of Landlord, such counter-claim or other claim asserted to Tenant shall be served out of the proceedings instituted by Landlord and the proceedings instituted by Landlord may proceed to final judgement separately and apart from and without consolidation with or reference to the status of such counter-claim or any other claim asserted by Tenant.

27.3 The liability of Landlord to Tenant for any default by Landlord under the term of this lease shall be limited to the proceeds of sale on execution to the interest of Landlord in the Demised Premises; and Landlord shall not be personally liable for any deficiency, except that Landlord shall, subject to the provisions of Section 18.3 hereof, remain personally liable to account to Tenant for any security deposited hereunder. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder, which do not involve the personal liability of Landlord.

27.4 Except as may otherwise herein provided, in all circumstance under this lease where prior content or permission of one party ("first party"), whether it be Landlord or Tenant, is required before the other party ("second party") is authorized to take any particular type action, the matter of whether to grant such consent or permission shall be within the sole and exclusive judgement and discretion of the first party; and it shall not constitute any nature of breach by the first party hereunder or any defense to the performance of any covenant, duty or obligation of the second party hereunder that the first party delayed or withheld the granting of such consent or permission was, in the opinion of the second party, prudent or reasonable or based on good cause.

27.5 One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

27.6 Whenever a period of time is herein prescribed for action to be taken by Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.

27.7 Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a statement in recordable form certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified).

27.8 In the event that the designation of a percentage rental rate Section 1.1 (k) of this lease includes a breakpoint of gross sales (e.g., "5% of gross sales over $100,000"), then (a) subsection (ii) in the first sentence of Section 4.2 of this lease shall be deemed to have been deleted and all other formula references in Article IV adjusted accordingly; (b) the breakpoint shall be divided by twelve for purposes of computing monthly percentage rental installments in the second sentence of Section 4.3; and (c) during all periods when minimum guaranteed rentals are reduced (e.g., pursuant to Section 14.4 or Section 18.2) the breakpoint shall be reduced proportionately.

27.9 If this lease is in fact a sublease, Tenant accepts this lease subject to all of the terms and conditions of the underlying lease under which Landlord holds the Shopping Center as lessee. Tenant covenants that it will do no act or thing which would constitute a violation by Landlord of his obligation under such underlying lease; provided, however, that Tenant's agreement in this regard is premised on Landlord's assurances to the effect that the terms of this lease do not violate such underlying lease.

27.10 The laws of the State, in which the Demised Premises are located shall govern the interpretation, validity, performance and enforcement of this lease. If any provisions of this lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby. Venue for any action under this lease shall be the county in which rentals are due pursuant to Section 4.1 and Section 1.1 of this lease.

27.11 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

27.12 Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

27.13 The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

27.14 This lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless it is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. Landlord and Tenant hereby acknowledge that they are not relying on any representation or promise of the other, or of the Agent or Cooperating Agent, except as may expressly set forth in this lease.

27.15 This lease consists of twenty-seven articles and 9 attached pages, including Exhibits A through C and ____ (any space left blank will be deemed to have completed with the word "none"). With the exception of Article VI, in the event any provision of an exhibit or other attached page shall be inconsistent with a provision in the body of the lease, the provision as set forth in the exhibit shall be deemed to control.

27.16 Tenant shall provide and maintain, at Tenant's sole expense, at least one soda-acid fire extinguisher in a recommended size with relation to the area of the demised premises.

27.17 In the event Landlord shall fail to substantially complete Landlord's work on or before the delivery date, then the delivery date shall automatically be deemed extended for a period of ninety (90) days, and in the event Landlord shall fail to substantially complete Landlord's work on or before the delivery date as extended, then at any time within thirty (30) days thereafter, either Landlord or Tenant may cancel this lease by notice to other party. In the event neither party should so elect to cancel this lease, then the delivery date shall be deemed extended for a period of six (6) months, and in the event Landlord shall fail to substantially complete Landlord's work on or before the delivery date as extended, then this lease may thereafter be cancelled at the option of either party.

27.18 Lessee has two (2), five (5) year options to renew this lease for a total of ten (10) years. Lessee must notify Landlord in writing 120 days prior to the expiration of each term of his intent to exercise the option. Minimum monthly rent will be increased as follows for the options; years eleven (11) through fifteen (15) rent will be $2,500.00 per month; and years sixteen (16) through twenty (20) rent will be $3,000.00 per month. All other terms and provisions of this lease will remain in effect during the options.

EXECUTED as of the date hereinabove stated.

Rohde/Malovansas Joint Venture #1,
Malovansos/Rohde JV.

LANDLORD: ~~TOM ROHDE COMPANY~~

By _____
A.W. (Tom) Rohde, III

Title Ptnr. Malovansos

_____
ATTEST or WITNESS

TENANT: ICE STORES, INC.

