



Administrative Package Cover Page

This file contains the following documents:

1. Summary of application (in plain language)
 - English
 - Alternative Language (Spanish)
 2. First Notice (NORI-Notice of Receipt of Application and Intent to Obtain a Permit)
 - English
 - Alternative Language (Spanish)
 3. Application materials
-



Portada de Paquete Administrativo

Este archivo contiene los siguientes documentos:

1. Resumen en lenguaje sencillo (PLS, por sus siglas en inglés) de la actividad propuesta
 - Inglés
 - Idioma alternativo (español)
2. Primer aviso (NORI, por sus siglas en inglés)
 - Inglés
 - Idioma alternativo (español)
3. Solicitud original

**ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS
DOMESTIC WASTEWATER/STORMWATER**

The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.

VS Development, LLC (CN 605812924) proposes to operate Denton County MUD 16 (RN 111100756), a wastewater treatment facility. The facility will be located at approximately 0.77 mile West of the intersection of the Farm-to-Market Road 156 and U.S. Highway 380, in Krum, Denton County, Texas 76249. This application is for a renewal to discharge 750,000 gallons per day of treated domestic wastewater. This permit will not authorize a discharge of pollutants into water in the state.

Discharges from the facility are expected to contain five-day biochemical oxygen demand (BOD₅), total suspended solids (TSS), Ammonia Nitrogen, and *Escherichia coli*. Domestic wastewater will be treated by an activated sludge process plant and the treatment units include a bar screen, aeration basins, clarifiers, aerobic sludge digesters, and chlorine contact basins.

**PLANTILLA EN ESPAÑOL PARA SOLICITUDES NUEVAS/RENOVACIONES/ENMIENDAS DE
TPDES o TLAP**

AGUAS RESIDUALES DOMÉSTICAS /AGUAS PLUVIALES

El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.

VS Development, LLC (CN 605812924) propone operar Denton County MUD 16 (RN 111100756), una instalación de tratamiento de aguas residuales. La instalación estará ubicada en aproximadamente 0.77 milas al oeste de la intersección de FM 156 y US 380, en la Ciudad de Krum, Condado de Denton, Texas 76249. Esta solicitud es para una renovación para descargar 750,000 galones por día de aguas residuales domésticas tratadas. Este permiso no autorizará una descarga de contaminantes en el agua en el estado.

Se espera que las descargas de la instalación contengan demanda bioquímica de oxígeno (DBO₅) de cinco días, sólidos suspendidos totales (SST), nitrógeno ammoniacal y *Escherichia Coli*. Las aguas residuales domésticas serán tratadas por una planta de proceso de lodos activados y las unidades de tratamiento incluirán una criba de barras, balsas de aireación, clarificadores, digestores aerobios de lodos, y balsas de contacto de cloro.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL

PERMIT NO. WQ0015920001

APPLICATION. VS Development, LLC, 2925 Country Club Road, Suite 106, Denton, Texas 76210, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0015920001 (EPA I.D. No. TX0140571) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 750,000 gallons per day. The domestic wastewater treatment facility is located approximately 0.77 miles west of the intersection of the Farm-to-Market Road 156 and U.S. Highway 380, in Denton County, Texas 76249. The discharge route is from the plant site to South Hickory Creek; thence to Hickory Creek; thence to Lewisville Lake. TCEQ received this application on June 20, 2024. The permit application will be available for viewing and copying at Krum Public Library, 815 East McCart Street, in Denton County, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.262222,33.234722&level=18>

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

El aviso de idioma alternativo en español está disponible en

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public

interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application.** If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. All public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from VS Development, LLC at the address stated above or by calling Mr. Andrew Kanewske, P.E., Kimley-Horn, at 817-349-2829.

Issuance Date: July 23, 2024

Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

PERMISO NO. WQ0015920001

SOLICITUD. VS Development, LLC, 2925 Country Club Road, Suite 106, Denton, Texas 76210, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0015920001 (EPA I.D. No. TX 0140571) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 750,000 galones por día. La planta está ubicada aproximadamente 0.77 millas al oeste de la intersección Farm-to-Market Road 156 y U.S. Highway 380 en el Condado de Denton, Texas. La ruta de descarga es del sitio de la planta a South Hickory Creek; de allí a Hickory Creek; de allí a Lewisville Lake. La TCEQ recibió esta solicitud el 20 de Junio, 2024. La solicitud para el permiso estará disponible para leerla y copiarla en Krum Public Library, 815 E McCart St, Krum, Texas 76249 antes de la fecha de publicación de este aviso en el periódico. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.262222,33.234722&level=18>

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar **comentarios públicos o pedir una reunión pública sobre esta solicitud.** El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida**

directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios. Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas de correos siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

CONTACTOS E INFORMACIÓN A LA AGENCIA. Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía

<http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional de VS Development, LLC a la dirección indicada arriba o llamando a Sr. Andrew Kanewske, P.E., Kimley-Horn, al 817-349-2829.

Fecha de emission: 23 de julio de 2024



June 19th, 2024

Texas Commission on Environmental Quality
Water Quality Division
Applications Review and Processing Team (MC148)
P.O. Box 13087
Austin, Texas 78711

**RE: *Minor Amendment with Permit Renewal Application for the
Denton County MUD 16 Wastewater Treatment Facility WQ00159200001***

Dear Water Quality Team:

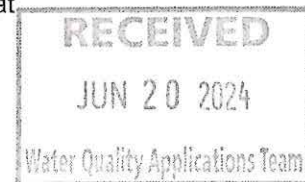
This letter serves to transmit the application for the Denton County MUD 16 Wastewater Treatment Facility.

The permit application follows this letter within the following attachments:

- Attachment A. Administrative Report 1.0
- Attachment B. SPIF
- Attachment C. TCEQ Core Data Form
- Attachment D. Plain Language Summary
- Attachment E. Domestic Technical Report 1.0
- Attachment F. Domestic Technical Worksheet 2.0
- Attachment G. Original USGS Map
- Attachment H. Process Flow Diagram
- Attachment I. Site Drawing
- Attachment J. Copy of Payment Voucher
- Attachment K. Contract of Sale (VS Development, LLC – Olex, Inc.)

If you have any questions regarding this project, please contact me at 817-349-2829.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.
Texas Firm No. 928



Andrew Kanewske, P.E. (Texas License No. 145305)

DOMESTIC WASTEWATER PERMIT APPLICATION CHECKLIST OF COMMON DEFICIENCIES

Below is a list of common deficiencies found during the administrative review of domestic wastewater permit applications. To ensure the timely processing of this application, please review the items below and indicate by checking Yes that each item is complete and in accordance applicable rules at 30 TAC Chapters 21, 281, and 305. If an item is not required this application, indicate by checking N/A where appropriate. Please do not submit the application until the items below have been addressed.

Core Data Form (TCEQ Form No. 10400) ☒ Yes
(Required for all application types. Must be completed in its entirety and signed.
Note: Form may be signed by applicant representative.)

Correct and Current Industrial Wastewater Permit Application Forms ☒ Yes
(TCEQ Form Nos. 10053 and 10054. Version dated 6/25/2018 or later.)

Water Quality Permit Payment Submittal Form (Page 19) ☒ Yes
(Original payment sent to TCEQ Revenue Section. See instructions for mailing address.)

7.5 Minute USGS Quadrangle Topographic Map Attached ☒ Yes
(Full-size map if seeking "New" permit.
8 1/2 x 11 acceptable for Renewals and Amendments)

Current/Non-Expired, Executed Lease Agreement or Easement ☒ N/A ☐ Yes

Landowners Map ☒ N/A ☐ Yes
(See instructions for landowner requirements)

Things to Know:

- All the items shown on the map must be labeled.
- The applicant's complete property boundaries must be delineated which includes boundaries of contiguous property owned by the applicant.
- The applicant cannot be its own adjacent landowner. You must identify the landowners immediately adjacent to their property, regardless of how far they are from the actual facility.
- If the applicant's property is adjacent to a road, creek, or stream, the landowners on the opposite side must be identified. Although the properties are not adjacent to applicant's property boundary, they are considered potentially affected landowners. If the adjacent road is a divided highway as identified on the USGS topographic map, the applicant does not have to identify the landowners on the opposite side of the highway.

Landowners Cross Reference List ☒ N/A ☐ Yes
(See instructions for landowner requirements)

Landowners Labels or USB Drive attached ☒ N/A ☐ Yes
(See instructions for landowner requirements)

Original signature per 30 TAC § 305.44 – Blue Ink Preferred ☒ Yes
(If signature page is not signed by an elected official or principle executive officer,
a copy of signature authority/delegation letter must be attached)

Plain Language Summary ☒ Yes

Attachment A
Administrative Report 1.0



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

DOMESTIC WASTEWATER PERMIT APPLICATION CHECKLIST

Complete and submit this checklist with the application.

APPLICANT NAME: VS Development LLC

PERMIT NUMBER (If new, leave blank): WQ00 15920001

Indicate if each of the following items is included in your application.

	Y	N		Y	N
Administrative Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original USGS Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Administrative Report 1.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Affected Landowners Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SPIF	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landowner Disk or Labels	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Core Data Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Buffer Zone Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Involvement Plan Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Flow Diagram	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Technical Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site Drawing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Technical Report 1.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original Photographs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 2.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 2.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solids Management Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Balance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 3.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 3.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 4.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 5.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 6.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 7.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

For TCEQ Use Only

Segment Number _____ County _____
Expiration Date _____ Region _____
Permit Number _____



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

DOMESTIC WASTEWATER PERMIT APPLICATION ADMINISTRATIVE REPORT 1.0

For any questions about this form, please contact the Applications Review and Processing Team at 512-239-4671.

Section 1. Application Fees (Instructions Page 26)

Indicate the amount submitted for the application fee (check only one).

Flow	New/Major Amendment	Renewal
<0.05 MGD	\$350.00 <input type="checkbox"/>	\$315.00 <input type="checkbox"/>
≥0.05 but <0.10 MGD	\$550.00 <input type="checkbox"/>	\$515.00 <input type="checkbox"/>
≥0.10 but <0.25 MGD	\$850.00 <input type="checkbox"/>	\$815.00 <input type="checkbox"/>
≥0.25 but <0.50 MGD	\$1,250.00 <input type="checkbox"/>	\$1,215.00 <input type="checkbox"/>
≥0.50 but <1.0 MGD	\$1,650.00 <input type="checkbox"/>	\$1,615.00 <input checked="" type="checkbox"/>
≥1.0 MGD	\$2,050.00 <input type="checkbox"/>	\$2,015.00 <input type="checkbox"/>

Minor Amendment (for any flow) \$150.00 ☒

Payment Information:

Mailed Check/Money Order Number: N/A
Check/Money Order Amount: N/A
Name Printed on Check: N/A
EPAY Voucher Number: 710060, 710061, 710062, 710063
Copy of Payment Voucher enclosed? Yes ☒

Section 2. Type of Application (Instructions Page 26)

a. Check the box next to the appropriate authorization type.

- ☐ Publicly-Owned Domestic Wastewater
☒ Privately-Owned Domestic Wastewater
☐ Conventional Wastewater Treatment

b. Check the box next to the appropriate facility status.

- ☐ Active ☒ Inactive

c. Check the box next to the appropriate permit type.

- ☒ TPDES Permit
☐ TLAP
☐ TPDES Permit with TLAP component
☐ Subsurface Area Drip Dispersal System (SADDS)

d. Check the box next to the appropriate application type

- ☐ New
☐ Major Amendment with Renewal
☐ Major Amendment without Renewal
☐ Renewal without changes
☒ Minor Amendment with Renewal
☐ Minor Amendment without Renewal
☐ Minor Modification of permit

e. For amendments or modifications, describe the proposed changes: Increased interim phase II design flow from 0.25 MGD to 0.399 MGD.

f. For existing permits:

Permit Number: WQ00 15920001

EPA I.D. (TPDES only): TX 0140571

Expiration Date: June 10, 2026

Section 3. Facility Owner (Applicant) and Co-Applciant Information (Instructions Page 26)

A. The owner of the facility must apply for the permit.

What is the Legal Name of the entity (applicant) applying for this permit?

VS Development LLC

(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal documents forming the entity.)

If the applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?

You may search for your CN on the TCEQ website at <http://www15.tceq.texas.gov/crpub/>

CN: 605812924

What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in 30 TAC § 305.44.

Prefix: Mr.

Last Name, First Name: Shelton, Brad

Title: General Partner

Credential: N/A

B. Co-applicant information. Complete this section only if another person or entity is required to apply as a co-permittee.

What is the Legal Name of the co-applicant applying for this permit?

N/A

(The legal name must be spelled exactly as filed with the TX SOS, with the County, or in the

legal documents forming the entity.)

If the co-applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?
You may search for your CN on the TCEQ website at: <http://www15.tceq.texas.gov/crpub/>

CN: N/A

What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in 30 TAC § 305.44.

Prefix: N/A

Last Name, First Name: N/A

Title: N/A

Credential: N/A

Provide a brief description of the need for a co-permittee: N/A

C. Core Data Form

Complete the Core Data Form for each customer and include as an attachment. If the customer type selected on the Core Data Form is **Individual**, complete **Attachment 1** of Administrative Report 1.0. Attachment C – TCEQ Core Data Form

Section 4. Application Contact Information (Instructions Page 27)

This is the person(s) TCEQ will contact if additional information is needed about this application. Provide a contact for administrative questions and technical questions.

A. Prefix: Mr.

Last Name, First Name: Shelton, Brad

Title: General Partner

Credential: N/A

Organization Name: VS Development LLC

Mailing Address: 2925 Country Club Rd, Ste. 106 City, State, Zip Code: Denton, TX 76210

Phone No.: 817-996-2746

E-mail Address: bradshelton@sheltonent.com

Check one or both: ☒ Administrative Contact ☐ Technical Contact

B. Prefix: Mr.

Last Name, First Name: Kanewske, Andrew

Title: Professional Engineer

Credential: P.E.

Organization Name: Kimley-Horn

Mailing Address: 801 Cherry St, Ste. 1300, Unit 11 City, State, Zip Code: Fort Worth, Tx 76102

Phone No.: 817-349-2829

E-mail Address: andrew.kanewske@kimley-horn.com

Check one or both: ☐ Administrative Contact ☒ Technical Contact

Section 5. Permit Contact Information (Instructions Page 27)

Provide the names and contact information for two individuals that can be contacted throughout the permit term.

A. Prefix: Mr.

Last Name, First Name: Shelton, Brad

Title: General Partner

Credential: N/A

Organization Name: VS Development LLC

Mailing Address: 2520 Country Club Rd, Ste. 106 City, State, Zip Code: Denton, TX 76210

Phone No.: 817-996-2746

E-mail Address: bradshelton@sheltonent.com

B. Prefix: Mr.

Last Name, First Name: Vose, Chad

Title: President

Credential: N/A

Organization Name: Southwest Federated North Texas LP

Mailing Address: 8214 Westchester Drive, Ste. 635 City, State, Zip Code: Dallas, TX 75255

Phone No.: 214-674-9570

E-mail Address: N/A

Section 6. Billing Contact Information (Instructions Page 27)

The permittee is responsible for paying the annual fee. The annual fee will be assessed to permits ***in effect on September 1 of each year***. The TCEQ will send a bill to the address provided in this section. The permittee is responsible for terminating the permit when it is no longer needed (using form TCEQ-20029).

Prefix: Mr.

Last Name, First Name: Shelton, Brad

Title: General Partner

Credential: N/A

Organization Name: VS Development LLC

Mailing Address: 2520 Country Club Rd, Ste. 106 City, State, Zip Code: Denton, TX 76210

Phone No.: 817-996-2746

E-mail Address: bradshelton@sheltonent.com

Section 7. DMR/MER Contact Information (Instructions Page 27)

Provide the name and complete mailing address of the person delegated to receive and submit Discharge Monitoring Reports (DMR) (EPA 3320-1) or maintain Monthly Effluent Reports (MER).

Prefix: Mr.

Last Name, First Name: Bond, Patrick

Title: General Partner

Credential: N/A

Organization Name: Inframark

Mailing Address: 2002 W. Grand Pkwy Ste 100 City, State, Zip Code: Katy, TX 77449

Phone No.: 281-505-0452

E-mail Address: Patrick.bond@inframark.com

Section 8. Public Notice Information (Instructions Page 27)

A. Individual Publishing the Notices

Prefix: Mr.

Last Name, First Name: Kanewske, Andrew

Title: Professional Engineer

Credential: P.E.

Organization Name: Kimley-Horn

Mailing Address: 801 Cherry St, Ste. 1300, Unit 11 City, State, Zip Code: Fort Worth, TX 76102

Phone No.: 817-349-2829

E-mail Address: andrew.kanewske@kimley-horn.com

B. Method for Receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package

Indicate by a check mark the preferred method for receiving the first notice and instructions:

☒ E-mail Address

☐ Fax

☒ Regular Mail

C. Contact permit to be listed in the Notices

Prefix: Mr.

Last Name, First Name: Kanewske, Andrew

Title: Professional Engineer

Credential: P.E.

Organization Name: Kimley-Horn

Mailing Address: 801 Cherry St, Ste. 1300, Unit 11 City, State, Zip Code: Fort Worth, TX 76102

Phone No.: 817-349-2829

E-mail Address: andrew.kanewske@kimley-horn.com

D. Public Viewing Information

If the facility or outfall is located in more than one county, a public viewing place for each county must be provided.

Public building name: N/A

Location within the building: N/A

Physical Address of Building: N/A

City: N/A

County: N/A

Contact (Last Name, First Name): N/A

Phone No.: N/A Ext.: N/A

E. Bilingual Notice Requirements

This information is **required** for **new, major amendment, minor amendment or minor modification, and renewal** applications.

This section of the application is only used to determine if alternative language notices will be needed. Complete instructions on publishing the alternative language notices will be in your public notice package.

Please call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine whether an alternative language notices are required.

1. Is a bilingual education program required by the Texas Education Code at the elementary or middle school nearest to the facility or proposed facility?

☒ Yes

☐ No

If **no**, publication of an alternative language notice is not required; **skip to** Section 9 below.

2. Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?

☒ Yes

☐ No

3. Do the students at these schools attend a bilingual education program at another location?

☐ Yes ☒ No

4. Would the school be required to provide a bilingual education program but the school has waived out of this requirement under 19 TAC §89.1205(g)?

☐ Yes ☒ No

5. If the answer is **yes** to **question 1, 2, 3, or 4**, public notices in an alternative language are required. Which language is required by the bilingual program? Spanish

F. Plain Language Summary Template

Complete the Plain Language Summary (TCEQ Form 20972) and include as an attachment.

Attachment: Attachment D – Plain Language Summary (TCEQ Form 20972)

G. Public Involvement Plan Form

Complete the Public Involvement Plan Form (TCEQ Form 20960) for each application for a **new permit or major amendment to a permit** and include as an attachment.

