



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

Summary of Application (in plain language) Template and Instructions for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

Applicants should use this template to develop a plain language summary of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how you will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements. After filling in the information for your facility delete these instructions.

If you are subject to the alternative language notice requirements in 30 TAC Section 39.426, **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

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.

Paloma LB Loving, LLC (CNXXXXXXXXXX) proposes to operate Paloma Services Loving County WWTP (RNXXXXXXXXXX), a municipal wastewater treatment plant. The facility will be located at approximately 618 linear feet South-East of RM 652 and Private Rd 3021 intersection, in Orla, Loving County, Texas 79754. New permit to treat and discharge an average daily flow of less than 0.150 MGD.

Discharges from the facility are expected to contain phosphorus, chloride, nitrate, ammonia, and some trace metals. Treated wastewater will be treated by an extended aeration activated sludge packed treatment plant consisting of headworks, pumps, screening devices, aeration basin(s), clarifier(s), digester(s), and chlorination basin(s).

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

AGUAS RESIDUALES DOMESTICAS /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.

Paloma LB Loving, LLC (CNXXXXXXXXXX) propone operar Paloma Services Loving County WWTP (RNXXXXXXXX), una planta de tratamiento de aguas residuales. La instalación estará ubicada en aproximadamente 618 pies al sur-este de la intersección entre las calles RM 652 y Private Rd 3021, en Orla, Condado de Loving, Texas 79754. Un nuevo permiso para tratar y vertir un flujo promedio menor a 0.150 MGD.

Se espera que las descargas de la instalación contengan Fósforo, cloruro, nitrato, amoníaco y algunos metales traza. Las aguas residuales tratadas. estará tratado por una planta de tratamiento compacta de lodos activados con aireación prolongada, que constará de pretratamiento, bombas, dispositivos de cribado, tanque(s) de aireación, clarificador(es), digestor(es) y tanque(s) de cloración..

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



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

PROPOSED PERMIT NO. WQ0016828001

APPLICATION. Paloma LB Loving, LLC, 2000 Bering Drive, Suite 401, Houston, Texas 77057, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016828001 (EPA I.D. No. TX0148008) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 150,000 gallons per day. The domestic wastewater treatment facility will be located approximately 618 feet southeast of the intersection of Private Road 3021 and Ranch-to-Market Road 652, near the city of Orla, in Loving County, Texas 79770. The discharge route will be from the plant site to an unnamed tributary, thence to Upper Pecos River. TCEQ received this application on June 17, 2025. The permit application will be available for viewing and copying at Loving County Courthouse, Administrative Office, 100 Bell Street, Mentone, in Loving 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=-103.7705,31.944722&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.**

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 Paloma LB Loving, LLC at the address stated above or by calling Mr. Craig Gonzalez, P.E., Urban Infrastructure Group, Inc. at 956-405-3337.

Issuance Date: July 21, 2025

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

PERMISO PROPUESTO NO. WQ0016828001

SOLICITUD. Paloma LB Loving, LLC, 2000 Bering Drive, Suite 401, Houston, Texas 77057, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para el propuesto Permiso No. WQ0016828001 (EPA I.D. No. TX 0148008) 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 150,000 galones por día. La planta estará ubicada aproximadamente 618 pies al sureste de la intersección de Private Road 3021 y Ranch-to-Market Road 652, en el Condado de Loving, Texas 79770. La ruta de descarga será desde el sitio de la planta hasta a un afluente sin nombre, de allí al río Upper Pecos. La TCEQ recibió esta solicitud el 17 de junio de 2025. La solicitud para el permiso estará disponible para leerla y copiarla en el Tribunal del Condado de Loving, Oficina Administrativa, 100 Bell Street, Mentone, Condado de Loving, Texas, antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web:

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

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=-103.7705,31.944722&level=18>

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

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.**

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 correos siguientes (1) la lista de correo permanente para recibir los avisos del 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.

INFORMACIÓN DISPONIBLE EN LÍNEA. Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en www.tceq.texas.gov/goto/cid. Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

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 del Paloma LB Loving, LLC a la dirección indicada arriba o llamando a Mr. Craig Gonzalez, P.E., Urban Infrastructure Group, Inc. al (956)405-3337.

Fecha de emisión: el 21 de julio de 2025

Attachment	Number	Status
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Administration Report		
Core Data Form	1	<input checked="" type="checkbox"/>
Plain Language Summary Form	2	<input checked="" type="checkbox"/>
PIP Form	3	<input checked="" type="checkbox"/>
USGS Map	4	<input checked="" type="checkbox"/>
Landowners Map	5	<input checked="" type="checkbox"/>
Landowners List	6	<input checked="" type="checkbox"/>
Landowners List (Avery Format)	6.1	<input checked="" type="checkbox"/>
Original Photographs	7	<input checked="" type="checkbox"/>
Site Map	8	<input checked="" type="checkbox"/>
Buffer Zone Map	8.1	<input checked="" type="checkbox"/>
SPIF	9	<input checked="" type="checkbox"/>
USGS Map (spif)	9.1	<input checked="" type="checkbox"/>
Lease Agreement	10	<input type="checkbox"/>
Fee Payment Receipt/Check Info	11	<input checked="" type="checkbox"/>

Core Data Form	1	<input checked="" type="checkbox"/>
Plain Language Summary Form	2	<input checked="" type="checkbox"/>
PIP Form	3	<input checked="" type="checkbox"/>
USGS Map	4	<input checked="" type="checkbox"/>
Landowners Map	5	<input checked="" type="checkbox"/>
Landowners List	6	<input checked="" type="checkbox"/>
Landowners List (Avery Format)	6.1	<input checked="" type="checkbox"/>
Original Photographs	7	<input checked="" type="checkbox"/>
Site Map	8	<input checked="" type="checkbox"/>
Buffer Zone Map	8.1	<input checked="" type="checkbox"/>
SPIF	9	<input checked="" type="checkbox"/>
USGS Map (spif)	9.1	<input checked="" type="checkbox"/>
Lease Agreement	10	<input type="checkbox"/>
Fee Payment Receipt/Check Info	11	<input checked="" type="checkbox"/>

Technical Report		
Treatment Process	12	<input checked="" type="checkbox"/>
Treatment Units	13	<input checked="" type="checkbox"/>
Flow Diagram	14	<input checked="" type="checkbox"/>
Site Map	15	<input checked="" type="checkbox"/>
Design Calculations	16	<input checked="" type="checkbox"/>
Wind Rose	17	<input checked="" type="checkbox"/>
Solids Management Plan	18	<input checked="" type="checkbox"/>

Treatment Process	12	<input checked="" type="checkbox"/>
Treatment Units	13	<input checked="" type="checkbox"/>
Flow Diagram	14	<input checked="" type="checkbox"/>
Site Map	15	<input checked="" type="checkbox"/>
Design Calculations	16	<input checked="" type="checkbox"/>
Wind Rose	17	<input checked="" type="checkbox"/>
Solids Management Plan	18	<input checked="" type="checkbox"/>

Reclaim Water Production Authorization		
Site Map	19	<input checked="" type="checkbox"/>
Site Map w/ Buffers	19.1	<input checked="" type="checkbox"/>
USGS Map	20	<input checked="" type="checkbox"/>
Vouchers	21	<input checked="" type="checkbox"/>

Site Map	19	<input checked="" type="checkbox"/>
Site Map w/ Buffers	19.1	<input checked="" type="checkbox"/>
USGS Map	20	<input checked="" type="checkbox"/>
Vouchers	21	<input checked="" type="checkbox"/>

Domestic Reuse Application		
Core Data Form	22	<input checked="" type="checkbox"/>
Service Area Map/Buffer Map	23	<input checked="" type="checkbox"/>
Site Map	24	<input checked="" type="checkbox"/>

Core Data Form	22	<input checked="" type="checkbox"/>
Service Area Map/Buffer Map	23	<input checked="" type="checkbox"/>
Site Map	24	<input checked="" type="checkbox"/>



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

DOMESTIC WASTEWATER PERMIT APPLICATION CHECKLIST

Complete and submit this checklist with the application.

APPLICANT NAME: Paloma LB Loving LLC

PERMIT NUMBER (If new, leave blank): WQ00 Click to enter text.

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 checked="" type="checkbox"/>	<input type="checkbox"/>
SPIF	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landowner Disk or Labels	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Core Data Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Buffer Zone Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Summary of Application (PLS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flow Diagram	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Involvement Plan Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Drawing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Technical Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Technical Report 1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 2.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solids Management Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 2.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Balance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.0	<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 checked="" 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 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:

Check/Money Order Amount:

Name Printed on Check:

EPAY Voucher Number:

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 Water 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: [Click to enter text.](#)

f. For existing permits:

Permit Number: WQ00 [Click to enter text.](#)

EPA I.D. (TPDES only): TX [Click to enter text.](#)

Expiration Date: [Click to enter text.](#)

Section 3. Facility Owner (Applicant) and Co-Applcant 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?

Paloma LB Loving 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: [Click to enter text.](#)

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: Epley, Alex

Title: Managing Member

Credential: [Click to enter text.](#)

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?

[Click to enter text.](#)

(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: Click to enter text.

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: Click to enter text.

Last Name, First Name: Click to enter text.

Title: Click to enter text.

Credential: Click to enter text.

Provide a brief description of the need for a co-permittee: Click to enter text.

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 No. 1

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: Epley, Alex
Title: Managing Member Credential: Click to enter text.
Organization Name: Paloma LB Loving LLC
Mailing Address: 2000 Bering Dr., STE 401 City, State, Zip Code: Houston, TX 77057
Phone No.: 713-876-9050 E-mail Address: Alex.Epley@PalomaServices.com
Check one or both: ☒ Administrative Contact ☐ Technical Contact
- B. Prefix: Mr. Last Name, First Name: Gonzalez, Craig
Title: Principal Credential: P.E.
Organization Name: Urban Infrastructure Group, LLC
Mailing Address: 260 S. Texas Blvd. STE 403 City, State, Zip Code: Weslaco, TX, 78596
Phone No.: (956)405-3337 E-mail Address: cgonzalez@uigtexas.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: Epley, Alex
Title: Managing Member Credential: Click to enter text.
Organization Name: Paloma LB Loving LLC
Mailing Address: 2000 Bering Dr., STE 401 City, State, Zip Code: Houston, TX, 77057
Phone No.: (713)876-9050 E-mail Address: Alex.Epley@PalomaServices.com

B. Prefix: Mr. Last Name, First Name: Gonzalez, Craig
Title: Principal Credential: P.E.
Organization Name: Urban Infrastructure Group
Mailing Address: 260 S. Texas Blvd. STE 403 City, State, Zip Code: Weslaco, TX, 78596
Phone No.: (956)405-3337 E-mail Address: cgonzalez@uigtexas.com

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: Epley, Alex
Title: Managing Member Credential: Click to enter text.
Organization Name: Paloma LB Loving LLC
Mailing Address: 2000 Bering Dr., STE 401 City, State, Zip Code: Houston, TX, 77057
Phone No.: (713)876-9050 E-mail Address: Alex.Epley@PalomaServices.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: Epley, Alex
Title: Managing Member Credential: Click to enter text.
Organization Name: Paloma LB Loving LLC
Mailing Address: 2000 Bering Dr., STE 401 City, State, Zip Code: Houston, TX, 77057
Phone No.: (713)876-9050 E-mail Address: Alex.Epley@PalomaServices.com

Section 8. Public Notice Information (Instructions Page 27)

A. Individual Publishing the Notices

Prefix: Mr. Last Name, First Name: Gonzalez, Craig
Title: Principal Credential: Click to enter text.
Organization Name: Urban Infrastructure Group
Mailing Address: 260 S. Texas Blvd. STE 403 City, State, Zip Code: Weslaco, TX, 78596
Phone No.: (956)405-3337 E-mail Address: cgonzalez@uigtexas.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: Gonzalez, Craig

Title: Principal

Credential: P.E.

Organization Name: Urban Infrastructure Group, INC.

Mailing Address: 260 S. Texas Blvd. STE 403 City, State, Zip Code: Weslaco, TX, 78596

Phone No.: (956)405-3337

E-mail Address: cgonzalez@uigtexas.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: Loving County Court House

Location within the building: Administrative Office

Physical Address of Building: 100 Bell St

City: Mentone, TX, 79754

County: Loving

Contact (Last Name, First Name): Carr, Mozelle

Phone No.: (432)309-9500 Ext.: 6

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. Summary of Application in Plain Language Template

Complete the F. Summary of Application in Plain Language Template (TCEQ Form 20972), also known as the plain language summary or PLS, and include as an attachment.

Attachment: Attachment 2

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: Attachment 3

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 Click to enter text.

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):

Paloma Services Loving County WWTP

C. Owner of treatment facility: Paloma LB Loving LLC

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

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

Prefix: Mr. Last Name, First Name: Epley, Alex

Title: Managing Member Credential: Click to enter text.

Organization Name: Paloma LB Loving LLC

Mailing Address: 2000 Bering Dr., STE 401 City, State, Zip Code: Houston, TX, 77057

Phone No.: (713)876-9050 E-mail Address: Alex.Epley@PalomaServices.com

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 10 (PENDING)

E. Owner of effluent disposal site:

Prefix: [Click to enter text.](#)

Last Name, First Name: [Click to enter text.](#)

Title: [Click to enter text.](#)

Credential: [Click to enter text.](#)

Organization Name: [Click to enter text.](#)

Mailing Address: [Click to enter text.](#)

City, State, Zip Code: [Click to enter text.](#)

Phone No.: [Click to enter text.](#)

E-mail Address: [Click to enter text.](#)

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: [Click to enter text.](#)

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

Prefix: [Click to enter text.](#)

Last Name, First Name: [Click to enter text.](#)

Title: [Click to enter text.](#)

Credential: [Click to enter text.](#)

Organization Name: [Click to enter text.](#)

Mailing Address: [Click to enter text.](#)

City, State, Zip Code: [Click to enter text.](#)

Phone No.: [Click to enter text.](#)

E-mail Address: [Click to enter text.](#)

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: [Click to enter text.](#)

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:

New Permit – Facility approximate location – south of the intersection of RM 652 and Private Rd 3021, approximately 11,896 LF South-West from the intersection of RM 652 and Co Rd 300

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:

(31.9359428, -103.7644949) Effluent will be discharged approximately 4,200 LF South-East of property location into an unnamed existing segment thence to the Pecos River

City nearest the outfall(s): Orla

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

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: [Click to enter text.](#)

- 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: [Click to enter text.](#)

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:

[Click to enter text.](#)

- B. City nearest the disposal site: [Click to enter text.](#)

- C. County in which the disposal site is located: [Click to enter text.](#)

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

[Click to enter text.](#)

- E. For **TLAPs**, please identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: [Click to enter text.](#)

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.

[Click to enter text.](#)

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: [Click to enter text.](#)

D. Do you owe any fees to the TCEQ?

☐ Yes ☒ No

If **yes**, provide the following information:

Account number: [Click to enter text.](#)

Amount past due: [Click to enter text.](#)

E. Do you owe any penalties to the TCEQ?

☐ Yes ☒ No

If **yes**, please provide the following information:

Enforcement order number: [Click to enter text.](#)

Amount past due: [Click to enter text.](#)

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.

(Lease Pending)

☐ Attachment 1 for Individuals as co-applicants

☐ Other Attachments. Please specify: [Click to enter text.](#)

Section 14. Signature Page (Instructions Page 34)

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

Permit Number: Click to enter text.

Applicant: Paloma LB Loving 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): Alex Epley

Signatory title: Managing Member

Signature: _____

(Use blue ink)

Date: _____

6/9/25

Subscribed and Sworn to before me by the said _____

Arthur A. Epley

on this _____

9th

day of _____

June

, 20 _____

25

My commission expires on the _____

7th

day of _____

October

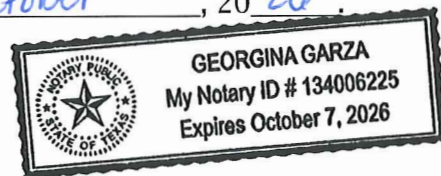
, 20 _____

26

Notary Public

Harris

County, Texas



[SEAL]

DOMESTIC WASTEWATER PERMIT APPLICATION ADMINISTRATIVE REPORT 1.0

The following information is required for new and amendment applications.

Section 1. Affected Landowner Information (Instructions Page 36)

- A. Indicate by a check mark that the landowners map or drawing, with scale, includes the following information, as applicable: **(See Attachment No. 5)**
- ☒ The applicant's property boundaries
 - ☒ The facility site boundaries within the applicant's property boundaries
 - ☐ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone
 - ☒ The property boundaries of all landowners surrounding the applicant's property (Note: if the application is a major amendment for a lignite mine, the map must include the property boundaries of all landowners adjacent to the new facility (ponds).)
 - ☒ The point(s) of discharge and highlighted discharge route(s) clearly shown for one mile downstream
 - ☒ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge
 - ☐ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay, estuary, or affected by tides
 - ☐ The boundaries of the effluent disposal site (for example, irrigation area or subsurface drainfield site) and all evaporation/holding ponds within the applicant's property
 - ☐ The property boundaries of all landowners surrounding the effluent disposal site
 - ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners surrounding the applicant's property boundaries where the sewage sludge land application site is located
 - ☐ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (for example, sludge surface disposal site or sludge monofill) is located
- B. ☒ Indicate by a check mark that a separate list with the landowners' names and mailing addresses cross-referenced to the landowner's map has been provided. **(See Attachment No. 6)**
- C. ☒ Indicate by a check mark that the landowners list has also been provided as mailing labels in electronic format (Avery 5160). **(See Attachment No. 6.1)**
- D. Provide the source of the landowners' names and mailing addresses: www.lovingcad.com
- E. As required by *Texas Water Code § 5.115*, is any permanent school fund land affected by this application?
- ☐ Yes ☒ No

If **yes**, provide the location and foreseeable impacts and effects this application has on the land(s):

Click to enter text.

Section 2. Original Photographs (Instructions Page 38)

Provide original ground level photographs. Indicate with checkmarks that the following information is provided. **(See. Attachment No. 7)**

- ☒ At least one original photograph of the new or expanded treatment unit location
- ☒ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- ☐ At least one photograph of the existing/proposed effluent disposal site
- ☐ A plot plan or map showing the location and direction of each photograph

Section 3. Buffer Zone Map (Instructions Page 38)

A. Buffer zone map. Provide a buffer zone map on 8.5 x 11-inch paper with all of the following information. The applicant's property line and the buffer zone line may be distinguished by using dashes or symbols and appropriate labels.

- The applicant's property boundary;
 - The required buffer zone; and
 - Each treatment unit; and
 - The distance from each treatment unit to the property boundaries.
- (See Attachment No. 8.0 & 8.1)**

B. Buffer zone compliance method. Indicate how the buffer zone requirements will be met. Check all that apply.

- ☒ Ownership
- ☐ Restrictive easement
- ☐ Nuisance odor control
- ☐ Variance

C. Unsuitable site characteristics. Does the facility comply with the requirements regarding unsuitable site characteristic found in 30 TAC § 309.13(a) through (d)?

- ☒ Yes ☐ No

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 No. 9

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 ½ x 11 acceptable for Renewals and Amendments)

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

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

Electronic Application Submittal ☒ Yes
(See application submittal requirements on page 23 of the instructions.)

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)

Summary of Application (in Plain Language) ☒ Yes



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 checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)	<input type="checkbox"/> Other	
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN		RN

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)			
<input checked="" type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)					
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>					
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)				<i>If new Customer, enter previous Customer below:</i>	
Paloma LB Loving LLC					
7. TX SOS/CPA Filing Number		8. TX State Tax ID (11 digits)		9. Federal Tax ID	10. DUNS Number (if applicable)
806028761				39-2090610	
11. Type of Customer:		<input checked="" type="checkbox"/> Corporation		<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship		<input type="checkbox"/> Other:	
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 type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" 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:	Alex Epley				
	2000 Bering Dr.,				
	STE 401				
City	Houston	State	TX	ZIP	77057
ZIP + 4					
16. Country Mailing Information (if outside USA)				17. E-Mail Address (if applicable)	
				Alex.Epley@PalomaServices.com	

18. Telephone Number	19. Extension or Code	20. Fax Number (if applicable)
(713) 876-9050		() -

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected, a new permit application is also required.)								
<input checked="" type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)								
Paloma Services Loving County WWTP								
23. Street Address of the Regulated Entity: (No PO Boxes)								
	City		State		ZIP		ZIP + 4	
24. County	Loving							

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

25. Description to Physical Location:	The facility is located at the south corner of the RM 652 and Private Rd 3021 intersection, approximately 11,896 LF South-West from the intersection of RM 652 and Co Rd 300 in Loving County, Texas.							
26. Nearest City					State	Nearest ZIP Code		
Orla					TX	79770		
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>								
27. Latitude (N) In Decimal:					28. Longitude (W) In Decimal:			
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds			
31	56	41.83	103	46	14.31			
29. Primary SIC Code (4 digits)	30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)			
4952			22132					
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)								
Wastewater Treatment								
34. Mailing Address:	Alex Epley							
	2000 Bering Dr., STE 401							
	City	Houston	State	TX	ZIP	77057	ZIP + 4	
35. E-Mail Address:	Alex.Epley@PalomaServices.com							
36. Telephone Number	37. Extension or Code		38. Fax Number (if applicable)					

(713) 876-9050	() -
------------------	-------

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.

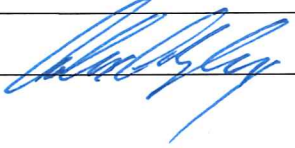
<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review 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:

SECTION IV: Preparer Information

40. Name:	Craig Gonzalez	41. Title:	Principal
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(956) 405-3337		() -	cgonzalez@uigtexas.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:	Paloma LB Loving LLC	Job Title:	Managing Member
Name (In Print):	Alex Epley	Phone:	(713) 876- 9050
Signature:		Date:	6/9/25



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

Summary of Application (in plain language) Template and Instructions for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

Applicants should use this template to develop a plain language summary of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how you will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements. After filling in the information for your facility delete these instructions.

If you are subject to the alternative language notice requirements in 30 TAC Section 39.426, **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

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.

Paloma LB Loving LLC (CNXXXXXXXXXX) proposes to operate Paloma Services Loving County WWTP (RNXXXXXXXXX), a municipal wastewater treatment plant. The facility will be located at the south corner of the RM 652 and Private Rd 3021 intersection, approximately 11,896 LF South-West from the intersection of RM 652 and Co Rd 300 in Loving County, Texas., in Mentone, Loving County, Texas 79754. New permit to treat and discharge an average daily flow less than 0.075 MGD and 0.150 MGD (phase 1 and phase 2).

Discharges from the facility are expected to contain phosphorus, chloride, nitrate, ammonia, and some trace metals. Treated wastewater will be treated by an extended aeration activated sludge packed treatment plant consisting of headworks, pumps, screening devices, aeration basin(s), clarifier(s), digester(s), and chlorination basin(s).

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

AGUAS RESIDUALES DOMESTICAS /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.

Paloma LB Loving LLC (CNXXXXXXXXXX) propone operar Paloma Services Loving County WWTP (RNXXXXXXXXX), una planta de tratamiento de aguas residuales. La instalación estará ubicada en ubicada en la Esquina sur de la intersección entre las calles RM 652 y Private Rd 3021, aproximadamente 11,896 pies al suroeste de la intersección entre RM 652 y Co Rd 300 del condado de Loving, Texas, en Mentone, Condado de Loving, Texas 79754. Un nuevo permiso para tratar y vertir un flujo promedio menor a 0.075 MGD y 0.150 MGD (entre fase 1 y fase 2).

Se espera que las descargas de la instalación contengan Fósforo, cloruro, nitrato, amoníaco y algunos metales traza. Las aguas residuales tratadas. estará tratado por una planta de tratamiento compacta de lodos activados con aireación prolongada, que constará de pretratamiento, bombas, dispositivos de cribado, tanque(s) de aireación, clarificador(es), digestor(es) y tanque(s) de cloración..



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

Section 1. Preliminary Screening

New Permit or Registration Application

New Activity - modification, registration, amendment, facility, etc. (see instructions)

If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.

Section 2. Secondary Screening

Requires public notice,

Considered to have significant public interest, and

Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.
Stop after Section 2 and submit the form.**

Public Involvement Plan not applicable to this application. Provide **brief** explanation.

Section 3. Application Information

Type of Application (check all that apply):

Air	Initial	Federal	Amendment	Standard Permit	Title V
Waste	Municipal Solid Waste	Industrial and Hazardous Waste		Scrap Tire	
	Radioactive Material Licensing			Underground Injection Control	

Water Quality

- Texas Pollutant Discharge Elimination System (TPDES)
- Texas Land Application Permit (TLAP)
- State Only Concentrated Animal Feeding Operation (CAFO)
- Water Treatment Plant Residuals Disposal Permit
- Class B Biosolids Land Application Permit
- Domestic Septage Land Application Registration

Water Rights New Permit

- New Appropriation of Water
- New or existing reservoir

Amendment to an Existing Water Right

- Add a New Appropriation of Water
- Add a New or Existing Reservoir
- Major Amendment that could affect other water rights or the environment

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

City

County

Census Tract

- (a) Percent of people over 25 years of age who at least graduated from high school
- (b) Per capita income for population near the specified location
- (c) Percent of minority population and percent of population by race within the specified location
- (d) Percent of Linguistically Isolated Households by language within the specified location
- (e) Languages commonly spoken in area by percentage
- (f) Community and/or Stakeholder Groups
- (g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

Yes No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

Yes No

If Yes, please describe.

If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.

(c) Will you provide notice of this application in alternative languages?

Yes No

Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.

If yes, how will you provide notice in alternative languages?

Publish in alternative language newspaper

Posted on Commissioner's Integrated Database Website

Mailed by TCEQ's Office of the Chief Clerk

Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

Yes No

(e) If a public meeting is held, will a translator be provided if requested?

Yes No

(f) Hard copies of the application will be available at the following (check all that apply):

TCEQ Regional Office

TCEQ Central Office

Public Place (specify)

Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

Will you provide notice of this application, including notice in alternative languages?

Yes No

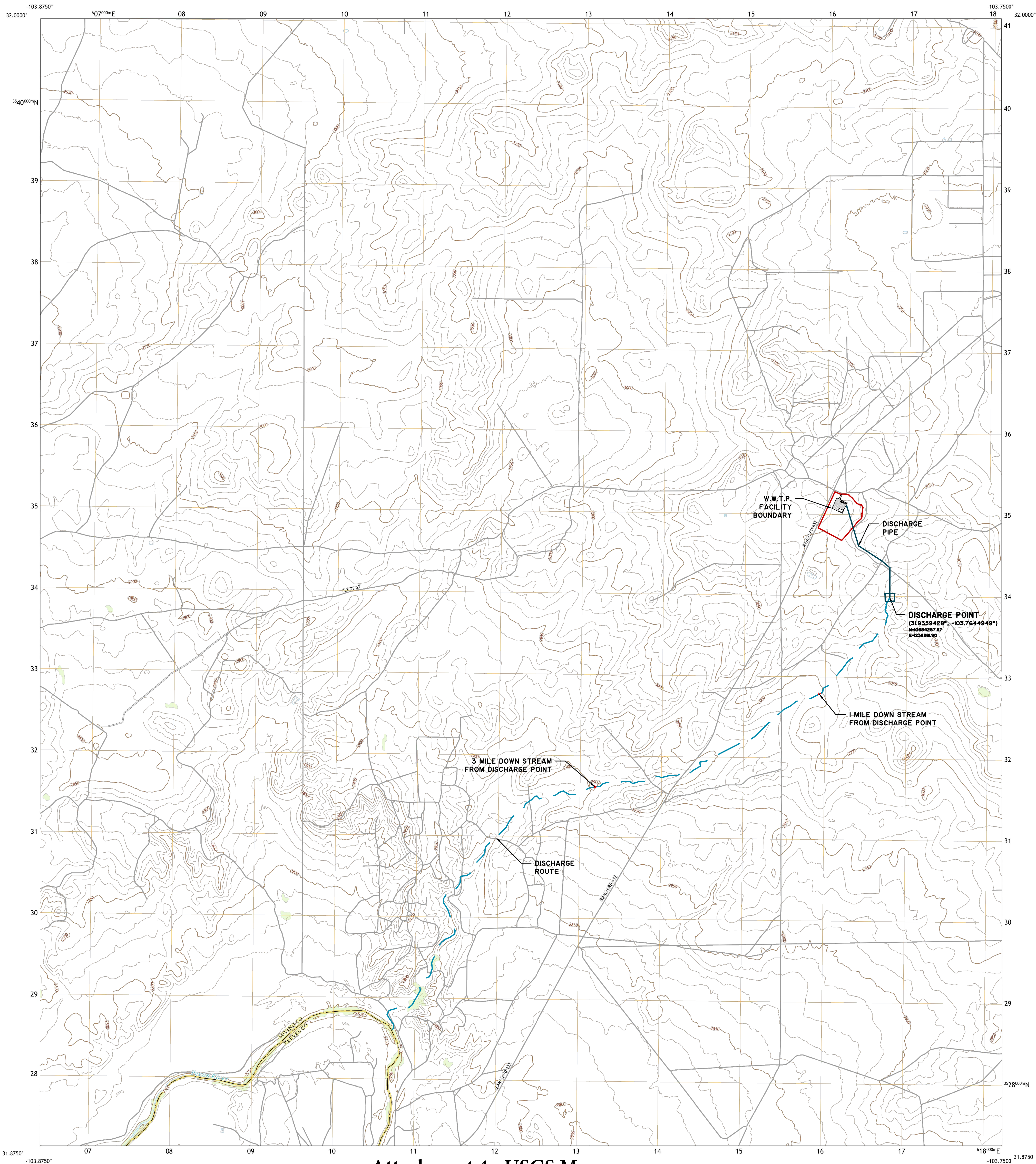
What types of notice will be provided?