By _____
Martin Davis

_____
ATTEST or WITNESS

Title President

AGENT: Tom Rohde Company

By _____

COOPERATING AGENT: _____

By _____

#5974

AGREEMENT TO EXTEND LEASE

This Agreement to Extend Lease ("Extension") is made by and between SMITHSON PROPERTIES II, LTD. ("Landlord") and E-Z MART STORES, INC. ("Tenant"). Landlord and Tenant agree that the Shopping Center Lease (the "Lease") dated April 26, 1984 between Tom Rohde Company & Chris Maloyansas (Rohde/Malovansas JV#1), assigned to E-Z MART STORES, INC. as Tenant and Ice Stores, Inc., assigned to SMITHSON PROPERTIES II, LTD. as LANDLORD, and extended on September 11, 1999 for the term from February 1, 2000 through January 31, 2005 is hereby extended for the term from February 1, 2005 until January 31, 2008, under the same terms and conditions as stated in the Lease as amended, except as modified herein. The Lease is hereby modified as follows:

1. **Rent.** Tenant agrees to pay to Landlord a minimum guaranteed monthly rental o[redacted] ("Fixed Rent"). The first monthly Fixed Rent payment is due and payable on or before the Commencement Date, and subsequent monthly Fixed Rent payments are due and payable on or before the fifteenth day of each succeeding calendar month. All payments are to be made to SMITHSON PROPERTIES II, LTD.

2. **Automatic Rental Adjustments.** After the first year of the lease term, and at 1year intervals for the rest of the term, the yearly rent will be adjusted as set forth in this section to reflect increases in the following Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor: San Antonio area, using 2005=100 as the base year. The index numbers will be taken from this consumer price index as follows:

[redacted]

3. **Additional Rent for Common Area Maintenance Costs.** Tenant agrees to pay to Landlord, as additional rent, the Tenant's proportionate share of the Common Area Maintenance Costs for the calendar year. The proportionate share of the annual Common Area Maintenance Costs to be paid by Tenant is the total gross floor area of the Premises divided by the gross floor area of all areas in the Shopping Center that are available for the exclusive use and occupancy of tenants in the Shopping Center at the end of that year. Tenant agrees to pay its proportionate share on a yearly basis in the amount determined and billed by Landlord. The amount billed yearly is based on Landlord's cost of Common Area Maintenance Costs for the prior calendar year.

#594

[redacted]

[redacted] and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this lease.

Granting Clause

ARTICLE I. 1.1 In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Demised Premises as described in Section 1.1 (h), TO HAVE AND HOLD said premises for the lease term specified in Section 1.1 (i), all upon the terms and conditions set forth in this lease. Landlord further agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this lease, at all times during the continuance of this lease have peaceful and quiet possession of the Demised Premises.

(See NOTE at bottom of page)

Construction and Acceptance of Premises

ARTICLE II. 2.1 By occupying the Demised Premises, Tenant shall be deemed to have accepted the same and to have acknowledged that the same comply fully with Landlord's covenants and obligations hereunder.

2.2 If this lease is executed before the Demised Premises become vacant, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the Demised Premises prior to the commencement date of this lease as above defined, Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the Demised Premises at such time as Landlord is able to tender the same. Landlord hereby waives the payment of rent covering any period prior to tender of possession to Tenant hereunder.

2.3 Landlord and Tenant each agree that at the request of either they will execute and deliver a short form lease in recordable form containing the basic provision of this agreement acknowledging that Tenant has accepted possession and reciting the exact Commencement Date and termination date of this lease.

NOTE: If this lease provides for construction prior to occupancy, refer to the appropriate exhibit attached hereto. In such case Article II above shall be deemed modified to the extent inconsistent with such exhibits.

* or sixty (60)days past Landlords delivery of demised premises to Leasee.
** minimum guarantee of $50.00 per month.

27.12 Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

27.13 The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

27.14 This lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless it is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. Landlord and Tenant hereby acknowledge that they are not relying on any representation or promise of the other, or of the Agent or Cooperating Agent, except as may expressly set forth in this lease.

27.15 This lease consists of twenty-seven articles and 2 attached pages, including Exhibits A through C and any space left blank will be deemed to have completed with the word "none". With the exception of Article VI, in the event any provision of an exhibit or other attached page shall be inconsistent with a provision in the body of the lease, the provision as set forth in the exhibit shall be deemed to control.

27.16 Tenant shall provide and maintain, at Tenant's sole expense, at least one soda-acid fire extinguisher in a recommended size with relation to the area of the demised premises.

27.17 In the event Landlord shall fail to substantially complete Landlord's work on or before the delivery date, then the delivery date shall automatically be deemed extended for a period of ninety (90) days, and in the event Landlord shall fail to substantially complete Landlord's work on or before the delivery date as extended, then at any time within thirty (30) days thereafter, either Landlord or Tenant may cancel this lease by notice to other party. In the event neither party should so elect to cancel this lease, then the delivery date shall be deemed extended for a period of six (6) months, and in the event Landlord shall fail to substantially complete Landlord's work on or before the delivery date as extended, then this lease may thereafter be cancelled at the option of either party.