Attachment: N/A

Section 9. Regulated Entity and Permitted Site Information (Instructions Page 29)

A. If the site is currently regulated by TCEQ, provide the Regulated Entity Number (RN) issued to this site. RN 111100756

Search the TCEQ's Central Registry at <http://www15.tceq.texas.gov/crpub/> to determine if the site is currently regulated by TCEQ.

B. Name of project or site (the name known by the community where located):

Denton County MUD 16 Wastewater Treatment Facility

C. Owner of treatment facility: VS Development LLC

Ownership of Facility: ☐ Public ☒ Private ☐ Both ☐ Federal

D. Owner of land where treatment facility is or will be:

Prefix: N/A

Last Name, First Name: N/A

Title: N/A

Credential: N/A

Organization Name: Olex (United States) Inc.

Mailing Address: N/A

City, State, Zip Code: N/A

Phone No.: N/A

E-mail Address: N/A

If the landowner is not the same person as the facility owner or co-applicant, attach a lease agreement or deed recorded easement. See instructions.

Attachment: Attachment K – Contract of Sale (VS Development LLC – Olex Inc.)

E. Owner of effluent disposal site:

Prefix: N/A

Last Name, First Name: N/A

Title: N/A

Credential: N/A

Organization Name: N/A

Mailing Address: N/A

City, State, Zip Code: N/A

Phone No.: N/A

E-mail Address: N/A

If the landowner is not the same person as the facility owner or co-applicant, attach a lease agreement or deed recorded easement. See instructions.

Attachment: N/A

F. Owner sewage sludge disposal site (if authorization is requested for sludge disposal on property owned or controlled by the applicant):

Prefix: N/A

Last Name, First Name: N/A

Title: N/A

Credential: N/A

Organization Name: N/A

Mailing Address: N/A

City, State, Zip Code: N/A

Phone No.: N/A

E-mail Address: N/A

If the landowner is not the same person as the facility owner or co-applicant, attach a lease agreement or deed recorded easement. See instructions.

Attachment: N/A

Section 10. TPDES Discharge Information (Instructions Page 31)

A. Is the wastewater treatment facility location in the existing permit accurate?

☒ Yes ☐ No

If **no**, or a new permit application, please give an accurate description:

N/A

B. Are the point(s) of discharge and the discharge route(s) in the existing permit correct?

☒ Yes ☐ No

If **no**, or a new or amendment permit application, provide an accurate description of the point of discharge and the discharge route to the nearest classified segment as defined in 30 TAC Chapter 307:

N/A

City nearest the outfall(s): City of Krum

County in which the outfalls(s) is/are located: Denton

C. Is or will the treated wastewater discharge to a city, county, or state highway right-of-way, or a flood control district drainage ditch?

☐ Yes ☒ No

If **yes**, indicate by a check mark if:

- ☐ Authorization granted ☐ Authorization pending

For **new and amendment** applications, provide copies of letters that show proof of contact and the approval letter upon receipt.

Attachment: N/A

- D. For all applications involving an average daily discharge of 5 MGD or more, provide the names of all counties located within 100 statute miles downstream of the point(s) of discharge: N/A

Section 11. TLAP Disposal Information (Instructions Page 32)

- A. For TLAPs, is the location of the effluent disposal site in the existing permit accurate?

☐ Yes ☐ No

If **no**, or a **new or amendment permit application**, provide an accurate description of the disposal site location:

N/A

- B. City nearest the disposal site: N/A

- C. County in which the disposal site is located: N/A

- D. For TLAPs, describe the routing of effluent from the treatment facility to the disposal site:

N/A

- E. For TLAPs, please identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: N/A

Section 12. Miscellaneous Information (Instructions Page 32)

- A. Is the facility located on or does the treated effluent cross American Indian Land?

☐ Yes ☒ No

- B. If the existing permit contains an onsite sludge disposal authorization, is the location of the sewage sludge disposal site in the existing permit accurate?

☐ Yes ☐ No ☒ Not Applicable

If No, or if a new onsite sludge disposal authorization is being requested in this permit application, provide an accurate location description of the sewage sludge disposal site.

N/A

C. Did any person formerly employed by the TCEQ represent your company and get paid for service regarding this application?

☐ Yes ☒ No

If yes, list each person formerly employed by the TCEQ who represented your company and was paid for service regarding the application: N/A

D. Do you owe any fees to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

Account number: N/A

Amount past due: N/A

E. Do you owe any penalties to the TCEQ?

☐ Yes ☒ No

If yes, please provide the following information:

Enforcement order number: N/A

Amount past due: N/A

Section 13. Attachments (Instructions Page 33)

Indicate which attachments are included with the Administrative Report. Check all that apply:

☐ Lease agreement or deed recorded easement, if the land where the treatment facility is located or the effluent disposal site are not owned by the applicant or co-applicant.

☒ Original full-size USGS Topographic Map with the following information:

- Applicant's property boundary
- Treatment facility boundary
- Labeled point of discharge for each discharge point (TPDES only)
- Highlighted discharge route for each discharge point (TPDES only)
- Onsite sewage sludge disposal site (if applicable)
- Effluent disposal site boundaries (TLAP only)
- New and future construction (if applicable)
- 1 mile radius information
- 3 miles downstream information (TPDES only)
- All ponds.

☐ Attachment 1 for Individuals as co-applicants

☐ Other Attachments. Please specify: N/A

Section 14. Signature Page (Instructions Page 34)

If co-applicants are necessary, each entity must submit an original, separate signature page.

Permit Number: WQ0015920001

Applicant: VS Development LLC

Certification:

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

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

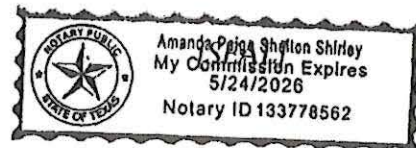
Signatory name (typed or printed): Brad Shelton

Signatory title: General Partner

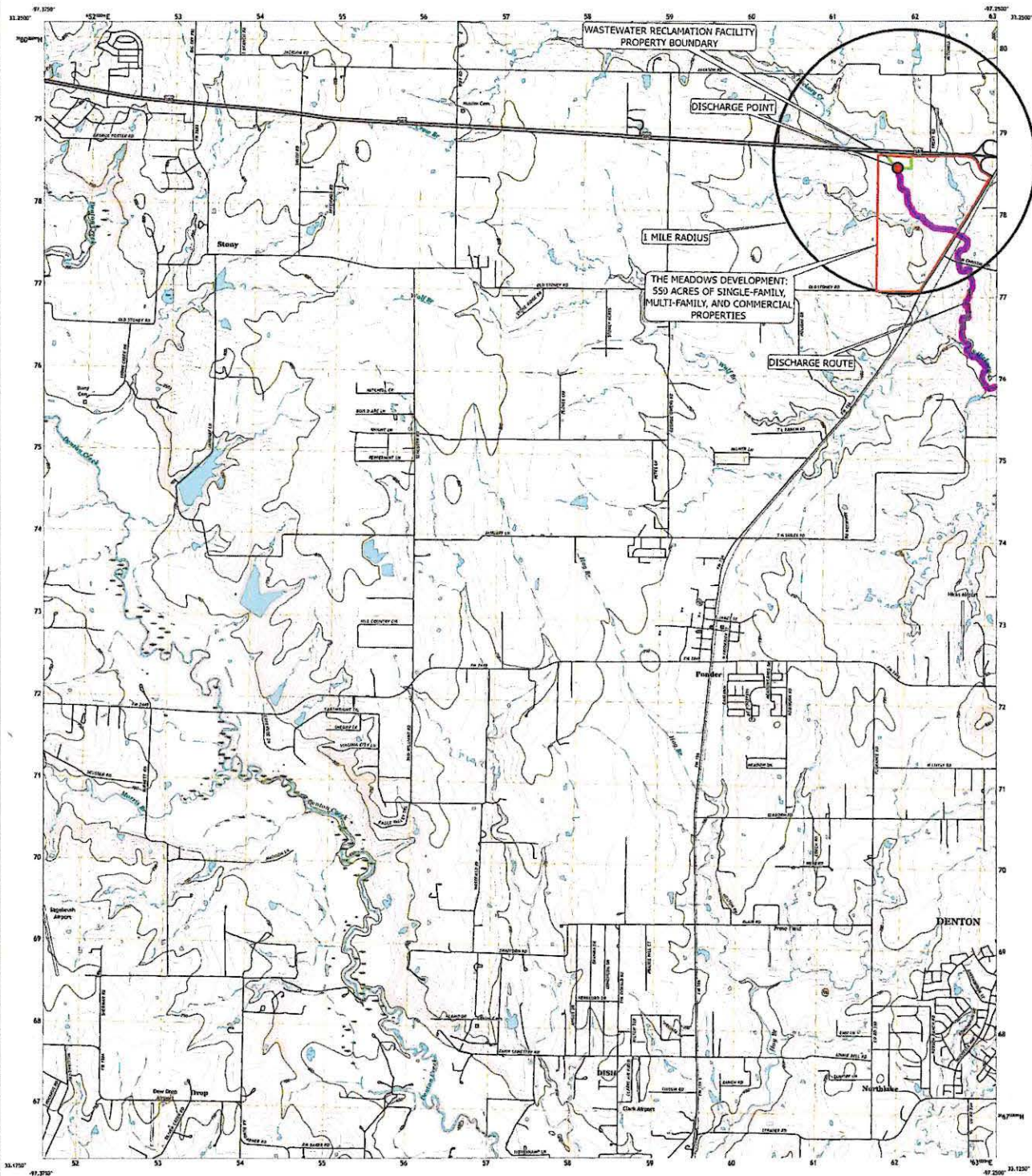
Signature: _____ Date: 6-3-24
(Use blue ink)

Subscribed and Sworn to before me by the said Brad Shelton
on this 3rd day of June, 2024.
My commission expires on the 24th day of May, 2026.

Amanda Paige Shelton Shirley
Notary Public



Denton
County, Texas



Produced by the United States Geological Survey

This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before

Imagery	NAP, September 2014 - November 2014	2014	2014
Results	U.S. Census Bureau, 2015	2015	2015
Authors	GAO, 1974	1974	2015
Hydrography	National Hydrography Dataset, 2001	2001	2015
Comments	National Emission Dataset, 2014	2014	2015
Boundaries	Multiple sources, see Metadata file	2014	2015
Metadata	FWS National Wetlands Inventory	Not	Available

SPRING 1997

U.S. Standard Time
Indicated on Figure 11

24

2000-2001
U.S. Standard Time

SCALE 1:24 000



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was prepared to conform with the Map National Boundaries Dataset (MND) (Scale 1:500,000) and the National Information System, National Hydrography Dataset, National Land Cover Database, National Structure

PONDER,
2013

DATE: MAY 2024

DESIGN: AKK

DRAWN: JDL

CHECKED: KPK

**DENTON COUNTY MUD 16
DOMESTIC WASTEWATER PERMIT
USGS MAP 1**

Kimley»Horn



Attachment B
SPIF

DOMESTIC WASTEWATER PERMIT APPLICATION

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

This form applies to TPDES permit applications only. Complete and attach the Supplemental Permit information Form (SPIF) (TCEQ Form 20971).

Attachment: Attachment B - SPIF

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission _____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department _____ U.S. Army Corps of Engineers

This form applies to TPDES permit applications only. (Instructions, Page 53)

Complete this form as a separate document. TCEQ will mail a copy to each agency as required by our agreement with EPA. If any of the items are not completely addressed or further information is needed, we will contact you to provide the information before issuing the permit. Address each item completely.

Do not refer to your response to any item in the permit application form. Provide each attachment for this form separately from the Administrative Report of the application. The application will not be declared administratively complete without this SPIF form being completed in its entirety including all attachments. Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at WQ-ARPTeam@tceq.texas.gov or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: VS Development LLC

Permit No. WQ00 15920001

EPA ID No. TX 0140571

Address of the project (or a location description that includes street/highway, city/vicinity, and county):

Approximately 0.77 mile west of the intersection of the Farm-to-Market Road 156 and U.S. Highway 380, in Denton County, Texas 76249.

Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Prefix (Mr., Ms., Miss): Mr.

First and Last Name: Brad Shelton

Credential (P.E, P.G., Ph.D., etc.): N/A

Title: General Partner

Mailing Address: 2925 Country Club Rd, Ste. 105

City, State, Zip Code: Denton, TX 76210

Phone No.: 817-996-2746 Ext.: N/A Fax No.: 940-536-1150

E-mail Address: bradshelton@sheltonent.com

2. List the county in which the facility is located: Denton County
3. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

Olex (United States) Inc.

4. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the classified segment number.

The point of discharge is located in the western portion of the property. Discharge is into South Hickory Creek, thence to Hickory Creek, thence to Lewisville Lake in Segment No. 0823 of the Trinity River Basin.

5. Please provide a separate 7.5-minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required in addition to the map in the administrative report).

Provide original photographs of any structures 50 years or older on the property.

Does your project involve any of the following? Check all that apply.

- ☒ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☒ Vibration effects during construction or as a result of project design
- ☒ Additional phases of development that are planned for the future
- ☐ Sealing caves, fractures, sinkholes, other karst features

☐ Disturbance of vegetation or wetlands

1. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features):

The construction impact can ultimately affect 10 acres of mostly surface disturbance with an approximate maximum depth of excavation of 30 feet.

2. Describe existing disturbances, vegetation, and land use:

Agricultural land

THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS

3. List construction dates of all buildings and structures on the property:

N/A

4. Provide a brief history of the property, and name of the architect/builder, if known.

N/A

Attachment C
TCEQ Core Data Form



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.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input type="checkbox"/> Other
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 605812924		RN 111100756

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)		04/23/2024	
<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership					
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)					
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:					
VS Development LLC					
7. TX SOS/CPA Filing Number		8. TX State Tax ID (11 digits)		9. Federal Tax ID (9 digits)	
802846976		32065251723		82-3232740	
10. DUNS Number (if applicable)		N/A			
11. Type of Customer:		<input checked="" type="checkbox"/> Corporation		<input type="checkbox"/> Individual	
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship		Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited	
12. Number of Employees		13. Independently Owned and Operated?			
<input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following					
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Owner & Operator <input type="checkbox"/> Other:					
<input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant					
15. Mailing Address:		2925 Country Club Road			
		Suite 106			
City		Denton		State	TX
ZIP		76210		ZIP + 4	
16. Country Mailing Information (if outside USA)			17. E-Mail Address (if applicable)		
			bradshelton@sheltonent.com		
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.)

Denton County MUD 16 Wastewater Treatment Facility

23. Street Address of the Regulated Entity:

(No PO Boxes)

City

State

ZIP

ZIP + 4

24. County

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

25. Description to Physical Location:

Approximately 0.77 mile west of the intersection of the Farm-to-Market Road 156 and U.S. Highway 380, in Denton County, Texas 76249

26. Nearest City

State

Nearest ZIP Code

Krum

TX

76249

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:

33.233892

28. Longitude (W) In Decimal:

-97.263300

Degrees

Minutes

Seconds

Degrees

Minutes

Seconds

33

14

4.73

97

15

43.95

29. Primary SIC Code**30. Secondary SIC Code****31. Primary NAICS Code****32. Secondary NAICS Code**

(4 digits)

(4 digits)

(5 or 6 digits)

(5 or 6 digits)

4952

221320

33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)

Wastewater Treatment

34. Mailing Address:

2925 Country Club Road

Suite 106

City

Denton

State

TX

ZIP

76210

ZIP + 4

35. E-Mail Address:**36. Telephone Number****37. Extension or Code****38. Fax Number** (if applicable)

(817) 996-2746

(940) 536-1150

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.


<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input checked="" type="checkbox"/> Wastewater	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
	WQ0015920001			

SECTION IV: Preparer Information

40. Name:	Andrew Kanewske	41. Title:	Professional Engineer
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(817) 349-2829		() -	andrew.kanewske@kimley-horn.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:	VS Development LLC	Job Title:	General Partner
Name (In Print):	Brad Shelton	Phone:	(817) 996- 2746
Signature:		Date:	6-3-24

Attachment D
Plain Language Summary

**ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS
DOMESTIC WASTEWATER/STORMWATER**

The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.

VS Development, LLC (CN 605812924) proposes to operate Denton County MUD 16 (RN 111100756), a wastewater treatment facility. The facility will be located at approximately 0.77 mile West of the intersection of the Farm-to-Market Road 156 and U.S. Highway 380, in Krum, Denton County, Texas 76249. This application is for a renewal to discharge 750,000 gallons per day of treated domestic wastewater. This permit will not authorize a discharge of pollutants into water in the state.

Discharges from the facility are expected to contain five-day biochemical oxygen demand (BOD₅), total suspended solids (TSS), Ammonia Nitrogen, and *Escherichia coli*. Domestic wastewater will be treated by an activated sludge process plant and the treatment units include a bar screen, aeration basins, clarifiers, aerobic sludge digesters, and chlorine contact basins.

PLANTILLA EN ESPAÑOL PARA SOLICITUDES NUEVAS/RENOVACIONES/ENMIENDAS DE TPDES o TLAP

AGUAS RESIDUALES DOMÉSTICAS /AGUAS PLUVIALES

El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.

VS Development, LLC (CN 605812924) propone operar Denton County MUD 16 (RN 111100756), una instalación de tratamiento de aguas residuales. La instalación estará ubicada en aproximadamente 0.77 milas al oeste de la intersección de FM 156 y US 380, en la Ciudad de Krum, Condado de Denton, Texas 76249. Esta solicitud es para una renovación para descargar 750,000 galones por día de aguas residuales domésticas tratadas. Este permiso no autorizará una descarga de contaminantes en el agua en el estado.

Se espera que las descargas de la instalación contengan demanda bioquímica de oxígeno (DBO₅) de cinco días, sólidos suspendidos totales (SST), nitrógeno ammoniacal y *Escherichia Coli*. Las aguas residuales domésticas serán tratadas por una planta de proceso de lodos activados y las unidades de tratamiento incluirán una criba de barras, balsas de aireación, clarificadores, digestores aerobios de lodos, y balsas de contacto de cloro.

Attachment E
Domestic Technical Report 1.0



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

DOMESTIC WASTEWATER PERMIT APPLICATION TECHNICAL REPORT 1.0

For any questions about this form, please contact the Domestic Wastewater Permitting Team at 512-239-4671.

The following information is required for all renewal, new, and amendment applications.