Publish in alternative language newspaper

Posted on Commissioner's Integrated Database Website

Mailed by TCEQ's Office of the Chief Clerk

Other (specify)

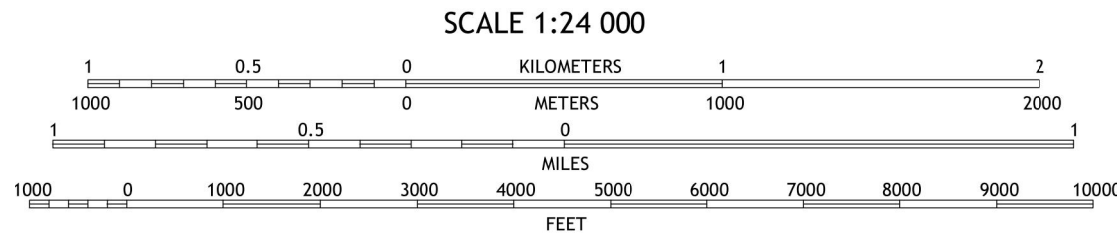


Attachment 4 - USGS Map

Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13R
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
entering private lands.
Imagery.....NAP, September 2016 - November 2016
Roads.....U.S. Census Bureau, 2015 - 2018
Names.....GNIS, Not Available
Hydrography.....National Hydrography Dataset, 2002 - 2018
Contours.....National Elevation Dataset, 2021
Boundaries.....Multiple sources; see metadata file 2019 - 2021
Wetlands.....FWS National Wetlands Inventory Not Available

UTM GRID AND 2019 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET
U.S. National Grid
100,000 - 100,000
Grid Zone Designation
13S 02N
13R



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



QUADRANGLE LOCATION

1	2	3
4	5	6
7	8	9

ADJOINING QUADRANGLES

- 1 Ross Ranch
- 2 Phantom Banks
- 3 Paduca Breaks West
- 4 Red Bluff
- 5 Kyle Ranch
- 6 Orla
- 7 Orla SE
- 8 Lindley Ranch

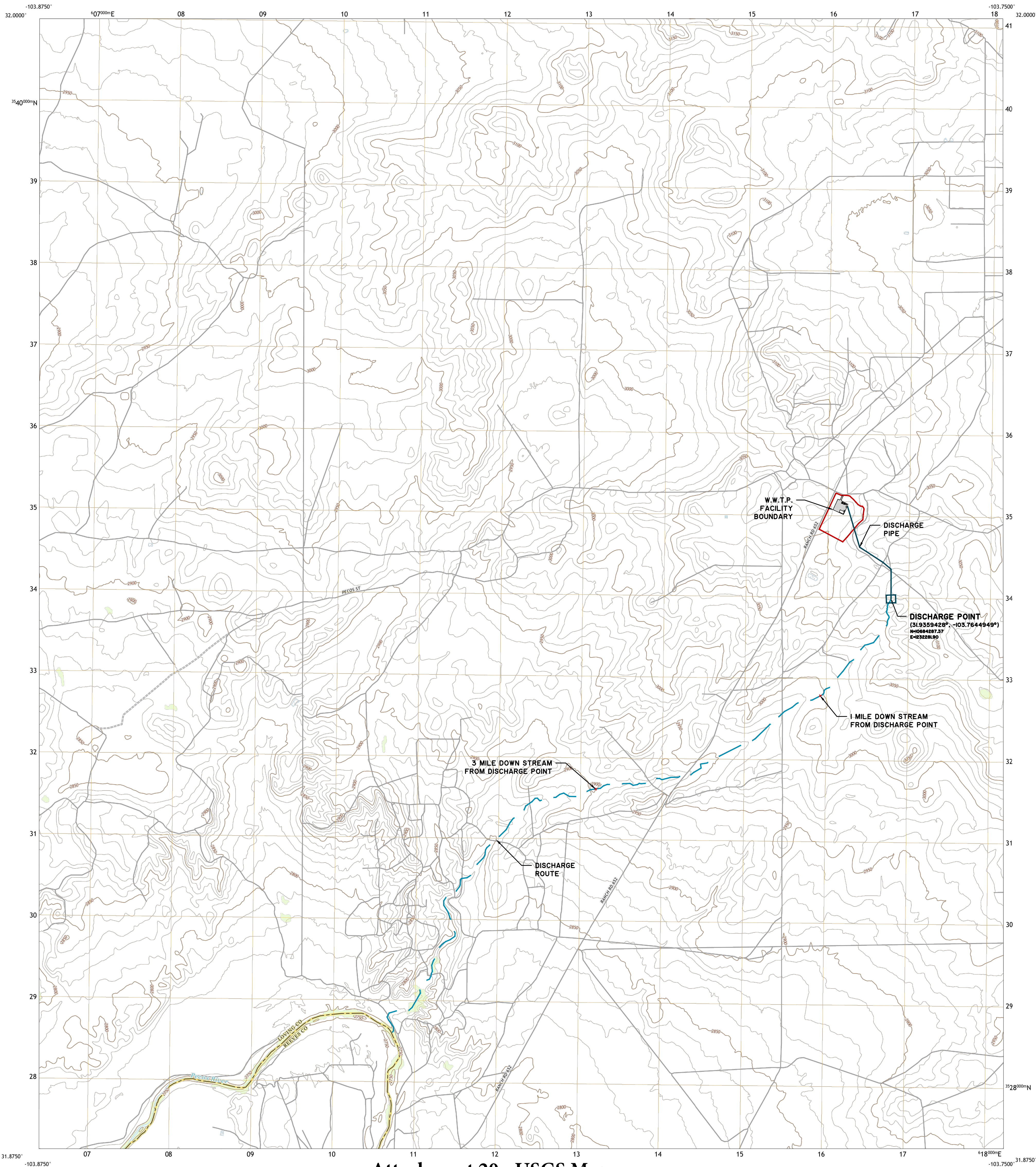
ROAD CLASSIFICATION

Expressway	Local Connector
Secondary Hwy	Local Road
Ramp	4WD
Interstate Route	US Route
	State Route

ORLA NE, TX
2022



NSN 7 6 4 3 0 1 6 3 9 7 5 4 1
NGA REF NO. USGS X24 K3431



Attachment 20 - USGS Map

Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13R
This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands within government
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entering private lands.

Imagery.....NAP, September 2016 - November 2016
Roads.....U.S. Census Bureau, 2015 - 2018
Names.....GNIS, Not Available
Hydrography.....National Hydrography Dataset, 2002 - 2018
Contours.....National Elevation Dataset, 2021
Boundaries.....Multiple sources; see metadata file 2019 - 2021
Wetlands.....FWS National Wetlands Inventory Not Available

UTM GRID AND 2019 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000 - 100,000
Grid Zone Designation
13S 6°N
13R

SCALE 1:24 000

1 000 0 500 0 500 1 000
KILOMETERS
1 000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000
METERS
1 0 1 2 3 4 5 6 7 8
MILES
FEET

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



QUADRANGLE LOCATION

1	2	3
4	5	6
7	8	9

ADJOINING QUADRANGLES

- 1 Ross Ranch
- 2 Phantom Banks
- 3 Paduca Breaks West
- 4 Red Bluff
- 5 Kyle Ranch
- 6 Orla
- 7 Orla SE
- 8 Lindley Ranch

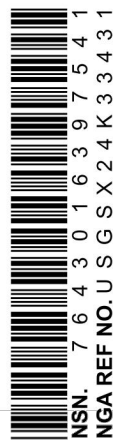
ROAD CLASSIFICATION

Expressway
Secondary Hwy
Ramp

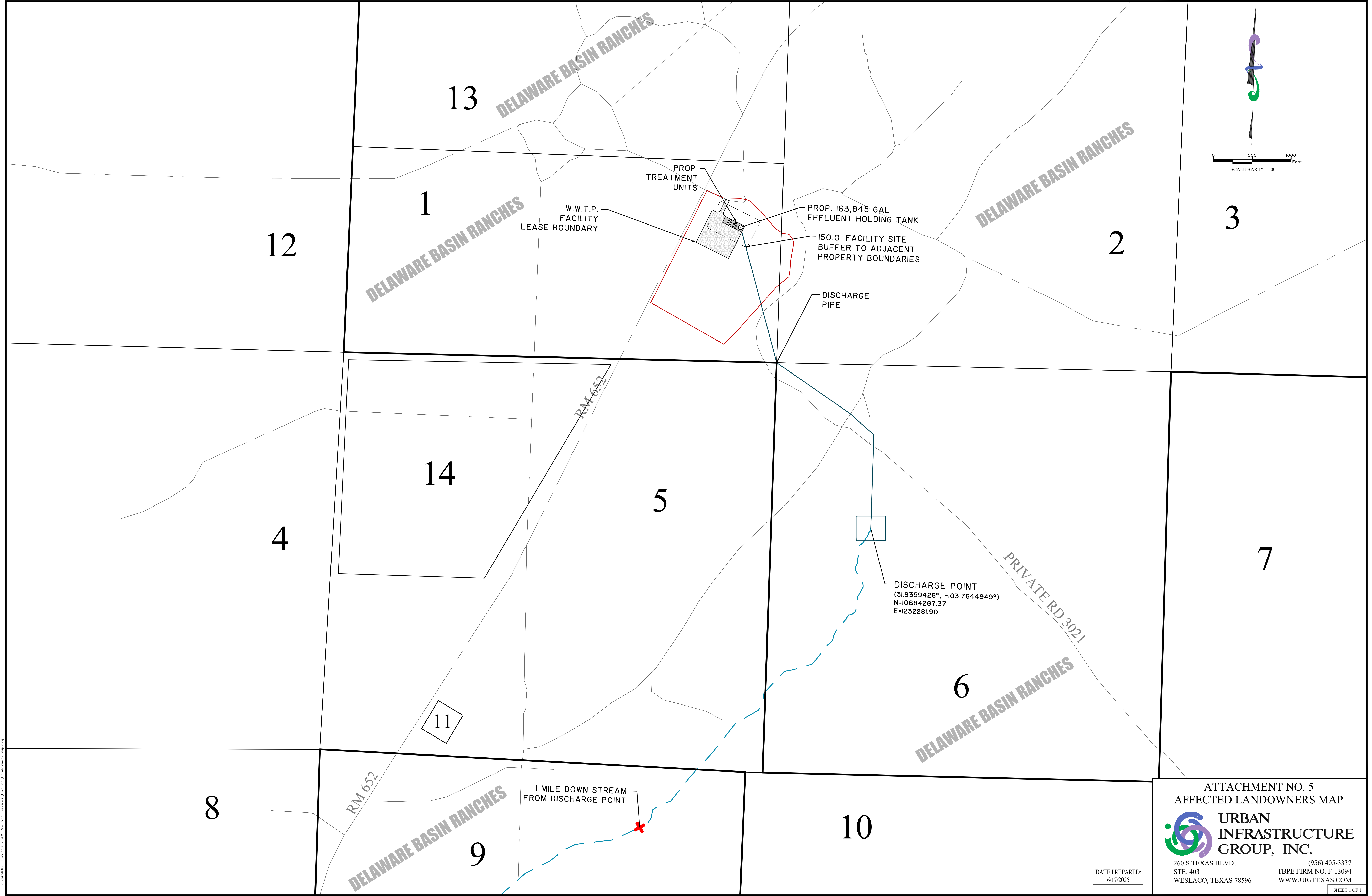
Local Connector
Local Road
4WD

Interstate Route
US Route
State Route

ORLA NE, TX
2022



NSN 7 6 4 3 0 1 6 3 9 7 5 4 1
NGA REF NO. USGS X24 K3431



ATTACHMENT NO. 5
AFFECTED LANDOWNERS MAP



260 S TEXAS BLVD,
STE. 403
WESLACO, TEXAS 78596

(956) 405-3337
TBPE FIRM NO. F-13094
WWW.UIGTEXAS.COM

DATE PREPARED:
6/17/2025

Paloma Services Loving County WWTP

Landowner List

Map #	Landowner	Map #	Landowner
1	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056	11***	Oncor Electric Delivery CO LLC PO BOX 139100 Dallas, TX 75313
2	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056	12	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201
3	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056	13	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056
4	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056	14	Backyard Environmental State Line LLC 1601 N W Expressway STE. 1450 Oklahoma City, OK 73118
5	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201	<div> *** - Landowner not included in mailing list </div>	
6	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056		
7	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201		
8	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201		
9	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056		
10	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201		

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Backyard Environmental State Line LLC
1601 N W Expressway
STE. 1450
Oklahoma City, OK 73118

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201



**URBAN
INFRASTRUCTURE
GROUP, INC.**

**PALOMA SERVICES LOVING COUNTY WWTP
Loving County, Texas**

ORIGINAL PHOTOGRAPHS

June 6, 2025

A site evaluation was performed on May 30, 2025. This report shows pictures of the site for the proposed facility to coincide with the TPDES application.





FIGURE 1: INTERSECTION OF RM 652 AND PRIVATE RD 3021 LOOKING NORTH



FIGURE 2: SOUTH SIDE OF PROPERTY LOOKING NORTH-EAST TOWARDS RM 652



FIGURE 3: SOUTH SIDE OF PROPERTY LOOKING NORTH-WEST TOWARDS RM 652



FIGURE 4: UPSTREAM/START DISCHARGE SITE OVERVIEW FACING SOUTH-WEST



FIGURE 5: DOWNSTREAM – 500FT DISCHARGE OVERVIEW FACING NORTH-EAST



FIGURE 6: DISCHARGE ROUTE STARTING POINT FACING SOUTH-WEST



FIGURE 7: DISCHARGE ROUTE DOWNSTREAM 150' FACING SOUTH-WEST



FIGURE 8: DISCHARGE ROUTE DOWNSTREAM 300' FACING SOUTH-WEST



FIGURE 9: DISCHARGE ROUTE DOWNSTREAM 500' JOINING STREAMS LOOKING UPSTREAM NORTH-EAST



FIGURE 10: DISCHARGE ROUTE DOWNSTREAM 450-500' JOINING STREAMS FACING SOUTH-WEST



FIGURE 11: DISCHARGE ROUTE BIRD'S EYE VIEW 0-250'



**FIGURE 12: 2.26 MILES DOWNSTREAM – OFFICAL EPA SEGMENT 3210703 FACING SOUTH-WEST LOOKING
DOWNSTREAM FROM NORTH SIDE OF RM 652**

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: Paloma LB Loving LLC

Permit No. WQ00 _____

EPA ID No. TX _____

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

The facility is located at the south corner of the RM 652 and Private Rd 3021 intersection, approximately 11,896 LF South-West from the intersection of RM 652 and Co Rd 300 in Loving County, Texas.

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: Alex Epley

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

Title: Managing Member

Mailing Address: 2000 Bering Dr., STE 401

City, State, Zip Code: Houston, TX, 77057

Phone No.: 713-876-9050 Ext.:

Fax No.:

E-mail Address: Alex.Epley@PalomaServices.com

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

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.

(31.9359428, -103.7644949) Effluent will be discharged approximately 4,200 LF South-East of property location into an unnamed existing segment thence to the Pecos River

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). **(See Attachment No. 9.1)**

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):

NA

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

The land is undisturbed natural desert land

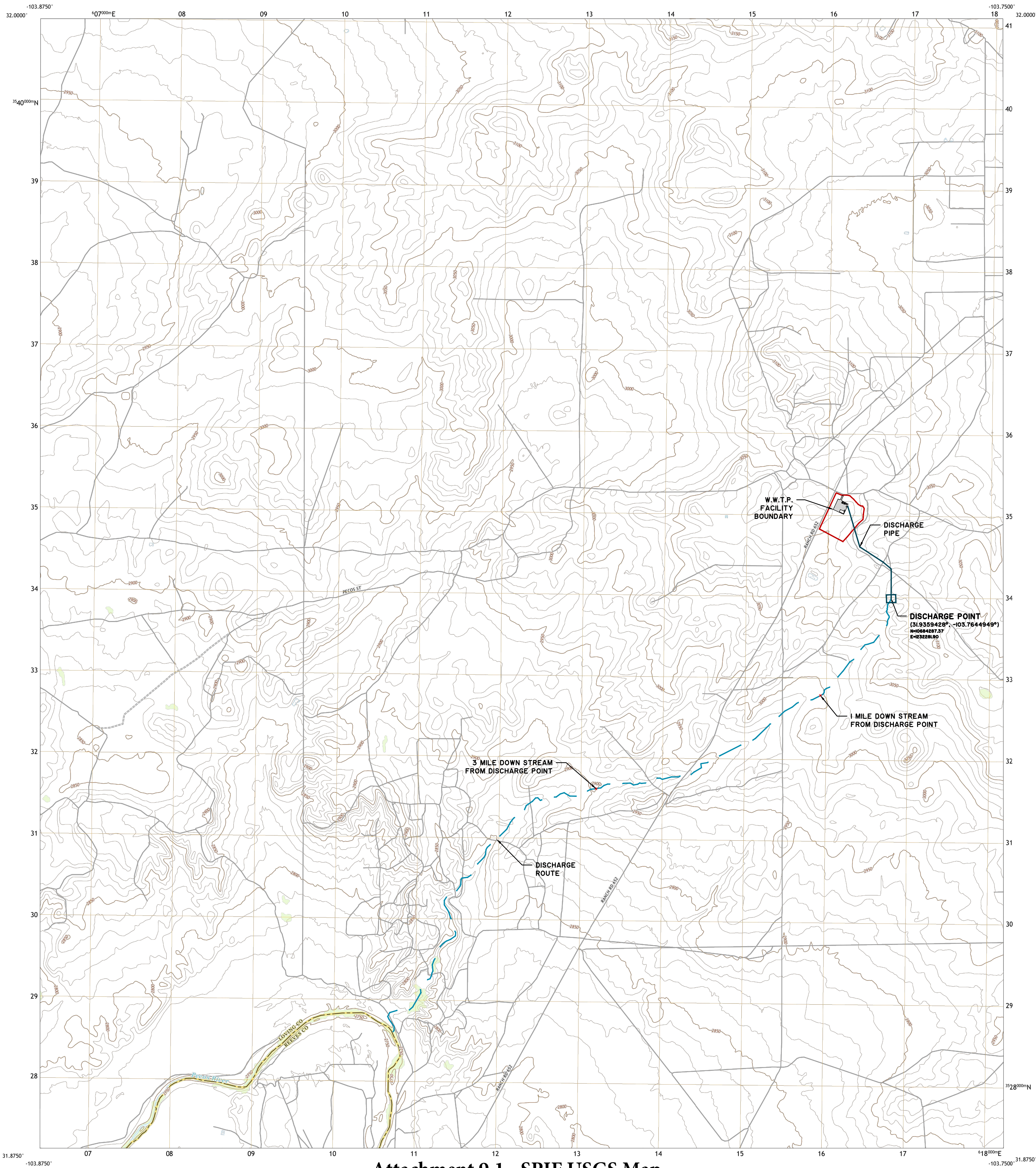
THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS

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

Construction of wastewater treatment facilities is expected to begin in March 2026

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

Vacant Lot



Attachment 9.1 - SPIF USGS Map

Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13R
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
entering private lands.

Imagery: N.A.P., September 2016 - November 2016
Roads: U.S. Census Bureau, 2015 - 2018
Names: G.N.S., Not Available
Hydrography: National Hydrography Dataset, 2002 - 2018
Contours: National Elevation Dataset, 2021
Boundaries: Multiple sources; see metadata file 2019 - 2021
Wetlands: FWS National Wetlands Inventory Not Available

UTM GRID AND 2019 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET
U.S. National Grid
100,000 - 100,000
Grid Zone Designation
13R
13R

SCALE 1:24 000
1 000 0 500 0 500 1 000
KILOMETERS
1 000 0 500 0 500 1 000
METERS
1 000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000
FEET
CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



1	2	3
4	5	6
7	8	9

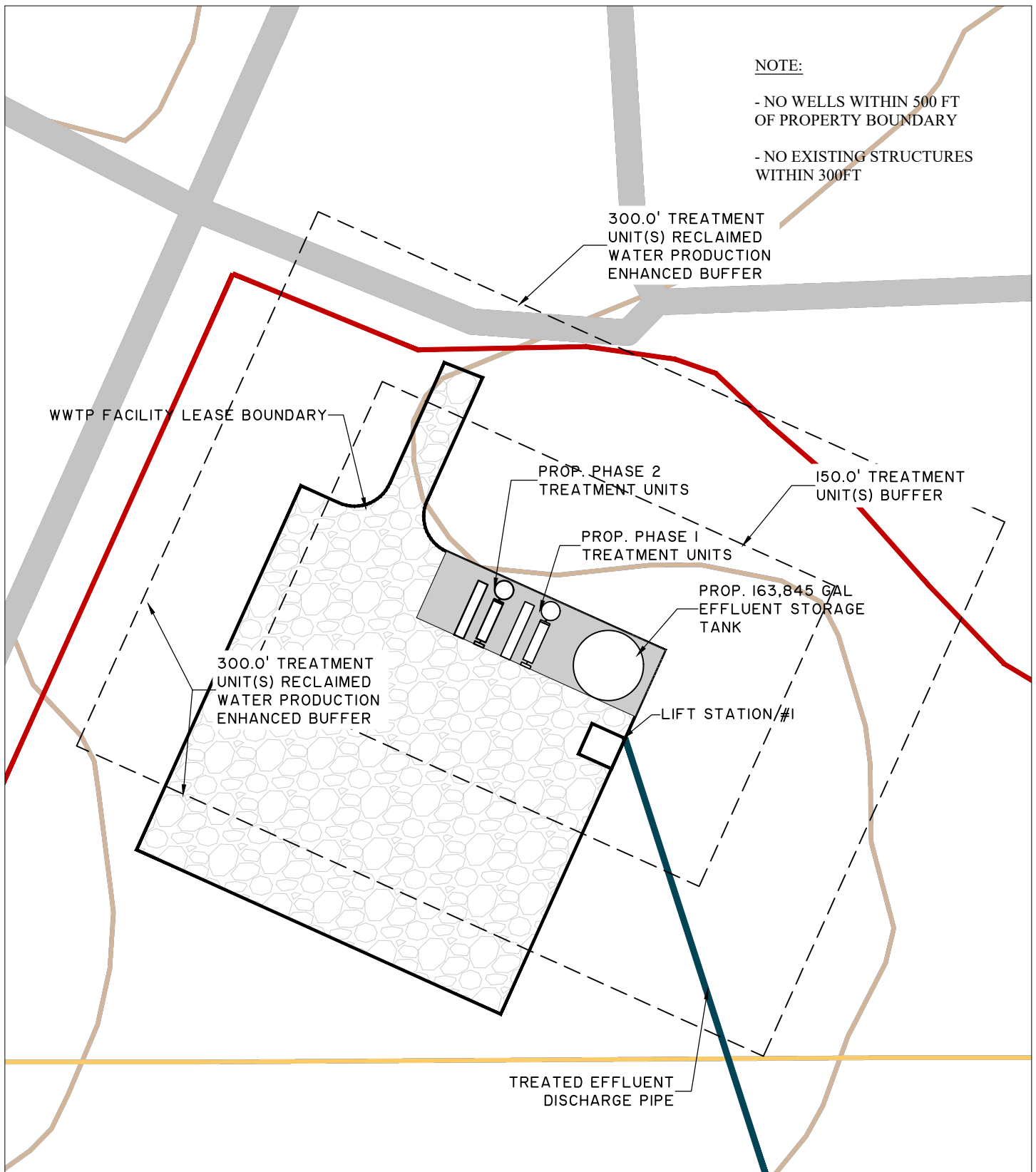
ADJOINING QUADRANGLES


1 Ross Ranch
2 Phantom Banks
3 Paduca Breaks West
4 Red Bluff
5 Kyle Ranch
6 Orla
7 Orla SE
8 Lindley Ranch

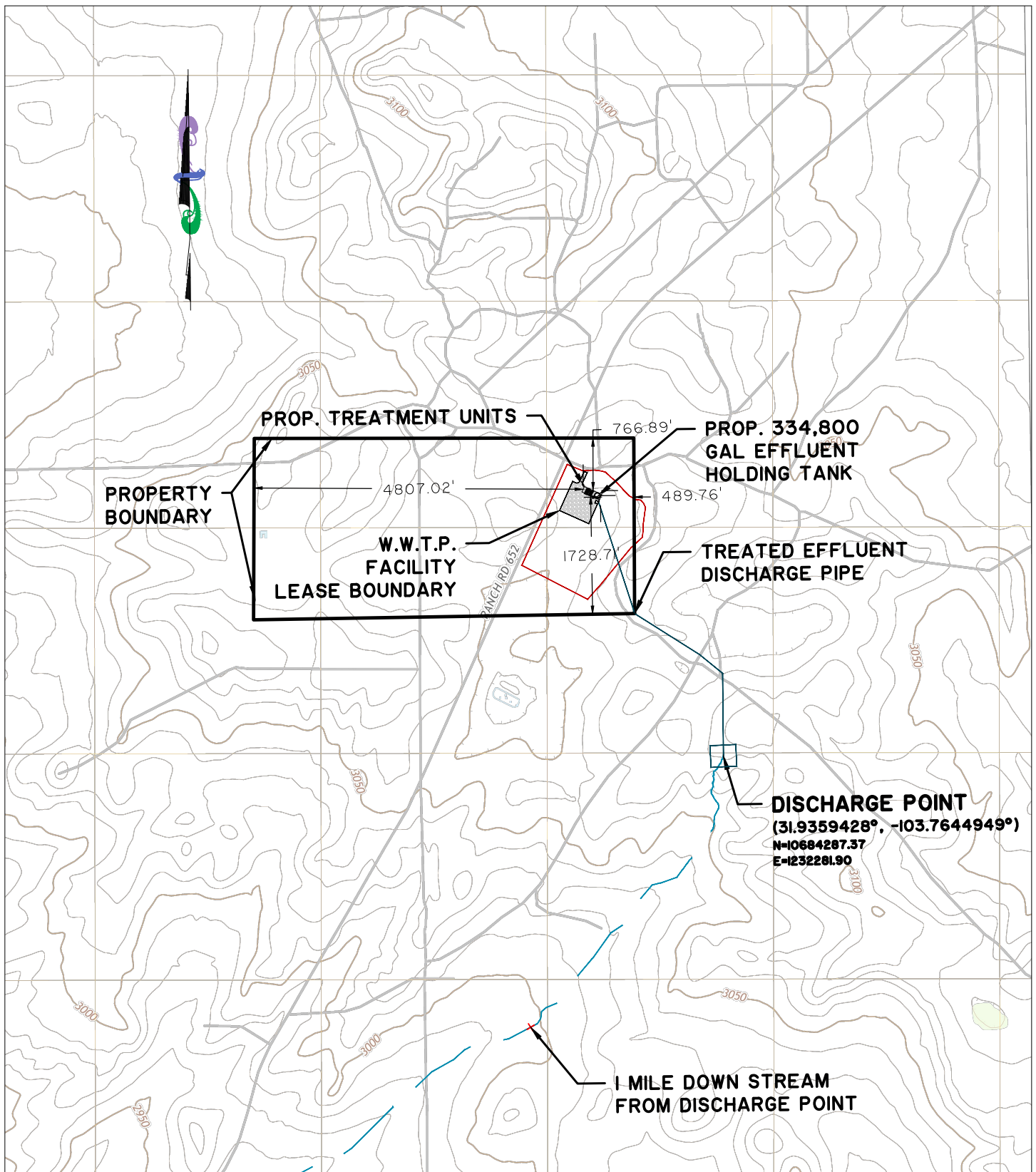
ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Interstate Route
Local Connector
Local Road
4WD
US Route
State Route

ORLA NE, TX
2022





 <p>URBAN INFRASTRUCTURE GROUP, INC.</p> <p>260 S. Texas Blvd. Suite 403 Weslaco, Texas 78596</p> <p>(956) 405-3337 TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM</p>	<p>PALOMA SERVICES LOVING COUNTY WWT LOVING COUNTY, TEXAS</p> <p>BUFFER ZONE MAP</p>	<p>ATTACHMENT No. 19.1</p>
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Weslaco, Texas 78596