27.18 Lessee has two (2), five (5) year options to renew this lease for a total of ten (10) years. Lessee must notify Landlord in writing 120 days prior to the expiration of each term of his intent to exercise the option. Minimum monthly rent will be increased as follows for the options; years eleven (11) through fifteen (15) rent will be $2,500.00 per month; and years sixteen (16) through twenty (20) rent will be $3,000.00 per month. All other terms and provisions of this lease will remain in effect during the options.

EXECUTED as of the date hereinabove stated.

Ronde/Malovanaa Joint Venture #1
Malovanaa/Ronde J.V.

LANDLORD: ~~RONDE COMPANY~~

By _____
A.W. (Tom) Ronde, III

Title Ohm Malovanaa

ATTEST or WITNESS

TENANT: ICE STORES, INC.

By _____
Martin Davis

ATTEST or WITNESS

Title President

AGENT: Tom Ronde Company

By _____

COOPERATING AGENT: _____

By _____

#594

February 17, 2005

Mr. Bob Hubbard
President/COO
E-Z Mart Stores, Inc.
602 W. Falvey
Texarkana, Texas 75504
San Antonio. Texas 78255

RE: E-Z Mart Lease
15503 Babcock Road
San Antonio, Texas 78255

Dear Mr. Hubbard.

I am enclosing the lease renewal for the above mentioned space. I apologize for the delay in getting this to you, but my attorney has been extremely busy. As I told you in our earlier conversation, it is fairly simple. I think the terms are the same as we stated in our telephone conversation.

Please note that I have assigned the lease to my limited partnership, Smithson Properties II, Ltd. Please make all future checks payable to this entity. I have enclosed two copies of the agreement. Please initial and sign one copy and return it to me.

Should you have further questions, please call me at 210-825-2400. Thank you

Sincerely,

Harris D. Smithson
P. O. Box 12089
San Antonio, Texas 78212-

MAILED
2-23-5

7003 3110 0000 8941 7747

AGREEMENT TO EXTEND LEASE

This Agreement to Extend Lease ("Extension") is made by and between SMITHSON PROPERTIES II, LTD. ("Landlord") and E-Z MART STORES, INC. ("Tenant"). Landlord and Tenant agree that the Shopping Center Lease (the "Lease") dated April 26, 1984 between Tom Rohde Company & Chris Maloyansas (Rohde/Malovansas JV#1), assigned to E-Z MART STORES, INC. as Tenant and Ice Stores. Inc., assigned to SMITHSON PROPERTIES II, LTD. as LANDLORD, and extended on September 11, 1999 for the term from February 1, 2000 through January 31, 2005 is hereby extended for the term from February 1, 2005 until January 31, 2008, under the same terms and conditions as stated in the Lease as amended, except as modified herein. The Lease is hereby modified as follows:

[redacted]

2. **Automatic Rental Adjustments.** After the first year of the lease term, and at 1year intervals for the rest of the term, the yearly rent will be adjusted as set forth in this section to reflect increases in the following Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor: San Antonio area, using 2005 =100 as the base year. The index numbers will be taken from this consumer price index as follows:

[redacted]

3. **Additional Rent for Common Area Maintenance Costs**. Tenant agrees to pay to Landlord, as additional rent, the Tenant's proportionate share of the Common Area Maintenance Costs for the calendar year. The proportionate share of the annual Common Area Maintenance Costs to be paid by Tenant is the total gross floor area of the Premises divided by the gross floor area of all areas in the Shopping Center that are available for the exclusive use and occupancy of tenants in the Shopping Center at the end of that year. Tenant agrees to pay its proportionate share on a yearly basis in the amount determined and billed by Landlord. The amount billed yearly is based on Landlord's cost of Common Area Maintenance Costs for the prior calendar year.

"Common Area Maintenance Costs" means the cost of managing, operating, and maintaining the Common Areas in a manner Landlord deems reasonable and appropriate. Common Area maintenance costs include all costs and expenses relating to the following:. lighting, painting, cleaning, policing, inspecting, landscaping, repairing, replacing, heating and cooling, guarding, and protecting the Common Areas; depreciation of machinery, equipment, and other non-real estate assets used in the maintenance and operation of the Shopping Center; the cost of hazard and public liability insurance; trucks and other equipment used for the management, operation, and maintenance of the Shopping Center; measures undertaken by Landlord to comply with any environmental or similar law, ordinance, or regulation, including the removal of any hazardous substance from the Shopping Center; and a management fee paid to Landlord equal to 10 percent of the total Common Area Maintenance Costs.

The "Common Areas" means that part of the Shopping Center designated by Landlord for the common use of all tenants. The Common Areas include the Parking Areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, drinking fountains. meeting rooms, public toilets, and the similar facilities.

The Common Areas are subject to Landlord's sole management and control and are operated and maintained in such manner as Landlord in its discretion determines. Tenant and its employees, customers, subtenants, licensees, and concessionaires have the non-exclusive right to use the Common Areas, subject to reasonable rules and regulations governing use which Landlord may from time to time prescribe. Tenant may not solicit business, display merchandise, or distribute handbills within the Common Area, nor may the Tenant take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

Signed this 17th day of February, 2005.