Section 1. Permitted or Proposed Flows (Instructions Page 43)

A. Existing/Interim I Phase

Design Flow (MGD): 0.125

2-Hr Peak Flow (MGD): 0.5

Estimated construction start date: 2022

Estimated waste disposal start date: Fall 2024

B. Interim II Phase

Design Flow (MGD): 0.399

2-Hr Peak Flow (MGD): 1.596

Estimated construction start date: Fall 2024

Estimated waste disposal start date: Winter 2025

C. Final Phase

Design Flow (MGD): 0.75

2-Hr Peak Flow (MGD): 3.0

Estimated construction start date: TBD

Estimated waste disposal start date: TBD

D. Current Operating Phase

Provide the startup date of the facility: Anticipated Fall 2024

Section 2. Treatment Process (Instructions Page 43)

A. Current Operating Phase

Provide a detailed description of the treatment process. **Include the type of treatment plant, mode of operation, and all treatment units.** Start with the plant's head works and

finish with the point of discharge. Include all sludge processing and drying units. **If more than one phase exists or is proposed, a description of *each phase* must be provided.**

Interim I: Raw water enters the headworks screen, splits flow into 2 aeration basins, 1 clarifier, 2 aerobic digesters, 1 chlorine contact basin, and then outfall. Solids are pumped out of the aerobic digesters and then trucked to a landfill. Interim II: Raw water will enter the headworks screen, split flow into 7 aeration basins, 2 clarifiers, 6 aerobic digesters, 2 chlorine contact basins, and then outfall. Solids will be pumped out of the aerobic digesters and then trucked to a landfill. Final phase: Raw water will enter the headworks screen, split flow into 13 aeration basins, 5 clarifiers, 11 aerobic digesters, 3 chlorine contact basins, and then outfall. Solids will be pumped out of the aerobic digesters and then trucked to a landfill.

B. Treatment Units

In Table 1.0(1), provide the treatment unit type, the number of units, and dimensions (length, width, depth) **of each treatment unit, accounting for *all* phases of operation.**

Table 1.0(1) - Treatment Units

Treatment Unit Type	Number of Units	Dimensions (L x W x D)
Aeration Basin (Interim I)	2	34' x 12' x 11.23'
Aeration Basin (Interim II)	5	34' x 12' x 11.23'
Aeration Basin (Final Phase)	6	34' x 12' x 11.23'
Clarifier (Interim I)	1	36' ø x 10.28'
Clarifier (Interim II)	1	27' ø x 10.28'
Clarifier (Final Phase)	3	32' ø x 10.28'
Aerobic Digester (Interim I)	2	22' x 12' x 12.17'
Aerobic Digester (Interim II)	4	22' x 12' x 12.17'
Aerobic Digester (Final Phase)	5	22' x 12' x 12.17'
Chlorine Contact Basin (Interim I)	1	68' X 5.5' X 5.36'
Chlorine Contact Basin (Interim II)	1	34' x 5.5' x 5.36'
Chlorine Contact Basin (Final)	1	102' X 5.5' X 5.36'

C. Process Flow Diagram

Provide flow diagrams for the existing facilities and **each** proposed phase of construction.

Attachment: Attachment H – Process Flow Diagram

Section 3. Site Information and Drawing (Instructions Page 44)

Provide the TPDES discharge outfall latitude and longitude. Enter N/A if not applicable.

- Latitude: 33.233892
- Longitude: -97.263300

Provide the TLAP disposal site latitude and longitude. Enter N/A if not applicable.

- Latitude: N/A

- Longitude: N/A

Provide a site drawing for the facility that shows the following:

- The boundaries of the treatment facility;
- The boundaries of the area served by the treatment facility;
- If land disposal of effluent, the boundaries of the disposal site and all storage/holding ponds; and
- If sludge disposal is authorized in the permit, the boundaries of the land application or disposal site.

Attachment: Attachment I – Site Drawing

Provide the name **and** a description of the area served by the treatment facility.

The Meadows Development: 550 acres of single-family, multi-family, and commercial properties

Collection System Information **for wastewater TPDES permits only:** Provide information for each **uniquely owned** collection system, existing and new, served by this facility, including satellite collection systems. **Please see the instructions for a detailed explanation and examples.**

Collection System Information

Collection System Name	Owner Name	Owner Type	Population Served
Meadows Sanitary Sewer System	VS Development, LLC	Privately Owned	6,100

Section 4. Unbuilt Phases (Instructions Page 45)

Is the application for a renewal of a permit that contains an unbuilt phase or phases?

☒ Yes ☐ No

If yes, does the existing permit contain a phase that has not been constructed **within five years** of being authorized by the TCEQ?

☐ Yes ☒ No

If yes, provide a detailed discussion regarding the continued need for the unbuilt phase. **Failure to provide sufficient justification may result in the Executive Director recommending denial of the unbuilt phase or phases.**

N/A

Section 5. Closure Plans (Instructions Page 45)

Have any treatment units been taken out of service permanently, or will any units be taken out of service in the next five years?

☐ Yes ☒ No

If yes, was a closure plan submitted to the TCEQ?

☐ Yes ☐ No

If yes, provide a brief description of the closure and the date of plan approval.

N/A

Section 6. Permit Specific Requirements (Instructions Page 45)

For applicants with an existing permit, check the Other Requirements or Special Provisions of the permit.

A. Summary transmittal

Have plans and specifications been approved for the existing facilities and each proposed phase?

☐ Yes ☒ No

If yes, provide the date(s) of approval for each phase: N/A

Provide information, including dates, on any actions taken to meet a *requirement or provision* pertaining to the submission of a summary transmittal letter. **Provide a copy of an approval letter from the TCEQ, if applicable.**

N/A

B. Buffer zones

Have the buffer zone requirements been met?

☒ Yes ☐ No

Provide information below, including dates, on any actions taken to meet the conditions of the buffer zone. If available, provide any new documentation relevant to maintaining the buffer zones.

Ownership

C. Other actions required by the current permit

Does the *Other Requirements* or *Special Provisions* section in the existing permit require submission of any other information or other required actions? Examples include Notification of Completion, progress reports, soil monitoring data, etc.

☒ Yes ☐ No

If **yes**, provide information below on the status of any actions taken to meet the conditions of an *Other Requirement* or *Special Provision*.

Form 20007 notification of completion will be required 45 days prior to completion of each phase. Phase 1 completion is anticipated in Fall 2024.

D. Grit and grease treatment

1. Acceptance of grit and grease waste

Does the facility have a grit and/or grease processing facility onsite that treats and decants or accepts transported loads of grit and grease waste that are discharged directly to the wastewater treatment plant prior to any treatment?

☐ Yes ☒ No

If **No**, stop here and continue with Subsection E. Stormwater Management.

2. Grit and grease processing

Describe below how the grit and grease waste is treated at the facility. In your description, include how and where the grit and grease is introduced to the treatment

works and how it is separated or processed. Provide a flow diagram showing how grit and grease is processed at the facility.

N/A

3. *Grit disposal*

Does the facility have a Municipal Solid Waste (MSW) registration or permit for grit disposal?

☐ Yes ☐ No

If No, contact the TCEQ Municipal Solid Waste team at 512-239-2335. Note: A registration or permit is required for grit disposal. Grit shall not be combined with treatment plant sludge. See the instruction booklet for additional information on grit disposal requirements and restrictions.

Describe the method of grit disposal.

N/A

4. *Grease and decanted liquid disposal*

Note: A registration or permit is required for grease disposal. Grease shall not be combined with treatment plant sludge. For more information, contact the TCEQ Municipal Solid Waste team at 512-239-2335.

Describe how the decant and grease are treated and disposed of after grit separation.

N/A

E. **Stormwater management**

1. *Applicability*

Does the facility have a design flow of 1.0 MGD or greater in any phase?

☐ Yes ☒ No

Does the facility have an approved pretreatment program, under 40 CFR Part 403?

☐ Yes ☒ No

If **no to both of the above**, then skip to Subsection F, Other Wastes Received.

2. MSGP coverage

Is the stormwater runoff from the WWTP and dedicated lands for sewage disposal currently permitted under the TPDES Multi-Sector General Permit (MSGP), TXR050000?

☐ Yes ☐ No

If **yes**, please provide MSGP Authorization Number and skip to Subsection F, Other Wastes Received:

TXR05 N/A or TXRNE N/A

If **no**, do you intend to seek coverage under TXR050000?

☐ Yes ☐ No

3. Conditional exclusion

Alternatively, do you intend to apply for a conditional exclusion from permitting based TXR050000 (Multi Sector General Permit) Part II B.2 or TXR050000 (Multi Sector General Permit) Part V, Sector T 3(b)?

☐ Yes ☐ No

If **yes**, please explain below then proceed to Subsection F, Other Wastes Received:

N/A

4. Existing coverage in individual permit

Is your stormwater discharge currently permitted through this individual TPDES or TLAP permit?

☐ Yes ☐ No

If **yes**, provide a description of stormwater runoff management practices at the site that are authorized in the wastewater permit then skip to Subsection F, Other Wastes Received.

N/A

5. Zero stormwater discharge

Do you intend to have no discharge of stormwater via use of evaporation or other means?

☐ Yes ☐ No

If **yes**, explain below then skip to Subsection F. Other Wastes Received.

N/A

Note: If there is a potential to discharge any stormwater to surface water in the state as the result of any storm event, then permit coverage is required under the MSGP or an individual discharge permit. This requirement applies to all areas of facilities with treatment plants or systems that treat, store, recycle, or reclaim domestic sewage, wastewater or sewage sludge (including dedicated lands for sewage sludge disposal located within the onsite property boundaries) that meet the applicability criteria of above. You have the option of obtaining coverage under the MSGP for direct discharges, (recommended), or obtaining coverage under this individual permit.

6. Request for coverage in individual permit

Are you requesting coverage of stormwater discharges associated with your treatment plant under this individual permit?

☐ Yes ☐ No

If yes, provide a description of stormwater runoff management practices at the site for which you are requesting authorization in this individual wastewater permit and describe whether you intend to comingle this discharge with your treated effluent or discharge it via a separate dedicated stormwater outfall. Please also indicate if you intend to divert stormwater to the treatment plant headworks and indirectly discharge it to water in the state.

N/A

Note: Direct stormwater discharges to waters in the state authorized through this individual permit will require the development and implementation of a stormwater pollution prevention plan (SWPPP) and will be subject to additional monitoring and reporting requirements. Indirect discharges of stormwater via headworks recycling will require compliance with all individual permit requirements including 2-hour peak flow limitations. All stormwater discharge authorization requests will require additional information during the technical review of your application.

F. Discharges to the Lake Houston Watershed

Does the facility discharge in the Lake Houston watershed?

☐ Yes ☒ No

If yes, attach a Sewage Sludge Solids Management Plan. See Example 5 in the instructions.

N/A

G. Other wastes received including sludge from other WWTPs and septic waste

1. Acceptance of sludge from other WWTPs

Does or will the facility accept sludge from other treatment plants at the facility site?

☐ Yes ☒ No

If yes, attach sewage sludge solids management plan. See Example 5 of instructions.

In addition, provide the date the plant started or is anticipated to start accepting sludge, an estimate of monthly sludge acceptance (gallons or millions of gallons), an estimate of the BOD₅ concentration of the sludge, and the design BOD₅ concentration of the influent from the collection system. Also note if this information has or has not changed since the last permit action.

N/A

Note: Permits that accept sludge from other wastewater treatment plants may be required to have influent flow and organic loading monitoring.

2. *Acceptance of septic waste*

Is the facility accepting or will it accept septic waste?

☐ Yes ☒ No

If yes, does the facility have a Type V processing unit?

☐ Yes ☐ No

If yes, does the unit have a Municipal Solid Waste permit?

☐ Yes ☐ No

If yes to any of the above, provide the date the plant started or is anticipated to start accepting septic waste, an estimate of monthly septic waste acceptance (gallons or millions of gallons), an estimate of the BOD₅ concentration of the septic waste, and the design BOD₅ concentration of the influent from the collection system. Also note if this information has or has not changed since the last permit action.

N/A

Note: Permits that accept sludge from other wastewater treatment plants may be required to have influent flow and organic loading monitoring.

3. *Acceptance of other wastes (not including septic, grease, grit, or RCRA, CERCLA or as discharged by IUs listed in Worksheet 6)*

Is or will the facility accept wastes that are not domestic in nature excluding the categories listed above?

☐ Yes ☒ No

If yes, provide the date that the plant started accepting the waste, an estimate how much waste is accepted on a monthly basis (gallons or millions of gallons), a description of the entities generating the waste, and any distinguishing chemical or

other physical characteristic of the waste. Also note if this information has or has not changed since the last permit action.

N/A

Section 7. Pollutant Analysis of Treated Effluent (Instructions Page 50)

Is the facility in operation?

☐ Yes ☒ No

If **no**, this section is not applicable. Proceed to Section 8.

If **yes**, provide effluent analysis data for the listed pollutants. **Wastewater treatment facilities** complete Table 1.0(2). **Water treatment facilities** discharging filter backwash water, complete Table 1.0(3). Provide copies of the laboratory results sheets. **These tables are not applicable for a minor amendment without renewal.** See the instructions for guidance.

Note: The sample date must be within 1 year of application submission.

Table 1.0(2) – Pollutant Analysis for Wastewater Treatment Facilities

Pollutant	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
CBOD ₅ , mg/l					
Total Suspended Solids, mg/l					
Ammonia Nitrogen, mg/l					
Nitrate Nitrogen, mg/l					
Total Kjeldahl Nitrogen, mg/l					
Sulfate, mg/l					
Chloride, mg/l					
Total Phosphorus, mg/l					
pH, standard units					
Dissolved Oxygen*, mg/l					
Chlorine Residual, mg/l					
<i>E.coli</i> (CFU/100ml) freshwater					
Enterococci (CFU/100ml) saltwater					
Total Dissolved Solids, mg/l					
Electrical Conductivity, μ mohs/cm, †					

Oil & Grease, mg/l					
Alkalinity (CaCO ₃)*, mg/l					

*TPDES permits only

†TLAP permits only

Table 1.0(3) – Pollutant Analysis for Water Treatment Facilities

Pollutant	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Total Suspended Solids, mg/l					
Total Dissolved Solids, mg/l					
pH, standard units					
Fluoride, mg/l					
Aluminum, mg/l					
Alkalinity (CaCO ₃), mg/l					

Section 8. Facility Operator (Instructions Page 50)

Facility Operator Name: Shelbi Hyde

Facility Operator's License Classification and Level: Class B Wastewater Treatment Operator

Facility Operator's License Number: WW0064524

Section 9. Sludge and Biosolids Management and Disposal (Instructions Page 51)

A. WWTP's Biosolids Management Facility Type

Check all that apply. See instructions for guidance

- ☐ Design flow >= 1 MGD
- ☐ Serves >= 10,000 people
- ☐ Class I Sludge Management Facility (per 40 CFR § 503.9)
- ☐ Biosolids generator
- ☐ Biosolids end user – land application (onsite)
- ☐ Biosolids end user – surface disposal (onsite)
- ☐ Biosolids end user – incinerator (onsite)

B. WWTP's Biosolids Treatment Process

Check all that apply. See instructions for guidance.

- ☒ Aerobic Digestion
- ☐ Air Drying (or sludge drying beds)
- ☐ Lower Temperature Composting
- ☐ Lime Stabilization
- ☐ Higher Temperature Composting

- ☐ Heat Drying
- ☐ Thermophilic Aerobic Digestion
- ☐ Beta Ray Irradiation
- ☐ Gamma Ray Irradiation
- ☐ Pasteurization
- ☐ Preliminary Operation (e.g. grinding, de-gritting, blending)
- ☐ Thickening (e.g. gravity thickening, centrifugation, filter press, vacuum filter)
- ☐ Sludge Lagoon
- ☐ Temporary Storage (< 2 years)
- ☐ Long Term Storage (>= 2 years)
- ☐ Methane or Biogas Recovery
- ☐ Other Treatment Process: N/A

C. Biosolids Management

Provide information on the *intended* biosolids management practice. Do not enter every management practice that you want authorized in the permit, as the permit will authorize all biosolids management practices listed in the instructions. Rather indicate the management practice the facility plans to use.

Biosolids Management

Management Practice	Handler or Preparer Type	Bulk or Bag Container	Amount (dry metric tons)	Pathogen Reduction Options	Vector Attraction Reduction Option
Disposal in Landfill	Off-site Third-Party Handler or Preparer	Bulk	0.34 dry metric tons per day (interim phase II)	Class B: PSRP Aerobic Digestion	Option 3: Lab demonstration of volatile solids reduction aerobically

If "Other" is selected for Management Practice, please explain (e.g. monofill or transport to another WWTP): N/A

D. Disposal site

Disposal site name: City of Fort Worth

TCEQ permit or registration number: TPDES WQ0015668001 (CN600128862, RN110305125)

County where disposal site is located: Tarrant County

E. Transportation method

Method of transportation (truck, train, pipe, other): Truck

Name of the hauler: Magna-Flow International, Inc.

Hauler registration number: TPDES WQ005023000, EPA TXL005023

Sludge is transported as a:

Liquid ☐

semi-liquid ☐

semi-solid ☒

solid ☐

Section 10. Permit Authorization for Sewage Sludge Disposal (Instructions Page 53)

A. Beneficial use authorization

Does the existing permit include authorization for land application of sewage sludge for beneficial use?

☐ Yes ☒ No

If yes, are you requesting to continue this authorization to land apply sewage sludge for beneficial use?

☐ Yes ☐ No

If yes, is the completed **Application for Permit for Beneficial Land Use of Sewage Sludge (TCEQ Form No. 10451)** attached to this permit application (see the instructions for details)?

☐ Yes ☐ No

B. Sludge processing authorization

Does the existing permit include authorization for any of the following sludge processing, storage or disposal options?

Sludge Composting ☐ Yes ☒ No

Marketing and Distribution of sludge ☐ Yes ☒ No

Sludge Surface Disposal or Sludge Monofill ☐ Yes ☒ No

Temporary storage in sludge lagoons ☐ Yes ☒ No

If yes to any of the above sludge options and the applicant is requesting to continue this authorization, is the completed **Domestic Wastewater Permit Application: Sewage Sludge Technical Report (TCEQ Form No. 10056)** attached to this permit application?

☐ Yes ☐ No

Section 11. Sewage Sludge Lagoons (Instructions Page 53)

Does this facility include sewage sludge lagoons?

☐ Yes ☒ No

If yes, complete the remainder of this section. If no, proceed to Section 12.

A. Location information

The following maps are required to be submitted as part of the application. For each map, provide the Attachment Number.

- Original General Highway (County) Map:

Attachment: N/A

- USDA Natural Resources Conservation Service Soil Map:

Attachment: N/A

- Federal Emergency Management Map:

Attachment: N/A

- Site map:

Attachment: N/A

Discuss in a description if any of the following exist within the lagoon area. Check all that apply.

- ☐ Overlap a designated 100-year frequency flood plain
- ☐ Soils with flooding classification
- ☐ Overlap an unstable area
- ☐ Wetlands
- ☐ Located less than 60 meters from a fault
- ☐ None of the above

Attachment: N/A

If a portion of the lagoon(s) is located within the 100-year frequency flood plain, provide the protective measures to be utilized including type and size of protective structures:

N/A

B. Temporary storage information

Provide the results for the pollutant screening of sludge lagoons. These results are in addition to pollutant results in *Section 7 of Technical Report 1.0*.