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WWW.UIGTEXAS.COM

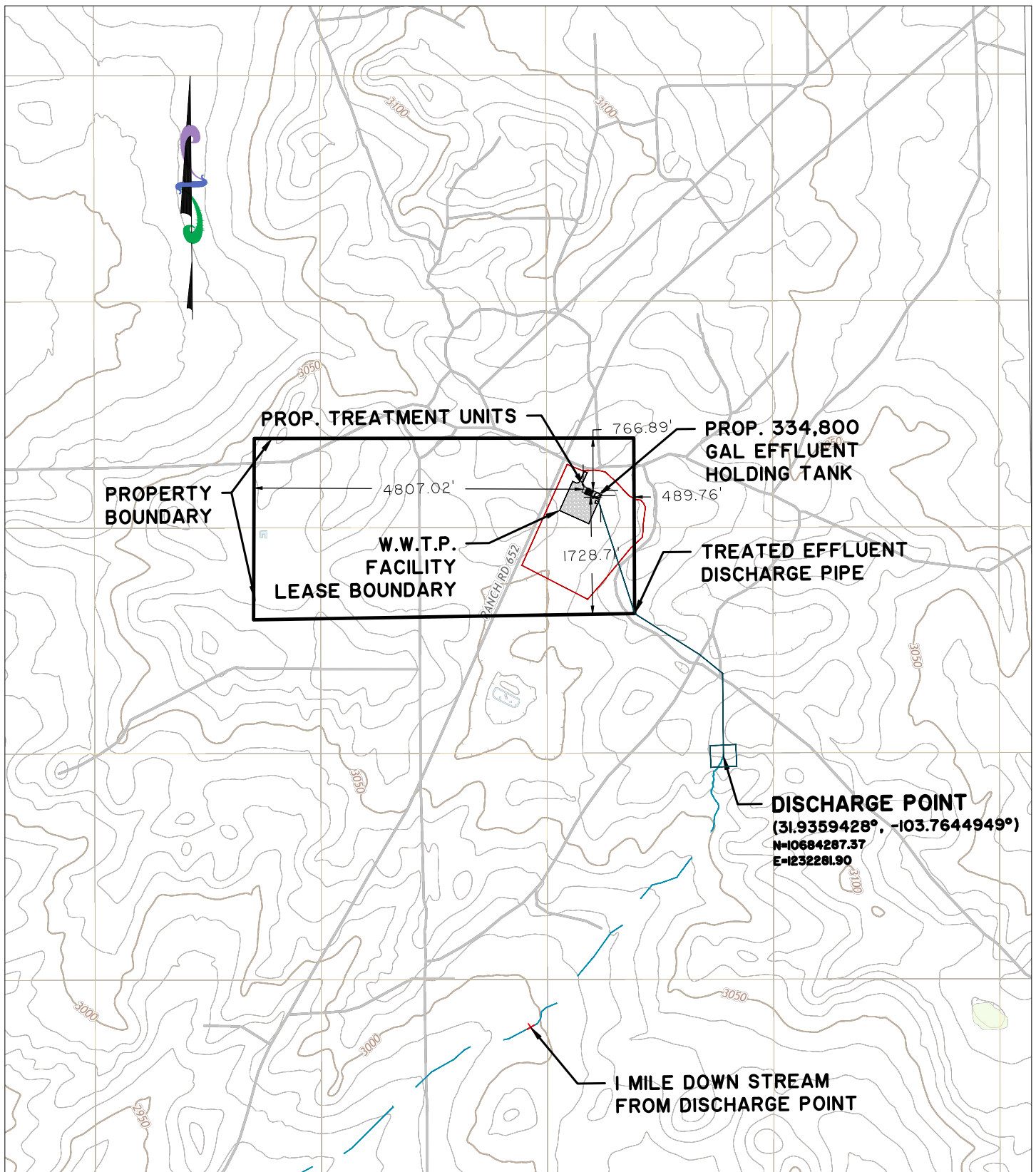
SCALE 1" = 2000'

**PALOMA SERVICES LOVING COUNTY WWTP
LOVING COUNTY, TEXAS**

SITE MAP

ATTACHMENT

No. 8



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Weslaco, Texas 78596

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WWW.UIGTEXAS.COM

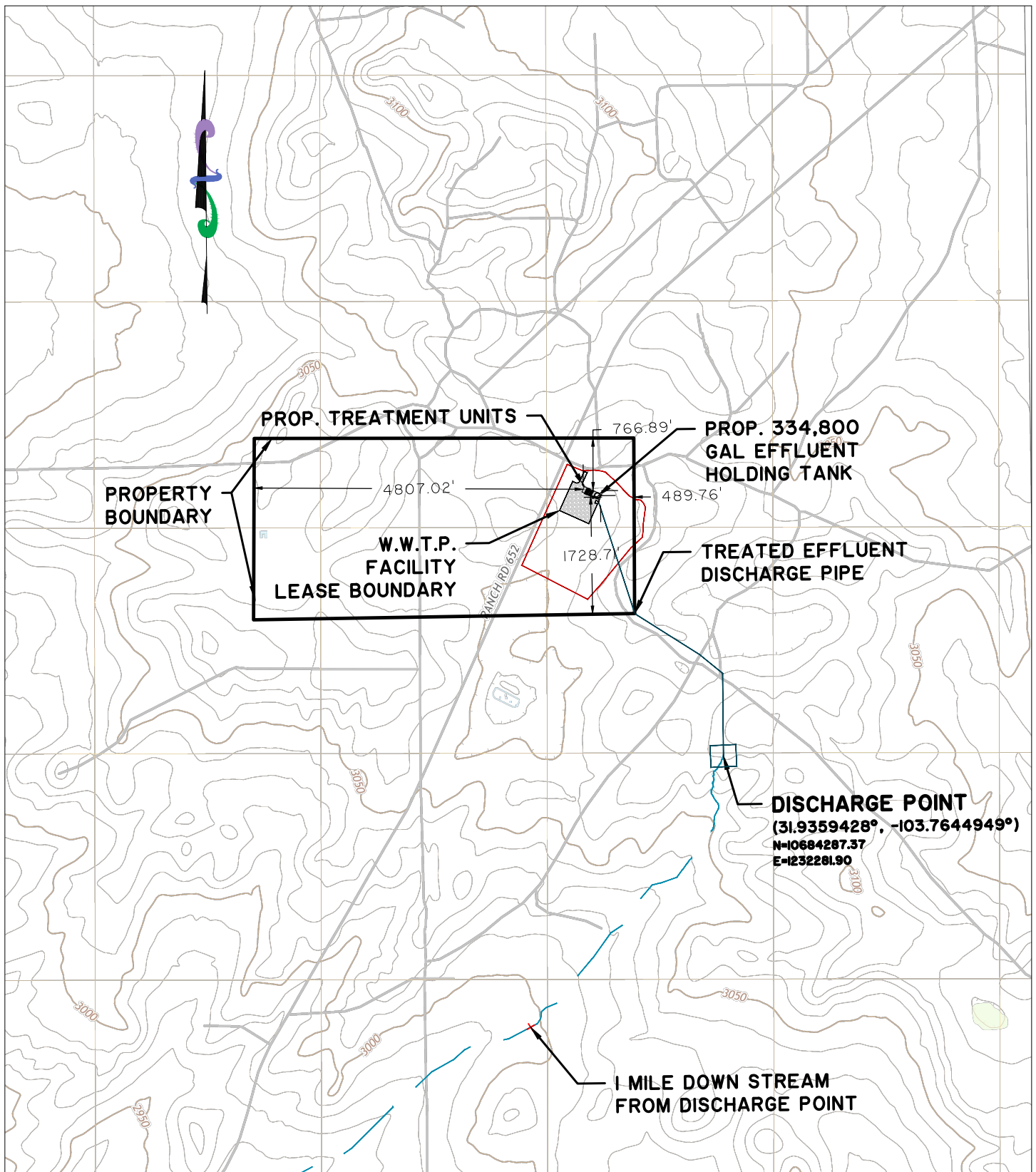
SCALE 1" = 2000'

**PALOMA SERVICES LOVING COUNTY WWTP
LOVING COUNTY, TEXAS**

SITE MAP

ATTACHMENT

No. 15



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WWW.UIGTEXAS.COM

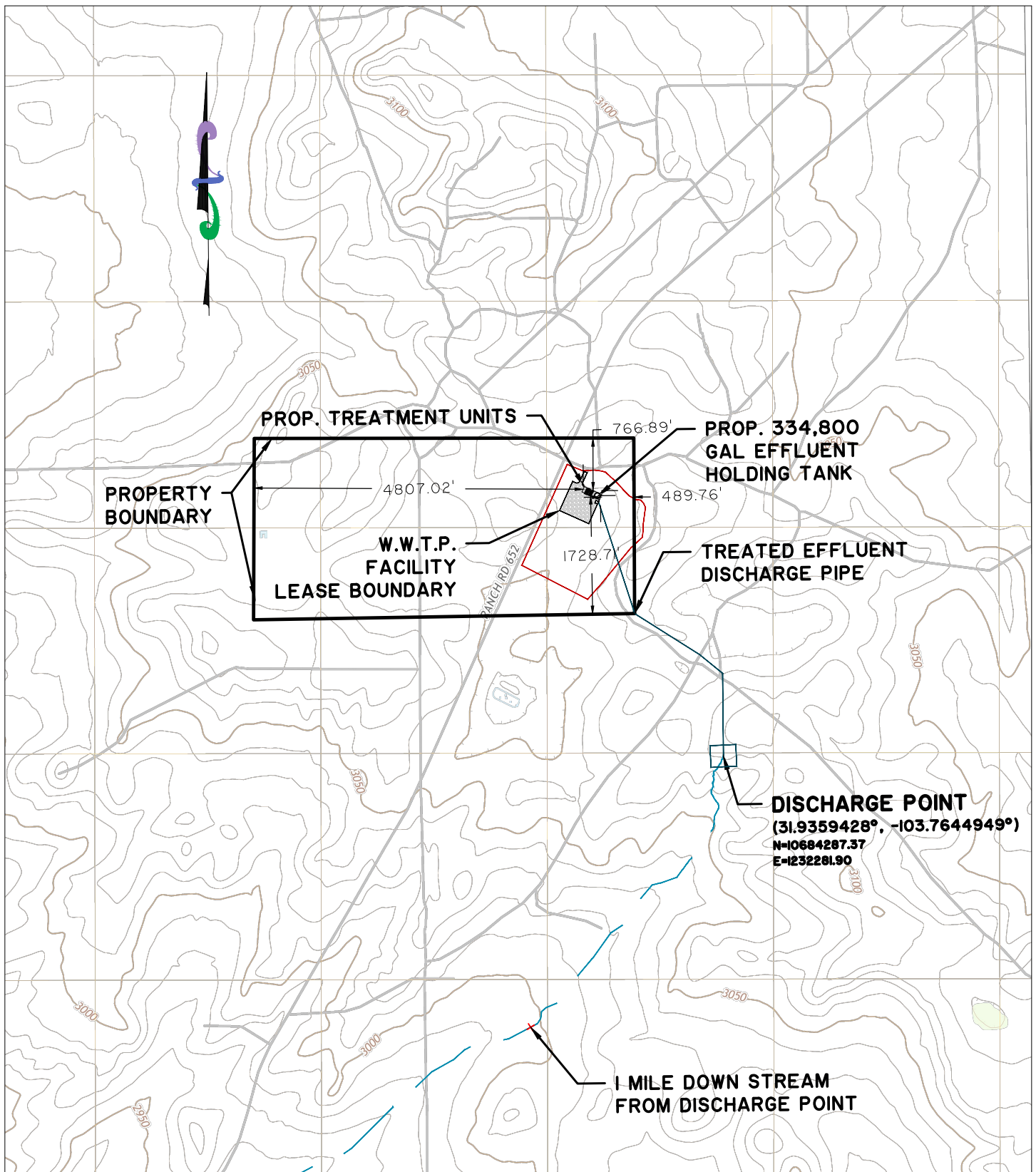
SCALE 1" = 2000'

**PALOMA SERVICES LOVING COUNTY WWTP
LOVING COUNTY, TEXAS**

SITE MAP

ATTACHMENT

No. 19



**URBAN
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260 S. Texas Blvd.
Suite 403
Weslaco, Texas 78596

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TBPE FIRM NO. F-13094
WWW.UIGTEXAS.COM

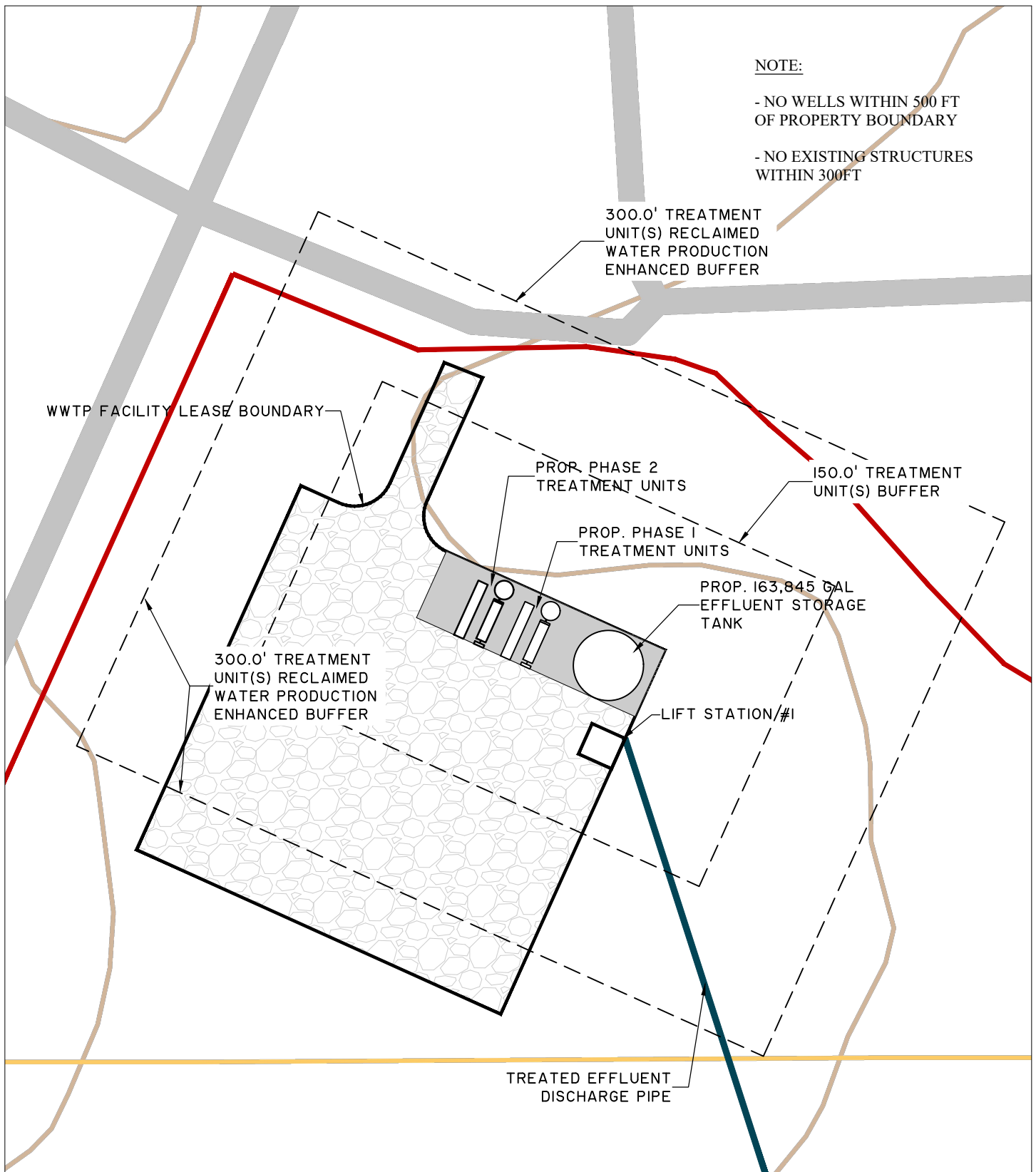
SCALE 1" = 2000'

**PALOMA SERVICES LOVING COUNTY WWTP
LOVING COUNTY, TEXAS**

SITE MAP

ATTACHMENT

No. 24



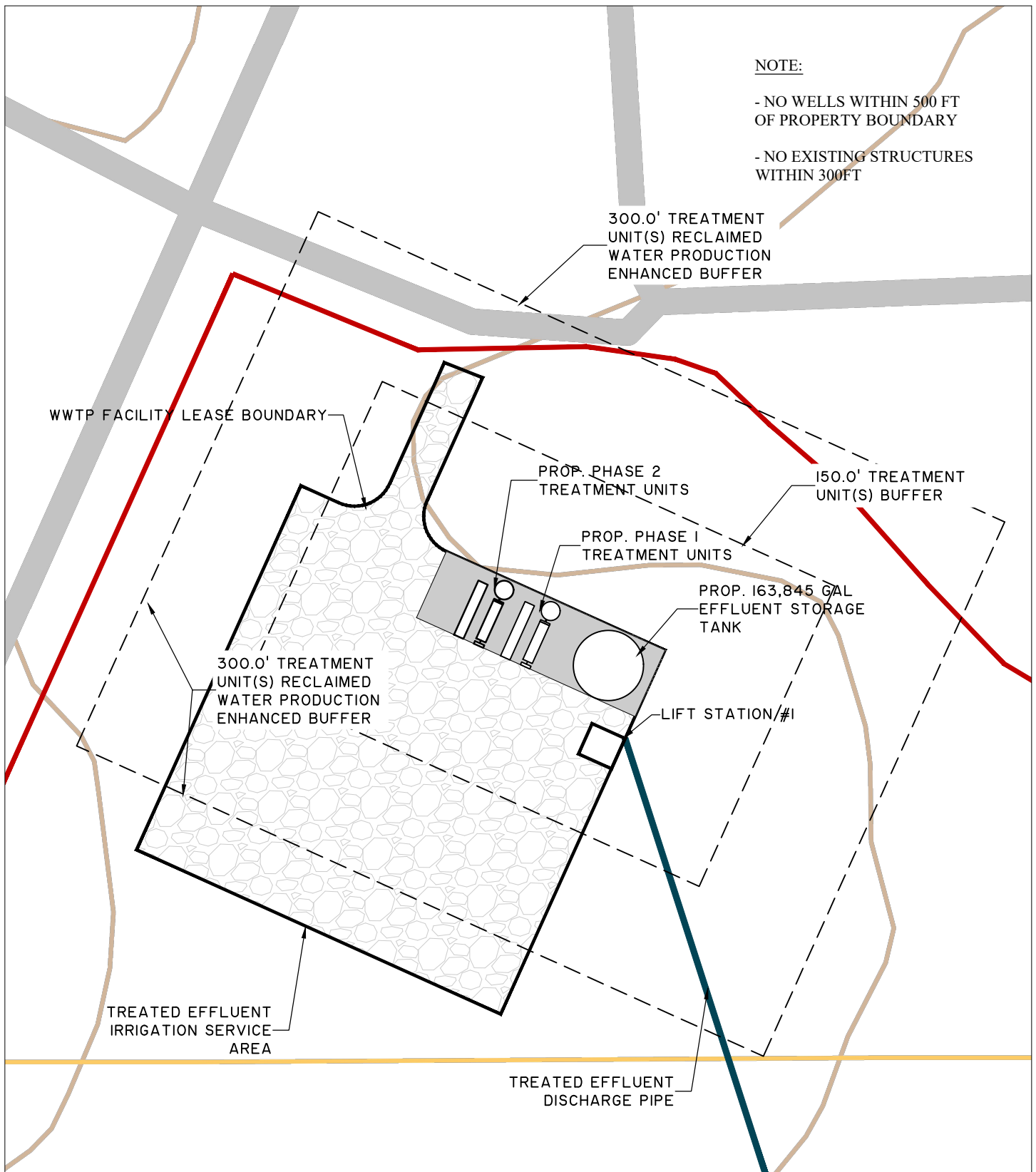
**URBAN
INFRASTRUCTURE
GROUP, INC.**

260 S. Texas Blvd.
Suite 403
Weslaco, Texas 78596

(956) 405-3337
TBPE FIRM NO. F-13094
WWW.UIGTEXAS.COM

**PALOMA SERVICES LOVING COUNTY WWTP
LOVING COUNTY, TEXAS
BUFFER ZONE MAP**

**ATTACHMENT
No. 8.1**



**URBAN
INFRASTRUCTURE
GROUP, INC.**

260 S. Texas Blvd.
Suite 403
Weslaco, Texas 78596

(956) 405-3337
TBPE FIRM NO. F-13094
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**PALOMA SERVICES LOVING COUNTY WWTP
LOVING COUNTY, TEXAS
SERVICE AREA AND BUFFER ZONE MAP**

**ATTACHMENT
No. 23**



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 42)

A. Existing/Interim I Phase

Design Flow (MGD): 0.075

2-Hr Peak Flow (MGD): 0.300

Estimated construction start date: 3/1/2026

Estimated waste disposal start date: 9/1/2026

B. Interim II Phase

Design Flow (MGD): Click to enter text.

2-Hr Peak Flow (MGD): Click to enter text.

Estimated construction start date: Click to enter text.

Estimated waste disposal start date: Click to enter text.

C. Final Phase

Design Flow (MGD): .150

2-Hr Peak Flow (MGD): 0.600

Estimated construction start date: TBD

Estimated waste disposal start date: TBD

D. Current Operating Phase

Provide the startup date of the facility: Click to enter text.

Section 2. Treatment Process (Instructions Page 42)

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.**

See Attachment No. 12

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)
See Attachment No. 13		

C. Process Flow Diagram

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

Attachment: **Attachment No. 14**

Section 3. Site Information and Drawing (Instructions Page 43)

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

- Latitude: 31.9359428
- Longitude: -103.7644940

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

- Latitude: NA
- Longitude: NA

Provide a site drawing for the facility that shows the following: **(See Attachment No. 15)**

- 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 No. 15

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

The treatment facility will service domestic sewage from oil and gas rigs and hospitality lodges in the greater Loving County area.

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
		Choose an item.	
		Choose an item.	
		Choose an item.	
		Choose an item.	

Section 4. Unbuilt Phases (Instructions Page 44)

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.**

Click to enter text.

Section 5. Closure Plans (Instructions Page 44)

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.

[Click to enter text.](#)

Section 6. Permit Specific Requirements (Instructions Page 44)

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: [Click to enter text.](#)

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.**

[Click to enter text.](#)

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.

All facility aspects are 150' from nearby existing structures.

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*.

Click to enter text.

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.

Click to enter text.

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.

Click to enter text.

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.

Click to enter text.

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 [Click to enter text.](#) or TXRNE [Click to enter text.](#)

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:

[Click to enter text.](#)

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.

[Click to enter text.](#)

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.

[Click to enter text.](#)

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.

[Click to enter text.](#)

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.

[Click to enter text.](#)

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.

Click to enter text.

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.

Click to enter text.

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.

Click to enter text.

Section 7. Pollutant Analysis of Treated Effluent (Instructions Page 49)

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					
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*TPDES permits only

†TLAP permits only

Table1.0(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 49)

Facility Operator Name: Paloma LB Loving LLC

Facility Operator's License Classification and Level: TBD

Facility Operator's License Number: TBD

Section 9. Sludge and Biosolids Management and Disposal (Instructions Page 50)

A. WWTP's Sewage Sludge or 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 Sewage Sludge or 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: [Click to enter text.](#)

C. Sewage Sludge or Biosolids Management

Provide information on the *intended* sewage sludge or biosolids management practice. Do not enter every management practice that you want authorized in the permit, as the permit will authorize all sewage sludge or 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		N/A: Disposal in Landfill	N/A: Disposal in Landfill
Choose an item.	Choose an item.	Choose an item.		Choose an item.	Choose an item.
Choose an item.	Choose an item.	Choose an item.		Choose an item.	Choose an item.

If “Other” is selected for Management Practice, please explain (e.g. monofill or transport to another WWTP): [Click to enter text.](#)

D. Disposal site

Disposal site name: [City of Odessa Landfill](#)

TCEQ permit or registration number: [2158](#)

County where disposal site is located: [Ector](#)

E. Transportation method

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

Name of the hauler: Wilda-Beast, LLC, Rig Services

Hauler registration number: #24457

Sludge is transported as a:

Liquid ☐

semi-liquid ☒

semi-solid ☒

solid ☐

Section 10. Permit Authorization for Sewage Sludge Disposal (Instructions Page 52)

A. Beneficial use authorization

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

☐ Yes ☒ No

If **yes**, are you requesting to continue this authorization to land apply biosolids 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 Biosolids ☐ 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: [Click to enter text.](#)
- USDA Natural Resources Conservation Service Soil Map:
Attachment: [Click to enter text.](#)
- Federal Emergency Management Map:
Attachment: [Click to enter text.](#)
- Site map:
Attachment: [Click to enter text.](#)

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: [Click to enter text.](#)

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:

[Click to enter text.](#)

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: [Click to enter text.](#)

Total Kjeldahl Nitrogen, mg/kg: [Click to enter text.](#)

Total Nitrogen (=nitrate nitrogen + TKN), mg/kg: [Click to enter text.](#)

Phosphorus, mg/kg: [Click to enter text.](#)

Potassium, mg/kg: [Click to enter text.](#)

pH, standard units: [Click to enter text.](#)

Ammonia Nitrogen mg/kg: [Click to enter text.](#)

Arsenic: [Click to enter text.](#)
Cadmium: [Click to enter text.](#)
Chromium: [Click to enter text.](#)
Copper: [Click to enter text.](#)
Lead: [Click to enter text.](#)
Mercury: [Click to enter text.](#)
Molybdenum: [Click to enter text.](#)
Nickel: [Click to enter text.](#)
Selenium: [Click to enter text.](#)
Zinc: [Click to enter text.](#)
Total PCBs: [Click to enter text.](#)

Provide the following information:

Volume and frequency of sludge to the lagoon(s): [Click to enter text.](#)
Total dry tons stored in the lagoons(s) per 365-day period: [Click to enter text.](#)
Total dry tons stored in the lagoons(s) over the life of the unit: [Click to enter text.](#)

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.

[Click to enter text.](#)

D. Site development plan

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

[Click to enter text.](#)

Attach the following documents to the application.

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

Attachment: [Click to enter text.](#)

- Copy of the closure plan
Attachment: [Click to enter text.](#)
- Copy of deed recordation for the site
Attachment: [Click to enter text.](#)
- Size of the sludge lagoon(s) in surface acres and capacity in cubic feet and gallons
Attachment: [Click to enter text.](#)
- Description of the method of controlling infiltration of groundwater and surface water from entering the site
Attachment: [Click to enter text.](#)
- Procedures to prevent the occurrence of nuisance conditions
Attachment: [Click to enter text.](#)

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: [Click to enter text.](#)

Section 12. Authorizations/Compliance/Enforcement (Instructions Page 54)

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:

Reuse applications are coupled with this submission, forms 20427 and 20537

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:

[Click to enter text.](#)

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: [Click to enter text.](#)

Section 14. Laboratory Accreditation (Instructions Page 55)

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: Click to enter text.

Title: Click to enter text.

Signature: _____

Date: _____

DOMESTIC WASTEWATER PERMIT APPLICATION

TECHNICAL REPORT 1.1

The following information is required for new and amendment major applications.

Section 1. Justification for Permit (Instructions Page 56)

A. Justification of permit need

Provide a detailed discussion regarding the need for any phase(s) not currently permitted. Failure to provide sufficient justification may result in the Executive Director recommending denial of the proposed phase(s) or permit.

The facility is proposed and non-existent at this time, new applications and facilities require approval. The treatment plant will serve the greater Loving County area, its variable work force and oil/gas land rigs.

B. Regionalization of facilities

For additional guidance, please review [TCEQ's Regionalization Policy for Wastewater Treatment](#)¹.

Provide the following information concerning the potential for regionalization of domestic wastewater treatment facilities:

1. *Municipally incorporated areas*

If the applicant is a city, then Item 1 is not applicable. Proceed to Item 2 Utility CCN areas.

Is any portion of the proposed service area located in an incorporated city?

☐ Yes ☐ No ☒ Not Applicable

If yes, within the city limits of: [Click to enter text.](#)

If yes, attach correspondence from the city.

Attachment: [Click to enter text.](#)

If consent to provide service is available from the city, attach a justification for the proposed facility and a cost analysis of expenditures that includes the cost of connecting to the city versus the cost of the proposed facility or expansion attached.

Attachment: [Click to enter text.](#)

2. *Utility CCN areas*

Is any portion of the proposed service area located inside another utility's CCN area?

☐ Yes ☒ No

¹ <https://www.tceq.texas.gov/permitting/wastewater/tceq-regionalization-for-wastewater>

If **yes**, attach a justification for the proposed facility and a cost analysis of expenditures that includes the cost of connecting to the CCN facilities versus the cost of the proposed facility or expansion.

Attachment: [Click to enter text.](#)

3. *Nearby WWTs or collection systems*

Are there any domestic permitted wastewater treatment facilities or collection systems located within a three-mile radius of the proposed facility?

☐ Yes ☒ No

If **yes**, attach a list of these facilities and collection systems that includes each permittee's name and permit number, and an area map showing the location of these facilities and collection systems.

Attachment: [Click to enter text.](#)

If **yes**, attach proof of mailing a request for service to each facility and collection system, the letters requesting service, and correspondence from each facility and collection system.