SMITHSON PROPERTIES II, LTD.
By its Managing General Partner:

THE SMITHSON GROUP, LLC

HARRIS D. SMITHSON, President

E-Z MART STORES, INC.

BOB HUBBARD, President/COO

BH BK

602 W. FALVEY • P.O. BOX 1426 • TEXARKANA, TX 75504-1426
www.e-zmart.com • (903) 832-6502

10/2/07

Re; E-Z Mart # 594
Lease Extension

Good morning Harris and we would like to extend our lease with you on our E-Z Mart # 594 for another 5 years if possible.

We're going to install new flooring and do some paint work along with various other items to upgrade the property, so we'd like to extend for 5 years, but if you prefer 3 years of course will be fine with us.

I'll be traveling today showing a property in Arkansas but please call me on my cell phone at 903-277-2179 to discuss.

Thanks Harris!

Mike Ingram
Director of Real Estate
E-Z Mart Stores, Inc.
903-832-6502 ext. 315

#594

AGREEMENT TO EXTEND LEASE

This Agreement to Extend Lease ("Extension") is made by and between SMITHSON PROPERTIES II, LTD. ("Landlord") and E-Z MART STORES, INC. ("Tenant"). Landlord and Tenant agree that the Shopping Center Lease (the "Lease") dated April 26, 1984 between Tom Rohde Company & Chris Maloyansas (Rohde/Malovansas JV#1), assigned to E-Z MART STORES, INC. as Tenant and Ice Stores, Inc., assigned to SMITHSON PROPERTIES II, LTD. as LANDLORD, extended on September 11, 1999 for the term from February 1, 2000 through January 31, 2005 and extended again for the term from February 1, 2005 through January 1, 2008, is hereby extended for the term from February 1, 2008 until January 31, 2011, under the same terms and conditions as stated in the Lease as amended, except as modified herein. The Lease is hereby modified as follows:

1. **Rent.** Tenant agrees to pay to Landlord a minimum guaranteed monthly rental of $4,800 ("Fixed Rent"). The first monthly Fixed Rent payment is due and payable on or before the Commencement Date, and subsequent monthly Fixed Rent payments are due and payable on or before the fifteenth day of each succeeding calendar month. All payments are to be made to SMITHSON PROPERTIES II, LTD.

2. **Automatic Rental Adjustments.** After the first year of the lease term, and at 1 year intervals for the rest of the term, the yearly rent will be adjusted as set forth in this section to reflect increases in the following Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor: San Antonio area, using 2008=100 as the base year. The index numbers will be taken from this consumer price index as follows:

[redacted]

3. **Additional Rent for Common Area Maintenance Costs.** Tenant agrees to pay to Landlord, as additional rent, the Tenant's proportionate share of the Common Area Maintenance Costs for the calendar year. The proportionate share of the annual Common Area Maintenance Costs to be paid by Tenant is the total gross floor area of the Premises divided by the gross floor area of all areas in the Shopping Center that are available for the exclusive use and occupancy of tenants in the Shopping Center at the end of that year. Tenant agrees to pay its proportionate share on a yearly basis in the amount determined and billed by Landlord. The amount billed yearly is based

on Landlord's cost of Common Area Maintenance Costs for the prior calendar year. "Common Area Maintenance Costs" means the cost of managing, operating, and maintaining the Common Areas in a manner Landlord deems reasonable and appropriate. Common Area maintenance costs include all costs and expenses relating to the following:, lighting, painting, cleaning, policing, inspecting, landscaping, repairing, replacing, heating and cooling, guarding, and protecting the Common Areas; depreciation of machinery, equipment, and other non-real estate assets used in the maintenance and operation of the Shopping Center; the cost of hazard and public liability insurance; trucks and other equipment used for the management, operation, and maintenance of the Shopping Center; measures undertaken by Landlord to comply with any environmental or similar law, ordinance, or regulation, including the removal of any hazardous substance from the Shopping Center; and a management fee paid to Landlord equal to 10 percent of the total Common Area Maintenance Costs.

The "Common Areas" means that part of the Shopping Center designated by Landlord for the common use of all tenants. The Common Areas include the Parking Areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, drinking fountains, meeting rooms, public toilets, and the similar facilities.

The Common Areas are subject to Landlord's sole management and control and are operated and maintained in such manner as Landlord in its discretion determines. Tenant and its employees, customers, subtenants, licensees, and concessionaires have the non-exclusive right to use the Common Areas, subject to reasonable rules and regulations governing use which Landlord may from time to time prescribe. Tenant may not solicit business, display merchandise, or distribute handbills within the Common Area, nor may the Tenant take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

Signed this 29th day of January, 2008.

SMITHSON PROPERTIES II, LTD.
By its Managing General Partner:
THE SMITHSON GROUP, LLC

HARRIS D. SMITHSON, President

E-Z MART STORES, INC.