Nitrate Nitrogen, mg/kg: N/A

Total Kjeldahl Nitrogen, mg/kg: N/A

Total Nitrogen (=nitrate nitrogen + TKN), mg/kg: N/A

Phosphorus, mg/kg: N/A

Potassium, mg/kg: N/A

pH, standard units: N/A

Ammonia Nitrogen mg/kg: N/A

Arsenic: N/A

Cadmium: N/A

Chromium: N/A

Copper: N/A

Lead: N/A

Mercury: N/A

Molybdenum: N/A

Nickel: N/A

Selenium: N/A

Zinc: N/A

Total PCBs: N/A

Provide the following information:

Volume and frequency of sludge to the lagoon(s): N/A

Total dry tons stored in the lagoons(s) per 365-day period: N/A

Total dry tons stored in the lagoons(s) over the life of the unit: N/A

C. Liner information

Does the active/proposed sludge lagoon(s) have a liner with a maximum hydraulic conductivity of 1×10^{-7} cm/sec?

☐ Yes ☐ No

If yes, describe the liner below. Please note that a liner is required.

N/A

D. Site development plan

Provide a detailed description of the methods used to deposit sludge in the lagoon(s):

N/A

Attach the following documents to the application.

- Plan view and cross-section of the sludge lagoon(s)

Attachment: N/A

- Copy of the closure plan

Attachment: N/A

- Copy of deed recordation for the site

Attachment: N/A

- Size of the sludge lagoon(s) in surface acres and capacity in cubic feet and gallons

Attachment: N/A

- Description of the method of controlling infiltration of groundwater and surface water from entering the site

Attachment: N/A

- Procedures to prevent the occurrence of nuisance conditions

Attachment: N/A

E. Groundwater monitoring

Is groundwater monitoring currently conducted at this site, or are any wells available for groundwater monitoring, or are groundwater monitoring data otherwise available for the sludge lagoon(s)?

☐ Yes ☐ No

If groundwater monitoring data are available, provide a copy. Provide a profile of soil types encountered down to the groundwater table and the depth to the shallowest groundwater as a separate attachment.

Attachment: N/A

Section 12. Authorizations/Compliance/Enforcement (Instructions Page 55)

A. Additional authorizations

Does the permittee have additional authorizations for this facility, such as reuse authorization, sludge permit, etc?

☐ Yes ☒ No

If yes, provide the TCEQ authorization number and description of the authorization:

N/A

B. Permittee enforcement status

Is the permittee currently under enforcement for this facility?

☐ Yes ☒ No

Is the permittee required to meet an implementation schedule for compliance or enforcement?

☐ Yes ☒ No

If yes to either question, provide a brief summary of the enforcement, the implementation schedule, and the current status:

N/A

Section 13. RCRA/CERCLA Wastes (Instructions Page 55)

A. RCRA hazardous wastes

Has the facility received in the past three years, does it currently receive, or will it receive RCRA hazardous waste?

☐ Yes ☒ No

B. Remediation activity wastewater

Has the facility received in the past three years, does it currently receive, or will it receive CERCLA wastewater, RCRA remediation/corrective action wastewater or other remediation activity wastewater?

☐ Yes ☒ No

C. Details about wastes received

If yes to either Subsection A or B above, provide detailed information concerning these wastes with the application.

Attachment: N/A

Section 14. Laboratory Accreditation (Instructions Page 56)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

- The laboratory is an in-house laboratory and is:
 - periodically inspected by the TCEQ; or
 - located in another state and is accredited or inspected by that state; or
 - performing work for another company with a unit located in the same site; or
 - performing pro bono work for a governmental agency or charitable organization.
- The laboratory is accredited under federal law.
- The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review 30 TAC Chapter 25 for specific requirements.

The following certification statement shall be signed and submitted with every application. See the Signature Page section in the Instructions, for a list of designated representatives who may sign the certification.

CERTIFICATION:

I certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

Printed Name: Brad Shelton

Title: General Partner

Signature: _____

Date: 6-3-24

Attachment F
Domestic Technical Worksheet 2.0

DOMESTIC WASTEWATER PERMIT APPLICATION

WORKSHEET 2.0: RECEIVING WATERS

The following information is required for all TPDES permit applications.

Section 1. Domestic Drinking Water Supply (Instructions Page 64)

Is there a surface water intake for domestic drinking water supply located within 5 miles downstream from the point or proposed point of discharge?

☐ Yes ☒ No

If **no**, proceed to Section 2. If **yes**, provide the following:

Owner of the drinking water supply: N/A

Distance and direction to the intake: N/A

Attach a USGS map that identifies the location of the intake.

Attachment: N/A

Section 2. Discharge into Tidally Affected Waters (Instructions Page 64)

Does the facility discharge into tidally affected waters?

☐ Yes ☒ No

If **no**, proceed to Section 3. If **yes**, complete the remainder of this section. If no, proceed to Section 3.

A. Receiving water outfall

Width of the receiving water at the outfall, in feet: N/A

B. Oyster waters

Are there oyster waters in the vicinity of the discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from outfall(s).

N/A

C. Sea grasses

Are there any sea grasses within the vicinity of the point of discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s).

N/A

Section 3. Classified Segments (Instructions Page 64)

Is the discharge directly into (or within 300 feet of) a classified segment?

☐ Yes ☒ No

If **yes**, this Worksheet is complete.

If **no**, complete Sections 4 and 5 of this Worksheet.

Section 4. Description of Immediate Receiving Waters (Instructions Page 65)

Name of the immediate receiving waters: South Hickory Creek

A. Receiving water type

Identify the appropriate description of the receiving waters.

☒ Stream

☐ Freshwater Swamp or Marsh

☐ Lake or Pond

Surface area, in acres: N/A

Average depth of the entire water body, in feet: N/A

Average depth of water body within a 500-foot radius of discharge point, in feet:
N/A

☐ Man-made Channel or Ditch

☐ Open Bay

☐ Tidal Stream, Bayou, or Marsh

☐ Other, specify: N/A

B. Flow characteristics

If a stream, man-made channel or ditch was checked above, provide the following. For existing discharges, check one of the following that best characterizes the area *upstream* of the discharge. For new discharges, characterize the area *downstream* of the discharge (check one).

☐ Intermittent - dry for at least one week during most years

☐ Intermittent with Perennial Pools - enduring pools with sufficient habitat to maintain significant aquatic life uses

☒ Perennial - normally flowing

Check the method used to characterize the area upstream (or downstream for new dischargers).

☐ USGS flow records

☐ Historical observation by adjacent landowners

☒ Personal observation

☐ Other, specify: N/A

C. Downstream perennial confluences

List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point.

N/A

D. Downstream characteristics

Do the receiving water characteristics change within three miles downstream of the discharge (e.g., natural or man-made dams, ponds, reservoirs, etc.)?

☐ Yes ☒ No

If yes, discuss how.

N/A

E. Normal dry weather characteristics

Provide general observations of the water body during normal dry weather conditions.

Slight flow ranging from one foot to one inch of depth.

Date and time of observation: 12 pm on 4/30/2024

Was the water body influenced by stormwater runoff during observations?

☐ Yes ☒ No

Section 5. General Characteristics of the Waterbody (Instructions Page 66)

A. Upstream influences

Is the immediate receiving water upstream of the discharge or proposed discharge site influenced by any of the following? Check all that apply.

- | | |
|---|---|
| <input type="checkbox"/> Oil field activities | <input type="checkbox"/> Urban runoff |
| <input type="checkbox"/> Upstream discharges | <input checked="" type="checkbox"/> Agricultural runoff |
| <input type="checkbox"/> Septic tanks | <input type="checkbox"/> Other(s), specify: <u>N/A</u> |

B. Waterbody uses

Observed or evidences of the following uses. Check all that apply.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Livestock watering | <input type="checkbox"/> Contact recreation |
| <input type="checkbox"/> Irrigation withdrawal | <input type="checkbox"/> Non-contact recreation |
| <input type="checkbox"/> Fishing | <input type="checkbox"/> Navigation |
| <input type="checkbox"/> Domestic water supply | <input type="checkbox"/> Industrial water supply |
| <input type="checkbox"/> Park activities | <input type="checkbox"/> Other(s), specify: <u>N/A</u> |

C. Waterbody aesthetics

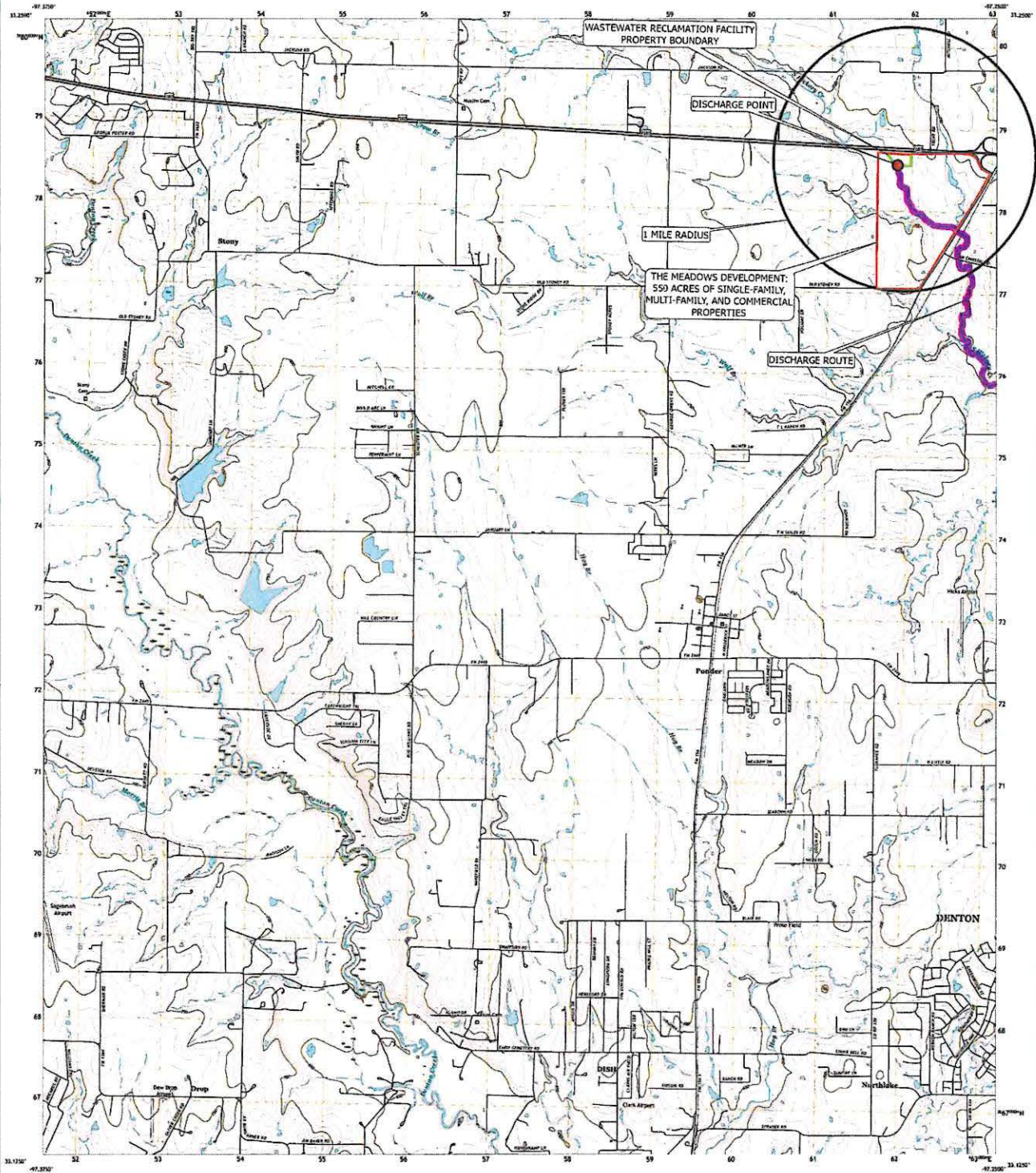
Check one of the following that best describes the aesthetics of the receiving water and the surrounding area.

- ☐ Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional
- ☒ Natural Area: trees and/or native vegetation; some development evident (from fields, pastures, dwellings); water clarity discolored
- ☐ Common Setting: not offensive; developed but uncluttered; water may be colored or turbid
- ☐ Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

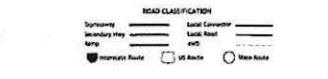
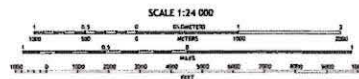
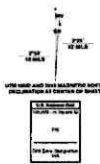
Attachment G

USGS Map

(8.5" X 11")



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
Vertical Control System of 1988 (VCS88). Properties and
1:50,000 scale and Universal Transverse Mercator, Zone 16S
This map is not a legal document. Boundaries may be
subjected to change. Please consult the appropriate
authorities for the most current information before
making any decisions.



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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DENTON COUNTY MUD 16 DOMESTIC WASTEWATER PERMIT USGS MAP 1

Kimley»Horn

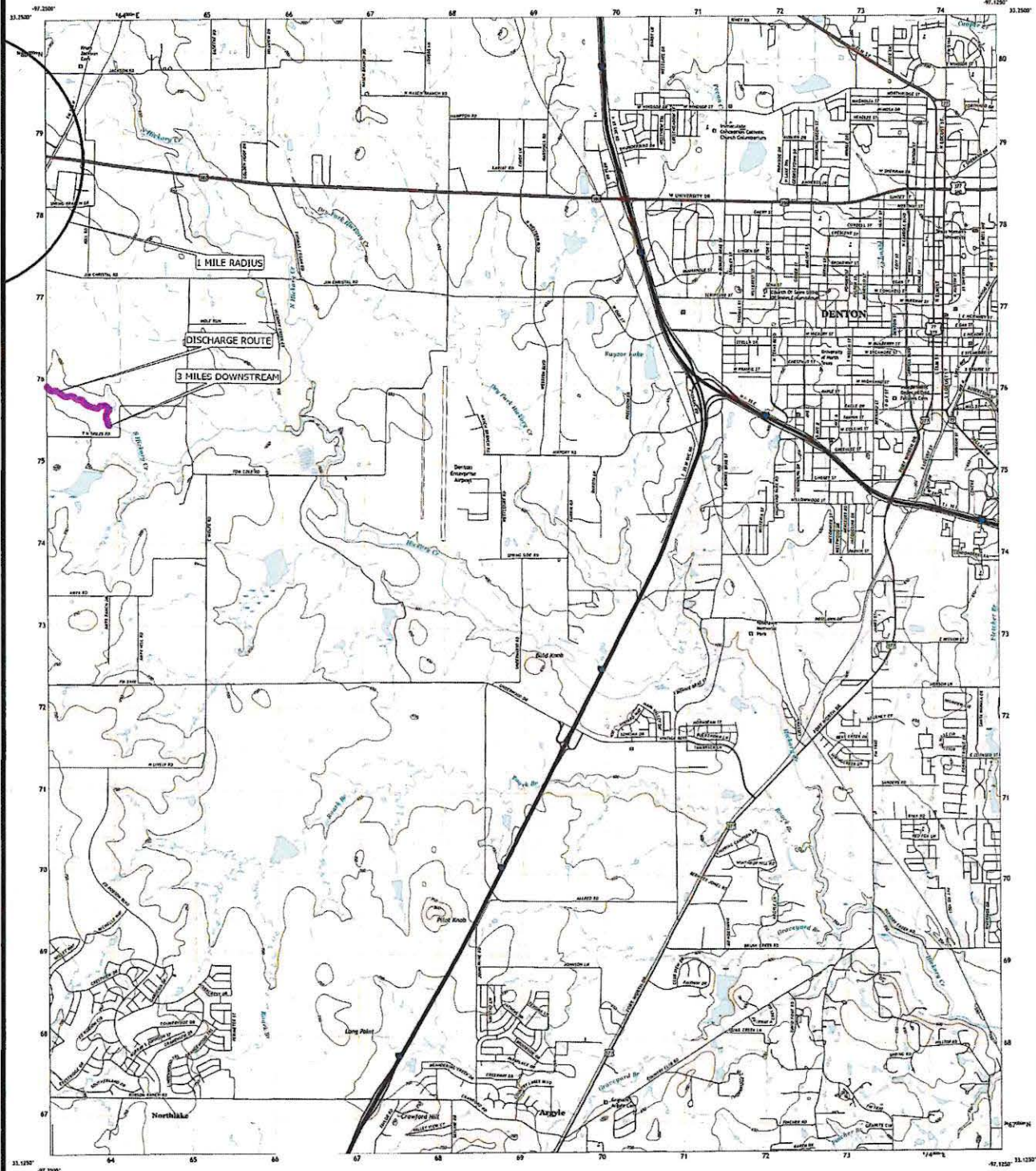
DATE: MAY 2024
DESIGN: AKK
DRAWN: JDL
CHECKED: KPK
KHA NO: 069306753



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



DENTON WEST QUADRANGLE
TEXAS - DENTON COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)

Vertical Datum: Texas of 1988 (TVD88). Projection and

1:500,000 scale. Horizontal datum: North American Datum of 1983 (NAD83).

This map is not a legal document. Boundaries may be

guaranteed for this map. Private lands within government

boundaries may not be shown. Obtain permission before

entering private lands.