Attachment: [Click to enter text.](#)

If the facility or collection system agrees to provide service, attach a justification for the proposed facility and a cost analysis of expenditures that includes the cost of connecting to the facility or collection system versus the cost of the proposed facility or expansion.

Attachment: [Click to enter text.](#)

Section 2. Proposed Organic Loading (Instructions Page 58)

Is this facility in operation?

☐ Yes ☒ No

If **no**, proceed to Item B, Proposed Organic Loading.

If **yes**, provide organic loading information in Item A, Current Organic Loading

A. Current organic loading

Facility Design Flow (flow being requested in application): [Click to enter text.](#)

Average Influent Organic Strength or BOD₅ Concentration in mg/l: [Click to enter text.](#)

Average Influent Loading (lbs/day = total average flow X average BOD₅ conc. X 8.34): [Click to enter text.](#)

Provide the source of the average organic strength or BOD₅ concentration.

[Click to enter text.](#)

B. Proposed organic loading

This table must be completed if this application is for a facility that is not in operation or if this application is to request an increased flow that will impact organic loading.

Table 1.1(1) – Design Organic Loading

Source	Total Average Flow (MGD)	Influent BOD5 Concentration (mg/l)
Municipality		
Subdivision		
Trailer park – transient		
Mobile home park		
School with cafeteria and showers		
School with cafeteria, no showers		
Recreational park, overnight use		
Recreational park, day use		
Office building or factory		
Motel		
Restaurant		
Hospital		
Nursing home		
Other (onshore drilling rigs)	.075/.150 (phase 1/phase 2)	325
TOTAL FLOW from all sources	.075/.150 (phase 1/phase 2)	325
AVERAGE BOD ₅ from all sources		

Section 3. Proposed Effluent Quality and Disinfection (Instructions Page 58)

A. Existing/Interim I Phase Design Effluent Quality

Biochemical Oxygen Demand (5-day), mg/l: 10

Total Suspended Solids, mg/l: 15

Ammonia Nitrogen, mg/l: 3

Total Phosphorus, mg/l: Click to enter text.

Dissolved Oxygen, mg/l: 4

Other: Residual Chlorine: 1.0 mg/l

B. Interim II Phase Design Effluent Quality

Biochemical Oxygen Demand (5-day), mg/l: [Click to enter text.](#)

Total Suspended Solids, mg/l: [Click to enter text.](#)

Ammonia Nitrogen, mg/l: [Click to enter text.](#)

Total Phosphorus, mg/l: [Click to enter text.](#)

Dissolved Oxygen, mg/l: [Click to enter text.](#)

Other: [Click to enter text.](#)

C. Final Phase Design Effluent Quality

Biochemical Oxygen Demand (5-day), mg/l: 10

Total Suspended Solids, mg/l: 15

Ammonia Nitrogen, mg/l: 3

Total Phosphorus, mg/l: [Click to enter text.](#)

Dissolved Oxygen, mg/l: 4

Other: Residual Chlorine: 1.0 mg/l

D. Disinfection Method

Identify the proposed method of disinfection.

☒ Chlorine: 1 mg/l after 20 minutes detention time at peak flow

Dechlorination process: Contact Basin

☐ Ultraviolet Light: [Click to enter text.](#) seconds contact time at peak flow

☐ Other: [Click to enter text.](#)

Section 4. Design Calculations (Instructions Page 58)

Attach design calculations and plant features for each proposed phase. Example 4 of the instructions includes sample design calculations and plant features.

Attachment: Attachment No. 16

Section 5. Facility Site (Instructions Page 59)

A. 100-year floodplain

Will the proposed facilities be located above the 100-year frequency flood level?

☐ Yes ☐ No

If **no**, describe measures used to protect the facility during a flood event. Include a site map showing the location of the treatment plant within the 100-year frequency flood level. If applicable, provide the size and types of protective structures.

NA: Data not available for project site.

Provide the source(s) used to determine 100-year frequency flood plain.

FEMA

For a new or expansion of a facility, will a wetland or part of a wetland be filled?

☐ Yes ☒ No

If **yes**, has the applicant applied for a US Corps of Engineers 404 Dredge and Fill Permit?

☐ Yes ☐ No

If **yes**, provide the permit number: [Click to enter text.](#)

If **no**, provide the approximate date you anticipate submitting your application to the Corps: [Click to enter text.](#)

B. Wind rose

Attach a wind rose: [Attachment No. 17](#)

Section 6. Permit Authorization for Sewage Sludge Disposal (Instructions Page 59)

A. Beneficial use authorization

Are you requesting to include authorization to land apply sewage sludge for beneficial use on property located adjacent to the wastewater treatment facility under the wastewater permit?

☐ Yes ☒ No

If **yes**, attach the completed **Application for Permit for Beneficial Land Use of Sewage Sludge (TCEQ Form No. 10451)**: [Click to enter text.](#)

B. Sludge processing authorization

Identify the sludge processing, storage or disposal options that will be conducted at the wastewater treatment facility:

- ☐ Sludge Composting
- ☐ Marketing and Distribution of sludge
- ☐ Sludge Surface Disposal or Sludge Monofill

If **any of the above**, sludge options are selected, attach the completed **Domestic Wastewater Permit Application: Sewage Sludge Technical Report (TCEQ Form No. 10056)**: [Click to enter text.](#)

Section 7. Sewage Sludge Solids Management Plan (Instructions Page 60)

Attach a solids management plan to the application.

Attachment: [Attachment No. 18](#)

The sewage sludge solids management plan must contain the following information:

- Treatment units and processes dimensions and capacities
- Solids generated at 100, 75, 50, and 25 percent of design flow
- Mixed liquor suspended solids operating range at design and projected actual flow
- Quantity of solids to be removed and a schedule for solids removal
- Identification and ownership of the ultimate sludge disposal site
- For facultative lagoons, design life calculations, monitoring well locations and depths, and the ultimate disposal method for the sludge from the facultative lagoon

An example of a sewage sludge solids management plan has been included as Example 5 of the instructions.

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 63)

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: [Click to enter text.](#)

Distance and direction to the intake: [Click to enter text.](#)

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

Attachment: [Click to enter text.](#)

Section 2. Discharge into Tidally Affected Waters (Instructions Page 63)

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: [Click to enter text.](#)

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).

[Click to enter text.](#)

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).

Click to enter text.

Section 3. Classified Segments (Instructions Page 63)

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 63)

Name of the immediate receiving waters: 3210703

A. Receiving water type

Identify the appropriate description of the receiving waters.

- ☒ Stream
- ☐ Freshwater Swamp or Marsh
- ☐ Lake or Pond

Surface area, in acres: Click to enter text.

Average depth of the entire water body, in feet: Click to enter text.

Average depth of water body within a 500-foot radius of discharge point, in feet:
Click to enter text.

- ☐ Man-made Channel or Ditch
- ☐ Open Bay
- ☐ Tidal Stream, Bayou, or Marsh
- ☐ Other, specify: Click to enter text.

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: [Click to enter text.](#)

C. Downstream perennial confluences

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

NA; EPA segment is fueled by various intermittent and ephemeral streams

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.

The unnamed EPA water segment, stream 3210703, grows in width and depth.

E. Normal dry weather characteristics

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

Dry creek bed

Date and time of observation: 9:00 AM 5/30/25

Was the water body influenced by stormwater runoff during observations?

☐ Yes ☒ No

Section 5. General Characteristics of the Waterbody (Instructions Page 65)

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 type="checkbox"/> Agricultural runoff |
| <input type="checkbox"/> Septic tanks
<u>water shed</u> | <input checked="" type="checkbox"/> Other(s), specify: <u>NA; Natural, undeveloped</u> |

B. Waterbody uses

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

- | | |
|---|--|
| <input 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
<u>industry, natural stream, Arroyo</u> | <input checked="" type="checkbox"/> Other(s), specify: <u>NA; not used for any</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

PALOMA SERVICES LOVING COUNTY WWTP
Loving County, Texas

Detailed Description of Treatment Process (2 Phases)

June 4, 2025

Interim I Phase:

The proposed WWTP has a treatment capacity of 0.075 MGD.

Type of Treatment System:

The proposed WWTP will use a conventional activated sludge treatment process with nitrification.

Mode of Operation:

The proposed WWTP will operate with an extended aeration basin, clarifier, digester, and chlorination basin.

Treatment Process Description:

The following table describes the flow of wastewater through the entire treatment process.

Process/Component Description	Component Size	30 TAC Chapter 217 – Design Criteria
<i>Headworks</i>	- ¼" Screen Size	Min. Screen size = 0.25"
- Metal Bar Screens	- ½" Screen Size	(217.121.e.2)
- Bypass channel with manual screens		Bypass channel required (217.121.b)
		Min. angle of bar rack = 30° (217.121.e.3)
<i>Conventional Activated Sludge</i>	- 6,000 cf	Max. organic loading rate = 35
- One Rectangular Welded Steel Basins	- 41.67x12x12	lbs/day/1000cf (217.154.F.1 Table)

		Min. Air requirements by equation (217.155.a.3 Equation F.2)
<i>Clarifier</i>	- 22' Diameter	Min. side wall depth = 10'
- One circular clarifiers	- 4,500 cf	(217.152.g.2.a)
	- 375 sqft	Max. Overflow rate at peak flow = 800 gdp/sf (217.154.F.2 Table)
		Min. Detention time at peak flow = 2.2 hr (217.154.F.2 Table)
		Max. weir loading at peak flow = 20,000 gpd/lf (217.152.d.4)
<i>RAS/WAS Pump Station</i>	- 2 RAS pumps	RAS pumping capacity = 200 to 400 gpd/sf (217.152.j.3)
- RAS pumping system	- 2 WAS pumps	Redundancy required to operate with largest pump out of service (217.158.3)
- WAS pumping system		
<i>Disinfection</i>	- 605 cf (each)	Min. contact time at peak flow = 20 min (217.281.c.2)
- 1 Chlorine contact basin	- 20min contact time	Min. chlorine concentration = 8 mg/L (217.272.b.K.1. Table)
- 1 Chlorine feed system	- 4.2x12x12	
- 1 Chlorine storage structure		
<i>Sludge</i>	- 10,000 cf	Min. DT = 40 days @ 20 degrees Celsius (217.249.t.4.b.J.2 Table)
- Aerobic Digester	- 40 day DT	Min. Air capacity 30 scfm/ 1000 cf (217.251.d.1.c)
<i>Treated Effluent Pump Station</i>	- 0.600 MGD	Treated Effluent will be pumped from the 150,000 gallon effluent holding tank.
- Circular GST	- Two pumps with a total capacity of 110 gpm. With a third pump for redundancy	
- Pumping system		
- Effluent flow mag. Meter		

Final Phase:

The proposed WWTP has a treatment capacity of 0.150 MGD.

Type of Treatment System:

The proposed WWTP will use a conventional activated sludge treatment process with nitrification.

Mode of Operation:

The proposed WWTP will operate with an extended aeration basin, clarifier, digester, and chlorination basin.

Treatment Process Description:

The following table describes the flow of wastewater through the entire treatment process.

Process/Component Description	Component Size	30 TAC Chapter 217 – Design Criteria
<i>Headworks</i> <ul style="list-style-type: none">- Metal Bar Screens- Bypass channel with manual screens	<ul style="list-style-type: none">- ¼" Screen Size- ½" Screen Size	Min. Screen size = 0.25" (217.121.e.2) Bypass channel required (217.121.b) Min. angle of bar rack = 30° (217.121.e.3)
<i>Conventional Activated Sludge</i> <ul style="list-style-type: none">- Two Rectangular Welded Steel Basins	<ul style="list-style-type: none">- 6,000 cf (each)- 41.67x12x12	Max. organic loading rate = 35 lbs/day/1000cf (217.154.F.1 Table) Min. Air requirements by equation (217.155.a.3 Equation F.2)
<i>Clarifier</i> <ul style="list-style-type: none">- Two circular clarifiers	<ul style="list-style-type: none">- 22' Diameter- 4,500 cf (each)- 375 sqft (each)	Min. side wall depth = 10' (217.152.g.2.a) Max. Overflow rate at peak flow = 800 gdp/sf (217.154.F.2 Table) Min. Detention time at peak flow = 2.2 hr (217.154.F.2 Table) Max. weir loading at peak flow = 20,000 gpd/lf (217.152.d.4)

<i>RAS/WAS Pump Station</i>	- 2 RAS pumps - 2 WAS pumps	RAS pumping capacity = 200 to 400 gpd/sf (217.152.j.3) Redundancy required to operate with largest pump out of service (217.158.3)
- RAS pumping system - WAS pumping system		
<i>Disinfection</i>	- 605 cf (each) - 20min contact time	Min. contact time at peak flow = 20 min (217.281.c.2) Min. chlorine concentration = 8 mg/L (217.272.b.K.1. Table)
- Two Chlorine contact basin - One Chlorine feed system - One Chlorine storage structure		
<i>Sludge</i>	- 10,000 cf (each) - 40 day DT	Min. DT = 40 days @ 20 degrees Celsius (217.249.t.4.b.J.2 Table) Min. Air capacity 30 scfm/ 1000 cf (217.251.d.1.c)
- Two Aerobic Digestor(s)		
<i>Treated Effluent Pump Station</i>	- 0.600 MGD - Two pumps with a total capacity of 110 gpm. With a third pump for redundancy	Treated Effluent will be pumped from the 150,000 gallon effluent holding tank.
- Circular GST - Pumping system - Effluent flow mag. Meter		

Type Dimensions of Plant Processes

Dimensions of treatment processes:

The following tables list the dimensions of each treatment process for phase 1.

Extended Aeration Basin

Number of aeration basins	1	
Length (each basin)	41.67	(ft)
Width (each basin)	12	(ft)
S.W.D. (each basin)	12	(ft)
Basin volume	6,000	(cu ft)
Total basin volume (2 basin)	6,000	(cu ft)
Detention time		hr

Final Clarifier

Number of clarifies	1	
Diameter	22	(ft)
Stilling well diameter	5	(ft)
S.W.D.	12	(ft)
Surface area	375	(sq ft)
Total surface area	375	(sq ft)
Clarifier volume	4,500	(cu ft)
Total Clarifier volume	4,500	(cu ft)
Detention time at peak flow	2.2	(hr)

Chlorine Contact Basin

Number of chambers	1	
Chamber length	4.2	(ft)
Chamber width	12	(ft)
S.W.D.	12	(ft)
Chamber volume	605	(cu ft)
Total chamber volume	605	(cu ft)
Contact time at peak flow	20	(min)

Aerobic Digester

Number of chambers	1	
Chamber length	69.44	(ft)
Chamber width	12	(ft)
S.W.D.	12	(ft)
Chamber volume	10,000	(cu ft)
Total chamber volume (1 chambers)	10,000	(cu ft)

Effluent Storage

Number of Tanks	1	
Tank Diameter	42.00	(ft)
Tank Height	16	(ft)
Tank Volume	163,845.00	(gal)

Type Dimensions of Plant Processes

Dimensions of treatment processes:

The following tables list the dimensions of each treatment process for phase 2.

Extended Aeration Basin

Number of aeration basins	2	
Length (each basin)	41.67	(ft)
Width (each basin)	12	(ft)
S.W.D. (each basin)	12	(ft)
Basin volume	6,000	(cu ft)
Total basin volume (4 basin)	12,000	(cu ft)
Detention time		hr

Final Clarifier

Number of clarifies	2	
Diameter	22	(ft)
Stilling well diameter	5	(ft)
S.W.D. (each clarifier)	12	(ft)
Surface area (each clarifier)	375	(sq ft)
Total surface area (2 clarifiers)	750	(sq ft)
Clarifier volume	4,500	(cu ft)
Total Clarifier volume (4 clarifiers)	9,000	(cu ft)
Detention time at peak flow	2.2	(hr)

Chlorine Contact Basin

Number of chambers	2	
Chamber length	4.2	(ft)
Chamber width	12	(ft)
S.W.D.	12	(ft)
Chamber volume	605	(cu ft)
Total chamber volume (2 chambers)	1,210	(cu ft)
Contact time at peak flow	20	(min)

Aerobic Digester

Number of chambers	2	
Chamber length	69.44	(ft)
Chamber width	12	(ft)
S.W.D.	12	(ft)
Chamber volume	10,000	(cu ft)
Total chamber volume (2 chambers)	20,000	(cu ft)

Effluent Storage

Number of Tanks	1	
Tank Diameter	41.00	(ft)
Tank Height	16	(ft)
Tank Volume	163,845.00	(gal)



Authorization for Re-Use of Domestic Reclaimed Water

This application is for the beneficial reuse of domestic reclaimed water in accordance with 30 Texas Administrative Code (TAC) Chapter 210, Subchapters A, B, C, and D.

REASON FOR APPLICATION:

Select the reason you are submitting this application:

- ☒ New authorization
☐ Amendment of reuse authorization number: R

SOURCE OF THE RECLAIMED WATER:

What is the permit number for the wastewater treatment plant where the reclaimed water is produced: WQ00

What is the expiration date of the wastewater permit? NA - New Permit - Coupled

Section 1. Producer (Applicant)

- a) What is the Customer Number (CN) issued to this entity? CN
- b) What is the Legal Name of the entity (applicant) applying for this authorization? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Paloma LB Loving LLC

Section 2. Provider

Is the Provider the same as the Producer?

- ☒ Yes, go to Section 3)
☐ No, complete section below

- a) What is the Customer Number (CN) issued to this entity? CN
- b) What is the Legal Name of the entity (applicant) applying for this authorization? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Paloma LB Loving LLC

Section 3. Application Contact

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

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

First and Last Name: Alex Epley

Suffix:

Title: Managing Member

Credentials:

Phone Number: 713-876-9050

Fax Number: [REDACTED]

Email: Alex.Epley@PalomaServices.com

Mailing Address: 2000 Bering Dr., STE 401

City, State, and Zip Code: Houston, TX 77057

Section 4. Regulated Entity (RE) Information

For this section, provide the requested information for the wastewater treatment plant (WWTP) where the reclaimed water is produced.

- a) What is the Regulated Entity Number (RN) issued to the WWTP? RN [REDACTED]
- b) What is the Site Name for the WWTP? Paloma Services Loving County WWTP

Section 5. General Characteristics

- a) Type of reclaimed water being used:

- ☐ Type I
☒ Type II
☐ Both

- b) Identify additional treatment processes that may be needed to achieve the effluent quality.

Type I: [REDACTED]

Type II: See 10054 Technical Report and Attachments 12-16

- c) Provide the following effluent limits in the WWTP discharge permit.

1. Flow, in million gallons per day:

Current: 0

Proposed, if applicable: .075/.150 (Phase 1 and Phase 2)

2. Oxygen Demand. Select the appropriate limit and provide the limit value.

- ☒ BOD₅
☐ CBOD₅

Limit value, in milligrams per liter: 20

3. Bacteria. Select the appropriate limit and provide the limit value.

- ☒ *Escherichia coli*
☐ *Enterococci*

Limit value, in colony forming units per 100 milliliters: NA

Section 6. Storage Requirements

- a) Is the reclaimed water stored in a fabricated tank that is leak proof certified?

- ☒ Yes, go to Section 7
☐ No, complete section below

- b) Are any of the reclaimed water storage or usage sites located in the Edwards Aquifer

Recharge Zone?

☐ Yes

☐ No

- c) Are any of the reclaimed water usage sites located outside the Edwards Aquifer Recharge Zone, but within the DRASTIC Designated Areas having a pollution potential index figure of 110 or greater?

☐ Yes

☐ No

- d) If you answered Yes to questions b) or c), complete the following questions.

1. Do pond construction materials meet 30 TAC §210.23(c)(1), (2), and (4)?

☐ Yes

☐ No

☐ NA

2. Do liners meet the requirements in 30 TAC §210.23(c)(3) or (5)?

☐ Yes

☐ No

☐ NA

3. Have the liners been certified according to 30 §TAC 210.23(c)(6)?

☐ Yes

☐ No

☐ NA

4. Do the soil embankment walls meet the requirements in 30 TAC §210.23(c)(7)?

☐ Yes

☐ No

☐ NA

5. If you answered No or NA to questions 1) - 4), provide an explanation.

- e) If you answered No to questions b) and c), complete the following questions.

1. Do pond construction materials meet 30 TAC §210.23(d)(1) and (2)?

☐ Yes

☐ No

☐ NA

2. Do liners meet the requirements in 30 TAC §210.23(d)(3) or (4)?

☐ Yes

☐ No

☐ NA

3. Have the liners been certified according to 30 §TAC 210.23(d)(5)?

☐ Yes

☐ No

☐ NA

4. Do the soil embankment walls meet the requirements in 30 TAC §210.23(d)(6)?

☐ Yes

☐ No

☐ NA

5. If you answered No or NA to questions 1) - 4), provide an explanation.

Section 7. Reclaimed Water Uses

- a) Describe all potential uses of the reclaimed water at the WWTP.

Irrigation

- b) Describe all potential uses of the reclaimed water at other sites.

Section 8. Reclaimed Water Users

- a) Is the producer, provider, and user the same entity?
- ☒ Yes, go to Section 9
- ☐ No, attach a copy of the contract template and complete this section.
- b) Does the contract have an operation and maintenance plan as required by 30 TAC 210.4(a)(4)?
- ☐ Yes, attach a copy of the operation and maintenance plan.
- ☐ No. Do not submit this form until an operation and maintenance plan has been developed.
- c) For each user, provide the following information. If there are more than two users, complete Attachment A.

1. Name of the User:

2. What is the contact information for this User?

Prefix (Mr. Ms. or Miss):

First and Last Name: Suffix:

Title: Credentials:

Phone Number: Fax Number:

Email:

Mailing Address:

City, State, and Zip Code:

3. Types of Uses (irrigation, dust suppression, cooling water, etc):

4. Is there a contract, legal agreement, or ordinance between this user and the provider?

☐ Yes

☐ No

If no, please explain:

5. Is the reclaimed water being supplied to the user on a “demand only” basis as required by 30 TAC §210.7?

☐ Yes

☐ No

If no, please explain:

1. Name of the User:

2. What is the contact information for this User?

Prefix (Mr. Ms. or Miss):

First and Last Name: Suffix:

Title: Credentials:

Phone Number: Fax Number:

Email:

Mailing Address:

City, State, and Zip Code:

3. Types of Uses (irrigation, dust suppression, cooling water, etc):

4. Is there a contract, legal agreement, or ordinance between this user and the provider?

☐ Yes

☐ No

If no, please explain:

5. Is the reclaimed water being supplied to the user on a “demand only” basis as required by 30 TAC §210.7?

☐ Yes

☐ No

If no, please explain:

Section 9. Attachments

This application must include the following attachments:

- a) A completed Core Data Form (TCEQ-10400);
- b) A map of the service area for the reclaimed water;
- c) A map showing the location of all reclaimed water storage ponds;
- d) A copy of the user contracts, if the user is a different entity than the producer and provider; and
- e) A copy of the operation and maintenance plan for each contract.

Section 10. Producer Certification

I understand that if there is a major change in the use of reclaimed water, the producer/provider must notify the TCEQ of the change at least 45 days before the planned implementation. Examples of major changes include:

- a change in the boundary of the approved service area;
- the addition of a new user;
- a change in the intended uses; and
- a change from Type I to Type II reclaimed water or vice versa.

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.

Producer Signatory Name: Alex Epley

Producer Signatory Title: Managing Member

Signature (use blue ink):  Date: 6/9/25

Section 11. Provider Certification

If the provider is a different entity than the producer, the provider must complete this section.

I understand that if there is a major change in the use of reclaimed water, the producer/provider must notify the TCEQ of the change at least 45 days before the planned implementation. Examples of major changes include:

- a change in the boundary of the approved service area;
- the addition of a new user;
- a change in the intended uses; and
- a change from Type I to Type II reclaimed water or vice versa.

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.

Provider Signatory Name: Alex Epley

Provider Signatory Title: Managing Member

Signature (use blue ink):  Date: 6/9/25



Application for Reclaimed Water Production Authorization under 30 TAC Chapter 321, Subchapter P

TCEQ Office Use Only

Permit No.:
EP _____

IMPORTANT:

- Use the attached **INSTRUCTIONS** when completing this form.
- Use the attached **CUSTOMER CHECKLIST** to make certain all items are complete and accurate.
- Missing, illegible, or inaccurate items may delay final approval.

1. **Application Fee:** You must pay the \$300 Application Fee to TCEQ for the application to be considered complete.



Pay the application fee on line. Go to <https://www6.tceq.texas.gov/epay/>

Select Fee Type: Permit By Rule (Ch 321 Subchapter P) Reclaimed Water Production Authorization Application

What is the Voucher Number?

(See Attachment 21)

If payment is by mailed check/money order, give the following information.

Check/Money Order No.:

Name Printed on Check:

Original and One (1) copy of the Application.

Is the copy attached? Yes

What is the domestic water quality permit number?

This permit must be active to qualify for this authorization.

WQ00 _____

A. Who is the current permittee of the water quality permit?

The applicant for reclaimed water production authorization must also hold the wastewater discharge permit.

1. **CN** (Search [Central Registry](#))

2. What is the full Legal Name of the applicant? *(The exact legal name must be provided.)*

3. What is the applicant's mailing address as recognized by the **US Postal Service**?

Address:

Suite No./Bldg. No./Mail Code:

City:

State:

ZIP Code:

Country Mailing Information (if outside USA).

Country Code:

Postal Code:

4. Phone No.: ()

Extension:

5. Fax No.: ()

E-mail Address:

6. Indicate the type of Customer:

Individual

Sole Proprietorship-D.B.A.

Limited Partnership

Corporation

Federal Government

General Partnership

State Government

County Government

City Government

Other Government

Other:

7. Number of Employees:

0-20;

21-100;

101-250;

251-500; or

501 or higher

B. BILLING ADDRESS

The permittee is responsible for paying the annual fee. The annual fee will be assessed to permits **active on September 1 of each year**. TCEQ will send a bill to the billing address provided in this section. The permittee is responsible for terminating the permit when it is no longer needed. **Annual fee is \$800 if constructed or \$400 if not constructed.**

Is the billing address same as the permittee address? Yes, go to **Section C**. No, fill out **Section B**

1. Billing Mailing Address:

Suite No./Bldg. No./Mail Code:

City: State:

ZIP Code:

2. Country Mailing Information (if outside USA).

Country Code:

Postal Code:

3. Billing Contact (Attn or C/O):

4. Phone No.: ()

Extension:

5. Fax No.: ()

E-mail Address:

C. APPLICATION CONTACT		
If TCEQ needs additional information regarding this application, who should be contacted?		
Name: Craig Gonzalez	Title: Principal	Company: Urban Infrastructure Group
Phone No.: (956)405-3337		
Fax No.: ()	eMail Address: cgonzalez@uigtexas.com	
D. REGULATED ENTITY (RE) INFORMATION		
1. Has the TCEQ issued a Regulated Entity Reference Number (RN) for the site where the facility will be located?		
Yes. What is the RN? RN (Search Central Registry)		
No - TCEQ will assign the RN number after the application submitted.		
2. Name that is used to identify the facility or site.		
3. Does the site have a physical address?		
If Yes, complete Section A for a physical address.		
If No, complete Section B for site location information.		
Section A: Enter the physical address for the site. (verify it with USPS.com or other delivery source)		
Street Number:	Street Name:	
City:	ZIP Code:	
Section B: Enter the site location information.		
If no physical address (Street Number & Street Name), provide a written location access description to the site: (Ex.: phase 1 of Woodland subdivision located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South) The facility is located at the south corner of the RM 652 and Private Rd 3021 intersection, approximately 11,896 LF South-West from the intersection of RM 652 and Co Rd 300 in Loving County, Texas.		
City where the site is located or nearest city to site:		ZIP Code where site is located:
4. What is the county where the facility will be located?		
5. What is the latitude and longitude where the facility is located?		
Latitude:	N	Longitude: W
E. Technical Questions		
1. Reclaimed water authorization (210 authorization). Check which is attached.		
Current Authorization Application for Authorization		
2. Use of reclaimed water. List planned uses and location of uses. Attach addition sheet if necessary.		
Site #	Use	Location
3. Final design. Attach an engineering design that includes design flow, design calculations, treatment units and their sizes, a flow diagram, and effluent water quality. Name of Attachment:		
4. Buffer Zone Report. Attach a buffer zone report that details how the facility will qualify for an enhanced buffer zone or how it will meet standard buffer zone requirements. The report must include proof of ownership or control of the buffer zone site. Proof must include either a copy of deed, tax record, contract, lease or other legal document. Name of Attachment:		

Is the enhanced buffer zone met?

☐ No ☒ Yes

If No, the application is subject to the public participation process. Question 7 must be completed.

If Yes, indicate the enhanced buffer zone option:

- ☒ At least 300 feet from nearest property line.
☐ Enclosed without air exchange and at least 150 feet from nearest property line.
☐ Enclosed with air exchange and at least 50 feet from nearest property line.

5. Maps. Attach each of the following maps and check to indicate the map is attached. See instruction for specific details to be shown on the maps.