BOB HUBBARD, President/COO

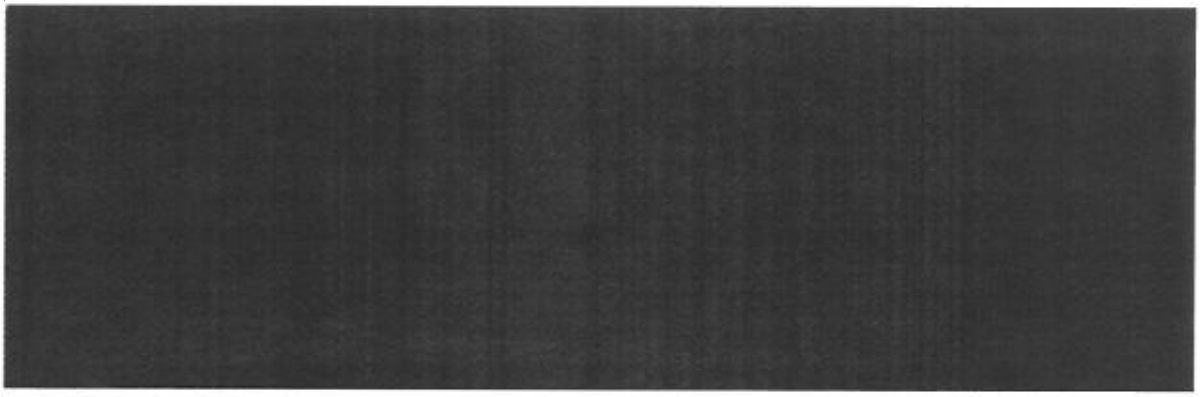
#594

AGREEMENT TO EXTEND LEASE

This Agreement to Extend Lease (AExtension@) is made by and between SMITHSON PROPERTIES II, LTD. (ALandlord@) and E-Z MART STORES, INC. (ATenant@). Landlord and Tenant agree that the Shopping Center Lease (the ALease@) dated April 26, 1984 between Tom Rohde Company & Chris Maloyansas (Rohde/Malovansas JV#1), assigned to E-Z MART STORES, INC. as Tenant and Ice Stores, Inc., assigned to SMITHSON PROPERTIES II, LTD. as LANDLORD, extended on September 11, 1999 for the term from February 1, 2000 through January 31, 2005, extended again for the term from February 1, 2005 through January 1, 2008, and extended on January 10, 2008 for the term from February 1, 2008 until January 31, 2011 is hereby extended for the term from January 1, 2010 until December 31, 2014, under the same terms and conditions as stated in the Lease as amended, except as modified herein. The Lease is hereby modified as follows:

1. **Rent.** Tenant agrees to pay to Landlord a minimum guaranteed monthly rental of $5,000 ("Fixed Rent"). The first monthly Fixed Rent payment is due and payable on or before the January 1, 2010, and subsequent monthly Fixed Rent payments are due and payable on or before the first day of each succeeding calendar month. All payments are to be made to SMITHSON PROPERTIES II, LTD.

2. **Automatic Rental Adjustments.** Beginning January 1, 2011, and at 1 year intervals for the rest of the term, the monthly rent will be adjusted as set forth in this section to reflect increases in the following Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor: San Antonio area, using 2010=100 as the base year. The index numbers will be taken from this consumer price index as follows:



3. **Additional Rent for Common Area Maintenance Costs.** Tenant agrees to pay to Landlord, as additional rent, the Tenant's proportionate share of the Common Area Maintenance Costs for the calendar year. The proportionate share of the annual Common Area Maintenance Costs to be paid by Tenant is the total gross floor area of the Premises divided by the gross floor area of all areas in the Shopping Center that are available for the exclusive use and occupancy of tenants in

the Shopping Center at the end of that year. Tenant agrees to pay its proportionate share on a yearly basis in the amount determined and billed by Landlord. The amount billed yearly is based on Landlord's cost of Common Area Maintenance Costs for the prior calendar year. "Common Area Maintenance Costs" means the cost of managing, operating, and maintaining the Common Areas in a manner Landlord deems reasonable and appropriate. Common Area maintenance costs include all costs and expenses relating to the following: lighting, painting, cleaning, policing, inspecting, landscaping, repairing, replacing, heating and cooling, guarding, and protecting the Common Areas; depreciation of machinery, equipment, and other non-real estate assets used in the maintenance and operation of the Shopping Center; the cost of hazard and public liability insurance; trucks and other equipment used for the management, operation, and maintenance of the Shopping Center; measures undertaken by Landlord to comply with any environmental or similar law, ordinance, or regulation, including the removal of any hazardous substance from the Shopping Center; and a management fee paid to Landlord equal to 10 percent of the total Common Area Maintenance Costs.

The "Common Areas" means that part of the Shopping Center designated by Landlord for the common use of all tenants. The Common Areas include the Parking Areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, drinking fountains, meeting rooms, public toilets, and the similar facilities.

The Common Areas are subject to Landlord's sole management and control and are operated and maintained in such manner as Landlord in its discretion determines. Tenant and its employees, customers, subtenants, licensees, and concessionaires have the non-exclusive right to use the Common Areas, subject to reasonable rules and regulations governing use which Landlord may from time to time prescribe. Tenant may not solicit business, display merchandise, or distribute handbills within the Common Area, nor may the Tenant take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

[redacted]

Signed this 18th day of December, 2009.