Map Date: 2012, September 2012, November 2012

Map Scale: 1:24,000

Map Projection: UTM, Zone 14N

Map Datum: NAD83

Map Contour Interval: 10 feet

Map Contour Interval: 10 feet

Map Contour Interval: 10 feet

Map Contour Interval: 10 feet

Map Contour Interval: 10 feet

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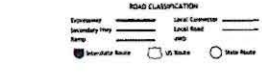
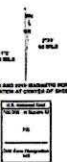
Map Contour Interval: 10 feet

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Map Contour Interval: 10 feet



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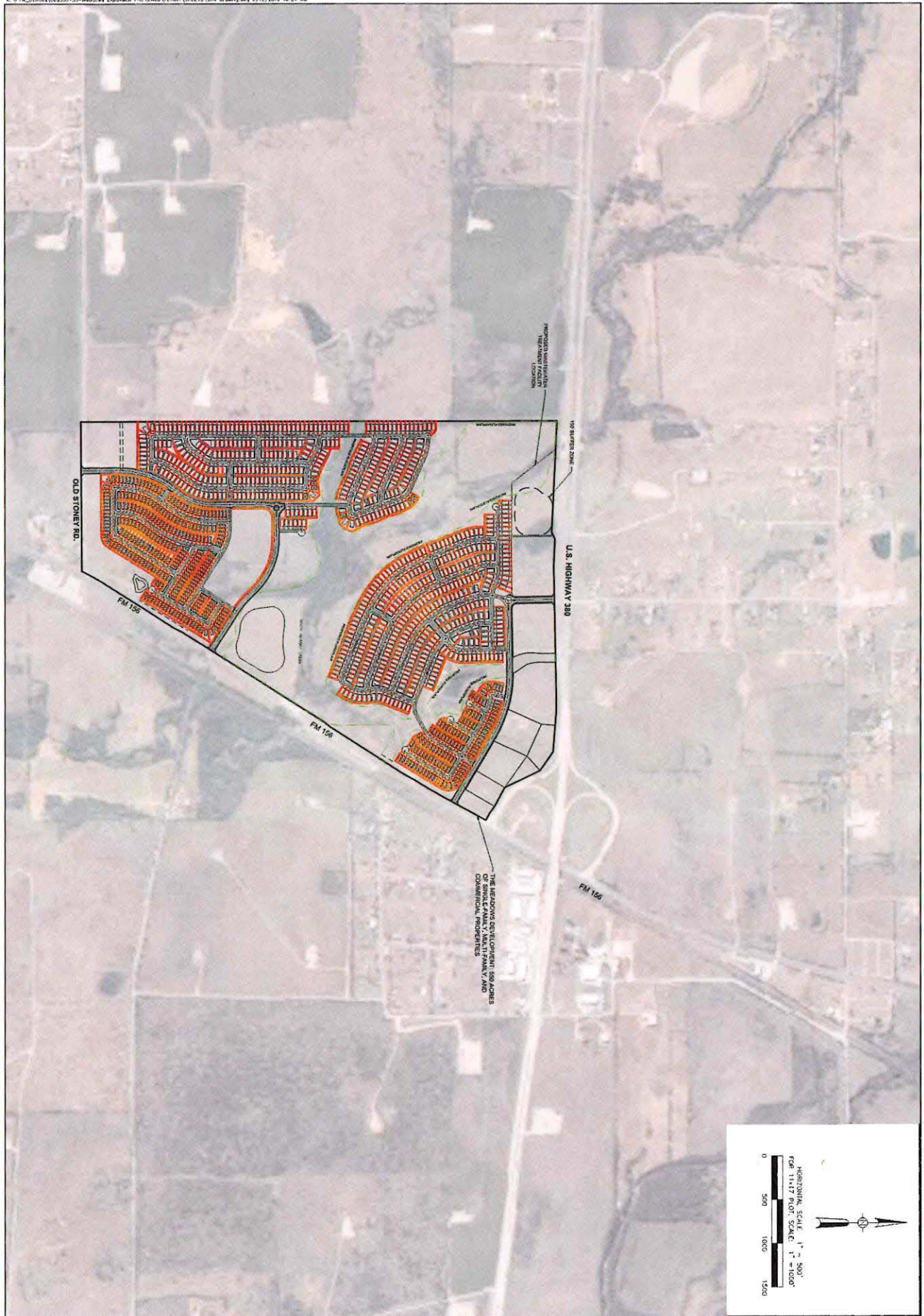
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Attachment H
Process Flow Diagram

Attachment I
Site Drawing



DATE:	MAY 2024
DESIGN:	AKH
DRAWN:	JDL
CHECKED:	KPK
RHA NO.:	069306753

SITE DRAWING

DENTON COUNTY MUD 16
WASTEWATER
RECLAMATION FACILITY

THIS DOCUMENT IS INCOMPLETE
AND IS RELEASED TEMPORARILY
FOR INTERIM REVIEW ONLY. IT IS
NOT INTENDED FOR CONSTRUCTION.
BEFORE USE FOR PERMIT PURPOSES.

ANDREW W. KANEWISKE P.
SERIAL NO. 145305
DATE MAY 2024

Kimley»Horn

801 Cherry St., Suite 11, Suite 1300 Ft. Worth, TX 76102
P: 817-335-5511 F: 817-335-5512 Registration No. F-028

No.	Revision	By	Date

Attachment J
Copy of Payment Voucher

Print this voucher for your records. If you are sending the TCEQ hardcopy documents related to this payment, include a copy of this voucher.

Transaction Information

Voucher Number: 710060
Trace Number: 582EA000614694
Date: 06/19/2024 09:45 AM
Payment Method: CC - Authorization 0000204952
Voucher Amount: \$100.00
Fee Type: WW PERMIT - FACILITY WITH ANY FLOW - MINOR AMENDMENT
ePay Actor: JONATHAN LEEPER
Actor Email: jonathan.leeper@kimley-horn.com
IP: 130.41.212.55

Payment Contact Information

Name: ANDREW KANEWSKE
Company: KIMLEY-HORN
Address: 801 CHERRY ST STE 1300 UNIT, FORT WORTH, TX 76102
Phone: 817-349-2829

Site Information

RN: RN111100756
Site Name: DENTON COUNTY MUD 16 WASTEWATER TREATMENT FACILITY
Site Location: 0.77 MILE WEST OF THE INTERSECTION OF F M 156 & U S 380

Customer Information

CN: CN605812924
Customer Name: VS DEVELOPMENT LLC
Customer Address: 2925 COUNTRY CLUB RD STE 106, DENTON, TX 76210

Other Information

Program Area ID: 0015920001

[Close](#)

Print this voucher for your records. If you are sending the TCEQ hardcopy documents related to this payment, include a copy of this voucher.

Transaction Information

Voucher Number: 710061
Trace Number: 582EA000614694
Date: 06/19/2024 09:45 AM
Payment Method: CC - Authorization 0000204952
Voucher Amount: \$50.00
Fee Type: 30 TAC 305.53B WQ NOTIFICATION FEE
ePay Actor: JONATHAN LEEPER
Actor Email: jonathan.leeper@kimley-horn.com
IP: 130.41.212.55

Payment Contact Information

Name: ANDREW KANEWSKE
Company: KIMLEY-HORN
Address: 801 CHERRY ST STE 1300 UNIT, FORT WORTH, TX 76102
Phone: 817-349-2829

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Print this voucher for your records. If you are sending the TCEQ hardcopy documents related to this payment, include a copy of this voucher.

Transaction Information

Voucher Number: 710062
Trace Number: 582EA000614694
Date: 06/19/2024 09:45 AM
Payment Method: CC - Authorization 0000204952
Voucher Amount: \$1,600.00
Fee Type: WW PERMIT - FACILITY WITH FLOW $\geq .50$ & < 1.0 MGD - RENEWAL
ePay Actor: JONATHAN LEEPER
Actor Email: jonathan.leeper@kimley-horn.com
IP: 130.41.212.55

Payment Contact Information

Name: ANDREW KANEWSKE
Company: KIMLEY-HORN
Address: 801 CHERRY ST STE 1300 UNIT, FORT WORTH, TX 76102
Phone: 817-349-2829

Site Information

RN: RN111100756
Site Name: DENTON COUNTY MUD 16 WASTEWATER TREATMENT FACILITY
Site Location: 0.77 MILE WEST OF THE INTERSECTION OF F M 156 & U S 380 IN DENTON COUNTY

Customer Information

CN: CN605812924
Customer Name: VS DEVELOPMENT LLC
Customer Address: 2925 COUNTRY CLUB RD STE 106, DENTON, TX 76210

Other Information

Program Area ID: 0015920001

[Close](#)

Print this voucher for your records. If you are sending the TCEQ hardcopy documents related to this payment, include a copy of this voucher.

Transaction Information**Voucher Number:** 710063**Trace Number:** 582EA000614694**Date:** 06/19/2024 09:45 AM**Payment Method:** CC - Authorization 0000204952**Voucher Amount:** \$15.00**Fee Type:** 30 TAC 305.53B WQ RENEWAL NOTIFICATION FEE**ePay Actor:** JONATHAN LEEPER**Actor Email:** jonathan.leeper@kimley-horn.com**IP:** 130.41.212.55**Payment Contact Information****Name:** ANDREW KANEWSKE**Company:** KIMLEY-HORN**Address:** 801 CHERRY ST STE 1300 UNIT, FORT WORTH, TX 76102**Phone:** 817-349-2829[Close](#)

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[Statewide Links](#) | [Texas.gov](#) | [Texas Homeland Security](#) | [TRAIL Statewide Archive](#) | [Texas Veterans Portal](#)

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Attachment K
Contract of Sale
(VS Development LLC – Olex Inc)

NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT OF SALE

[Check all boxes applicable to this Contract - Boxes not checked do not apply to this Contract]

In consideration of the agreements contained in this Commercial Contract of Sale (the "Contract"), Seller shall sell and convey to Purchaser, and Purchaser shall buy and pay for, the Property (defined below) pursuant to the provisions, and subject to the conditions, of this Contract.

1. PARTIES. The parties to this Contract are:

Seller: **OLEX (UNITED STATES), INC.**
Attn: Lars Springman
Address: 6440 N. Central Expressway, Ste. 401
Dallas, Texas 76206

Phone: 214-363-6539
Email: Lars_Springman@olex.us

Purchaser: **VS DEVELOPMENT, LLC**
Attn: Bob Shelton
Address: 2925 Country Club Drive, #105
Denton, Texas 76210
Phone: 940-536-1151
Fax: 940-536-1150
Email: bobshelton@sheltonent.com

2. PROPERTY.

The Property is located in Denton County, Texas, and consists of an approximately 418.75-acre tract South of US Hwy 380 and West of FM 156 and an approximately 138.20-acre tract North of US Hwy 380 and West of FM 156, as described in Exhibit "A", LEGAL DESCRIPTION and/or shown on Exhibit "B", SITE PLAN. The Property includes, all and singular, all improvements and fixtures situated thereon, and all rights and appurtenances pertaining thereto (except minerals), including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way (such land, improvements, fixtures, rights and appurtenances being collectively herein referred to as the "Property").

3. PURCHASE PRICE.

A. Amount and Payable. The purchase price for the Property is \$ (the "Purchase Price"), payable at the Closing as follows (with the Earnest Money to be applied to the Purchase Price) *[Check only one]:*

- ☒ (1) All in cash (meaning Good Funds, as defined in Section 4F below). If this Contract is subject to approval for Purchaser to obtain financing from a third party, then Addendum B-1, THIRD PARTY FINANCING is attached.
- ☐ (2) Part in cash (Good Funds), in the following amount or percentage *[Check only one]:*
- ☐ (a) \$
- ☐ (b) percent (%) of the Purchase Price.

If only part of the Purchase Price is to be paid in cash, then the balance of the Purchase Price will be paid according to the provisions in Addendum F. If part of the Purchase Price is to be paid by Purchaser assuming an existing promissory note secured by the Property, or taking the Property subject

Seller's Initials

Purchaser's Initials

to an existing promissory note secured by the Property, then Addendum B-3, EXISTING LOAN, is attached.

☒ **B. Adjustment.** The Purchase Price will be adjusted up or down based upon the land area of the Property as determined by the Survey. The land area will be multiplied by the following amount per acre or square foot, as applicable, and the product will become the Purchase Price at the Closing (*Check only one*): ☒ _____ per acre; or ☐ \$ _____ per square foot. The land area for purposes of determining the Purchase Price will be the gross land area of the Property unless this box ☒ is checked, in which case the land area for purposes of determining the Purchase Price will be the Net Land Area [as defined in Section 5A (Survey)] of the Property. Notwithstanding the foregoing, the Purchase Price will not be reduced under this Section 3B to less than \$ _____.

4. EARNEST MONEY AND TITLE COMPANY ESCROW.

A. Title Company. The Title Company to serve as escrow agent for this Contract is (the "Title Company"):

Chicago Title of Texas, LLC
Attn: Todd Phillips
14801 Quorum Drive #110
Dallas, Texas 75254
Phone: 972-419-7500
Email: todd.phillips@tdptitle.com

B. Effective Date. The "Effective Date" is the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company.


C. Earnest Money. Within two (2) Business Day after the Effective Date, Purchaser shall deliver an earnest money deposit in the amount of \$ 10,000.00 (the "Earnest Money") payable to the Title Company, in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Seller's acceptance of this Contract is expressly conditioned upon Purchaser's timely deposit of the Earnest Money with the Title Company. If Purchaser fails to timely deposit the Earnest Money with the Title Company, then Seller may, at Seller's option, terminate this Contract by delivering a written termination notice to Purchaser at any time until Purchaser deposits the Earnest Money with the Title Company.


The Title Company shall deposit the Earnest Money in one or more fully insured accounts in one or more federally insured banking or savings institutions. Purchaser hereby instructs the Title Company to promptly deposit the check upon receipt (which instruction may not be retracted without Seller's written consent). After receipt of necessary tax forms from Purchaser, the Title Company will deposit the Earnest Money in an interest bearing account unless this box ☐ is checked, in which case the Title Company will not be required to deposit the Earnest Money in an interest bearing account. Any interest earned on the Earnest Money will become a part of the Earnest Money. At the Closing, the Earnest Money will be applied to the Purchase Price or, at Purchaser's option, will be returned to Purchaser upon full payment of the Purchase Price.

D. Independent Consideration. Notwithstanding anything in this Contract to the contrary, a portion of the Earnest Money in the amount of \$100.00 will be non-refundable and will be distributed to Seller upon any termination of this Contract as independent consideration for Seller's performance under this Contract. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Earnest Money will be promptly returned to Purchaser. Any provision of this Contract that states that the Earnest Money is to be returned to Purchaser means that the Earnest Money, less the non-refundable portion, is to be returned to Purchaser.

E. Escrow. The Earnest Money is deposited with the Title Company with the understanding that the Title Company is not: (1) responsible for the performance or non-performance of any party to this Contract; or (2) liable for interest on the funds except to the extent interest has been earned after the funds have been deposited in an interest bearing account.

F. Definition of Good Funds. "Good Funds" means currently available funds, in United States dollars, paid in the form of a certified check, cashier's check, official bank check or wire transfer acceptable to the Title Company, such that the payment may not be stopped by the paying party. Any reference in this Contract to "cash" means Good Funds.

Seller's Initials 

Purchaser's Initials 

5. SURVEY AND TITLE.

A. Survey. Within five (5) days after the Effective Date *[Check only one]*:

- ☐ Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Seller's expense.
- ☐ Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Purchaser's expense.
- ☐ Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Purchaser's expense, and Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the Survey in an amount not to exceed \$_____.

☒ Seller shall deliver to Purchaser a copy of the most recent existing surveys (collectively, the "Survey") of the Property in Seller's possession. If Purchaser, Purchaser's lender or the Title Company requires a new survey for any reason, then Purchaser shall pay for the cost of the new Survey, and *[check only one]*: ☐ Seller will not be required to pay for any portion of the cost of the new Survey; or ☒ Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the new Survey in an amount not to exceed \$10,000.00.

Any new Survey must: (1) be prepared by a Registered Professional Land Surveyor; (2) be in a form reasonably acceptable to Purchaser, Seller and the Title Company; (3) set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots; (4) show that the Survey was made on the ground with corners marked with monuments either found or placed; (5) show any discrepancies or conflicts in boundaries, and any visible encroachments; (6) contain the surveyor's certificate that the Survey is true and correct; and (7) show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent: (a) buildings, (b) building set back lines (as shown on any recorded plat, but not as may be described in any restrictive covenants or zoning ordinances), (c) streets and roads, (d) 100-year flood plain (approximate location), (e) improvements, (f) encroachments, (g) easements, (h) recording information of recorded easements, (i) pavements, (j) protrusions, (k) fences, (l) rights-of-way; and (m) any markers or other visible evidence of utilities. Any area of the Property within the 100-year flood plain will be shown on the Survey as the approximate location of the 100-year flood plain as defined by the Federal Emergency Management Agency or other applicable governmental authority. If the area within any 100-year flood plain is to be deducted for the purpose of determining Net Land Area (defined below), then the Survey must show the area of the Property covered by the 100-year flood plain, and that area, as reasonably determined by the surveyor, will be conclusive for purposes of this Contract, even though the surveyor may qualify that determination as approximate. After the delivery of the Survey, the legal description of the Property set forth in the Survey will be incorporated in this Contract as the legal description of the Property, and will be used in the deed and any other documents requiring a legal description of the Property.

The Survey must show the gross land area of the Property, and if the Purchase Price is based upon the Net Land Area then the Survey must also show the Net Land Area, expressed in both acres and square feet. The term "Net Land Area" means the gross land area of the Property less the area within any of the following (if recorded or visible and apparent, but excluding those within set back areas) *[Check all that apply]*:

- ☐ utility easements; ☐ drainage easements; ☐ access easements; ☒ road rights-of-way*; ☐ 100-year flood plain; and ☐ any encroachments on the Property.

*US Hwy 380 and FM 156 only

B. Title Commitment. Within twenty (20) days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser: (1) A title commitment (the "Title Commitment") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "Title Policy") on the standard form prescribed by the Texas Department of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions (defined below); and (2) the following (collectively, the "Title Documents"): (a) true and, to the extent available, legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment; (b) a current tax certificate; and (c) any written notices required by applicable statutes, including those referenced in Section 17; and (d) if the Property includes any personal property, UCC search reports pertaining to the Seller. Seller shall pay any expense for delivery of the Title Commitment and Title Documents.

Seller's Initials



Purchaser's Initials



6. REVIEW OF SURVEY AND TITLE.

A. **Title Review Period.** Purchaser will have thirty (30) days (the "Title Review Period") after receipt of the last of the existing Survey, Title Commitment and Title Documents to review them and to deliver in writing to Seller any objections Purchaser may have to them or any item disclosed by them. Any item to which Purchaser does not object will be deemed a "Permitted Exception." The items set forth on Schedule C of the Title Commitment, and any other items the Title Company identifies to be released upon the Closing, will be deemed objections by Purchaser. Purchaser's failure to object within the time provided will be a waiver of the right to object. If Purchaser delivers any written objections to Seller within the Title Review Period, then Seller shall make a good faith attempt to cure the objections within thirty(30) days (the "Cure Period") after receipt of the objections. However, Seller is not required to incur any cost to do so. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

B. **Cure Period.** If Seller cannot or is unwilling to cure the objections within the Cure Period, Seller may deliver a written notice to Purchaser, before expiration of the Cure Period, stating whether Seller is committed to cure the objections at or before the Closing. If Seller does not cure the objections within the Cure Period, or does not timely deliver the notice, or does not commit in the notice to fully cure all of the objections at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) the date that is fifteen (15) days after the expiration of the Cure Period; or (2) the scheduled Closing Date. If Purchaser properly and timely terminates this Contract, the Earnest Money will be returned to Purchaser. If Purchaser does not properly and timely terminate this Contract, then Purchaser will be deemed to have waived any uncured objections and must accept title at the Closing subject to the uncured objections and other Permitted Exceptions. Seller's failure to cure Purchaser's objections under this Section 6 does not constitute a default by Seller.

7. SELLER'S REPRESENTATIONS.

A. **Statements.** Seller represents to Purchaser, to the best of Seller's actual knowledge, as follows:

(1) **Title.** At the Closing, Seller will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, easements, security interests and other encumbrances except the Permitted Exceptions. Delivery of the Title Policy pursuant to Section 12 (the Closing) will be deemed to satisfy the obligation of Seller as to the sufficiency of title required under this Contract. However, delivery of the Title Policy will not release Seller from the warranties of title set forth in the special warranty deed.


(2) **Leases.** There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers except tenants under written leases delivered to Purchaser pursuant to this Contract or otherwise disclosed in writing by Seller during the Title Review Period.

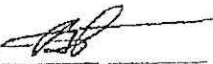
(3) **Liens and Debts.** Except as shown in the Title Commitment, there are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property before the Closing that will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, including, but not limited to, taxes, leasing commissions, salaries, contracts, and similar agreements, have been paid or will be paid before the Closing. Except for obligations for which provisions are made in this Contract for prorating at the Closing and any indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the Property outstanding as of the Closing.

(4) **Litigation.** There is no pending or threatened litigation, condemnation, or assessment affecting the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting the Property that is instituted after the Effective Date.