- | | | |
|-------------------------------------|--|-------------------------|
| <input checked="" type="checkbox"/> | a. Buffer zone map | (See Attachments 19-20) |
| <input checked="" type="checkbox"/> | b. County general highway map showing at least a one mile radius around the facility boundaries. | |
| <input checked="" type="checkbox"/> | c. US Geological Survey 7.5-minute quadrangle topographic map or equivalent high quality color copy showing at least one mile beyond the facility boundaries | |

6. Public Participation Process. This information is required if the enhanced buffer zone criteria are not met.

The Office of Chief Clerk will send the applicant, the notice of the executive director's preliminary determination of the application, for publishing in a newspaper of largest circulation in the county where the facility will be located.

The applicant must file with the Chief Clerk a copy of an affidavit of the publication within **60 days** of receiving the written instructions from the Office of Chief Clerk.

a. I will comply with the public participation requirements described in 30 TAC §321.319.

☒ Yes ☐ No

If No, application will not be approved.

b. Who is the person responsible for publishing the notice? (Note: All contact information requested below is required.)

Name: Craig Gonzalez	Title: Principal	Company: Urban Infrastructure Group
Address: 260 S. Texas Blvd.		Suite No./Bldg. No./Mail Code: STE. 403
City: Weslaco	State: Texas	Zip Code: 78596
Phone No.: (956) 405-3337	Extension:	
Fax No.: ()	E-mail Address: cgonzalez@uigtexas.com	

c. What is the name and location of the public location where copies of the application and the draft permit may be viewed?

Name of Public Place: Loving County Court House
Address of Public Place: 100 Bell St., Mentone, TX 79754
County of Public Place: Loving

F. Signature

I, Alex Epley

Typed or printed name

Mangaging Member

Title

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

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

Signature: 

(Use blue ink)

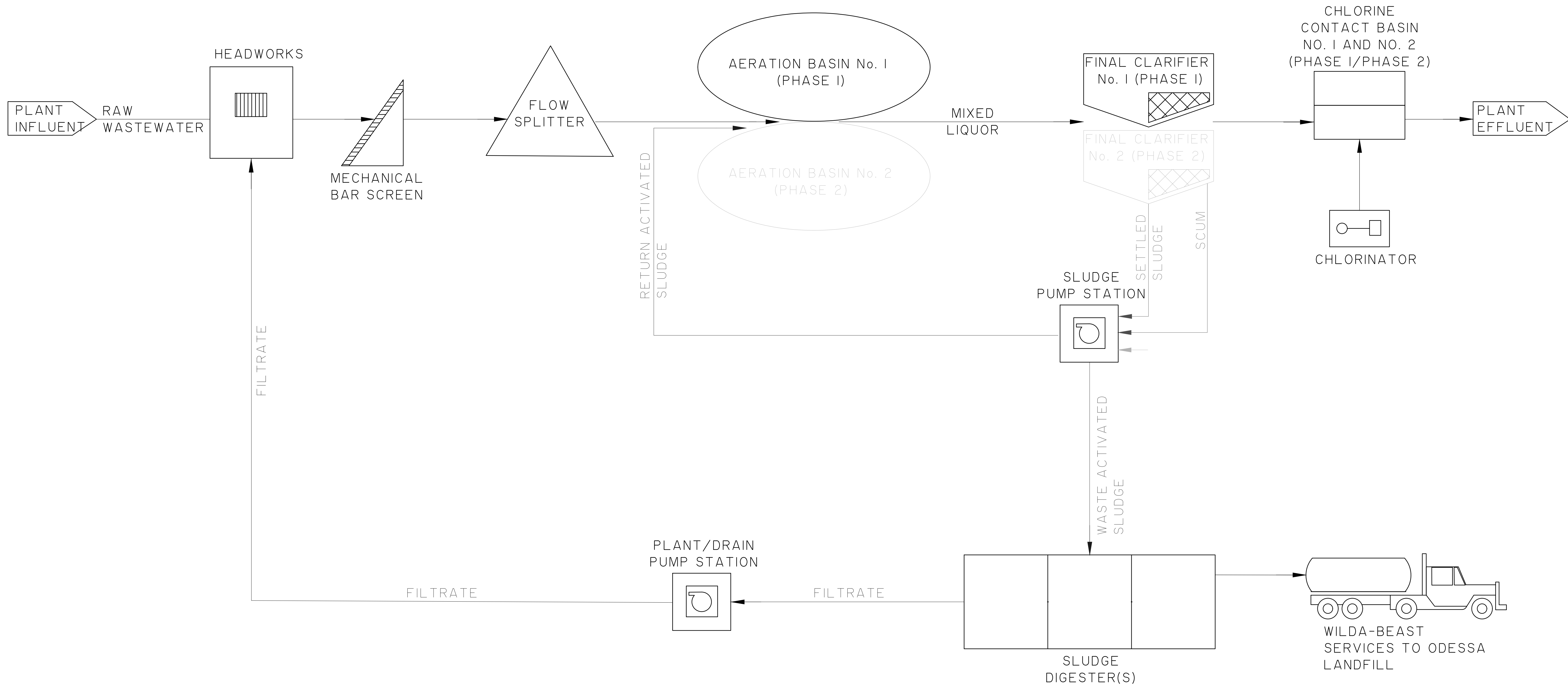
Date: 6/9/25

Did you complete everything?

Are you ready to mail your form to TCEQ? Use this checklist to be sure!

Customer Checklist	
✓ This checklist is to help the applicant ensure a complete application. Missing information may result in denial of authorization.	
	Application Fee was paid through EPAY and payment voucher is attached. Note: Use ePay to pay the application fee at https://www6.tceq.texas.gov/epay/. Paying online helps to streamline our processing of your application.
	Payment Submittal Form with payment was mailed to TCEQ Cashier's office DO NOT MAIL THE PAYMENT WITH THE ORIGINAL APPLICATION.
OPERATOR	INFORMATION - Confirm each item is complete: Customer Number (CN) issued by TCEQ Central Registry Operator Mailing Address is complete & verifiable with USPS. www.usps.com Billing Address is complete & verifiable with USPS. www.usps.com Phone Numbers/E-mail Address Type of Entity (Entity Type) Number of Employees
	REGULATED ENTITY (RE) INFORMATION ON SITE - Confirm each item is complete: Customer Name/Regulated Entity Name Site Address or Description if no address is assigned Latitude and Longitude www.tceq.texas.gov/gis/drghelp.html#Latlong or http://www.terraser.com/ . Business description
	GENERAL CHARACTERISTICS - Confirm each item is complete: Copy of Reuse authorization or application attached Reuse sites identified Rights to occupy documentation Final Design Buffer Zone report Three required maps attached Public Participation Information if enhanced buffer zone is not met
CERTIFICATION	Signature meets 30 Texas Administrative Code (TAC) §305.44 and is original.

\\N\AS00 - Loring Co. WWT Pre-App Services\Urgency\Flow Diagram.dwg



WTP FLOW DIAGRAM
N.T.S

PRINCIPAL CONTACTS		ADDRESS	PHONE
Paloma LB Loring LLC Urban Infrastructure Group	Alex Epley	5818 Beverly Hill St., Houston, TX 77057	(713)876-9050
	Craig Gonzalez	260 S. Texas Blvd., Weslaco, TX 78596	(956)405-3337

DATE PREPARED:
6/17/2025

 **URBAN
INFRASTRUCTURE
GROUP, INC.**
260 S TEXAS BLVD,
STE. 403
WESLACO, TEXAS 78596
(956) 405-3337
TBP FIRM NO. F-13094
WWW.UIGTEXAS.COM

Loving County, Texas
Paloma Services Loving County WWTP
WWTP Design Calculations

Initial Phase - 0.075 MGD WASTEWATER TREATMENT PLANT DESIGN

Final Phase - 0.150 MGD WASTEWATER TREATMENT PLANT DESIGN

BASIC DESIGN PARAMETERS:

Initial Phase:

Design Flow:	0.0750 MGD	
2-Hour Peak Flow (4 x Design Flow):	0.300 MGD	
	208 GPM	
BOD ₅ :	325 mg/l	203 lbs/day
TSS:	325 mg/l	203 lbs/day

Final Phase:

Design Flow:	0.1500 MGD	
2-Hour Peak Flow (4 x Design Flow):	0.600 MGD	
	417 GPM	
BOD ₅ :	325 mg/l	406 lbs/day
TSS:	325 mg/l	406 lbs/day

PRELIMINARY TREATMENT:

Manually cleaned bar screen.

CONVENTIONAL WITH NITRIFICATION:

Essential TCEQ Requirements:

Maximum Aerator Organic Loading = 35 lbs. BOD ₅ / 1000cf/day	35 lbs.BOD ₅ /1000cf/day
Minimum Aerator Depth for Diffused Aeration = 8 ft.	

Initial Phase:

Required Aeration Volume (@15 lb influent BOD ₅ /1,000 cf):	5,804 cf
Volume Provided	6,000 cf

Final Phase:

Required Aeration Volume (@15 lb influent BOD ₅ /1,000 cf):	11,607 cf
Volume Provided	12,000 cf

EXTENDED AIR SECONDARY CLARIFICATION:**Essential TCEQ Requirements:**

Weir Loading for peak flows of 1.0 MGD or less: < 20,000 g/ft/day
Weir Loading for peak flows > 1.0 MGD: < 30,000 g/ft/day
Solids Loading of floor: < 50 lbs. SS/ft²/day
Minimum Clarifier Side Water Depth (SWD) = 8 ft if SA < 300 and 10 ft if SA > 300: Design us **12** ft
When Diameter ≥ 40 ft., Minimum Clarifier Side Water Depth (SWD) = 10 ft.
For Secondary with Clarifiers Having SWD ≥ 10 ft.:
Maximum Surface Loading Rate @ Peak 2-Hr Flow = **800** g/day/sf
Maximum Surface Loading Rate @ Design Flow = **400** g/sf/day
Minimum Detention Time @ Peak 2-Hr Flow = **2.2**
Minimum Detention Time @ Design Flow = **4.5**

Initial Phase:

Required Volume (@ **2.2** Hr. D.T. for 2-Hr Peak Flow): 27,500 gal. 3,676 cf
Required Volume (@ Max. overflow rate of **800** g/sf/day @ peak flow and minimum depth of 12 feet): 4,500 cf

Required Surface Area (overflow rate of **800** g/sf/day @ peak flow): 375 sf
Minimum diameter (Volume x 4 ÷ 10 x π)^{0.5} 21.85 ft.
Minimum Weir Length Required 15 ft

Final Phase:

Required Volume (@ **2.2** Hr. D.T. for 2-Hr Peak Flow): 55,000 gal. 7,353 cf
Required Volume (@ Max. overflow rate of **800** g/sf/day @ peak flow and minimum depth of 12 feet): 9,000 cf

Required Surface Area (overflow rate of **800** g/sf/day @ peak flow): 750 sf
Minimum diameter (Volume x 4 ÷ 10 x π)^{0.5} 30.90 ft.
Minimum Weir Length Required 30 ft

DISINFECTION USING CHLORINE:**Essential TCEQ Requirements:**

Minimum Detention Time @ Peak 2-Hr Flow = 20 Minutes
Rapid Mixing with G > 500/sec. & with Detention Time of 20 Seconds @ peak flow and the

Initial Phase:

Required Volume @ 20 Min. D. T. For Peak 2-Hr. Flow: 4,167 gal. 557 cf
Volum Provided: 4,525 gal. 605 cf

Final Phase:

Required Volume @ 20 Min. D. T. For Peak 2-Hr. Flow: 8,333 gal. 1,114 cf
Volum Provided: 9,051 gal. 1,210 cf

CHLORINE FEEDER CAPACITY**Probable Chlorine Dose**

7 to 9 mg/l

Initial Phase:

Chlorine Feed Rate (Use 8 mg/l to Average Flow of 0.075 MGD): 5.0 PPD
Chlorine Feed Rate (Use 8 mg/l to Peak Flow of 0.30 MGD): 0.8 PPH

Final Phase:

Chlorine Feed Rate (Use 8 mg/l to Averige Flow of 0.15 MGD): 10.0 PPD
Chlorine Feed Rate (Use 8 mg/l to Peak Flow of 0.60 MGD): 1.7 PPH

WASTE SLUDGE PRODUCTION:

Assume 90% BOD₅ Removal & 90% SS Removal¹:
 Assume 35% of BOD₅ is Removed with SS Removal²:
 Assume 0.5 lbs SS Produced per lb BOD₅ Removed²:
 Assume 80% of Secondary SS are Volatile²:
 Assume 65% of Primary SS are Volatile²:
 Assume 30% Reduction of Raw SS in Aeration
 Assume 1.25% SS Concentration in Waste Sludge²:
 Allow VSS loading of 0.055 lb/cf²:

0.9
 0.35 0.65
 0.5
 0.8
 0.65
 0.3 0.7
 0.0125
 0.055

- Based on Required Effluent Quality of 20/20 mg/l - BOD₅/SS.
- A reasonable estimate of BOD₅ Removal from Wastewater Engineering by Metcalf & Eddy, Ten

Initial Phase:

BOD Removed (lbs BOD/day)
 Primary SS Removed (lb SS/day):
 Primary VSS Removed (lb VSS/day):
 Secondary SS Produced from BOD₅ Removed (lb SS/day):
 Secondary VSS Produced from BOD₅ Removed (lb VSS/day):
 Total SS Produced (lb SS/day):
 Total VSS Produced (lb VSS/day):
 Total SS Wasted (lb SS/day)
 Total Volume SS Wasted (gal/day)

Percent of Initial Phase Flow

100%	75%	50%	25%
183	137	91	46
183	137	91	46
119	89	59	30
59	45	30	15
48	36	24	12
187	141	94	47
166	125	83	42
187	141	94	47
1797	1348	899	449

Final Phase:

BOD Removed (lbs BOD/day)
 Primary SS Removed (lb SS/day):
 Primary VSS Removed (lb VSS/day):
 Secondary SS Produced from BOD₅ Removed (lb SS/day):
 Secondary VSS Produced from BOD₅ Removed (lb VSS/day):
 Total SS Produced (lb SS/day):
 Total VSS Produced (lb VSS/day):
 Total SS Wasted (lb SS/day)
 Total Volume SS Wasted (gal/day)

Percent of Interim Phase Flow

100%	75%	50%	25%
366	274	183	91
366	274	183	91
238	178	119	59
119	89	59	30
95	71	48	24
375	281	187	94
333	250	166	83
375	281	187	94
3,595	2,696	1,797	899

SLUDGE DIGESTION USING AEROBIC DIGESTION:**Essential TCEQ Requirements:**

- Minimum Volume = 20 cf/lb of BOD₅.
- Minimum Retention Time = 40 days. @ 20 Degrees Celcius

Other accepted Design Requirements:

- Volatil SS Loading (Wastewater Engineering by Metcalf & Eddy):

0.1 lbs/cf

Initial Phase:

Required Volume (Based on 20 cf/lb. BOD₅):
 Required Volume (Based on 40 Days Sludge D. T.)
 Required Volume (VSS Loading)
 Volume Provided:

4,063 cf
 9,612 cf
 1,664 cf
 10,000 cf

Final Phase:

Required Volume (Based on 20 cf/lb. BOD₅):
 Required Volume (Based on 40 Days Sludge D. T.)
 Required Volume (VSS Loading)
 Volume Provided:

8,125 cf
 19,224 cf
 3,327 cf
 20,000 cf

CBOD5 Removal

Influent Concentration = 325 mg/l
 Effluent Concentration = 10 mg/l
 Net Removal = 315 mg/l

DIGESTER SLUDGE DETENTION TIME:**Initial Phase:**

Hydraulic Retention Time:

41.61 Days

Final Phase:

Hydraulic Retention Time:

41.61 Days

DIGESTER SLUDGE REMOVAL SCHEDULE:

Based on 40% reduction of SS in Aerobic Digestion
 Assume Concentration of Sludge in Digester at 2%

0.6

Percent of Phase Flow**Initial Phase:**

Days between Sludge Removal:

100%	75%	50%	25%
110	147	221	443

Final Phase:

Days between Sludge Removal:

110 147 221 443

AIR REQUIREMENTS:**AERATION USING COARSE-BUBBLE DIFFUSED AERATION:****Essential TCEQ Requirements:** ≥ 2.2 lbs. O₂/lb. BOD₅ ≥ 2850 scf Air/lb. BOD₅ (Based on 4.5% O₂ T.E.) ≥ 2110 scf Air/lb. BOD₅ (By Ashbrook Certified Efficiency of 9.3% O₂ T.E. clean water at 13.75 ft Submergence){(1lb. BOD₅ x 2.2 lbs. O₂/lb. BOD₅)/(0.01725 lbs. O₂/cf air x 0.093 x 0.65 transfer efficiency)=2110 scfm/lb BOD₅}**Initial Phase:**Required Air Volume (@ 4.5% O₂ T.E.):

402 scfm

Required Air Volume (@ 9.3% O₂ T.E. @ 13.75 ft. submergence and 25 scfm, by

298 scfm

Final Phase:Required Air Volume (@ 4.5% O₂ T.E.):

804 scfm

Required Air Volume (@ 9.3% O₂ T.E. @ 13.75 ft. submergence and 25 scfm, by

595 scfm

AEROBIC DIGESTION:**Essential TCEQ Requirements:** ≥ 30 scfm/1,000 cf of Digester Volume

30 scfm/1000cf

20

Initial Phase:

Required Air Volume:

300 scfm

Final Phase:

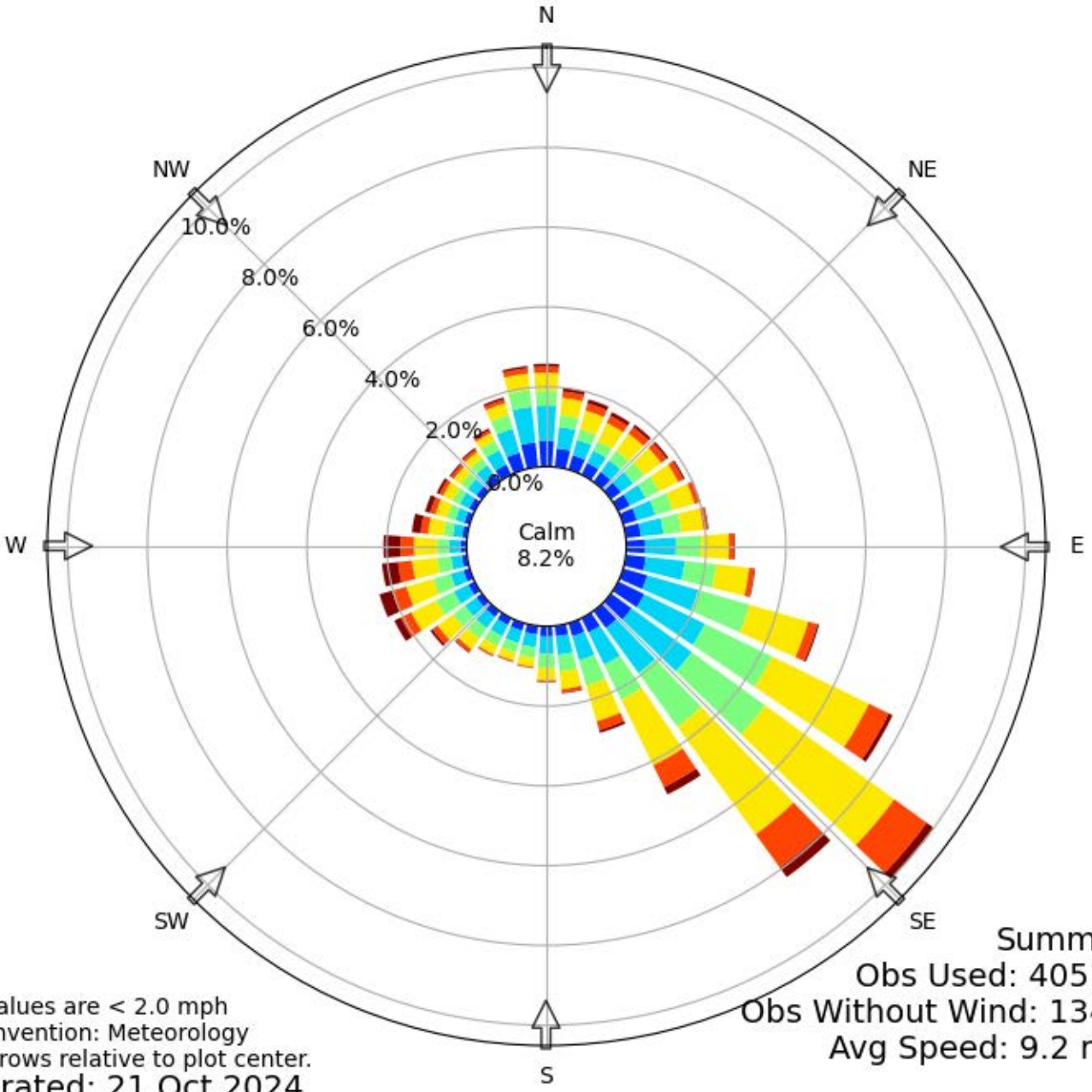
Required Air Volume:

600 scfm

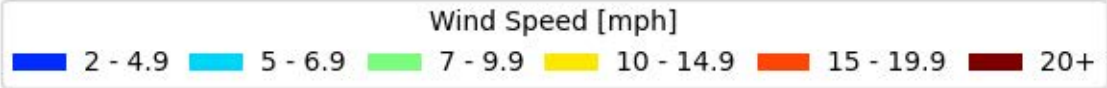


Windrose Plot for [INK] WINK/WINKLER CO.

Obs Between: 31 Dec 1972 06:00 PM - 21 Oct 2024 04:53 AM America/Chicago

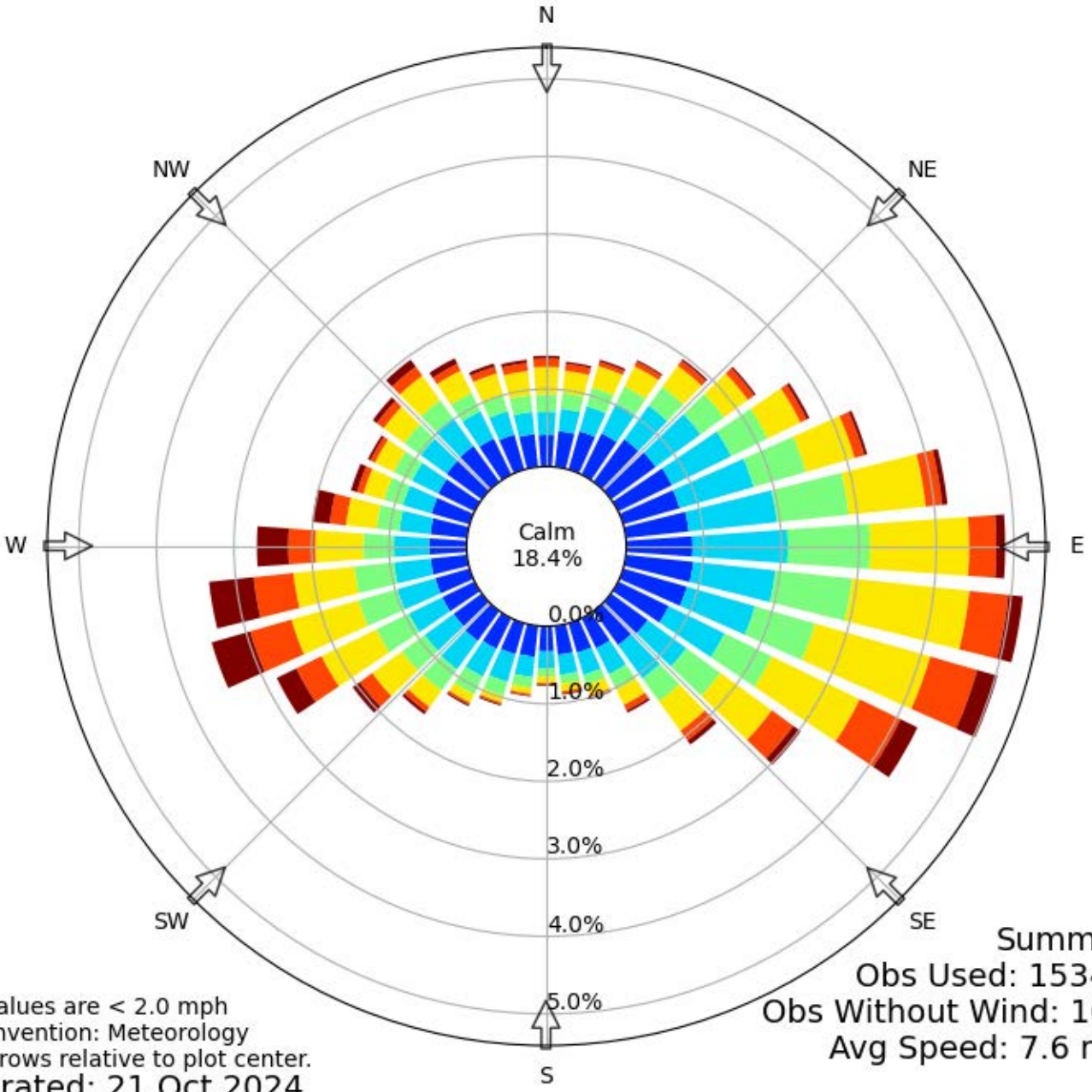


Calm values are < 2.0 mph
Bar Convention: Meteorology
Flow arrows relative to plot center.
Generated: 21 Oct 2024



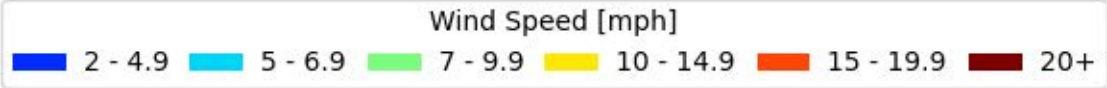


Windrose Plot for [PEQ] PECOS
Obs Between: 01 Mar 2004 12:25 AM - 21 Oct 2024 03:55 AM America/Chicago



Calm values are < 2.0 mph
Bar Convention: Meteorology
Flow arrows relative to plot center.
Generated: 21 Oct 2024

Summary
Obs Used: 153488
Obs Without Wind: 1066
Avg Speed: 7.6 mph



PALOMA SERVICES LOVING COUNTY WWTP
Loving County, TEXAS

Solids Management Plan

June 6, 2025

Interim I Phase:

The proposed WWTP has a treatment capacity of 0.075 MGD.

Final Phase:

The proposed WWTP has a treatment capacity of 0.150 MGD.

Estimated Solids Generation Criteria:

Design Influent BOD = 325 mg/L

Solids Generated = 0.98 lb per lb of BOD applied

Calculations are based on the average influent BOD, as stipulated in Chapter 217

1. Mixed Liquor Suspended Solids Operating Range for Completely Mixed Activated Sludge in an Extended Aeration Plant (Metcalf and Eddy)

Phase #	Operating Range (mg/L)
Interim I Phase	3,000-6,000
Final Phase	3,000-6,000

2. Solids Removal Process

Sludge wasting pumps will convey sludge from the pretreatment, extended aeration, and final clarifier unit(s) to the aerobic sludge digester. The aerobic sludge digester will contain respective gas controls and seals. The resulting solids will be transported to a landfill for disposal through the transporter, Wilda-Beast Rig Services.

3. Quantity and Removal Schedule

Solids will be removed from the sludge digester on a minimum 40-day rotation during both phases at a temperature of 20 degrees Celsius. The treatment plant will not be accepting or processing sludge from other treatment plants.