SMITHSON PROPERTIES II, LTD.
By its Managing General Partner:
THE SMITHSON GROUP, LLC

HARRIS D. SMITHSON, President

E-Z MART STORES, INC.

BOB HUBBARD, President/COO

#594

AGREEMENT TO EXTEND LEASE

This Agreement to Extend Lease ("Extension") is made by and between SMITHSON PROPERTIES II, LTD. ("Landlord") and E-Z MART STORES, INC. ("Tenant"). Landlord and Tenant agree that the Shopping Center Lease (the "Lease") dated April 26, 1984 between Tom Rohde Company & Chris Maloyansas (Rohde Malovansas JV#1), assigned to E-Z MART STORES, INC. as Tenant and Ice Stores, Inc., assigned to SMITHSON PROPERTIES II, LTD. as LANDLORD, extended on September 11, 1999 for the term from February 1, 2000 through January 31, 2005, extended again for the term from February 1, 2005 through January 1, 2008, extended again on January 10, 2008 for the term from February 1, 2008 until January 31, 2011, and extended again on December 18, 2009 from January 1, 2010 to December 31, 2014 is hereby extended for the term from January 1, 2015 until December 31, 2019, under the same terms and conditions as stated in the Lease as amended, except as modified herein. The Lease is hereby modified as follows:

1. **Rent.** Tenant agrees to pay to Landlord a minimum guaranteed monthly rental of the greater of 1) $5,500 or 2) $5,400 adjusted by using the Automatic Rental Adjustment with the base year as 2014 ("Fixed Rent"), . The first monthly Fixed Rent payment is due and payable on or before the January 1, 2015, and subsequent monthly Fixed Rent payments are due and payable on or before the first day of each succeeding calendar month. All payments are to be made to SMITHSON PROPERTIES II, LTD.

2. **Automatic Rental Adjustments.** Beginning January 1, 2016, and at 1 year intervals for the rest of the term, the monthly rent will be adjusted as set forth in this section to reflect increases in the following Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor: San Antonio area, using 2015=100 as the base year. The index numbers will be taken from this consumer price index as follows:

[redacted]

3. **Additional Rent for Common Area Maintenance Costs.** Tenant agrees to pay to Landlord, as additional rent, the Tenant's proportionate share of the Common Area Maintenance Costs for

the calendar year. The proportionate share of the annual Common Area Maintenance Costs to be paid by Tenant is the total gross floor area of the Premises divided by the gross floor area of all areas in the Shopping Center that are available for the exclusive use and occupancy of tenants in the Shopping Center at the end of that year. Tenant agrees to pay its proportionate share on a yearly basis in the amount determined and billed by Landlord. The amount billed yearly is based on Landlord's cost of Common Area Maintenance Costs for the prior calendar year.
"Common Area Maintenance Costs" means the cost of managing, operating, and maintaining the Common Areas in a manner Landlord deems reasonable and appropriate. Common Area maintenance costs include all costs and expenses relating to the following:, lighting, painting, cleaning, policing, inspecting, landscaping, repairing, replacing, heating and cooling, guarding, and protecting the Common Areas; depreciation of machinery, equipment, and other non-real estate assets used in the maintenance and operation of the Shopping Center; the cost of hazard and public liability insurance; trucks and other equipment used for the management, operation, and maintenance of the Shopping Center; measures undertaken by Landlord to comply with any environmental or similar law, ordinance, or regulation, including the removal of any hazardous substance from the Shopping Center; and a management fee paid to Landlord equal to 10 percent of the total Common Area Maintenance Costs.

The "Common Areas" means that part of the Shopping Center designated by Landlord for the common use of all tenants. The Common Areas include the Parking Areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, drinking fountains, meeting rooms, public toilets, and the similar facilities.

The Common Areas are subject to Landlord's sole management and control and are operated and maintained in such manner as Landlord in its discretion determines. Tenant and its employees, customers, subtenants, licensees, and concessionaires have the non-exclusive right to use the Common Areas, subject to reasonable rules and regulations governing use which Landlord may from time to time prescribe. Tenant may not solicit business, display merchandise, or distribute handbills within the Common Area, nor may the Tenant take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

[redacted]

Signed this 1st day of December, 2014.

SMITHSON PROPERTIES II, LTD.
By its Managing General Partner.
THE SMITHSON GROUP, LLC

HARRIS D. SMITHSON, President

E-Z MART STORES, INC.