~~(5) **Material Defects.** Seller has disclosed to Purchaser any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any occupant of the Property. Except as disclosed in writing by Seller to Purchaser, the Property has no known latent structural defects or construction defects of a material nature, and none of the improvements have been constructed with materials known to be a potential health hazard to occupants of the Property.~~

~~(6) **Hazardous Materials.** Except as otherwise disclosed in writing by Seller to Purchaser, the Property (including any improvements) does not contain any Hazardous Materials (defined below) other than lawful quantities properly stored in containers in compliance with applicable laws.~~

Seller's Initials 

Purchaser's Initials 

B. Remedies. If Purchaser discovers, before the Closing, that any of Seller's representations has been misrepresented in a material respect, Purchaser may notify Seller of the misrepresentation in writing, and Seller shall attempt to correct the misrepresentation. If the misrepresentation is not corrected by Seller before the Closing, Purchaser may: (1) proceed to Closing, without waiving any claim for misrepresentation; or (2) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser.

C. Negative Covenants. After the Effective Date, Seller shall not, without Purchaser's prior written approval: (1) further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms of any existing encumbrance, if the encumbrance would still be in effect after Closing; or (2) enter into any lease or contract affecting the Property, if the lease or contract would still be in effect after Closing. However, Seller may enter into a lease or contract with an independent third party, in the ordinary course of business, without Purchaser's consent, if Purchaser will be entitled to terminate the lease or contract after Closing, without incurring any termination charge, by delivering a termination notice thirty (30) days in advance of the termination date. If Seller enters into any lease or contract affecting the Property after the Effective Date, then Seller shall immediately deliver a photocopy of the signed document to Purchaser.

8. NONCONFORMANCE. Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations of uses of the Property. Purchaser acknowledges that the current use of the Property or the improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, Americans with Disabilities Act requirements, wetlands restrictions and other matters may have a significant economic impact upon the intended use of the Property by Purchaser. However, if Seller has actual knowledge of pending zoning changes and/or current nonconformance with any Federal, State or local laws, ordinances, codes or regulations, Seller shall disclose same to Purchaser.

9. INSPECTION. [Check only one]

☒ **A. Inspection Desired.** Purchaser desires to inspect the Property and Seller grants to Purchaser the right to inspect the Property as described in Addendum C, INSPECTION.

☐ **B. Inspection Not Necessary.** Purchaser acknowledges that Purchaser has inspected the Property, including all buildings and improvements, and is thoroughly familiar with their condition. Purchaser accepts the Property in its present "AS IS" condition, and any changes caused by normal wear and tear before the Closing, but without waiving Purchaser's rights by virtue of Seller's representations expressed in this Contract.

10. CASUALTY LOSS AND CONDEMNATION.

A. Intentionally Deleted.

B. Condemnation. If condemnation proceedings are commenced before the Closing against any portion of the Property, then Seller shall immediately notify Purchaser in writing of the condemnation proceedings, and Purchaser may terminate this Contract by delivering a written notice to Seller within ten (10) days after Purchaser receives the notice (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If this Contract is not terminated, then any condemnation award will (a) if known on the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not known on the Closing Date, belong to Purchaser and the Purchase Price will not be reduced.

11. ASSIGNMENT. [Check only one]

☐ **A. Assignment Permitted.** Purchaser may assign this Contract provided the assignee assumes in writing all obligations and liabilities of Purchaser under this Contract, in which event Purchaser will be relieved of any further liability under this Contract.

☒ **B. Limited Assignment Permitted.** Purchaser may assign this Contract only to a related party, defined as: (1) an entity in which Purchaser is an owner, partner or corporate officer; (2) an entity which is owned or controlled by the same person or persons that own or control Purchaser; or (3) a member or members of the immediate family of Purchaser, or a trust in which the beneficiary or beneficiaries is or are a member or members of the immediate family of Purchaser. Purchaser will remain liable under this Contract after any assignment.

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☐ C. Assignment Prohibited. Purchaser may not assign this Contract without Seller's prior written consent.

12. CLOSING.

A. **Closing Date.** The closing of the transaction described in this Contract (the "Closing") will be held at the offices of the Title Company at its address stated below, on the date described in Addendum F (the "Closing Date"). However, if any objections that were timely made by Purchaser in writing pursuant to Section 6A (Title Review Period) have not been cured, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty (30) days after the previously scheduled Closing Date.

B. **Seller's Closing Obligations.** At the Closing, Seller shall deliver to Purchaser, at Seller's expense:

(1) A duly executed *[check only one]* ☐ General Warranty Deed ☒ Special Warranty Deed (with vendor's lien retained if financing is given by Seller or obtained from a third party) conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the Survey, subject only to the Permitted Exceptions;

(2) An updated Title Commitment committing the underwriter for the Title Company to issue promptly after the Closing, at Seller's expense, the Title Policy pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of the Closing; and (at an additional premium cost) *[check only one if applicable]* ☐ with the survey exception modified at Seller's expense to read "any shortages in area," or ☒ with the survey exception modified at Purchaser's option and expense to read "any shortages in area;"

(3) A Bill of Sale conveying the personal property, if any, including, but not limited to, any described on ~~Addendum A, IMPROVED PROPERTY~~, free and clear of liens, security interests and encumbrances, subject only to the Permitted Exceptions (to the extent applicable);

(4) Possession of the Property, subject to valid existing leases disclosed by Seller to Purchaser and other applicable Permitted Exceptions;

(5) An executed assignment of all leases (except mineral leases) and assumption agreement, if there are any leases affecting the Property;

(6) A current rent roll certified by Seller to be complete and accurate, if there are any leases affecting the Property;

(7) Evidence of Seller's authority and capacity to close this transaction; and

(8) All other documents reasonably required by the Title Company to close this transaction.

C. **Purchaser's Closing Obligations.** At the Closing, Purchaser shall deliver to Seller, at Purchaser's expense:

(1) The Purchase Price (with the Earnest Money being applied to the Purchase Price);

(2) Intentionally Omitted;

(3) Execute the assignment of leases and assumption agreement, if there are any leases being assigned;

(4) Evidence of Purchaser's authority and capacity to close this transaction; and

(5) All other documents reasonably required by the Title Company to close this transaction.

D. **Closing Costs.** Each party shall pay its share of the closing costs which are customarily paid by a seller or purchaser in a transaction of this character in the county where the Property is located, or as otherwise agreed.

E. **Prorations.** Rents, ~~lease commissions, interest, insurance premiums, maintenance expenses, operating expenses,~~ and ad valorem taxes for the year of the Closing will be prorated at the Closing effective as of the date of the Closing. Seller shall give a credit to Purchaser at the Closing in the aggregate amount of any security deposits deposited by

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tenants under leases affecting the Property. If the Closing occurs before the tax rate is fixed for the year of the Closing, the apportionment of the taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the Closing actually paid by Purchaser will be adjusted equitably between the parties upon receipt of a written statement of the actual amount of the taxes. This provision will survive the Closing.

F. Rollback Taxes. If this sale or a change in use of the Property or denial of any special use valuation of the Property would result in the assessment after the Closing of additional taxes and interest applicable to the period of time before the Closing ("Rollback Taxes"), then: (1) Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed, without receiving any credit from Seller; ~~unless (2) this box ☐ is checked, in which case Seller shall give a credit to Purchaser at the Closing for the amount of the Rollback Taxes (including interest) that may be assessed after the Closing as reasonably estimated by the Title Company, and Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed after the Closing. If Seller gives a credit to Purchaser for the estimated amount of Rollback Taxes, and the actual Rollback Taxes assessed after the Closing are different from the estimate used at the Closing, then there will be no subsequent adjustment between Seller and Purchaser. If any Rollback Taxes are due before the Closing due to a change in use of the Property by Seller or a denial of any special use valuation of the Property before the Closing related to a change in use of the Property by Seller or a failure by Seller to request a special use valuation of the Property, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the Closing.~~

G. Loan Assumption. If Purchaser assumes an existing mortgage loan at the Closing, Purchaser shall pay: (1) to the lender, any assumption fee charged by the lender; and (2) to Seller, a sum equal to the amount of any reserve accounts held by the lender for the payment of taxes, insurance and any other expenses applicable to the Property for which reserve accounts are held by the lender. Purchaser shall execute, at the option and expense of Seller, a Deed of Trust to Secure Assumption with a trustee named by Seller. If consent to the assumption is required by the lender, Seller shall obtain the lender's consent in writing and deliver the consent to Purchaser at the Closing. If Seller does not obtain the lender's written consent (if required) and deliver it to Purchaser at or before the Closing, Purchaser may terminate this Contract by delivering a written termination notice to Seller, and the Earnest Money will be returned to Purchaser.

H. Foreign Person Notification. If Seller is a Foreign Person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser a non-foreign affidavit pursuant to §1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. A non-foreign affidavit from Seller must include: (1) a statement that Seller is not a foreign person; (2) the U. S. taxpayer identification number of Seller; and (3) any other information required by §1445 of the Internal Revenue Code.

13. DEFAULT.

A. Purchaser's Remedies. If Seller fails to close this Contract for any reason except Purchaser's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract and such default continues for 10 days following written notice, Seller will be in default and Purchaser may elect to either: (1) enforce specific performance of this Contract (force Seller to sell the Property to Purchaser pursuant to this Contract); or (2) terminate this Contract by delivering a written notice to Seller. If Purchaser elects to terminate this Contract due to Seller's default, then Purchaser will be deemed to have waived any other remedies available to Purchaser and the Earnest Money will be returned to Purchaser.

The foregoing will be Purchaser's sole and exclusive remedies for Seller's default ~~unless this box ☐ is checked, in which case Purchaser may sue Seller for damages. If the box is checked to allow Purchaser to sue Seller for damages, then Purchaser must elect to pursue either specific performance or a claim for damages at the beginning of any legal action initiated by Purchaser.~~

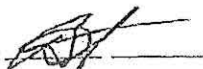
B. Seller's Remedies. If Purchaser fails to close this Contract for any reason except Seller's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract and such default continues for 10 days following written notice, Purchaser will be in default and Seller may terminate this Contract and receive the Earnest Money as liquidated damages for Purchaser's breach of this Contract, thereby releasing Purchaser from this Contract. If Seller terminates this Contract due to Purchaser's default, then the Earnest Money will be paid to Seller.

The right to receive the Earnest Money will be Seller's sole and exclusive remedy for Purchaser's default ~~unless one of the following remedies is selected, in which case Seller may sue Purchaser: ☐ to enforce specific performance (force~~

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~~Purchaser to purchase the Property pursuant to this Contract); or ☐ for damages. If one or both of the boxes is checked to allow Seller to sue Purchaser to enforce specific performance or for damages, then Seller must elect to either receive the Earnest Money as liquidated damages or pursue one of the other selected remedies at the beginning of any legal action initiated by Seller. Notwithstanding the foregoing waiver, Seller shall be entitled to its actual damages and attorney's fees with respect to any damages to the Property or liens arising out of Purchaser's inspection of the Property.~~

14. AGENCY DISCLOSURE.

A. Agency Relationships. The term "Brokers" refers to the Principal Broker and the Cooperating Broker; if applicable, as set forth on the signature page. Each Broker has duties only to the party the Broker represents as identified below. If either Broker is acting as an intermediary, then that Broker will have only the duties of an intermediary, and the intermediary disclosure and consent provisions apply as set forth below. *[Each broker check only one]*

(1) The Principal Broker is: ☒ agent for Seller only; or ☐ agent for Purchaser only; or ☐ an intermediary.

(2) The Cooperating Broker is: ☐ agent for Seller only; ☐ agent for Purchaser only; or ☐ an intermediary.

B. Other Brokers. Seller and Purchaser each represent to the other that they have had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract or the consummation of the purchase and sale contemplated by this Contract, other than the Brokers named in this Contract, and no real estate broker, agent, attorney, person, firm or entity, other than the Brokers, is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of the representing party. Each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the Brokers, by reason of any dealings or acts of the indemnifying party.

C. Fee Sharing. Seller and Purchaser agree that the Brokers may share the Fee (defined below) among themselves, their sales associates, and any other licensed brokers involved in the sale of the Property. The parties authorize the Title Company to pay the Fee directly to the Principal Broker and, if applicable, the Cooperating Broker, in accordance with Section 15 (Professional Service Fee) or any other agreement pertaining to the Fee. Payment of the Fee will not alter the fiduciary relationships between the parties and the Brokers.

D. Intermediary Relationship. If either of the Brokers has indicated in Section 14A (Agency Relationships) that the Broker is acting as an intermediary in this transaction, then Purchaser and Seller hereby consent to the intermediary relationship, authorize such Broker or Brokers to act as an intermediary in this transaction, and acknowledge that the source of any expected compensation to the Brokers will be Seller, and the Brokers may also be paid a fee by Purchaser. A real estate broker who acts as an intermediary between parties in a transaction:

(1) may not disclose to the buyer that the seller will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller;

(2) may not disclose to the seller that the buyer will pay a price greater than the price submitted in a written offer to the seller unless otherwise instructed in a separate writing by the buyer;

(3) may not disclose any confidential information or any information a party specifically instructs the real estate broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose such information by the Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property;

(4) shall treat all parties to the transaction honestly; and

(5) shall comply with the Texas Real Estate License Act.

Broker is authorized to appoint, by providing written notice to the parties, one or more licensees associated with Broker to communicate with and carry out instructions of one party, and one or more other licensees associated with Broker

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to communicate with and carry out instructions of the other party or parties. During negotiations, an appointed licensee may provide opinions and advice to the party to whom the licensee is appointed.

15. PROFESSIONAL SERVICE FEE.

A. **Payment of Fee.** Seller agrees to the Principal Broker, Keller Williams (David Vanderlaan), a professional service fee (the "Fee") for procuring the Purchaser and for assisting in the negotiation of this Contract in the amount of three percent (3%) of the Purchase Price.

The Fee will be earned upon the execution of this Contract and will be paid at the Closing of a sale of the Property, if and only if the Closing actually occurs and not otherwise, by Seller pursuant to this Contract (as may be amended or assigned). The Fee will be paid to the Broker in the county in which the Property is located or Dallas County, Texas. Broker shall pay any applicable sales taxes on the Fee. The Title Company or other escrow agent is authorized and directed to pay the Fee to the Broker out of the Closing proceeds. A legal description of the Property, as set forth in this Contract and any Survey delivered pursuant to this Contract, is incorporated by reference in the agreement pertaining to the Fee set forth or referenced in this Section.

~~The Fee is earned notwithstanding: (1) any subsequent termination of this Contract (except a termination by Seller or Purchaser pursuant to a right of termination in this Contract); or (2) any default by Seller. If the Closing does not occur due to Purchaser's default, and Seller does not elect to enforce specific performance, the Fee will not exceed one-half of the Earnest Money. If either party defaults under this Contract, then the Fee will be paid within ten (10) days after the scheduled Closing Date, out of the Earnest Money or any other escrow deposit made pursuant to this Contract.~~

~~B. **Consent Required.** Purchaser, Seller and Title Company agree that the Brokers are third party beneficiaries of this Contract with respect to the Fee, and that no change may be made by Purchaser, Seller or Title Company as to the time of payment, amount of payment or the conditions for payment of the Fee without the written consent of the Brokers.~~

C. **Right to Claim a Lien.** Pursuant to Chapter 62 of the Texas Property Code, the Brokers hereby disclose their right to claim a lien based on the commission agreement set forth in this Section 15 and any other commission agreements referenced in this Contract or applicable to the transaction contemplated by this Contract. This disclosure is hereby incorporated in any such commission agreements.

16. MISCELLANEOUS PROVISIONS.

A. **Definition of Hazardous Materials.** "Hazardous Materials" means any pollutants, toxic substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, or any other Federal, State or local environmental law, ordinance, rule, or regulation, whether existing as of the Effective Date or subsequently enacted.

B. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be deemed delivered on the earlier of: (1) actual receipt, if delivered in person or by courier, with evidence of delivery; (2) receipt of an electronic facsimile ("Fax") transmission with confirmation of delivery to the Fax numbers specified in this Contract, if any; or (3) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth in this Contract. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above. Copies of all written notices should also be delivered to the Brokers and to the Title Company, but failure to notify the Brokers or the Title Company will not cause an otherwise properly delivered notice to be ineffective.

C. **Termination.** If this Contract is terminated for any reason, the parties will have no further rights or obligations under this Contract, except that: (1) Purchaser shall pay the costs to repair any damage to the Property caused by Purchaser or Purchaser's agents; (2) Purchaser shall deliver to Seller any reports or documents, including any new Survey related to the Property; and (3) each party shall perform any other obligations that, by the explicit provisions of this Contract, expressly survive the termination of this Contract. The obligations of this Section 16C will survive the termination of this Contract. The terms of any mutual termination agreement will supersede and control over the provisions of this Section 16C to the extent of any conflict.

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D. Forms. In case of a dispute as to the form of any document required under this Contract, the most recent form prepared by the State Bar of Texas will be used, modified as necessary to conform to the terms of this Contract.

E. Attorneys' Fees. The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover from the non-prevailing parties court costs, reasonable attorneys' fees and all other reasonable related expenses.

F. Integration. This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Contract. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superseded by this Contract, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Contract.

G. Survival. Any representation or covenant contained in this Contract not otherwise discharged at the Closing will survive the Closing.

H. Binding Effect. This Contract will inure to the benefit of, and will be binding upon, the parties to this Contract and their respective heirs, legal representatives, successors and assigns.

I. Time for Performance. Time is of the essence under each provision of this Contract. Strict compliance with the times for performance is required.

J. Business Day. If any date of performance under this Contract falls on a Saturday, Sunday or Texas legal holiday, such date of performance will be deferred to the next day that is not a Saturday, Sunday or Texas legal holiday.

K. Right of Entry. After reasonable advance notice and during normal business hours, Purchaser, Purchaser's representatives and the Brokers have the right to enter upon the Property before the Closing for purposes of viewing, inspecting and conducting studies of the Property, so long as they do not unreasonably interfere with the use of the Property by Seller or any tenants, or cause damage to the Property.

L. Governing Law. This Contract will be construed under and governed by the laws of the State of Texas, and unless otherwise provided in this Contract, all obligations of the parties created under this Contract are to be performed in the county where the Property is located.

M. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Contract will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.