4. Design Solid Generation

WASTE SLUDGE PRODUCTION:				
Assume 90% BOD₅ Removal & 90% SS Removal¹:		0.9	0.9	
Assume 35% of BOD₅ is Removed with SS Removal²:	0.35	0.65		
Assume 0.5 lbs SS Produced per lb BOD₅ Removed²:		0.5		
Assume 80% of Secondary SS are Volatile²:		0.8		
Assume 65% of Primary SS are Volatile²:		0.65		
Assume 30% Reduction of Raw SS in Aeration	0.3	0.7		
Assume 1.25% SS Concentration in Waste Sludge²:		0.0125		
Allow VSS loading of 0.055 lb/cf²:		0.055		
1. Based on Required Effluent Quality of 20/20 mg/l - BOD₅/SS.				
2. A reasonable estimate of BOD₅ Removal from Wastewater Engineering by Metcalf & Eddy, Ten State Standards, and Others.				
Initial Phase:	100%	75%	50%	25%
BOD Removed (lbs BOD/day)	183	137	91	46
Primary SS Removed (lb SS/day):	183	137	91	46
Primary VSS Removed (lb VSS/day):	119	89	59	30
Secondary SS Produced from BOD₅ Removed (lb SS/day):	59	45	30	15
Secondary VSS Produced from BOD₅ Removed (lb VSS/day):	48	36	24	12
Total SS Produced (lb SS/day):	187	141	94	47
Total VSS Produced (lb VSS/day):	166	125	83	42
Total SS Wasted (lb SS/day)	187	141	94	47
Total Volume SS Wasted (gal/day)	1797	1348	899	449
Percent of Phase Flow				
Final Phase:	100%	75%	50%	25%
BOD Removed (lbs BOD/day)	366	274	183	91
Primary SS Removed (lb SS/day):	366	274	183	91
Primary VSS Removed (lb VSS/day):	238	178	119	59
Secondary SS Produced from BOD₅ Removed (lb SS/day):	119	89	59	30
Secondary VSS Produced from BOD₅ Removed (lb VSS/day):	95	71	48	24
Total SS Produced (lb SS/day):	375	281	187	94
Total VSS Produced (lb VSS/day):	333	250	166	83
Total SS Wasted (lb SS/day)	375	281	187	94
Total Volume SS Wasted (gal/day)	3,595	2,696	1,797	899

<u>SLUDGE DIGESTION USING AEROBIC DIGESTION:</u>				
<u>Essential TCEQ Requirements:</u>				
I. Minimum Volume = 20 cf/lb of BOD₅.				
II. Minimum Retention Time = 60 days.				
<u>Other accepted Design Requirements:</u>				
III. Volatile SS Loading (Wastewater Engineering by Metcalf & Eddy):		0.1	lbs/cf	
<u>Initial Phase:</u>				
Required Volume (Based on 20 cf/lb. BOD₅):		4,063	cf	
D. T.)	Required Volume (Based on 60 Days Sludge	14,418	cf	
	Required Volume (VSS Loading)	1,664	cf	
	Volume Provided:	15,000	cf	
<u>Final Phase:</u>				
Required Volume (Based on 20 cf/lb. BOD₅):		8,125	cf	
D. T.)	Required Volume (Based on 60 Days Sludge	28,836	cf	
	Required Volume (VSS Loading)	3,327	cf	
	Volume Provided:	30,000	cf	
IV. CBOD 5 Removal		Influent Concentration =		325 mg/l
		Effluent Concentration =		10 mg/l
		Net Removal =		315 mg/l
<u>DIGESTER SLUDGE DETENTION TIME:</u>				
<u>Initial Phase:</u>				
Hydraulic Retention Time:		62.42	Days	
<u>Final Phase:</u>				
Hydraulic Retention Time:		62.42	Days	
<u>DIGESTER SLUDGE REMOVAL SCHEDULE:</u>				
Based on 40% reduction of SS in Aerobic Digestion		0.6		
Assume Concentration of Sludge in Digester at 1.5%				
		Percent of Phase Flow		
<u>Initial Phase:</u>		100%	75%	50% 25%
Days between Sludge Removal:		124	166	249 499
<u>Final Phase:</u>				
Days between Sludge Removal:		124	166	249 499

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number:	771197
Trace Number:	582EA000672654
Date:	06/17/2025 09:20 AM
Payment Method:	ACH - Authorization 0000000000
Voucher Amount:	\$50.00
Fee Type:	30 TAC 305.53B WQ NOTIFICATION FEE
ePay Actor:	JIM RODGERS

Payment Contact Information

Name:	JIM RODGERS
Company:	PALOMA WASTEWATER SERVICES
Address:	2000 BERING DR SUITE 401, HOUSTON, TX 77057
Phone:	713-494-4304

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number: 771198
Trace Number: 582EA000672654
Date: 06/17/2025 09:20 AM
Payment Method: ACH - Authorization 0000000000
Voucher Amount: \$300.00
Fee Type: PERMIT BY RULE (CH 321 SUBCHAPTER P) RECLAIMED WATER
PRODUCTION AUTHORIZATION
ePay Actor: JIM RODGERS

Payment Contact Information

Name: JIM RODGERS
Company: PALOMA WASTEWATER SERVICES
Address: 2000 BERING DR SUITE 401, HOUSTON, TX 77057
Phone: 713-494-4304

Site Information

Site Name: PALOMA SERVICES LOVING COUNTY WWTP
Site Location: THE FACILITY IS LOCATED AT THE SOUTH CORNER OF THE RM 652 AND
PRIVATE RD 3021 IN

Customer Information

Customer Name: PALOMA LB LOVING LLC
Customer Address: 2000 BERING DR SUITE 401, HOUSTON, TX 77057

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number: 771196
Trace Number: 582EA000672654
Date: 06/17/2025 09:20 AM
Payment Method: ACH - Authorization 0000000000
Voucher Amount: \$800.00
Fee Type: WW PERMIT - FACILITY WITH FLOW >= .10 & < .25 MGD - NEW AND MAJOR AMENDMENTS
ePay Actor: JIM RODGERS

Payment Contact Information

Name: JIM RODGERS
Company: PALOMA WASTEWATER SERVICES
Address: 2000 BERING DR SUITE 401, HOUSTON, TX 77057
Phone: 713-494-4304

Site Information

Site Name: PALOMA SERVICES LOVING COUNTY WWTP
Site Location: THE FACILITY IS LOCATED AT THE SOUTH CORNER OF THE RM 652 AND PRIVATE RD 3021 IN

Customer Information

Customer Name: PALOMA LB LOVING LLC
Customer Address: 2000 BERING DR SUITE 401, HOUSTON, TX 77057

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number:	771197
Trace Number:	582EA000672654
Date:	06/17/2025 09:20 AM
Payment Method:	ACH - Authorization 0000000000
Voucher Amount:	\$50.00
Fee Type:	30 TAC 305.53B WQ NOTIFICATION FEE
ePay Actor:	JIM RODGERS

Payment Contact Information

Name:	JIM RODGERS
Company:	PALOMA WASTEWATER SERVICES
Address:	2000 BERING DR SUITE 401, HOUSTON, TX 77057
Phone:	713-494-4304

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number: 771198
Trace Number: 582EA000672654
Date: 06/17/2025 09:20 AM
Payment Method: ACH - Authorization 0000000000
Voucher Amount: \$300.00
Fee Type: PERMIT BY RULE (CH 321 SUBCHAPTER P) RECLAIMED WATER
PRODUCTION AUTHORIZATION
ePay Actor: JIM RODGERS

Payment Contact Information

Name: JIM RODGERS
Company: PALOMA WASTEWATER SERVICES
Address: 2000 BERING DR SUITE 401, HOUSTON, TX 77057
Phone: 713-494-4304

Site Information

Site Name: PALOMA SERVICES LOVING COUNTY WWTP
Site Location: THE FACILITY IS LOCATED AT THE SOUTH CORNER OF THE RM 652 AND
PRIVATE RD 3021 IN

Customer Information

Customer Name: PALOMA LB LOVING LLC
Customer Address: 2000 BERING DR SUITE 401, HOUSTON, TX 77057

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number: 771196
Trace Number: 582EA000672654
Date: 06/17/2025 09:20 AM
Payment Method: ACH - Authorization 0000000000
Voucher Amount: \$800.00
Fee Type: WW PERMIT - FACILITY WITH FLOW >= .10 & < .25 MGD - NEW AND MAJOR AMENDMENTS
ePay Actor: JIM RODGERS

Payment Contact Information









Name: JIM RODGERS
Company: PALOMA WASTEWATER SERVICES
Address: 2000 BERING DR SUITE 401, HOUSTON, TX 77057
Phone: 713-494-4304

Site Information

Site Name: PALOMA SERVICES LOVING COUNTY WWTP
Site Location: THE FACILITY IS LOCATED AT THE SOUTH CORNER OF THE RM 652 AND PRIVATE RD 3021 IN

Customer Information

Customer Name: PALOMA LB LOVING LLC
Customer Address: 2000 BERING DR SUITE 401, HOUSTON, TX 77057

	Name	Size	Date	Time
	...			
<input type="checkbox"/>	 Attachment 1 - 10400 Core Data Form.pdf	816KB	06/18/25	09:42
<input type="checkbox"/>	 Attachment 11 - Voucher 1.pdf	73KB	06/17/25	13:38
<input type="checkbox"/>	 Attachment 11 - Voucher 2.pdf	126KB	06/17/25	13:38
<input type="checkbox"/>	 Attachment 11 - Voucher 3.pdf	123KB	06/17/25	13:38
<input type="checkbox"/>	 Attachment 12 - Treatment Process.pdf	237KB	06/17/25	13:38
<input type="checkbox"/>	 Attachment 13 - Treatment Unit Sizing.pdf	89KB	06/17/25	13:38
<input type="checkbox"/>	 Attachment 14 - Flow Diagram.pdf	178KB	06/17/25	13:38

Rainee Trevino

From: Cameron Kimball <ckimball@uigtexas.com>
Sent: Thursday, July 10, 2025 5:32 PM
To: Rainee Trevino
Cc: Craig Gonzalez; Alex Epley
Subject: RE: Application for Proposed Permit No. WQ0016828001- Notice of Deficiency Letter
Attachments: 2025-07-10 TCEQ Comment Response.pdf; 10053 Administration Report Section 3-9.pdf; 10400 Core Data Form.pdf; Attachment 6 - Landowner List.pdf; Attachment 6.1 - Landowner List Avery Format.pdf; Landowners Map-A5 LANDOWNER MAP.pdf; USGS Location Map-A4 USGS Map.pdf; USGS Location Map-A9.1 SPIF USGS Map.pdf; USGS Location Map-A20 USGS Map.pdf; USPS Submittal Delivery Notice.png; Municipal Discharge New Spanish NORI.docx; 20971 SPIF.pdf; Attachment 2 - Plain Language Summary Form.pdf

Rainee,

Please find the attached pdfs and word documents corresponding to the Letter of Deficiency. Thank you for your hard work on this and I do apologize again for the delay in taking action on the response.

Please let me know if there's anything else I can do to help. We are more than capable of resending the Re-Use permit in the mail as well as reuploading it to the ftps website if the original submittal is lost in the wind. Lastly, I have included a quick screenshot of the USPS confirmed delivery on the 24th to TCEQ.

Best Regards,
Cameron

Cameron Kimball | Engineer I | Urban Infrastructure Group | 956.405.3337



260 S. Texas Blvd.
Suite 403
Weslaco, Texas 78596
Office: (956) 405-3337
Website: www.uigtexas.com

From: Rainee Trevino <Rainee.Trevino@tceq.texas.gov>
Sent: Thursday, July 10, 2025 3:23 PM
To: Cameron Kimball <ckimball@uigtexas.com>
Subject: RE: Application for Proposed Permit No. WQ0016828001- Notice of Deficiency Letter



**URBAN
INFRASTRUCTURE
GROUP, INC.**

July 10th, 2025

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

Re: Application for Proposed Permit No.: WQ0016828001 (EPA I.D. No. TX0148008)
Applicant Name: Paloma LB Loving, LLC (CN606398352)
Site Name: Paloma Services Loving County Wastewater Treatment Plant (RN112233995)
Type of Application: New

Ms. Trevino,

We have received your comments for the above referenced TPDES application renewal, dated **June 24th, 2025**. Upon review and revision, we would like to continue with the application process. Below are our responses to TCEQ's comments:

Texas Commission on Environmental Quality:

Comment 1: The application submission includes a separate application for Authorization for Re-use of Domestic Reclaimed Water. This application must be mailed in separately. The application can be mailed by:

*Regular U.S. Mail
Texas Commission on Environmental Quality
Applications Review & Processing Team (MC148)
P.O. Box 13087
Austin, Texas 78711*

OR

*Overnight/Express Mail
Texas Commission on Environmental Quality
Applications Review & Processing Team (MC148)
12100 Park 35 Circle
Austin, Texas 78753*

Response 1: An original paper copy of the Re-use of Domestic Reclaimed Water application was shipped via USPS alongside the TPDES permit following the online

submittal on the 17th of July and was delivered on the 24th of July at 2:34 pm, 2025.

*Comment 2: Administrative Report 1.0, Section 3, Item A:
The legal name of the applicant must be spelled exactly as filed with the Texas Secretary of State. Please submit this section of the application with the updated legal name.*

Response 2: Administrative Report 1.0, Section 3, Item A has been revised to add a comma in the applicant name to be spelled exactly as filed with the Texas SOS. (All iterations of the applicant's name has been corrected to include a comma)

*Comment 3: Core Data Form Section II, Item 6:
The legal name of the applicant must be spelled exactly as filed with the Texas Secretary of State. Please submit the Core Data Form with the updated legal name.*

Response 3: Core Data Form Section II, Item 6 has been revised to add a comma in the applicant name to be spelled exactly as filed with the Texas SOS.

*Comment 4: Core Data Form, Section II, Item 8:
Please submit an updated Core Data Form with the Texas State Identification number from the Texas Comptroller of Public Accounts.*

Response 4: Core Data Form Section II, Item 8 has been revised to add the 11 digit Texas State Identification number.

*Comment 5: Core Data Form, Section III, Item 25:
The description to the physical location of the facility has directions from 2 separate intersections. Only one description is required and must include the distance in feet or miles from two road intersections. Only one of the descriptions provided has the distance in feet from the intersection. Please submit the Core Data Form updated with the description to be used in the permit.*

In addition, the Plain Language Summaries and the Supplemental Permit Information Form will need to be updated and submitted with the correct physical location description.

Response 5: The Core Data Form, PLS, and SPIF forms have been updated to include only one set of directions from one intersection with a listed distance in feet from the intersection.

*Comment 6: Administrative Report 1.0, Section 9:
This section of the Administrative Report 1.0 states that a lease is "pending". A lease is only required if the landowner where the proposed facility is going to be*

is not the same as the owner of the treatment facility. Currently the application states that Paloma LB Loving, LLC is the owner of the land. Please clarify who is the owner and if the owner is not the same as the applicant, please provide the lease agreement.

Response 6: Administrative Report 1.0, Section 9 has been revised to include the correct property owner, Delaware Basin Ranches Inc. At this time the lease paper is still pending between the applicant and landowner.

Comment 7: *USGS Topographic Map and Affected Landowner Map:
Both map submissions do not show the applicants property boundary labeled.
Please submit updated maps to include the applicant's property boundary labeled.*

Response 7: The USGS Topographic Map and Landowner Map attachments have been revised to include the property boundary.

Comment 8: *Affected Landowner Mailing labels:
The mailing labels submitted do not include Oncor Electric Delivery CO LLC. Please resubmit the mailing labels to include Oncor Electric Delivery CO LLC.*

Response 8: The mailing address for Oncor Electric Delivery CO LLC has been added to the Avery Mailing Labels attachment.

Comment 9: *The following is a portion of the NORI which contains information relevant to your application. Please read it carefully and indicate if it contains any errors or omissions. The complete notice will be sent to you once the application is declared administratively complete.*

APPLICATION. Paloma LB Loving, LLC, 2000 Bering Drive, Suite 401, Houston, Texas 77057, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016828001 (EPA I.D. No. TX0148008) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 150,000 gallons per day. The domestic wastewater treatment facility will be located at "pending applicant response", near the city of Orla, in Loving County, Texas 79770. The discharge route will be from the plant site to "pending RWA review". TCEQ received this application on June 17, 2025. The permit application will be available for viewing and copying at Loving County Courthouse, Administrative Office, 100 Bell Street, Mentone, in Loving 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.

TCEQ Permit No. WQ0016828001

WQ New Permit

July 10, 2025

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-103.7705,31.944722&level=18>

Further information may also be obtained from Paloma LB Loving, LLC at the address stated above or by calling Mr. Craig Gonzalez, P.E., Urban Infrastructure Group, LLC, at 956-405-3337.

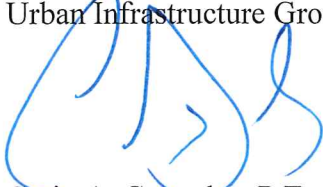
Response 9: The provided NORI appears to be acceptable with the removal and replacement of “LLC” following “Urban Infrastructure Group, LLC” in the last sentence with “Urban Infrastructure Group, Inc”. An additional point of concern, if necessary, is to clarify the initial and final phase flow rates; “not to exceed a daily average flow of 150,000 gallons per day” revised to “not to exceed a daily average flow of 75,000 gallons per day during phase one and not to exceed a daily average flow of 150,000 gallons per day during the final phase”. The change to “LLC” in the representative name is reflected in the Spanish Translation as well as corresponding sections in the admin report.

Comment 10: The application indicates that public notices in Spanish are required. After confirming the portion of the NORI above does not contain any errors or omissions, please use the attached template to translate the NORI into Spanish. Only the first and last paragraphs are unique to this application and require translation. Please provide the translated Spanish NORI in a Microsoft Word document.

Response 10: The provided template has been used to translate the NORI into Spanish.

This information is provided for your review such that the proposed permit application may be declared administratively complete. If you have any questions or concerns pertaining to our comment responses, please contact me at (956)-405-3337

Sincerely,
Urban Infrastructure Group, Inc.

A handwritten signature in blue ink, appearing to read 'Craig A. Gonzalez', is written over the printed name.

Craig A. Gonzalez, P.E.
Principal

Cc : Alex Epley, Paloma LB Loving, LLC, Managing Member

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: [Click to enter text.](#)

f. For existing permits:

Permit Number: WQ00 [Click to enter text.](#)

EPA I.D. (TPDES only): TX [Click to enter text.](#)

Expiration Date: [Click to enter text.](#)

Section 3. Facility Owner (Applicant) and Co-Applcant 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?

Paloma LB Loving, 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: [Click to enter text.](#)

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: Epley, Alex

Title: Managing Member

Credential: [Click to enter text.](#)

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?

[Click to enter text.](#)

(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: Click to enter text.

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: Click to enter text.

Last Name, First Name: Click to enter text.

Title: Click to enter text.

Credential: Click to enter text.

Provide a brief description of the need for a co-permittee: Click to enter text.

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 No. 1

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: Epley, Alex
Title: Managing Member Credential: Click to enter text.
Organization Name: Paloma LB Loving, LLC
Mailing Address: 2000 Bering Dr., STE 401 City, State, Zip Code: Houston, TX 77057
Phone No.: 713-876-9050 E-mail Address: Alex.Epley@PalomaServices.com
Check one or both: ☒ Administrative Contact ☐ Technical Contact
- B. Prefix: Mr. Last Name, First Name: Gonzalez, Craig
Title: Principal Credential: P.E.
Organization Name: Urban Infrastructure Group, Inc.
Mailing Address: 260 S. Texas Blvd. STE 403 City, State, Zip Code: Weslaco, TX, 78596
Phone No.: (956)405-3337 E-mail Address: cgonzalez@uigtexas.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: Epley, Alex
Title: Managing Member Credential: Click to enter text.
Organization Name: Paloma LB Loving, LLC
Mailing Address: 2000 Bering Dr., STE 401 City, State, Zip Code: Houston, TX, 77057
Phone No.: (713)876-9050 E-mail Address: Alex.Epley@PalomaServices.com

B. Prefix: Mr. Last Name, First Name: Gonzalez, Craig
Title: Principal Credential: P.E.
Organization Name: Urban Infrastructure Group, Inc.
Mailing Address: 260 S. Texas Blvd. STE 403 City, State, Zip Code: Weslaco, TX, 78596
Phone No.: (956)405-3337 E-mail Address: cgonzalez@uigtexas.com

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: Epley, Alex
Title: Managing Member Credential: Click to enter text.
Organization Name: Paloma LB Loving, LLC
Mailing Address: 2000 Bering Dr., STE 401 City, State, Zip Code: Houston, TX, 77057
Phone No.: (713)876-9050 E-mail Address: Alex.Epley@PalomaServices.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: Epley, Alex
Title: Managing Member Credential: Click to enter text.
Organization Name: Paloma LB Loving, LLC
Mailing Address: 2000 Bering Dr., STE 401 City, State, Zip Code: Houston, TX, 77057
Phone No.: (713)876-9050 E-mail Address: Alex.Epley@PalomaServices.com

Section 8. Public Notice Information (Instructions Page 27)

A. Individual Publishing the Notices

Prefix: Mr. Last Name, First Name: Gonzalez, Craig
Title: Principal Credential: Click to enter text.
Organization Name: Urban Infrastructure Group, Inc.
Mailing Address: 260 S. Texas Blvd. STE 403 City, State, Zip Code: Weslaco, TX, 78596
Phone No.: (956)405-3337 E-mail Address: cgonzalez@uigtexas.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: Gonzalez, Craig

Title: Principal

Credential: P.E.

Organization Name: Urban Infrastructure Group, Inc.

Mailing Address: 260 S. Texas Blvd. STE 403 City, State, Zip Code: Weslaco, TX, 78596

Phone No.: (956)405-3337

E-mail Address: cgonzalez@uigtexas.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: Loving County Court House

Location within the building: Administrative Office

Physical Address of Building: 100 Bell St

City: Mentone, TX, 79754

County: Loving

Contact (Last Name, First Name): Carr, Mozelle

Phone No.: (432)309-9500 Ext.: 6

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. Summary of Application in Plain Language Template

Complete the F. Summary of Application in Plain Language Template (TCEQ Form 20972), also known as the plain language summary or PLS, and include as an attachment.

Attachment: Attachment 2

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: Attachment 3

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** Click to enter text.

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):

Paloma Services Loving County WWTP

C. Owner of treatment facility: Paloma LB Loving, LLC

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

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

Prefix:

Last Name, First Name:

Title:

Credential: Click to enter text.

Organization Name: Delaware Basin Ranches, INC

Mailing Address: 5555 San Felipe St, STE 1200

City, State, Zip Code: Houston, TX, 77056

Phone No.: _

E-mail Address:

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 10 (PENDING)

E. Owner of effluent disposal site:

Prefix: [Click to enter text.](#)

Last Name, First Name: [Click to enter text.](#)

Title: [Click to enter text.](#)

Credential: [Click to enter text.](#)

Organization Name: [Click to enter text.](#)

Mailing Address: [Click to enter text.](#)

City, State, Zip Code: [Click to enter text.](#)

Phone No.: [Click to enter text.](#)

E-mail Address: [Click to enter text.](#)

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: [Click to enter text.](#)

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

Prefix: [Click to enter text.](#)

Last Name, First Name: [Click to enter text.](#)

Title: [Click to enter text.](#)

Credential: [Click to enter text.](#)

Organization Name: [Click to enter text.](#)

Mailing Address: [Click to enter text.](#)

City, State, Zip Code: [Click to enter text.](#)

Phone No.: [Click to enter text.](#)

E-mail Address: [Click to enter text.](#)

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: [Click to enter text.](#)

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:

The facility is located approximately 293 linear feet South-West of the RM 652 and Private Rd 3021 intersection in Loving County, Texas.

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:

(31.9359428, -103.7644949) Effluent will be discharged approximately 4,200 LF South-East of property location into an unnamed existing segment thence to the Pecos River

City nearest the outfall(s): Orla

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

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

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

PERMISO PROPUESTO NO. WQ00

SOLICITUD. *Paloma LB Loving, LLC, 2000 Bering Drive, Suite 401, Houston, Texas 77057*, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para el propuesto Permiso No. WQ0016828001 (EPA I.D. No. TX 0148008) 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 *150,000* galones por día. La planta estará ubicada "*pendiente respuesta del solicitante*" en el Condado de *Loving*, Texas *79770*. La ruta de descarga será desde el sitio de la planta hasta "*revisión pendiente de RWA*". La TCEQ recibió esta solicitud el *17 de Junio del 2025*. La solicitud para el permiso estará disponible para leerla y copiarla en el *Tribunal del Condado de Loving, Oficina Administrativa, 100 Bell Street, Mentone, Condado de Loving, Texas*, antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web:

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

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=-103.7705,31.944722&level=18>

[Include the following non-italicized sentence if the facility is located in the Coastal Management Program boundary. The Coastal Management Program boundary is the area along the Texas Coast of the Gulf of México as depicted on the map in 31 TAC §503.1 and includes part or all of the following counties: Cameron, Willacy, Kenedy, Kleberg, Nueces, San Patricio, Aransas, Refugio, Calhoun, Victoria, Jackson, Matagorda, Brazoria, Galveston, Harris, Chambers, Jefferson y Orange.] El Director Ejecutivo de la TCEQ ha revisado esta medida para ver si está de acuerdo con los objetivos y las regulaciones del Programa de Administración Costero de Texas (CMP) de acuerdo con las regulaciones del Consejo Coordinador de la Costa (CCC) y ha determinado que la acción es conforme con las metas y regulaciones pertinentes del CMP.

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

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.**

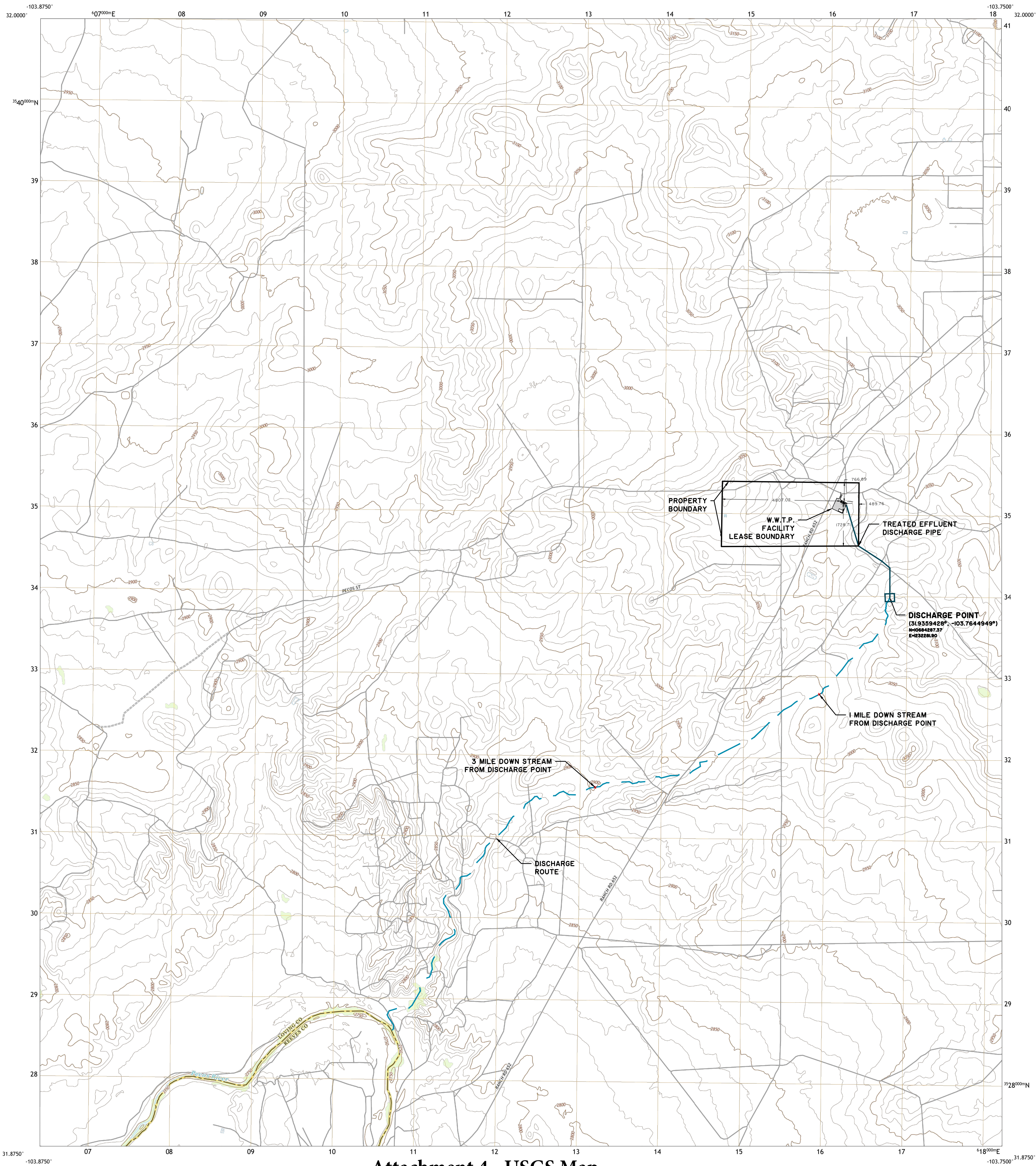
LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del 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.

INFORMACIÓN DISPONIBLE EN LÍNEA. Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en www.tceq.texas.gov/goto/cid. Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

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 del *Paloma LB Loving, LLC* a la dirección indicada arriba o llamando a *Mr. Craig Gonzalez, P.E., Urban Infrastructure Group, Inc.* al *(956)405-3337*.

Fecha de emisión: *[Date notice issued]*



Attachment 4 - USGS Map

Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13R
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
entering private lands.