BOB HUBBARD, President COO

TCEQ Form – 0599

Agent Authorization Form

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

I Lee Farris,
Print Name

Petroleum Project Manager,
Title - Owner/President/Other

of GPM Southeast, LLC,
Corporation/Partnership/Entity Name

have authorized David Asvestas, P. E.
Print Name of Agent/Engineer

of Banester Engineering Consultants, Ltd.
Print Name of Firm

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

I also understand that:

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

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

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

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

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

SIGNATURE PAGE:

Applicant's Signature

8/8/24
Date

THE STATE OF Texas §

County of Bowie §

BEFORE ME, the undersigned authority, on this day personally appeared Lee Farris 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 8 day of August 2024

Heather Davis
NOTARY PUBLIC

Heather Davis
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: 8/23/2025

HEATHER DAVIS
NOTARY PUBLIC
STATE OF TEXAS
ID # 13328785-1
My Comm. Expires 08-23-2025

TCEQ Form – 0574

Application Fee Form

Application Fee Form

Texas Commission on Environmental Quality

Name of Proposed Regulated Entity: EZ Mart 4388
Regulated Entity Location: 15503 Babcock Rd., San Antonio, TX
Name of Customer: GPM Southeast, LLC
Contact Person: Lee Farris Phone: 903-255-1619
Customer Reference Number (if issued):CN 605529908
Regulated Entity Reference Number (if issued):RN 101816684

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

☒ San Antonio Regional Office
☐ Overnight Delivery to: TCEQ - Cashier
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	3 Tanks	$ 1,950.00
Piping System(s)(only)	Each	$
Exception	Each	$
Extension of Time	Each	$

Signature: _____ Date: 10/22/2024

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

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

Organized Sewage Collection Systems and Modifications

Project	*Cost per Linear Foot*	*Minimum Fee-Maximum Fee*
Sewage Collection Systems	$0.50	$650 - $6,500

Underground and Aboveground Storage Tank System Facility Plans and Modifications

Project	*Cost per Tank or Piping System*	*Minimum Fee-Maximum Fee*
Underground and Aboveground Storage Tank Facility	$650	$650 - $6,500

Exception Requests

Project	*Fee*
Exception Request	$500

Extension of Time Requests

Project	*Fee*
Extension of Time Request	$150

TCEQ Form – 10400

Core Data Forms

TCEQ Use Only

TCEQ Core Data Form

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

SECTION I: General Information

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

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

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

2. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	**3. Regulated Entity Reference Number** *(if issued)*
CN		**RN 102357027**

SECTION II: Customer Information

4. General Customer Information | **5. Effective Date for Customer Information Updates** (mm/dd/yyyy)

☒ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐ Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)

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).

6. Customer Legal Name *(If an individual, print last name first: eg: Doe, John)* *If new Customer, enter previous Customer below:*

Sunshine Babcock Holdings LLC

7. TX SOS/CPA Filing Number	**8. TX State Tax ID** (11 digits)	**9. Federal Tax ID**	**10. DUNS Number** *(if applicable)*
0803223215	32069594953	83-3263932	

11. Type of Customer: ☒ Corporation ☐ Individual Partnership: ☐ General ☐ Limited
Government: ☐ City ☐ County ☐ Federal ☐ Local ☐ State ☐ Other ☐ Sole Proprietorship ☐ Other:

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

13. Independently Owned and Operated?
☒ Yes ☐ No

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

☐ Owner ☐ Operator ☐ Owner & Operator ☒ Other: Property Owner
☐ Occupational Licensee ☐ Responsible Party ☐ VCP/BSA Applicant

15. Mailing Address: 7211 Washita Way

City	San Antonio	State	TX	ZIP	78256	ZIP + 4	2333

16. Country Mailing Information *(if outside USA)*

17. E-Mail Address *(if applicable)*

18. Telephone Number	**19. Extension or Code**	**20. Fax Number** *(if applicable)*

( ) -		( ) -

SECTION III: Regulated Entity Information

21. General Regulated Entity Information *(If 'New Regulated Entity" is selected, a new permit application is also required.)*

☐ New Regulated Entity ☐ Update to Regulated Entity Name ☒ Update to Regulated Entity Information

The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).

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

E Z Mart 4388

23. Street Address of the Regulated Entity: ***(No PO Boxes)***	15503 Babcock Rd.							
	City	San Antonio	**State**	TX	**ZIP**	78255	**ZIP + 4**	1101
24. County	Bexar							

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

25. Description to Physical Location:	Site is located at the northeast corner of Loop 1604 and Babcock Rd.				
26. Nearest City			**State**	**Nearest ZIP Code**	
San Antonio			TX	78255	

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).

27. Latitude (N) In Decimal:	29.588342		**28. Longitude (W) In Decimal:**	98.631083	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
29	35	18.03	98	37	51.90

29. Primary SIC Code (4 digits)	**30. Secondary SIC Code** (4 digits)	**31. Primary NAICS Code** (5 or 6 digits)	**32. Secondary NAICS Code** (5 or 6 digits)
5541	N/A	447190	N/A

33. What is the Primary Business of this entity? *(Do not repeat the SIC or NAICS description.)*

Convenience store/UST facility

34. Mailing Address:	7211 Washta Way							
	City	san Antonio	**State**	TX	**ZIP**	78256	**ZIP + 4**	2333
35. E-Mail Address:								