N. Broker Disclaimer. The Brokers will disclose to Purchaser any material factual knowledge the Brokers may possess about the condition of the Property. Purchaser understands that a real estate broker is not an expert in matters of law, tax, financing, surveying, hazardous materials, engineering, construction, safety, zoning, land planning, architecture, or the Americans with Disabilities Act. Purchaser should seek expert assistance on such matters. The Brokers do not investigate a property's compliance with building codes, governmental ordinances, statutes and laws that relate to the use or condition of the Property or its construction, or that relate to its acquisition. Purchaser is not relying upon any representations of the Brokers concerning permitted uses of the Property or with respect to any nonconformance of the Property. If the Brokers provide names of consultants or sources for advice or assistance, the Brokers do not warrant the services of the advisors or their products. The Brokers cannot warrant the suitability of property to be acquired. Purchaser acknowledges that current and future federal, state and local laws and regulations may require any Hazardous Materials to be removed at the expense of those persons who may have had or continue to have any interest in the Property. The expense of such removal may be substantial. Purchaser agrees to look solely to experts and professionals selected or approved by Purchaser to advise Purchaser with respect to the condition of the Property and will not hold the Brokers responsible for any condition relating to the Property. The Brokers do not warrant that Seller will disclose any or all property defects or other matters pertaining to the Property or its condition. ~~Seller and Purchaser agree to hold the Brokers harmless from any damages, claims, costs and expenses including, but not limited to, reasonable attorneys' fees and court costs, resulting from or related to any person furnishing any false, incorrect or inaccurate information with respect to the Property, Seller's concealing any material information with respect to the condition of the Property, or matters that should be analyzed by experts. To the extent permitted by applicable law, the Brokers' liability for errors or omissions, negligence, or otherwise, is limited to the return of~~

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the Fee, if any, paid to the responsible Broker pursuant to this Contract. The parties agree that they are not relying upon any oral statements that the Brokers may have made. Purchaser is relying solely upon Purchaser's own investigations and the representations of Seller, if any, and Purchaser acknowledges that the Brokers have not made any warranty or representation with respect to the condition of the Property or otherwise.

O. Counterparts. This Contract may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will, collectively, constitute one agreement.

P. Patriot Act Representation. Seller and Purchaser each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

17. STATUTORY NOTICES.

A. Abstract or Title Policy. At the time of the execution of this Contract, Purchaser acknowledges that the Brokers have advised and hereby advise Purchaser, by this writing, that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

B. Notice Regarding Unimproved Property Located in a Certificated Service Area. If the Property is unimproved and is located in a certificated service area of a utility service, then Seller shall give to Purchaser a written notice in compliance with §13.257 of the Texas Water Code, and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the correct name of utility service provider authorized by law to provide water or sewer service to the Property, and must comply with all other applicable requirements of the Texas Water Code.

C. Special Assessment Districts. If the Property is situated within a utility district or flood control district subject to the provisions of §49.452 of the Texas Water Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

D. Property Owners' Association. If the Property is subject to mandatory membership in a property owners' association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property. In addition, Seller shall give to Purchaser the written notice required under §5.012 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the notice in writing. Also, Seller shall give to Purchaser the resale certificate required under Chapter 207 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the resale certificate in writing.

E. Notice Regarding Possible Annexation. If the Property that is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of the municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

F. Notice Regarding Coastal Area Property. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, then Seller shall give to Purchaser a written notice regarding coastal area property, in compliance with §33.135 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

G. Gulf Intracoastal Waterway Notice. If the Property is located seaward of the Gulf Intracoastal Waterway, then Seller shall give to Purchaser a written notice regarding the seaward location of the Property, in compliance with §61.025 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

H. Notice for Property Located in an Agricultural Development District. If the Property is located in an agricultural development district, then in accordance with §60.063 of the Texas Agricultural Code: (1) Seller shall give to Purchaser a written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the

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notice in writing; and (3) at the Closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.

18. DISPUTE RESOLUTION.

A. Mediation. If any dispute (the "Dispute") arises between any of the parties to this Contract including, but not limited to, payment of the Fee, then any party (including any Broker) may give written notice to the other parties requiring all involved parties to attempt to resolve the Dispute by mediation. Except in those circumstances where a party reasonably believes that an applicable statute of limitations period is about to expire, or a party requires injunctive or equitable relief, the parties are obligated to use this mediation procedure before initiating arbitration or any other action. Within seven (7) days after receipt of the mediation notice, each party must deliver a written designation to all other parties stating the names of one or more individuals with authority to resolve the Dispute on such party's behalf. Within fourteen (14) days after receipt of the mediation notice, the parties shall make a good faith effort to select a qualified mediator to mediate the Dispute. If the parties are unable to timely agree upon a mutually acceptable mediator, any party may request any state or federal judge to appoint a mediator. In consultation with the mediator, the parties shall promptly designate a mutually convenient time and place for the mediation that is no later than thirty (30) days after the date the mediator is selected. In the mediation, each party must be represented by persons with authority and discretion to negotiate a resolution of the Dispute, and may be represented by counsel. The mediation will be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code, and such other rules as the mediator may prescribe. The fees and expenses of the mediator will be shared equally by all parties included in the Dispute.

B. Arbitration. If the parties are unable to resolve any Dispute by mediation, then the parties (including the Brokers) shall submit the Dispute to binding arbitration before a single arbitrator. The Dispute will be decided by arbitration in accordance with the applicable arbitration statute and any rules selected by the arbitrator. After an unsuccessful mediation, any party may initiate the arbitration procedure by delivering a written notice of demand for arbitration to the other parties. Within fourteen (14) days after the receipt of the written notice of demand for arbitration, the parties shall make a good faith effort to select a qualified arbitrator acceptable to all parties. If the parties are unable to agree upon the selection of an arbitrator, then any party may request any state or federal judge to appoint an arbitrator. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.

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Purchaser's Initials



19. CONSULT AN ATTORNEY. This Contract is a legally binding agreement. The Brokers cannot give legal advice. The parties to this Contract acknowledge that they have been advised to have this Contract reviewed by legal counsel before signing this Contract.

Purchaser's

Attorney is: Kevin Flynn
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Dallas, Texas 75201
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214-706-4242 (fax)
kevin.flynn@solidcounsel.com

Seller's

Attorney is: Steve Bishop
Glast, Phillips & Murray, P.C.
14801 Quorum Drive #500
Dallas, Texas 75254
972-419-7127 (phone)
972-419-8329 (fax)
sbishop@gpm-law.com

20. EXHIBITS AND ADDENDA. All Exhibits and Addenda attached to this Contract are incorporated herein by reference and made a part of this Contract for all purposes *[check all that apply]*:

☐ Exhibit "A" Legal Description
☒ Exhibit "B" Site Plan

☐ Addendum A Improved Property
☐ Addendum B-1 Third Party Financing
☐ Addendum B-2 Seller Financing
☐ Addendum B-3 Existing Loan
☒ Addendum C Inspection
☐ Addendum D Disclosure Notice
☐ Addendum E Lead Based Paint
☒ Addendum F Additional Provisions

21. CONTRACT AS OFFER. The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party within five (5) days after the date this Contract is executed by the first party, then the first party may withdraw that offer by delivering a written notice to the other party at any time before the other party accepts that offer, in which case the Earnest Money, if any, will be returned to Purchaser.

22. ADDITIONAL PROVISIONS. *[Additional provisions may be set forth below or on any attached Addendum].*

See Addendum F attached hereto.

Seller's Initials



Purchaser's Initials



EXECUTED to be effective as of the Effective Date.

SELLER:

OLEX (UNITED STATES), INC.,
a Delaware corporation

By: 

Name: Lars Springman
Title: President

Tax I.D. No.: 75-1849503

Date of Execution: 2/21-20

PURCHASER:

VS DEVELOPMENT, LLC,
a Texas limited liability company

By: Bob Shelton Enterprises, Ltd.,
a Texas limited partnership,
its Manager

By: Bob Shelton Enterprises Management Company, LLC,
a Texas limited liability company,
its General Partner

By: 

Bob Shelton, President

Tax I.D. No.: 82-3232740

Date of Execution: 2/19/20

PRINCIPAL BROKER:

KELLER WILLIAMS


By: _____

David Vanderlaan

TITLE COMPANY RECEIPT: The Title Company acknowledges receipt of this Contract on 2/21/2020
(the Effective Date) and, upon receipt of the Earnest Money, accepts the Earnest Money subject to the terms and conditions
set forth in this Contract.

TITLE COMPANY:

CHICAGO TITLE OF TEXAS, LLC

By: 
Name: Todd Phillips
Title: Escrow Officer

Address: 14801 Quorum Dr #110
Dallas, TX 75254
Telephone: 972-419-7130
Fax: 940-898-0121
Email: todd.phillips@tdptitle.com

PERMISSION TO USE: This form is provided for use by members of the North Texas Commercial Association of Realtors, Inc. (NTCAR) and members of the North Texas Commercial Association of Real Estate Professionals, Inc. Permission is given to make limited copies of the current version of this form for use in a particular Texas real estate transaction. Please contact the NTCAR office to confirm you are using the current version of this form. Mass production, or reproduction for resale, is not allowed without express permission. Any changes to this form must be made in a manner that is obvious. If any words are deleted, they must be left in the form with a line drawn through them.

Seller's Initials



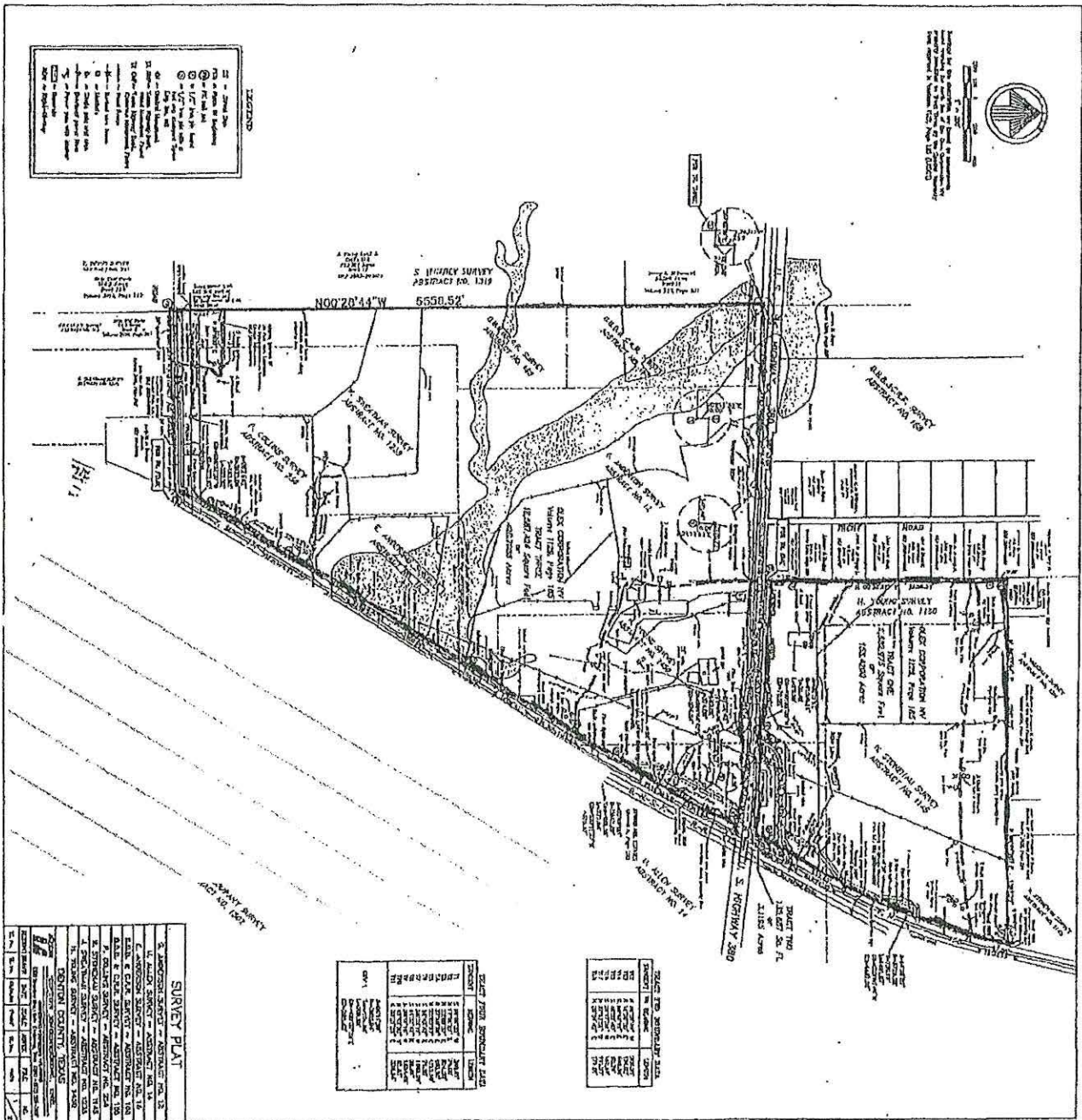
Purchaser's Initials



NEW

EXHIBIT B
(Property Excludes Certain ROW Dedications)

Amended



NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS[®]

ADDENDUM C TO COMMERCIAL CONTRACT OF SALE

INSPECTION

Property address or description: An approximately 418.75-acre tract of land South of US Hwy 180 and an approximately 138.20-acre tract of land North of US Hwy 380 and West of FM 156 located in Denton County, Texas.

1. Inspection Period. Purchaser will have a period of 180 days after the Effective Date (the "Inspection Period") to inspect the Property and conduct studies regarding the Property. Purchaser's studies may include, without limitation: (1) permitted use and zoning of the Property; (2) core borings; (3) environmental and architectural tests and investigations; (4) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (5) examination of agreements, manuals, plans, specifications and other documents relating to the construction and condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller and any tenants on the Property, for purposes of inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Purchaser shall defend and indemnify Seller against any claims that arise due to any actions by Purchaser or Purchaser's agents, employees, consultants and contractors.

2. Reports.

☐ **A.** Within _____ days after the Effective Date, Seller shall deliver to Purchaser a written "Phase I" report of an environmental assessment of the Property. The report will be prepared, at Seller's expense, by an environmental consultant reasonably acceptable to Purchaser. The environmental assessment must include an investigation into the existence of Hazardous Materials (as defined in Section 16A of this Contract) in, on or around the Property. The environmental assessment must also include a land use history search, engineering inspections, research and studies that may be necessary to discover the existence of Hazardous Materials.

☒ **B.** Within three (3) days after the Effective Date, Seller shall deliver to Purchaser copies of all reports in Seller's possession of engineering investigations, tests and environmental studies that have been made with respect to the Property within the two year period before the Effective Date.

☒ **C.** If Purchaser terminates this Contract, Purchaser shall deliver to Seller, at Purchaser's expense and contemporaneously with the termination, copies of all written reports, inspections, plats, surveys, drawings and studies made by Purchaser's agents, consultants and contractors. This provision will survive the termination of this Contract.


3. Termination. If Purchaser determines, in Purchaser's sole discretion, no matter how arbitrary, that the Property is not satisfactory or is not suitable for Purchaser's intended use or purpose, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the last day of the Inspection Period, in which case the Earnest Money will be returned to Purchaser.

4. Acceptance. If Purchaser does not properly and timely terminate this Contract before the expiration of the Inspection Period (or if Purchaser accepts the Property in writing) then Purchaser will be deemed to have waived all objections to the Property, except for any title objections that may be outstanding pursuant to Section 6 (Review of Survey and Title) of this Contract. In that event, except as may be expressly stated otherwise in this Contract, Purchaser agrees to purchase the Property in its current "AS IS" condition without any further representations of Seller, this Contract will continue in full force and effect, and the parties shall proceed to the Closing. This provision does not, however, limit or invalidate any express representations Seller has made in this Contract.

5. Reimbursement. If Seller defaults and Purchaser does not elect to enforce specific performance of this Contract, then Seller shall reimburse Purchaser for Purchaser's actual, out-of-pocket expenses paid by Purchaser to independent third parties in connection with this Contract including, but not limited to, reasonable fees and expenses for engineering assessments, environmental assessments, architectural plans, surveys and legal work (but excluding any indirect, punitive or consequential damages, such as a claim for lost profits) in an amount not to exceed \$100.00.

6. Restoration. If the transaction described in this Contract does not close through no fault of Seller, and the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense.

Seller's Initials 

Purchaser's Initials 

7. **Insurance.** Before entering the Property, Purchaser shall provide Seller with a certificate of insurance naming Seller as an additional insured and evidencing that Purchaser has in place comprehensive general liability insurance (with policy limits of at least \$1,000,000/\$2,000,000, automobile liability insurance (owned and hired))(with policy limits of at least \$1,000,000), workers compensation insurance (to the extent required by law), and employer liability insurance (accident and disability)(with policy limits of at least \$1,000,000). Such insurance shall (a) specifically cover the liability assumed by Purchaser under this Contract, and (b) be primary and noncontributory with any insurance carried by Seller.

Seller and Purchaser each agree to have their respective insurers waive any rights of subrogation that such companies may have against the other party. Purchaser hereby waives any right that Purchaser may have against Seller and Seller hereby waives any right that Seller may have against Purchaser as a result of any loss or damage to the extent such loss or damage is insurable under such policies.

Seller's Initials



Purchaser's Initials



ADDENDUM F TO COMMERCIAL CONTRACT OF SALE

ADDITIONAL PROVISIONS

Property: Approximately 556.95-acres in Denton County, Texas

The provisions of this Addendum F will control in the case of a conflict with any other provisions of this Contract of Sale.

1. **Entitlements.** Purchaser intends to subdivide and develop the Property as a residential community, which will require (i) obtaining various approvals from the City of Denton (in whose extraterritorial jurisdiction the Property is located) and Denton County, including approval of a General Plan of Development and a Preliminary Plat, as well as variances for street width and lot sizing; and (ii) securing water utility service, and wastewater disposal. The viability of Purchaser's development plan depends on the Texas Commission of Environmental Quality (TCEQ) approving the creation of a Municipal Utility District (MUD) for the Property, and possibly a Wastewater Discharge Plant. Purchaser's development plan may also require a Letter of Map Revision (LOMR) from the U.S. Army Corp or Engineers with respect to existing FEMA 100-year flood map of the Property. Seller agrees at no cost, expense or liability to Seller to approve, such approval not to be unreasonably withheld, conditioned or delayed, and to join as owner in any application process contemplated in this Paragraph. Unless Purchaser elects to terminate this Contract during the Inspection Period, Purchaser shall exercise commercially reasonable efforts to obtain all necessary development approvals. No final zoning of the Property or replatting of the Property shall be approved and finalized prior to Closing without the express written consent of Seller unless such zoning and/or replatting may be reversed or changed by Seller within a reasonable period of time in the event Purchaser fails to close or otherwise terminates this Contract. Purchaser shall take no action prior to the Closing to affect the special use valuation and shall indemnify and hold Seller harmless from all costs, expenses

(including attorney's fees) and liability in the event such special use valuation for the Property is terminated or cancelled due to any acts or actions of Seller. The foregoing shall survive the Closing or termination of this Contract.

2. Closing. Closing will be on or before thirty (30) days after expiration of the Inspection Period; provided, however, that if prior to expiration of the Inspection Period, Purchaser has applied to the City of Denton for Preliminary Plat approval and to TCEQ for approval of the MUD creation and Wastewater Discharge Permit (if necessary), Purchaser shall have the right to extend the Closing on the following terms and conditions: Purchaser may extend the Closing during the pendency of such applications (but not after the approval of such applications) for up to six (6) successive thirty (30) day periods by paying \$5,000.00 additional Earnest Money to Seller for each such extension, the first such payment (for the first such 30-day extension) to be made on or before the thirtieth (30th) day after the expiration of the Inspection Period, and subsequent payments (for up to five (5) additional 30-day extensions) to be made on or before thirty (30) days after the due date of the first such extension payment, or the due date of the prior extension payment as applicable. Each such \$5,000.00 additional Earnest Money payment made by Purchaser shall not be refundable to Purchaser, except in the event of a default by Seller, but shall be applicable to the Purchaser Price. Seller shall not be required to account for interest on said additional Earnest Money Deposits.