Imagery.....NAP, September 2016 - November 2016
Roads.....U.S. Census Bureau, 2015 - 2018
Names.....GNIS, Not Available
Hydrography.....National Hydrography Dataset, 2002 - 2018
Contours.....National Elevation Dataset, 2021
Boundaries.....Multiple sources; see metadata file 2019 - 2021
Wetlands.....FWS National Wetlands Inventory Not Available

UTM GRID AND 2019 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET
U.S. National Grid
100,000 - 100,000
Grid Zone Designation
13R
13R

SCALE 1:24 000
1 000 0 500 0 500 1 000
KILOMETERS
1 000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000
METERS
1 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000
MILES
FEET

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



1	2	3
4	5	6
7	8	

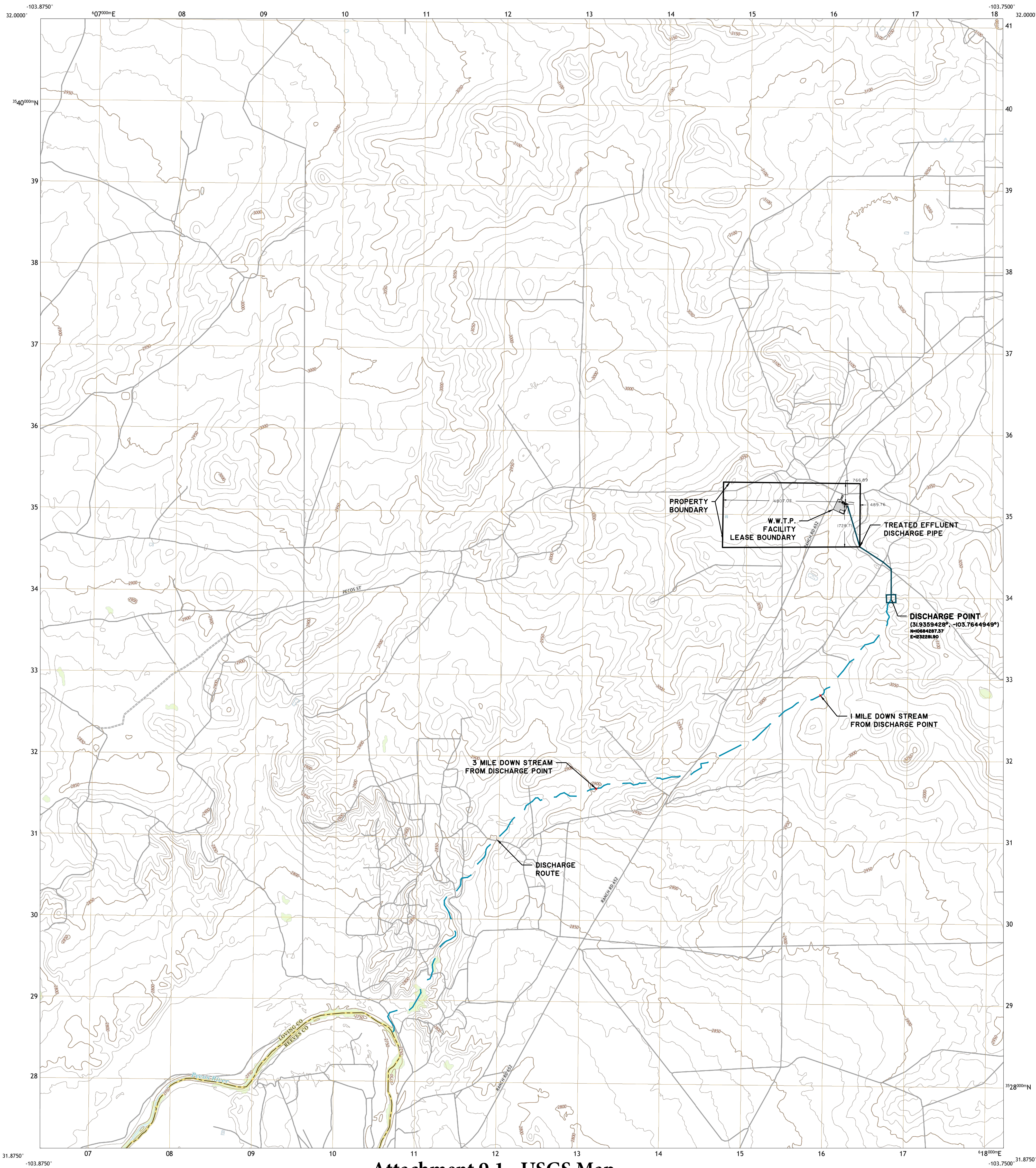
ADJOINING QUADRANGLES

- 1 Ross Ranch
- 2 Phantom Banks
- 3 Paduca Breaks West
- 4 Red Bluff
- 5 Kyle Ranch
- 6 Orla
- 7 Orla SE
- 8 Lindley Ranch

ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Interstate Route
Local Connector
Local Road
4WD
US Route
State Route

ORLA NE, TX
2022





Attachment 9.1 - USGS Map

Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13R

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
entering private lands.

Imagery: N/A, September 2016 - November 2016
Roads: U.S. Census Bureau, 2015 - 2018
Names: GNS, Not Available
Hydrography: National Hydrography Dataset, 2002 - 2018
Contours: National Elevation Dataset, 2021
Boundaries: Multiple sources; see metadata file 2019 - 2021
Wetlands: FWS National Wetlands Inventory, Not Available

UTM GRID AND 2019 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000 - 100,000
Grid Zone Designation
13R
13R

SCALE 1:24 000

1 000 0 500 0 500 1 000
KILOMETERS
1 000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000
METERS
1 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000
FEET

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



ADJOINING QUADRANGLES

1	2	3
4	5	6
7	8	9

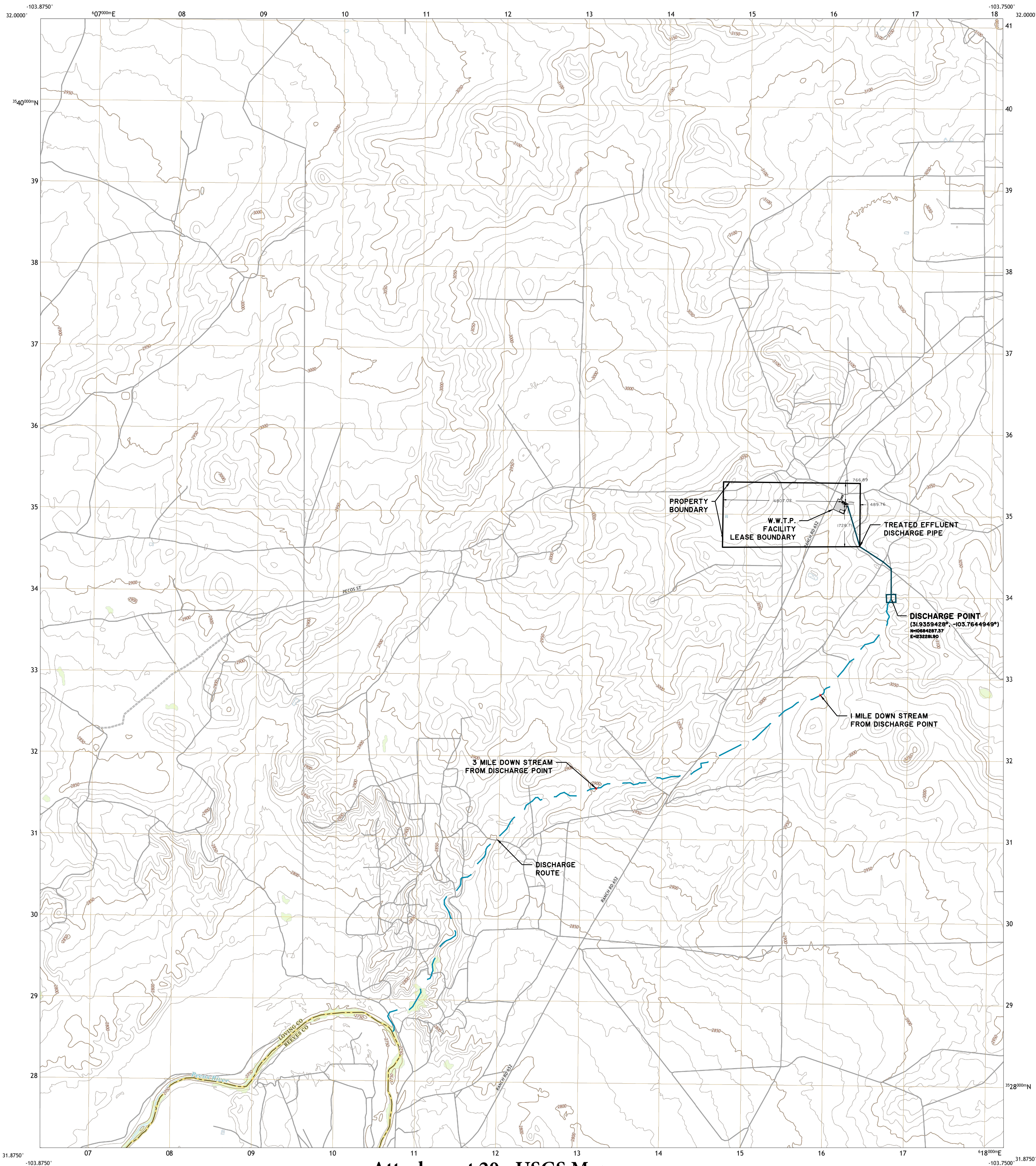
1 Ross Ranch
2 Phantom Banks
3 Paduca Breaks West
4 Red Bluff
5 Kyle Ranch
6 Orla
7 Orla SE
8 Lindley Ranch

ROAD CLASSIFICATION

Expressway
Secondary Hwy
Ramp
Interstate Route
Local Connector
Local Road
4WD
US Route
State Route

ORLA NE, TX
2022



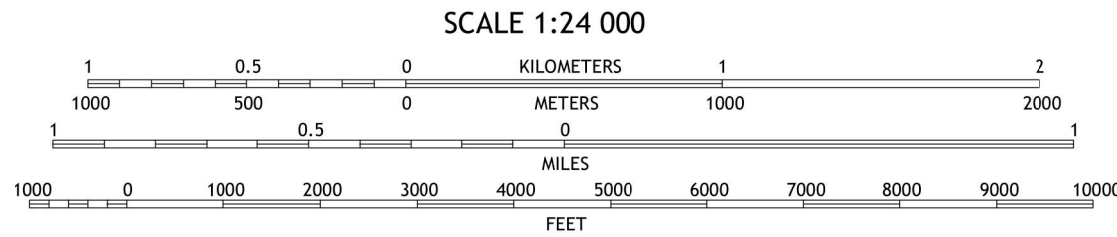
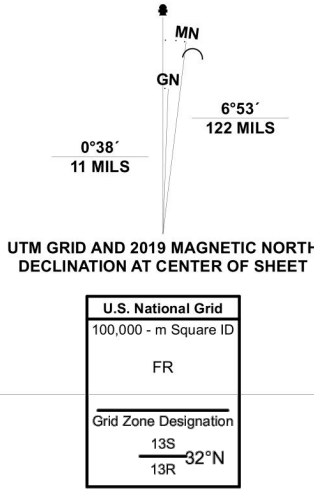


Attachment 20 - USGS Map

Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13R
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
entering private lands.

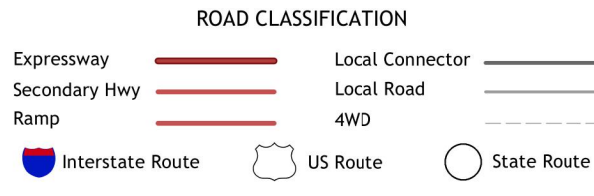
Imagery.....NAP, September 2016 - November 2016
Roads.....U.S. Census Bureau, 2015 - 2018
Names.....GNIS, Not Available
Hydrography.....National Hydrography Dataset, 2002 - 2018
Contours.....National Elevation Dataset, 2021
Boundaries.....Multiple sources; see metadata file 2019 - 2021
Wetlands.....FWS National Wetlands Inventory Not Available



1	2	3
4	5	6
7	8	9

ADJOINING QUADRANGLES

1 Ross Ranch
2 Phantom Banks
3 Paduca Breaks West
4 Red Bluff
5 Kyle Ranch
6 Orla
7 Orla SE
8 Lindley Ranch



ORLA NE, TX
2022



Scheduled Delivery by

WEDNESDAY

25

June
2025 ⓘ

by

6:00pm ⓘ

Your item was delivered to the front desk, reception area, or mail room at 2:34 pm on June 24, 2025 in AUSTIN, TX 78753. Waiver of signature was exercised at time of delivery.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

AUSTIN, TX 78753

June 24, 2025, 2:34 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Rainee Trevino

From: Cameron Kimball <ckimball@uigtexas.com>
Sent: Friday, July 11, 2025 11:36 AM
To: Rainee Trevino
Cc: Craig Gonzalez; Alex Epley
Subject: RE: Application for Proposed Permit No. WQ0016828001- Notice of Deficiency Letter
Attachments: 10400 Core Data Form.pdf; 20971 SPIF.pdf; Attachment 2 - Plain Language Summary Form.pdf

Rainee,

Here are the three forms with corrected location descriptions and updated coordinates.

Best Regards,
Cameron

Cameron Kimball | Engineer I | Urban Infrastructure Group | 956.405.3337



260 S. Texas Blvd.
Suite 403
Weslaco, Texas 78596
Office: (956) 405-3337
Website: www.uigtexas.com

From: Cameron Kimball
Sent: Friday, July 11, 2025 11:26 AM
To: Rainee Trevino <Rainee.Trevino@tceq.texas.gov>
Cc: Craig Gonzalez <cgonzalez@uigtexas.com>; Alex Epley <alex.epley@palomaservices.com>
Subject: RE: Application for Proposed Permit No. WQ0016828001- Notice of Deficiency Letter

Rainee,

Thank you for bringing this to my attention. Please see the attached jpg containing a screenshot of the survey for the facility. It is indeed South-East and the provided coordinates you have are out of date. I will correct this matter in all respective forms, my apologies.

For clarification on the mailing list; number 1 is our property. it's owned by Delaware Basin Ranches, and I will remove it from the mailing list/map. Is it the correct form of action to

remove 2, 6, 9, and 13 since they are all owned by Delaware Basin Ranches despite being different tracks of land?

Lastly, I am not in the position to know when the lease will be available. Alex Epley and his team are the lead on obtaining the lease. Does this create any issues on TCEQ's side? Will TCEQ be able to shelf this application until the lease comes in then pick up where we left off?

Best Regards,
Cameron

Cameron Kimball | Engineer I | Urban Infrastructure Group | 956.405.3337



260 S. Texas Blvd.
Suite 403
Weslaco, Texas 78596
Office: (956) 405-3337
Website: www.uitexas.com

From: Raine Trevino <Raine.Trevino@tceq.texas.gov>
Sent: Friday, July 11, 2025 10:49 AM
To: Cameron Kimball <ckimball@uitexas.com>
Cc: Craig Gonzalez <cgonzalez@uitexas.com>; Alex Epley <alex.epley@palomaservices.com>
Subject: RE: Application for Proposed Permit No. WQ0016828001- Notice of Deficiency Letter

Good morning, Cameron,

Thanks for the response. I have confirmed we received the paper application. Still working on the Reuse application confirmation. I have a couple of things needing clarification.

The location description provided states the facility is approximately 293 feet SW of the intersection of RM 652 and Private Road 3021. However, when verifying it shows as SE of this intersection and greater than 293 feet (see map attachment 1). The location point is based on the latitude and longitude coordinates provided, 31.944781, -103.770527. Private Road 3021 does not appear to run west of RM 652 only east. If any corrections need to be made to the description, please update the Core Data Form, PLS, and SPIF.

The landowner list and labels also need to be updated to remove the property owner, only the affected landowners need to be listed.

Additionally, regarding the lease pending, unfortunately we cannot move forward with declaring the application administratively complete without the lease. Do you know approximately when the lease will be available?

Please let me know if you any questions or need clarification on anything.



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 checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input type="checkbox"/> Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN		RN

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)			
<input checked="" type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)					
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>					
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)				<i>If new Customer, enter previous Customer below:</i>	
Paloma LB Loving, LLC					
7. TX SOS/CPA Filing Number		8. TX State Tax ID (11 digits)		9. Federal Tax ID	10. DUNS Number (if applicable)
806028761		32100140501		39-2090610	
11. Type of Customer:		<input checked="" type="checkbox"/> Corporation		<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship		<input type="checkbox"/> Other:	
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 type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" 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:	Alex Epley				
	2000 Bering Dr.,				
	STE 401				
City	Houston	State	TX	ZIP	77057
ZIP + 4					
16. Country Mailing Information (if outside USA)				17. E-Mail Address (if applicable)	
				Alex.Epley@PalomaServices.com	

18. Telephone Number	19. Extension or Code	20. Fax Number (if applicable)
(713) 876-9050		() - -

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected, a new permit application is also required.)								
<input checked="" type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)								
Paloma Services Loving County WWTP								
23. Street Address of the Regulated Entity: (No PO Boxes)								
	City		State		ZIP		ZIP + 4	
24. County	Loving							

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

25. Description to Physical Location:	The facility is located approximately 618 linear feet South-East of the RM 652 and Private Rd 3021 intersection in Loving County, Texas.							
26. Nearest City				State		Nearest ZIP Code		
Orla				TX		79770		
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>								
27. Latitude (N) In Decimal:			28. Longitude (W) In Decimal:					
Degrees	Minutes		Seconds		Degrees	Minutes		Seconds
31	56		46.23		103	46		15.95
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				22132				
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)								
Wastewater Treatment								
34. Mailing Address:	Alex Epley							
	2000 Bering Dr.,							
	STE 401							
	City	Houston	State	TX	ZIP	77057	ZIP + 4	
35. E-Mail Address:		Alex.Epley@PalomaServices.com						
36. Telephone Number			37. Extension or Code			38. Fax Number (if applicable)		

(713) 876-9050		() -
------------------	--	-------

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:

SECTION IV: Preparer Information

40. Name:	Craig Gonzalez	41. Title:	Principal
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
{ 956 } 405-3337		() -	cgonzalez@uigtexas.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:	Paloma LB Loving, LLC	Job Title:	Managing Member
Name (In Print):	Alex Epley	Phone:	{ 713 } 876- 9050
Signature:		Date:	6/9/25

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: Paloma LB Loving, LLC

Permit No. WQ00 _____

EPA ID No. TX _____

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

The facility is located approximately 618 linear feet South-East of the RM 652 and Private Rd 3021 intersection in Loving County, Texas.

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: Alex Epley

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

Title: Managing Member

Mailing Address: 2000 Bering Dr., STE 401

City, State, Zip Code: Houston, TX, 77057

Phone No.: 713-876-9050 Ext.:

Fax No.:

E-mail Address: Alex.Epley@PalomaServices.com

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

Delaware Basin Ranches 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.

(31.9359428, -103.7644949) Effluent will be discharged approximately 4,200 LF South-East of property location into an unnamed existing segment thence to the Pecos River

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). **(See Attachment No. 9.1)**

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):

NA

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

The land is undisturbed natural desert 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:

Construction of wastewater treatment facilities is expected to begin in March 2026

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

Vacant Lot

Rainee Trevino

From: Cameron Kimball <ckimball@uigtexas.com>
Sent: Friday, July 11, 2025 2:51 PM
To: Rainee Trevino
Cc: Craig Gonzalez; Alex Epley
Subject: RE: Application for Proposed Permit No. WQ0016828001- Notice of Deficiency Letter
Attachments: Attachment 2 - Plain Language Summary Form.pdf; Attachment 6 - Landowner List.pdf; Attachment 6.1 - Landowner List Avery Format.pdf; Landowners Map-A5 LANDOWNER MAP.pdf

Rainee,

Please find the updated PLS, Landowner Map, Landowner List and Mailing list for the application.

Thank you for your time and help on this project. Last thing, what would be the outcome for this application if the lease is not available within the 30-day NOD deadline?

Best Regards,
Cameron

Cameron Kimball | Engineer I | Urban Infrastructure Group | 956.405.3337



260 S. Texas Blvd.
Suite 403
Weslaco, Texas 78596
Office: (956) 405-3337
Website: www.uigtexas.com

From: Rainee Trevino <Rainee.Trevino@tceq.texas.gov>
Sent: Friday, July 11, 2025 1:58 PM
To: Cameron Kimball <ckimball@uigtexas.com>
Cc: Craig Gonzalez <cgonzalez@uigtexas.com>; Alex Epley <alex.epley@palomaservices.com>
Subject: RE: Application for Proposed Permit No. WQ0016828001- Notice of Deficiency Letter

Thanks Cameron.

The PLS has the final phase listed as phase 2 and there isn't a phase in the technical report. The summary only needs the final phase flow listed. The legal name also needs to be updated to include the comma. The city for the facility shows as Mentone, but the Core Data Form shows the nearest city as Orla.



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

Summary of Application (in plain language) Template and Instructions for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

Applicants should use this template to develop a plain language summary of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how you will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements. After filling in the information for your facility delete these instructions.

If you are subject to the alternative language notice requirements in 30 TAC Section 39.426, **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

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.

Paloma LB Loving, LLC (CNXXXXXXXXXX) proposes to operate Paloma Services Loving County WWTP (RNXXXXXXXXXX), a municipal wastewater treatment plant. The facility will be located at approximately 618 linear feet South-East of RM 652 and Private Rd 3021 intersection, in Orla, Loving County, Texas 79754. New permit to treat and discharge an average daily flow of less than 0.150 MGD.

Discharges from the facility are expected to contain phosphorus, chloride, nitrate, ammonia, and some trace metals. Treated wastewater will be treated by an extended aeration activated sludge packed treatment plant consisting of headworks, pumps, screening devices, aeration basin(s), clarifier(s), digester(s), and chlorination basin(s).

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

AGUAS RESIDUALES DOMESTICAS /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.

Paloma LB Loving, LLC (CNXXXXXXXXXX) propone operar Paloma Services Loving County WWTP (RNXXXXXXXX), una planta de tratamiento de aguas residuales. La instalación estará ubicada en aproximadamente 618 pies al sur-este de la intersección entre las calles RM 652 y Private Rd 3021, en Orla, Condado de Loving, Texas 79754. Un nuevo permiso para tratar y vertir un flujo promedio menor a 0.150 MGD.

Se espera que las descargas de la instalación contengan Fósforo, cloruro, nitrato, amoníaco y algunos metales traza. Las aguas residuales tratadas. estará tratado por una planta de tratamiento compacta de lodos activados con aireación prolongada, que constará de pretratamiento, bombas, dispositivos de cribado, tanque(s) de aireación, clarificador(es), digestor(es) y tanque(s) de cloración..

INSTRUCTIONS

1. Enter the name of applicant in this section. The applicant name should match the name associated with the customer number.
2. Enter the Customer Number in this section. Each Individual or Organization is issued a unique 11-digit identification number called a CN (e.g. CN123456789).
3. Choose “operates” in this section for existing facility applications or choose “proposes to operate” for new facility applications.
4. Enter the name of the facility in this section. The facility name should match the name associated with the regulated entity number.
5. Enter the Regulated Entity number in this section. Each site location is issued a unique 11-digit identification number called an RN (e.g. RN123456789).
6. Choose the appropriate article (a or an) to complete the sentence.
7. Enter a description of the facility in this section. For example: steam electric generating facility, nitrogenous fertilizer manufacturing facility, etc.
8. Choose “is” for an existing facility or “will be” for a new facility.
9. Enter the location of the facility in this section.
10. Enter the City nearest the facility in this section.
11. Enter the County nearest the facility in this section.
12. Enter the zip code for the facility address in this section.
13. Enter a summary of the application request in this section. For example: renewal to discharge 25,000 gallons per day of treated domestic wastewater, new application to discharge process wastewater and stormwater on an intermittent and flow-variable basis, or major amendment to reduce monitoring frequency for pH, etc. If more than one outfall is included in the application, provide applicable information for each individual outfall.
14. List all pollutants expected in the discharge from this facility in this section. If applicable, refer to the pollutants from any federal numeric effluent limitations that apply to your facility.
15. Enter the discharge types from your facility in this section (e.g., stormwater, process wastewater, once through cooling water, etc.)
16. Choose the appropriate verb tense to complete the sentence.
17. Enter a description of the wastewater treatment used at your facility. Include a description of each process, starting with initial treatment and finishing with the outfall/point of disposal. Use additional lines for individual discharge types if necessary.

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.

Example 1: Industrial Wastewater TPDES Application (ENGLISH)

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 are not federal enforceable representations of the permit application.

ABC Corporation (CN600000000) operates the Starr Power Station (RN10000000000), a two-unit gas-fired electric generating facility. Unit 1 has a generating capacity of 393 megawatts (MWs) and Unit 2 has a generating capacity of 528 MWs. The facility is located at 1356 Starr Street, near the City of Austin, Travis County, Texas 78753.

This application is for a renewal to discharge 870,000,000 gallons per day of once through cooling water, auxiliary cooling water, and also authorizes the following waste streams monitored inside the facility (internal outfalls) before it is mixed with the other wastewaters authorized for discharge via main Outfall 001, referred to as “previously monitored effluents” (low-volume wastewater, metal-cleaning waste, and stormwater (from diked oil storage area yards and storm drains)) via Outfall 001. Low-volume waste sources, metal-cleaning waste, and stormwater drains on a continuous and flow-variable basis via internal Outfall 101.

The discharge of once through cooling water via Outfall 001 and low-volume waste and metal-cleaning waste via Outfall 101 from this facility is subject to federal effluent limitation guidelines at 40 CFR Part 423. The pollutants expected from these discharges based on 40 CFR Part 423 are: free available chlorine, total residual chlorine, total suspended solids, oil and grease, total iron, total copper, and pH. Temperature is also expected from these discharges. Additional potential pollutants are included in the Industrial Wastewater Application Technical Report, Worksheet 2.0.

Cooling water and boiler make-up water are supplied by Lake Starr Reservoir. The City of Austin municipal water plant (CN600000000, PWS 00000) supplies the facility’s potable water and serves as an alternate source of boiler make-up water. Water from the Lake Starr Reservoir is withdrawn at the intake structure and treated with sodium hypochlorite to prevent biofouling and sodium bromide as a chlorine enhancer to improve efficacy and then passed through condensers and auxiliary equipment on a once-through basis to cool equipment and condense exhaust steam.

Low-volume wastewater from blowdown of boiler Units 1 and 2 and metal-cleaning wastes receive no treatment prior to discharge via Outfall 101. Plant floor and equipment drains and stormwater runoff from diked oil storage areas, yards, and storm drains are routed through an oil and water separator prior to discharge via Outfall 101. Domestic wastewater, blowdown, and backwash water from the service water filter, clarifier, and sand filter are routed to the Starr Creek Domestic Sewage Treatment Plant, TPDES Permit No. WQ0010000001, for treatment and disposal. Metal-cleaning waste from equipment cleaning is generally disposed of off-site.

Example 2: Domestic Wastewater TPDES Renewal application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

The City of Texas (CN000000000) operates the City of Texas wastewater treatment plant (RN000000000), an activated sludge process plant operated in the complete mix mode. The facility is located at 123 Texas Street, near the City of More Texas, Texas County, Texas 71234.

This application is for a renewal to discharge at an annual average flow of 1,200,000 gallons per day of treated domestic wastewater via Outfalls 001 and 002.

Discharges from the facility are expected to contain five-day carbonaceous biochemical oxygen demand (CBOD₅), total suspended solids (TSS), ammonia nitrogen (NH₃-N), and *Escherichia coli*. Additional potential pollutants are included in the Domestic Technical Report 1.0, Section 7. Pollutant Analysis of Treated Effluent and Domestic Worksheet 4.0 in the permit application package. Domestic wastewater is treated by an activated sludge process plant and the treatment units include a bar screen, a grit chamber, aeration basins, final clarifiers, sludge digesters, a belt filter press, chlorine contact chambers and a dechlorination chamber.

Example 3: Domestic Wastewater TPDES New Application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

The City of Texas (CN000000000) proposes to operate the City of Texas wastewater treatment plant (RN000000000), an activated sludge process plant operated in the extended aeration mode. The facility will be located at 123 Texas Street, in the City of More Texas, Texas County, Texas 71234.

This application is for a new application to discharge at a daily average flow of 200,000 gallons per day of treated domestic wastewater.

Discharges from the facility are expected to contain five-day carbonaceous biochemical oxygen demand (CBOD₅), total suspended solids (TSS), ammonia nitrogen (NH₃-N), and *Escherichia coli*. Additional potential pollutants are included in the Domestic Technical Report 1.0, Section 7. Pollutant Analysis of Treated Effluent in the permit application package. Domestic wastewater will be treated by an activated sludge process plant and the treatment units will include a bar screen, a grit chamber, aeration basins, final clarifiers, sludge digesters, a belt filter press, chlorine contact chambers and a dechlorination chamber.

Example 4: Domestic Wastewater TLAP Renewal application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations

of the permit application.

The City of Texas (CN000000000) operates the City of Texas wastewater treatment plant (RN000000000), an activated sludge process plant operated in the complete mix mode. The facility is located at 123 Texas Street, near the City of More Texas, Texas County, Texas 71234.

This application is for a renewal to dispose a daily average flow not to exceed 76,500 gallons per day of treated domestic wastewater via public access subsurface drip irrigation system with a minimum area of 32 acres. This permit will not authorize a discharge of pollutants into water in the state.

Land application of domestic wastewater from the facility are expected to contain five-day biochemical oxygen demand (BOD₅), total suspended solids (TSS), and *Escherichia coli*. Additional potential pollutants are included in the Domestic Technical Report 1.0, Section 7. Pollutant Analysis of Treated Effluent in the permit application package. Domestic wastewater is treated by an activated sludge process plant and the treatment units include a bar screen, an equalization basin, an aeration basin, a final clarifier, an aerobic sludge digester, tertiary filters, and a chlorine contact chamber. In addition, the facility includes a temporary storage that equals to at least three days of the daily average flow.