36. Telephone Number	**37. Extension or Code**	**38. Fax Number** *(if applicable)*
( ) -		( ) -

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☒ Edwards Aquifer	☐ Emissions Inventory Air	☐ Industrial Hazardous Waste
		EAPP ID 13-85053001 EAPP ID 13-85053001B		
☐ Municipal Solid Waste	☐ New Source Review Air	☐ OSSF	☒ Petroleum Storage Tank	☐ PWS
			FAC ID 36423	
☐ Sludge	☐ Storm Water	☐ Title V Air	☐ Tires	☐ Used Oil
☐ Voluntary Cleanup	☐ Wastewater	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	David Asvestas, P. E.	41. Title:	Project Engineer

42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(210) 771-8154		(210) 579-7738	david@banester.com

SECTION V: Authorized Signature

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

Company:	Sunshine Holdings LLC	Job Title:	Managing Partner
Name *(In Print)*:	Ali Saleh	Phone:	(210)374-0768
Signature:	Ali Saleh	Date:	7/20/2024

TCEQ Use Only

TCEQ Core Data Form

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

SECTION I: General Information

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

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

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

☒ Other **UST Plan Modification**

2. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number *(if issued)*
CN 605529908		RN 102357027

SECTION II: Customer Information

4. General Customer Information | **5. Effective Date for Customer Information Updates** (mm/dd/yyyy) 11/3/2017

☐ New Customer ☒ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐ Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)

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).

6. Customer Legal Name *(If an individual, print last name first: eg: Doe, John)* — *If new Customer, enter previous Customer below:*

GPM Southeast, LLC

7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number *(if applicable)*
0802853301	32065325667	45-3249748	

11. Type of Customer: ☒ Corporation ☐ Individual Partnership: ☐ General ☐ Limited
Government: ☐ City ☐ County ☐ Federal ☐ Local ☐ State ☐ Other ☐ Sole Proprietorship ☐ Other:

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

13. Independently Owned and Operated?
☒ Yes ☐ No

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

☐ Owner ☐ Operator ☒ Owner & Operator
☐ Occupational Licensee ☐ Responsible Party ☐ VCP/BSA Applicant ☐ Other:

15. Mailing Address: 8565 Magellan Pkwy, Suite 400

City	Richmond	State	VA	ZIP	23227	ZIP + 4	1172

16. Country Mailing Information *(if outside USA)*

17. E-Mail Address *(if applicable)*
LFarris@gpminvestments.com

18. Telephone Number | **19. Extension or Code** | **20. Fax Number** *(if applicable)*

(903) 255-1619		( ) -

SECTION III: Regulated Entity Information

21. General Regulated Entity Information *(If 'New Regulated Entity" is selected, a new permit application is also required.)*

☐ New Regulated Entity ☐ Update to Regulated Entity Name ☒ Update to Regulated Entity Information

The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).

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

E Z Mart 4388

23. Street Address of the Regulated Entity: ***(No PO Boxes)***	15503 Babcock Rd.							
	City	San Antonio	**State**	TX	**ZIP**	78255	**ZIP + 4**	1101
24. County	Bexar							

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

25. Description to Physical Location:	Site is located at the northeast corner of Loop 1604 and Babcock Rd.				
26. Nearest City			**State**	**Nearest ZIP Code**	
San Antonio			TX	78255	

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).

27. Latitude (N) In Decimal:	29.588342		**28. Longitude (W) In Decimal:**	98.631083	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
29	35	18.03	98	37	51.90

29. Primary SIC Code (4 digits)	**30. Secondary SIC Code** (4 digits)	**31. Primary NAICS Code** (5 or 6 digits)	**32. Secondary NAICS Code** (5 or 6 digits)
5541	N/A	447190	N/A

33. What is the Primary Business of this entity? *(Do not repeat the SIC or NAICS description.)*

Convenience store/UST facility

34. Mailing Address:	8565 Magellan Pkwy, Suite 400							
	City	Richmond	**State**	VA	**ZIP**	23227	**ZIP + 4**	1172
35. E-Mail Address:	LFarris@gpminvestments.com							

36. Telephone Number	**37. Extension or Code**	**38. Fax Number** *(if applicable)*
(903) 255-1619		( ) -

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☒ Edwards Aquifer	☐ Emissions Inventory Air	☐ Industrial Hazardous Waste
		EAPP ID 13-85053001 EAPP ID 13-85053001B		
☐ Municipal Solid Waste	☐ New Source Review Air	☐ OSSF	☒ Petroleum Storage Tank	☐ PWS
			FAC ID 36423	
☐ Sludge	☐ Storm Water	☐ Title V Air	☐ Tires	☐ Used Oil
☐ Voluntary Cleanup	☐ Wastewater	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	David Asvestas, P. E.	41. Title:	Project Engineer

42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(210) 771-8154		(210) 579-7738	david@banester.com

SECTION V: Authorized Signature

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

Company:	GPM Southeast, LLC	Job Title:	Petroleum Project Manager
Name *(In Print)*	Lee Farris	Phone:	(903) 748- 6348
Signature:		Date:	1/13/2025