3. Additional Extensions. If the applications for Preliminary Plat approval or MUD approval or Wastewater Discharge Permit (if necessary) or any of them shall still be pending as of the expiration of the last of the six (6) extensions described in Paragraph 2 above, Purchaser shall have the right to extend the Closing during the pendency of such applications for up to six (6) additional thirty (30) day periods (so long as the applications or any of them are still pending)

by paying \$10,000.00 additional Earnest Money to Seller for each extension, the first such payment to be made on or before the thirtieth (30th) day after the due date of the payment for the last of the 30-day extensions provided in Paragraph 2, and subsequent payments (for up to five (5) additional 30-day extensions) by paying \$10,000.00 additional Earnest Money to Seller for each such extension. Each such \$10,000.00 additional Earnest Money payment made by Purchaser shall not be refundable to Purchaser, except in the event of a default by Seller, but shall be applicable to the Purchaser Price. Seller shall not be required to account for interest on said additional Earnest Money Deposits.

4. **Mineral Estate: Surface Use Limitations.** Any mineral rights owned by Seller are not included in this sale, and shall be reserved by Seller in the Deed to be executed at Closing; provided, however, that such reservation shall be accompanied by a waiver of surface rights, i.e., solely with respect to such reserved mineral right, Seller shall waive any right to go upon the land or disturb the surface of the land for any purposes related to the exploitation of the minerals. Such waiver shall not, however, be effective with respect to the existing mineral lessee pursuant to the existing mineral lease which governs the mineral lessee's right to use or disturb the surface of the Property. During the Inspection Period and thereafter, Seller will reasonably cooperate with Purchaser at no cost, expense or liability to Seller in Purchaser's efforts to obtain from the owners of any portion of the mineral estate in the Property that is not presently owned by Seller (including lessees of the mineral estate) agreements waiving their rights to use or disturb the surface of the Property in connection with the exploitation of the mineral estate, except within designated drill site easements (including for existing well sites), and pipeline and access easements, including, if necessary, an agreement to relocate any existing gathering lines that interfere with Purchaser's development plan. In the event Purchaser is unable to obtain the



necessary waiver from the mineral lease prior to the expiration of the initial Inspection Period, Purchaser's sole remedy is to terminate this Contract by the end of the initial Inspection Period; however, if Purchaser fails to timely terminate this Contract, Purchaser shall be deemed to have waived the foregoing waiver from mineral lessee.

5. Leases. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser copies of any agricultural leases and, to the extent in Seller's possession, mineral leases affecting the Property, including any existing surface use agreements.

6. Inspection Reports, Etc. Purchaser shall deliver to Seller copies of any surveys, environmental assessments, geotechnical studies, and engineering reports obtained by Purchaser, such copies to be delivered by Purchaser to Seller with ten (10) days after Purchaser's receipt of same.

7. "AS IS". EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE CONTRACT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, PHYSICAL OR ENVIRONMENTAL CONDITIONS, ZONING, THE VALUE, CONDITION, MERCHANTABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANT IN PURCHASING THE PROPERTY. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS PURCHASER DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND ZONING COMPLIANCE, AND SHALL RELY UPON SAME. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES, IF ANY, EXPRESSLY SET FORTH IN THE CONTRACT, THERE ARE NO WARRANTIES OR REPRESENTATIONS, PERTAINING TO OR AFFECTING THE PROPERTY BY SELLER,

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[Signature]

ANY AGENT OF SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISION OF ANY CLOSING DOCUMENTS AND SHALL BE INCORPORATED INTO THE DEED DELIVERED BY SELLER AT CLOSING. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

Handwritten signature and initials in black ink, consisting of a circular mark and a long horizontal stroke.



July 8th, 2024

Texas Commission on Environmental Quality
Water Quality Division
Applications Review and Processing Team (MC148)
P.O. Box 13087
Austin, Texas 78711-3087

RE: *NOD Response for the Minor Amendment with Permit Renewal Application for the Denton County MUD 16 Wastewater Treatment Facility (WQ0015920001, RN111100756)*

Dear Water Quality Team:

This letter serves to transmit the NOD Response for the Denton County MUD 16 Wastewater Treatment Facility Minor Amendment with Permit Renewal.

The NOD Response follows this letter with the following attachments:

1. Permit Contact Address and Billing Contact Address Verification
2. Public Viewing Information
4. Spanish NORI (Word Document Attachment)

If you have any questions regarding this project, please contact me at 817-349-2829.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.
Texas Firm No. 928

A handwritten signature in black ink, appearing to read "Andrew Kanewske".

Andrew Kanewske, P.E. (Texas License No. 145305)

1. Permit Contact Address and Billing Contact Address Verification:
 - Administrative Report 1.0, Section 5 and Section 6: The Permit Contact address and Billing Contact address has been updated to 2925 Country Club Rd. Ste. 106, Denton, Texas 76210.
2. Public Viewing Information:
 - Administrative Report 1.0, Section 8, Item D: The Public Viewing location will be Krum Public Library, 815 E McCart St, Krum, Texas 76249.
3. The included portion of the NORI is acceptable and does not include any errors or omissions.
4. Spanish NORI (See Word Document Attachment)

Attachment A
Administrative Report 1.0
Sections 5, 6, and 8

legal documents forming the entity.)

If the co-applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?
You may search for your CN on the TCEQ website at: <http://www15.tceq.texas.gov/crpub/>

CN: N/A

What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in 30 TAC § 305.44.

Prefix: N/A

Last Name, First Name: N/A

Title: N/A

Credential: N/A

Provide a brief description of the need for a co-permittee: N/A

C. Core Data Form

Complete the Core Data Form for each customer and include as an attachment. If the customer type selected on the Core Data Form is **Individual**, complete **Attachment 1** of Administrative Report 1.0. Attachment C – TCEQ Core Data Form

Section 4. Application Contact Information (Instructions Page 27)

This is the person(s) TCEQ will contact if additional information is needed about this application. Provide a contact for administrative questions and technical questions.

A. Prefix: Mr.

Last Name, First Name: Shelton, Brad

Title: General Partner

Credential: N/A

Organization Name: VS Development LLC

Mailing Address: 2925 Country Club Rd, Ste. 106 City, State, Zip Code: Denton, TX 76210

Phone No.: 817-996-2746 E-mail Address: bradshelton@sheltonent.com

Check one or both: ☒ Administrative Contact ☐ Technical Contact

B. Prefix: Mr.

Last Name, First Name: Kanewske, Andrew

Title: Professional Engineer

Credential: P.E.

Organization Name: Kimley-Horn

Mailing Address: 801 Cherry St, Ste. 1300, Unit 11 City, State, Zip Code: Fort Worth, Tx 76102

Phone No.: 817-349-2829 E-mail Address: andrew.kanewske@kimley-horn.com

Check one or both: ☐ Administrative Contact ☒ Technical Contact

Section 5. Permit Contact Information (Instructions Page 27)

Provide the names and contact information for two individuals that can be contacted throughout the permit term.

A. Prefix: Mr.

Last Name, First Name: Shelton, Brad

Title: General Partner

Credential: N/A

Organization Name: VS Development LLC

Mailing Address: 2925 Country Club Rd, Ste. 106 City, State, Zip Code: Denton, TX 76210

Phone No.: 817-996-2746

E-mail Address: bradshelton@sheltonent.com

B. Prefix: Mr.

Last Name, First Name: Vose, Chad

Title: President

Credential: N/A

Organization Name: Southwest Federated North Texas LP

Mailing Address: 8214 Westchester Drive, Ste. 635 City, State, Zip Code: Dallas, TX 75255

Phone No.: 214-674-9570

E-mail Address: N/A

Section 6. Billing Contact Information (Instructions Page 27)

The permittee is responsible for paying the annual fee. The annual fee will be assessed to permits ***in effect on September 1 of each year***. The TCEQ will send a bill to the address provided in this section. The permittee is responsible for terminating the permit when it is no longer needed (using form TCEQ-20029).

Prefix: Mr.

Last Name, First Name: Shelton, Brad

Title: General Partner

Credential: N/A

Organization Name: VS Development LLC

Mailing Address: 2925 Country Club Rd, Ste. 106 City, State, Zip Code: Denton, TX 76210

Phone No.: 817-996-2746

E-mail Address: bradshelton@sheltonent.com

Section 7. DMR/MER Contact Information (Instructions Page 27)

Provide the name and complete mailing address of the person delegated to receive and submit Discharge Monitoring Reports (DMR) (EPA 3320-1) or maintain Monthly Effluent Reports (MER).

Prefix: Mr.

Last Name, First Name: Bond, Patrick

Title: General Partner

Credential: N/A

Organization Name: Inframark

Mailing Address: 2002 W. Grand Pkwy Ste 100 City, State, Zip Code: Katy, TX 77449

Phone No.: 281-505-0452

E-mail Address: Patrick.bond@inframark.com

Section 8. Public Notice Information (Instructions Page 27)

A. Individual Publishing the Notices

Prefix: Mr.

Last Name, First Name: Kanewske, Andrew

Title: Professional Engineer

Credential: P.E.

Organization Name: Kimley-Horn

Mailing Address: 801 Cherry St, Ste. 1300, Unit 11 City, State, Zip Code: Fort Worth, TX 76102

Phone No.: 817-349-2829

E-mail Address: andrew.kanewske@kimley-horn.com

B. Method for Receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package

Indicate by a check mark the preferred method for receiving the first notice and instructions:

☒ E-mail Address

☐ Fax

☒ Regular Mail

C. Contact permit to be listed in the Notices

Prefix: Mr.

Last Name, First Name: Kanewske, Andrew

Title: Professional Engineer

Credential: P.E.

Organization Name: Kimley-Horn

Mailing Address: 801 Cherry St, Ste. 1300, Unit 11 City, State, Zip Code: Fort Worth, TX 76102

Phone No.: 817-349-2829

E-mail Address: andrew.kanewske@kimley-horn.com

D. Public Viewing Information

If the facility or outfall is located in more than one county, a public viewing place for each county must be provided.

Public building name: Krum Public Library

Location within the building: N/A

Physical Address of Building: 815 E McCart St

City: Krum

County: Denton

Contact (Last Name, First Name): Pierce, Donna

Phone No.: 940-482-3455 Ext.: N/A

E. Bilingual Notice Requirements

This information **is required** for **new, major amendment, minor amendment or minor modification, and renewal** applications.

This section of the application is only used to determine if alternative language notices will be needed. Complete instructions on publishing the alternative language notices will be in your public notice package.

Please call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine whether an alternative language notices are required.

1. Is a bilingual education program required by the Texas Education Code at the elementary or middle school nearest to the facility or proposed facility?

☒ Yes

☐ No

If **no**, publication of an alternative language notice is not required; **skip to** Section 9 below.

2. Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?

☒ Yes

☐ No

Attachment B

Spanish NORI

Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

PERMISO NO. WQ0015920001

SOLICITUD. VS Development, LLC, 2925 Country Club Road, Suite 106, Denton, Texas 76210, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0015920001 (EPA I.D. No. TX 0140571) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 750,000 galones por día. La planta está ubicada aproximadamente 0.77 millas al oeste de la intersección Farm-to-Market Road 156 y U.S. Highway 380 en el Condado de Denton, Texas. La ruta de descarga es del sitio de la planta a South Hickory Creek; de allí a Hickory Creek; de allí a Lewisville Lake. La TCEQ recibió esta solicitud el 20 de Junio, 2024. La solicitud para el permiso estará disponible para leerla y copiarla en Krum Public Library, 815 E McCart St, Krum, Texas 76249 antes de la fecha de publicación de este aviso en el periódico. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.262222,33.234722&level=18>

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar **comentarios públicos o pedir una reunión pública sobre esta solicitud.** El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida**

directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios. Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas de correos siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

CONTACTOS E INFORMACIÓN A LA AGENCIA. Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía

<http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional de VS Development, LLC a la dirección indicada arriba o llamando a Sr. Andrew Kanewske, P.E., Kimley-Horn, al 817-349-2829.

Fecha de emission:

Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

PERMISO NO. WQ0015920001

SOLICITUD. VS Development, LLC, 2925 Country Club Road, Suite 106, Denton, Texas 76210, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0015920001 (EPA I.D. No. TX 0140571) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 750,000 galones por día. La planta está ubicada aproximadamente 0.77 millas al oeste de la intersección Farm-to-Market Road 156 y U.S. Highway 380 en el Condado de Denton, Texas. La ruta de descarga es del sitio de la planta a South Hickory Creek; de allí a Hickory Creek; de allí a Lewisville Lake. La TCEQ recibió esta solicitud el 20 de Junio, 2024. La solicitud para el permiso estará disponible para leerla y copiarla en Krum Public Library, 815 E McCart St, Krum, Texas 76249 antes de la fecha de publicación de este aviso en el periódico. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.262222,33.234722&level=18>

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar **comentarios públicos o pedir una reunión pública sobre esta solicitud.** El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida**

directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios. Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas de correos siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

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<http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional de VS Development, LLC a la dirección indicada arriba o llamando a Sr. Andrew Kanewske, P.E., Kimley-Horn, al 817-349-2829.

Fecha de emission:

Re: Application to Renew Permit No. WQ0015920001 - Notice of Deficiency Letter

Savannah Jackson <Savannah.Jackson@tceq.texas.gov>

Mon 7/15/2024 10:10 AM

To: Leeper, Jonathan <Jonathan.Leeper@kimley-horn.com>; Kanewske, Andrew <Andrew.Kanewske@kimley-horn.com>; bradshelton@sheltonent.com <bradshelton@sheltonent.com>
Cc: Erwin Madrid <Erwin.Madrid@tceq.texas.gov>; Sandoval, Paulina <Paulina.Sandoval@kimley-horn.com>

Great, thank you for the quick response! I will work on getting this administratively complete.

Thanks,



Savannah Jackson
Texas Commission on Environmental Quality
Water Quality Division
512-239-4306
savannah.jackson@tceq.texas.gov

From: Leeper, Jonathan <Jonathan.Leeper@kimley-horn.com>
Sent: Monday, July 15, 2024 9:59 AM
To: Savannah Jackson <Savannah.Jackson@tceq.texas.gov>; Kanewske, Andrew <Andrew.Kanewske@kimley-horn.com>; bradshelton@sheltonent.com <bradshelton@sheltonent.com>
Cc: Erwin Madrid <Erwin.Madrid@tceq.texas.gov>; Sandoval, Paulina <Paulina.Sandoval@kimley-horn.com>
Subject: RE: Application to Renew Permit No. WQ0015920001 - Notice of Deficiency Letter

Of course! Here is the word document for the Spanish NORI.

Best,

Jonathan (he/him)

Jonathan Leeper, EIT**Kimley-Horn** | 801 Cherry Street, Suite 1300, Fort Worth, TX 76102

Main: 817 335 6511 | Direct: 817 339 2242

Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

From: Savannah Jackson <Savannah.Jackson@tceq.texas.gov>
Sent: Monday, July 15, 2024 9:57 AM
To: Leeper, Jonathan <Jonathan.Leeper@kimley-horn.com>; Kanewske, Andrew <Andrew.Kanewske@kimley-horn.com>; bradshelton@sheltonent.com
Cc: Erwin Madrid <Erwin.Madrid@tceq.texas.gov>; Sandoval, Paulina <Paulina.Sandoval@kimley-horn.com>
Subject: Re: Application to Renew Permit No. WQ0015920001 - Notice of Deficiency Letter

Some people who received this message don't often get email from savannah.jackson@tceq.texas.gov. [Learn why this is important](#)

Good Morning,

Could you please send me the Spanish NORI Word Document?

Thanks,



Savannah Jackson
Texas Commission on Environmental Quality
Water Quality Division
512-239-4306
savannah.jackson@tceq.texas.gov

From: Leeper, Jonathan <Jonathan.Leeper@kimley-horn.com>
Sent: Monday, July 8, 2024 9:59 AM
To: Kanewske, Andrew <Andrew.Kanewske@kimley-horn.com>; Savannah Jackson <Savannah.Jackson@tceq.texas.gov>; bradshelton@sheltonent.com <bradshelton@sheltonent.com>
Cc: Erwin Madrid <Erwin.Madrid@tceq.texas.gov>; Sandoval, Paulina <Paulina.Sandoval@kimley-horn.com>
Subject: RE: Application to Renew Permit No. WQ0015920001 - Notice of Deficiency Letter

Savannah,

Attached is the NOD response for Permit No. WQ0015920001. Let us know if you have any more questions or if there is anything else that you need from us.

Best,

Jonathan (he/him)

Jonathan Leeper, EIT**Kimley-Horn** | 801 Cherry Street, Suite 1300, Fort Worth, TX 76102

Main: 817 335 6511 | Direct: 817 339 2242

Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

From: Kanewske, Andrew <Andrew.Kanewske@kimley-horn.com>
Sent: Friday, June 28, 2024 4:46 PM
To: Savannah Jackson <Savannah.Jackson@tceq.texas.gov>; bradshelton@sheltonent.com

Cc: Erwin Madrid <Erwin.Madrid@tceq.texas.gov>; Leeper, Jonathan <Jonathan.Leeper@kimley-horn.com>; Sandoval, Paulina <Paulina.Sandoval@kimley-horn.com>
Subject: RE: Application to Renew Permit No. WQ0015920001 - Notice of Deficiency Letter

Savannah,

Thanks for sending this over! We'll get a response made up and sent back your way before 7/12.

Best,

Andrew Kanewske, PE

Kimley-Horn | 801 Cherry Street, Suite 1300, Unit 11, Fort Worth, TX 76102

Direct: 817 349 2829 | Mobile: 817 897 3341

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | Kimley-Horn.com

Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

From: Savannah Jackson <Savannah.Jackson@tceq.texas.gov>

Sent: Friday, June 28, 2024 1:38 PM

To: bradshelton@sheltonent.com

Cc: Kanewske, Andrew <Andrew.Kanewske@kimley-horn.com>; Erwin Madrid <Erwin.Madrid@tceq.texas.gov>

Subject: Application to Renew Permit No. WQ0015920001 - Notice of Deficiency Letter

You don't often get email from savannah.jackson@tceq.texas.gov. [Learn why this is important](#)

Dear Mr. Brad Shelton,

The attached Notice of Deficiency letter sent on June 28, 2024, requests additional information needed to declare the application administratively complete. Please send the complete response to my attention by July 12, 2024.

Thank you,



Savannah Jackson

Texas Commission on Environmental Quality

Water Quality Division

512-239-4306

savannah.jackson@tceq.texas.gov