Paloma Services Loving County WWTP

Landowner List

Map #	Landowner	Map #	Landowner
1	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056	10	Oncor Electric Delivery CO LLC PO BOX 139100 Dallas, TX 75313
2	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056	11	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201
3	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056	12	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056
4	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201	13	Backyard Environmental State Line LLC 1601 N W Expressway STE. 1450 Oklahoma City, OK 73118
5	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056		
6	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201		
7	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201		
8	Delaware Basin Ranches Inc. 5555 San Felipe St. STE. 1200 Houston, TX 77056		
9	Texas Pacific Resources LLC 1700 Pacific Avenue STE. 2900 Dallas, TX 75201		

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Backyard Environmental State Line
LLC
1601 N W Expressway
STE. 1450
Oklahoma City, OK 73118

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201

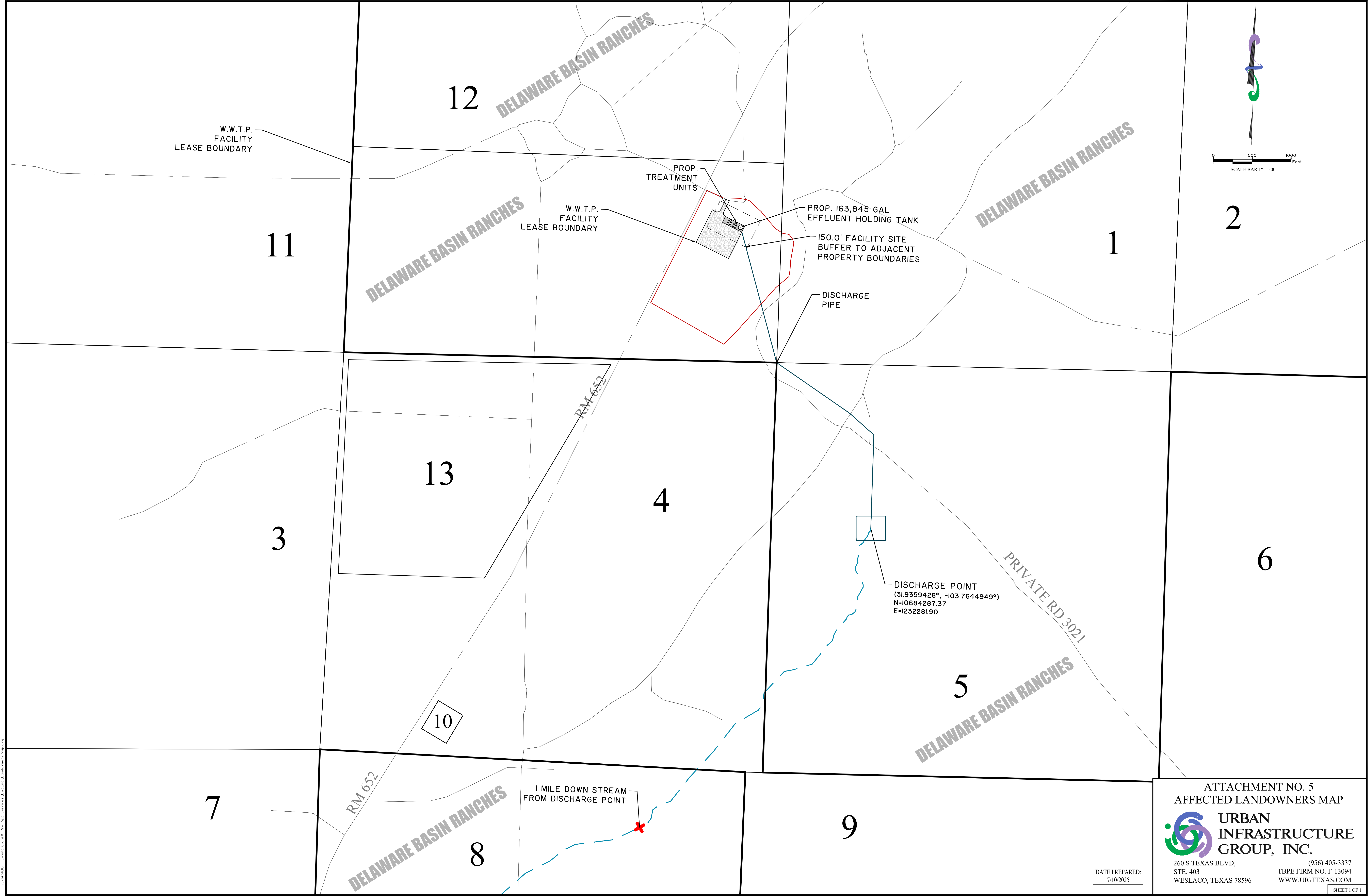
Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201

Delaware Basin Ranches Inc.
5555 San Felipe St.
STE. 1200
Houston, TX 77056

Texas Pacific Resources LLC
1700 Pacific Avenue
STE. 2900
Dallas, TX 75201



\\N4500 - Loring Co. WIP Pre-App Services\Urgent\Landowners Map.dwg
Jul 11, 2025 2:26pm

DATE PREPARED:
7/10/2025

ATTACHMENT NO. 5
AFFECTED LANDOWNERS MAP



**URBAN
INFRASTRUCTURE
GROUP, INC.**

260 S TEXAS BLVD,
STE. 403
WESLACO, TEXAS 78596

(956) 405-3337
TBPE FIRM NO. F-13094
WWW.UIGTEXAS.COM

Rainee Trevino

From: Cameron Kimball <ckimball@uigtexas.com>
Sent: Monday, July 14, 2025 12:45 PM
To: Rainee Trevino
Cc: Craig Gonzalez; Alex Epley
Subject: RE: Application for Proposed Permit No. WQ0016828001- Notice of Deficiency Letter
Attachments: Attachment 10.0 Term Surface Site Lease and Roadway Agreement.pdf; Attachment 10.1 Memorandum of Term Surface Site Lease and Roadway Agreement.pdf; Attachment 10.2 Pipeline Easement.pdf; Attachment 10.3 Memorandum of Pipeline Easement.pdf

Categories: NOD Response Review

Rainee,

I hope you had a good weekend. Please find the attached lease agreements for the Paloma LB Loving, LLC facility and Delaware Basin Ranch landowners.

Please let me know if there is anything else I can do to help be declared administratively complete! Physical copies come to mind; out of the list of paperwork we have traded back and forth, does TCEQ want/need new physical copies of anything?

Best Regards,
Cameron

Cameron Kimball | Engineer I | Urban Infrastructure Group | 956.405.3337



260 S. Texas Blvd.
Suite 403
Weslaco, Texas 78596
Office: (956) 405-3337
Website: www.uigtexas.com

From: Cameron Kimball
Sent: Friday, July 11, 2025 2:51 PM
To: Rainee Trevino <Rainee.Trevino@tceq.texas.gov>
Cc: Craig Gonzalez <cgonzalez@uigtexas.com>; Alex Epley <alex.epley@palomaservices.com>
Subject: RE: Application for Proposed Permit No. WQ0016828001- Notice of Deficiency Letter

Rainee,

TERM SURFACE SITE LEASE AND ROADWAY AGREEMENT

This Term Surface Site Lease and Roadway Agreement ("**Agreement**"), made effective as of the June 4, 2025 ("**Effective Date**"), by and between DBR LAND LLC, a Delaware limited liability company, whose address is 5555 San Felipe, Suite 1200, Houston, Texas 77056 ("**Lessor**"), and Paloma LB Loving, LLC, a Texas limited liability company, whose address is 2000 Bering Drive, Suite 401, Houston, Texas 77057 ("**Lessee**").

WHEREAS, that said Lessor does own the surface estate of the following tract of land listed below:

Section 20, Block 55, T-1-S, T&P RR. Co. Survey, Loving County, Texas

Hereinafter referred to as the "**Subject Lands**";

NOW THEREFORE, for and in consideration of the sums herein provided and other good and valuable consideration, and on the terms, conditions and covenants set forth herein, Lessor and Lessee agree as follows:

1. **Lease.** Lessor does hereby lease and demise unto Lessee, its successors and permitted assigns, a tract of land consisting of five (5) acres, more or less, out of the Subject Lands, ("**Surface Site**"), and private access roadway one-hundred fifty feet (150') in width being a total distance of 9 rods, more or less, out of the Subject Lands ("**Roadway**"), each being more particularly described and depicted on the attached **Exhibit A**, heretofore made a part of this Agreement. Said Surface Site, Roadway and the Subject Lands collectively referred to as the "**Premises**".

2. **Use.** It is understood and agreed that said Surface Site shall be used to construct, maintain and operate a domestic wastewater treatment facility, with pipelines and any and all other structures, equipment and appurtenances necessary for the transaction of business as a domestic wastewater treatment facility, as described and depicted more particularly on **Exhibit A** attached hereto (collectively, "**Facilities**"), and for no other purpose or purposes without the prior written consent of Lessor. The Roadway shall be for the benefit and use by Lessee, its employees, agents and contractors for ingress and egress only, to and from Lessee's operations, and by Lessor, its employees, agents, and contractors, and any grazing lessee of Lessor (collectively, "**Lessor Parties**"), and other such parties as Lessor may from time to time grant access to such Roadway.

3. **Term.**

(a) **Initial Term.** The initial term of this Agreement shall commence on the Effective Date and expire on the date that is five (5) years following the Effective Date ("**Initial Term**"), unless earlier terminated as hereinafter provided.

(b) **Option for Extended Terms.** Lessee shall have the option to extend the Initial Term of this Agreement for two (2) additional terms of five (5) years so long as the Surface Site is being used by Lessee in accordance with this Agreement and for the purposes stated herein, and provided Lessee is not otherwise in breach of any Lessee obligation hereunder. Each additional five (5) year term beyond the Initial Term shall be referred to as an "**Extended Term**", and the Initial Term and each Extended Term (if entered) shall be referred to collectively as the "**Term**". To exercise such option, Lessee must provide to Lessor (i) written notice of its intent to exercise the option for an Extended Term and (ii) the Extension Payment (as described below) no later than thirty (30) days prior to expiration of the then-current term (whether the Initial Term or an Extended Term). If the option to enter an Extended Term is timely exercised by Lessee as described

herein, then this Agreement shall remain in full force and effect until the expiration or earlier termination of any such Extended Term.

4. **Consideration.**

(a) **Initial Rental Fee.** In consideration of the covenants, obligations, and rights granted herein, Lessee agrees to pay Lessor the non-refundable sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "**Initial Rental Fee**") within one hundred eighty (180) days following the issuing of a wastewater discharge permit to lessee.

(b) **Extension Payment.** The consideration for each Extended Term ("**Extension Payment**") shall be the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) adjusted by the percentage increase in the consumer price index, as published by the Bureau of Labor Statistics of the United States Department of Labor for All Urban Consumers, specifically, the "All Items" Unadjusted Expenditure Category for December 31, 2024 and for December 31 of the year immediately preceding the applicable Extended Term, but in no event shall the percentage increase be less than twenty five percent (25%) greater than the Initial Rental Fee or the previous Extension Payment, as the case may be.

(c) **Royalty.** In addition to the Initial Rental Fee and any applicable Extension Payment, during the Term of this Agreement, Lessee shall pay Lessor ten percent (10%) of all gross revenues generated from, or associated with, the operation of the Facilities (the "**Royalty**"), including, but not limited to, revenues generated from water treatment and water sales. Lessee shall provide Lessor a monthly accounting identifying all gross revenues generated from, or associated with, the operation of the Facilities along with settlement to Lessor by the 20th of each month for the preceding month's operations. The Royalty shall be owed to Lessor regardless of whether such amounts are invoiced or actually received.

(d) **Audit Rights.** Lessor shall have the right to audit the books and records of Lessee to verify the accuracy of the Royalty payable to Lessor in connection with the operations of Lessee on the Premises during the Term. Such audit will occur during normal business hours using electronic records or, solely to the extent original documents are required, at Lessee's office where the accounts and records are normally maintained. If such audit determines that Lessor has been underpaid by two percent (2%) or more during the period in question, then all costs of said audit shall be borne by Lessee.

5. **Existing Agreements.** This Agreement and all other rights herein granted are expressly made subject to the following, whether or not evidenced by instruments recorded in the County where the Premises are located but only insofar as such agreements and/or rights affect the Premises: (i) any valid and existing oil, gas and/or mineral leases, (ii) any valid and existing surface leases or agreements, (iii) any other valid or existing easements or rights-of-way, and (iv) the rights of any parties in possession. Lessee assumes the risk and obligation to determine that there are no surface or subsurface obstructions, including pipelines, that may be present on the Premises. In addition, thereto, Lessor reserves the right to grant additional leases, easements or rights-of-way over, through and across the Premises so long as such leases, easements or rights-of-way do not unreasonably interfere with the rights granted to Lessee in this Agreement.

6. **Fencing.** Lessee shall have no right to cut any fence surrounding or located on the Premises without Lessor's prior written consent. In the event of Lessor's prior written consent, it is agreed that prior to cutting any of such fences, Lessee shall brace the existing fence adequately and to the entire satisfaction of Lessor, or its agent, on each side of the proposed cut, and shall procure the approval of Lessor, or its agent, of such bracing prior to cutting such fence. In bracing such fence, it is provided that Lessee shall set not less than six (6) nine-foot (9') steel pipe posts, with tops not less than four-inches (4")

in diameter, each buried four feet (4') into the ground with three (3) posts on each side of the proposed cut, the posts to be properly braced with horizontal braces, and wired so that when the fence is cut there will be no slackening of the wires. If Lessee shall elect to maintain an opening in any of the fences of Lessor during construction, Lessee shall be obligated to install a good and substantial gap or metal gate capable of turning cattle in such opening, and Lessee shall keep such gap or gate securely locked at all times when not in actual use; and upon the completion of construction, Lessee shall close all openings and all outside fences and shall restore such fences to their original condition. Lessee shall construct and maintain in good condition a fence or fences surrounding all or any part of the Surface Site or Roadway as requested by Lessor, utilizing chain link or other suitable construction materials and in accordance with specifications to be determined by Lessor. Upon Lessor's request, Lessee agrees to install a cattle guard with a locked gate and/or locked side gates at a mutually agreed upon point or points. Lessee agrees to keep said gate or gates locked at all times, except during actual use for ingress and egress, and agrees to immediately provide Lessor, and if so requested, any grazing tenant of Lessor, with a key or combination to any lock installed by Lessee. If Lessee shall fail to keep said gate or gates locked pursuant to the terms hereof, Lessor shall have the right to request Lessee provide a gate guard at its sole cost and expense. Any cattle guards, gates, culverts or fences installed by Lessee shall become the property of Lessor upon expiration or termination of this Agreement unless Lessor requests removal of same.

7. **Roadway Maintenance.** The Roadway to be used by Lessee shall be constructed, repaired, and maintained in good, all-weather condition at all times during the term of this Agreement at Lessee's sole cost and expense, except as otherwise provided herein. Such Roadway shall be built and maintained so as to provide a crown at the center and incorporate appropriate water turnouts and culverts to prevent erosion. Lessee shall maintain dust at reasonable levels at all times by topping the surface of the Roadway with caliche where necessary and by keeping such Roadway watered as necessary. Any repair, maintenance or restoration of the Roadway shall be performed to the full satisfaction of Lessor. Nothing in this Agreement shall purport to grant Lessee access to the Premises from adjoining lands, and nothing contained herein and no right herein granted and nothing which Lessee shall do hereunder shall cause or permit said Roadway to be dedicated to the public use or become a public road. Lessor will require any third parties, other than the Lessor Parties, to whom Lessor permits to use the Roadway, to coordinate and share in all costs for maintenance, upkeep, or improvements on the Roadway with Lessee.

8. **Taxes.** Lessee agrees to pay prior to delinquency any taxes which may be levied upon or assessed against the structures, fixtures, Facilities or other equipment which may be built or installed upon the Premises by Lessee and that it will reimburse Lessor, if so requested, for any taxes which may be levied upon or assessed against the surface of the Premises to the extent that such taxes exceed those levied upon or assessed against the surface of said Premises for the calendar year 2023.

9. **Damages.** Lessee agrees to pay all damages which may be caused to cattle, fences, buildings, crops or any other personal or mixed property of Lessor, its successors or assigns, and Lessor's tenants, in constructing, maintaining, repairing and/or using said Surface Site and Roadway and in the exercise of any other rights herein granted. Lessee shall also pay Lessor, or Lessor's tenants, as their interests may appear, for all damages caused by the stoppage or obstruction of the natural flow of water and drainage on the Premises at any time during the existence of this Agreement. Payment for any such damages shall be made to Lessor, unless Lessor shall provide other written payment instructions. Except as above provided, Lessor does hereby release Lessee from any normal, foreseeable and necessary damages which may be done to the surface of the lands covered by this Agreement in connection with the initial construction of said Surface Site and Roadway.

10. **Water Discharge.** Lessee shall not discharge water on the surface of the Premises, except to the extent such water is discharged into an approved named stream on the Premises pursuant to a permit issued by the Texas Commission of Environmental Quality. Lessee shall not allow such water to flow

unrestrained over Lessor's land, but instead shall contain the same, preventing it securely from penetrating, seeping or flowing into the soil or any freshwater formation below the surface and from flowing into any tank, reservoir or water course on the surface of the Premises. In the event of such discharge, spill, leak, reportable or nonreportable incident, Lessee shall notify Lessor immediately upon discovery of any such incident, and Lessee shall remove from the Premises the dirt related to any such spill within twenty-four (24) hours (the "**Contamination**"). Lessee agrees to immediately provide Lessor with all reports, testing information, data, notes or other written data related to the Contamination upon receipt or production by Lessee or Lessee's agents or representatives which shall include all pictures, planimeters, measurements and all other data related to the discharge. If Contamination occurs, Lessee agrees remove from the Premises all contaminated soil, caliche, or other material until the affected area is returned to the natural background levels for the surrounding uncontaminated land based on a determination by a professional geoscientist (soil science discipline).

11. **Hazardous Materials.** Lessee shall not allow the presence of any Hazardous Materials (as defined herein), pollutants or contaminants on the Premises without the prior written consent of Lessor unless otherwise permitted under this Agreement. The term "**Hazardous Materials**" shall mean: (i) any substance which is or contains any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. §9601 *et seq.*) or any regulations promulgated under CERCLA and (ii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as defined below) or the common law, or any other applicable laws relating to the Premises. Notwithstanding the foregoing, Lessee is expressly permitted to use diluted amounts of chlorine in connection with its operation of the Facilities on the Surface Site, subject to the terms and conditions of this Agreement, including, but not limited to, the indemnity obligations set forth in paragraph 12 below.

12. **Indemnity.**

(a) Lessor shall not be liable to Lessee, nor to any of Lessee's agents, servants, invitees, guests, employees, licensees, contractors or anyone entering the Premises on Lessee's behalf (collectively, the "**Lessee Parties**") for (i) any injury or damage to persons or property on or about the Premises irrespective of how such injury or damage may be caused REGARDLESS OF WHETHER ARISING FROM OR ATTRIBUTABLE TO THE STRICT LIABILITY, NEGLIGENCE OR OTHER FAULT OF LESSOR, LESSOR'S PARENTS, SUBSIDIARIES, AFFILIATES, AND ANY OF THEIR AGENTS OR EMPLOYEES AND ANY ACT OR OMISSION WHICH MAY RESULT IN IMPOSITION OF STRICT LIABILITY (BY STATUTE OR UNDER COMMON LAW) UPON LESSOR, LESSOR'S PARENTS, SUBSIDIARIES, AFFILIATES, AND ANY OF THEIR AGENTS OR EMPLOYEES, whether such claims are made by Lessee Parties or any third parties entering upon the Premises or (ii) any claim by Lessee, and Lessee expressly waives any such claim, for consequential or exemplary damages arising in connection with the Surface Site and Roadway used by Lessee Parties, any breach of any provision of this Agreement, or the actions or operations of Lessee Parties upon the Premises.

(b) Lessee shall defend, indemnify and hold harmless Lessor and Lessor's parents, subsidiaries, affiliates, and each of their directors, employees, agents, officers, representatives and their successors and assigns (collectively, "**Indemnitees**") from and against any and all claims, demands, and causes of action for any injury (including death) or damage to persons or property arising out of, incidental to, or resulting from any claim for which Lessor has been relieved of liability under paragraph 12(a) above, and from and against all costs and expenses incurred by Indemnitees by reason of any such claim or claims, including reasonable attorneys' and expert witness' fees. Any permitted assignee of Lessee's interest in the Surface Site and Roadway used by Lessee Parties or this Agreement, including any portion thereof, shall agree to indemnify and hold harmless Indemnitees in the same manner provided above. Such indemnity

shall apply to any claim arising out of operations conducted under or pursuant to this Agreement, howsoever caused, REGARDLESS OF WHETHER ARISING FROM OR ATTRIBUTABLE TO THE STRICT LIABILITY, NEGLIGENCE OR OTHER FAULT OF INDEMNITEES, LESSEE OR ANY OTHER PERSON; PROVIDED, HOWEVER, THAT NO INDEMNITEE SHALL BE ENTITLED TO INDEMNITY HEREIN TO THE EXTENT THE INDEMNIFIED CLAIMS ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE SO CLAIMING OR SEEKING INDEMNIFICATION HEREUNDER.

(c) LESSEE SHALL INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS OF AND FROM AND AGAINST ANY CLAIM OR LOSS, COST, REASONABLE EXPENSE, SUITS, JUDGMENTS OR DAMAGE, OF WHATSOEVER KIND, INCLUDING ENVIRONMENTAL DAMAGES, WHETHER TO PERSON OR PROPERTY, INCLUDING REASONABLE ATTORNEY'S FEES, EXPERT WITNESS FEES, AND COURT COSTS, TO ANY PERSON OR PERSONS OR ANY PROPERTY RESULTING FROM LESSEE PARTIES' CONDUCT OR THE OPERATIONS AUTHORIZED BY THIS AGREEMENT, REGARDLESS OF WHETHER ARISING FROM OR ATTRIBUTABLE TO THE STRICT LIABILITY, NEGLIGENCE OR OTHER FAULT OF INDEMNITEES, LESSEE OR ANY OTHER PERSON; PROVIDED, HOWEVER, THAT NO INDEMNITEE SHALL BE ENTITLED TO INDEMNITY HEREIN TO THE EXTENT THE INDEMNIFIED CLAIMS ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE SO CLAIMING OR SEEKING INDEMNIFICATION HEREUNDER. LESSEE AGREES TO PROVIDE SUFFICIENT INSURANCE COVERAGE FOR ALL OPERATIONS AND LIABILITIES THAT MAY OCCUR IN THE CONSTRUCTION, MAINTENANCE AND USE OF SAID SURFACE SITE AND ROADWAY USED BY LESSEE PARTIES.

(d) Lessee's obligations under paragraph 12(c) above to indemnify, defend and hold harmless the Indemnitees shall include without limitation of the generality of the foregoing, any and all costs, expenses, liabilities and obligations of any kind arising in any manner in connection with Lessee's conduct under this Agreement arising from or relating to (i) the presence or existence of any Hazardous Materials in, on, or under the Premises or upon or affecting the environment beyond the physical boundaries of the Premises unless Lessee can demonstrate that the Hazardous Material was not placed on the Premises by Lessee Parties, its agents or employees; (ii) any act or omission of Lessee Parties resulting in any actual or threatened release, spill, emission or contamination of any Hazardous Material, gaseous or liquid hydrocarbon or product thereof, or any produced or waste water; (iii) the failure of any Lessee Parties to comply with all laws, ordinances, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended and relating to pollution, the protection of human health and safety, natural resources, or the environment, the regulation of oil, gas and other mineral exploration, production, and transmission, or the regulation or remediation of chemicals, contaminants, industrial, toxic or Hazardous Material (collectively, "**Environmental Requirements**"); and (iv) the breach of any term, provision or covenant of this Agreement. This indemnity shall expressly survive the termination of this Agreement. Without limiting the generality of the foregoing, the indemnification provided in this paragraph shall specifically cover costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions, any cleanup, containment, remedial action, removal, or restoration work required or performed by or for any federal, state or local governmental agency or political subdivision or performed by or for any nongovernmental entity or person because of the presence, suspected presence, release, or suspected release of any Hazardous Material covered by any environmental law in or into the air, soil, ground water, or surface water at, on, about, under, or within the Premises or any portion thereof, or elsewhere caused by or arising out of operations conducted by or for Lessee and any claims of third parties for loss or damage due to such Hazardous Material. LESSEE'S OBLIGATION TO INDEMNIFY INDEMNITEES SHALL APPLY REGARDLESS OF WHETHER ARISING FROM OR ATTRIBUTABLE TO THE STRICT LIABILITY, NEGLIGENCE OR OTHER FAULT OF

INDEMNITEES, LESSEE OR ANY OTHER PERSON; PROVIDED, HOWEVER, THAT NO INDEMNITEE SHALL BE ENTITLED TO INDEMNITY HEREIN TO THE EXTENT THE INDEMNIFIED CLAIMS ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE SO CLAIMING OR SEEKING INDEMNIFICATION HEREUNDER. Lessee further covenants and agrees to comply with all applicable Environmental Requirements applicable to the Premises, and Lessee shall not engage in or permit others to engage in any activity in violation of any applicable Environmental Requirements.

13. **Use of Dirt and Caliche.** Lessee agrees to pay standard market rate, but in no event less than Six and No/100 Dollars (\$6.00) per cubic yard, for any and all dirt or caliche used or taken by Lessee and agrees to ensure that payments are made as herein set forth for dirt or caliche used or taken by any contractor or subcontractor pursuant to the anticipated operations of Lessee. No dirt or caliche may be brought onto the Premises from property not owned by Lessor without the Lessor's prior written consent. Prior to taking or removing any dirt or caliche, Lessee must first secure written permission from Lessor as to the location and site from which the dirt or caliche is taken.

14. **No Warranty.** This Agreement is made without express or implied warranties whether the same arise by the common law or by statute, including but not limited to the Texas Property Code. As such all warranties are expressly disclaimed and excluded and none shall be implied. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO ANY MATTERS AFFECTING OR RELATED TO THE PREMISES AND THE SAME IS ACCEPTED BY LESSEE "AS IS."

15. **Assignment.** Lessee may not sublet or assign this Agreement or any part hereof or interest herein to any person or entity or, in the event of a reorganization, merger, consolidation or asset sale, to any other entity which assumes the assets of Lessee under that reorganization, merger, consolidation or asset sale, without the express prior written consent of Lessor. Any permitted assignee of Lessee of any rights hereunder shall agree in writing to be bound by the terms of this Agreement, including, but not limited to, all covenants and indemnities contained in paragraph 12 above, and Lessee shall furnish to Lessor a copy of such agreement within thirty (30) days of such assignment. For the avoidance of doubt, no assignment by Lessee of this Agreement, or any rights hereunder, shall relieve Lessee of any subsequent liability unless the express written release of such liability shall be obtained from Lessor. Any attempted assignment which fails to comply with the foregoing shall not only be void but shall also require Lessee to reimburse Lessor's administrative and legal expense incurred as a result of violation of this paragraph at an agreed rate of not less than One Hundred and No/100 Dollars (\$100.00) per day calculated from the date of the attempted assignment.

16. **Termination.** Cessation of use of the Premises as described herein for any continuous period of six (6) months, or failure to construct the Surface Site and Roadway within eighteen (18) months from the date hereof, shall be conclusively deemed to be abandonment by Lessee of same and of any rights and privileges hereunder, and this Agreement shall automatically terminate, except for the obligations of Lessee under paragraphs 7, 8, 9, 10, 12, 13, 17, 18, 19, 21, 22 and 32, which shall survive the expiration or termination hereof.

17. **Environmental Protection.** Lessee shall exercise a high degree of care with regard to the Premises and shall preserve and protect the natural environmental conditions of the Premises and shall avoid and prevent all contamination, spills and environmental damage upon the Premises to the extent reasonably practicable. Lessee agrees to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are reasonably deemed necessary by Lessor to protect the Premises from pollution, erosion, noxious weeds and plants or other environmental degradation.

18. **Reclamation.** Prior to the expiration or termination of this Agreement, and unless Lessor otherwise consents in writing, Lessee shall remove all Facilities and other structures and equipment which it placed on the Premises and Lessee shall reclaim the Premises by grading, leveling or terracing all or portions of the areas disturbed by the construction, maintenance, use or removal of the Surface Site and/or Roadway or operations thereon and to landscape such areas at its own cost and expense if and to the extent requested by Lessor. Landscaping shall be deemed herein as to returning the disturbed areas to their natural state so as to prevent water and wind erosion, including reseeding and revegetating such areas with grass seed of a type selected by Lessor.

19. **Holding Over.** In the event Lessee occupies the Premises or any part thereof after the expiration or earlier termination of this Agreement, unless otherwise agreed to in writing by Lessor, Lessee shall be considered a tenant-at-will only at a daily rental equal to the consideration amount listed herein above. In no event shall such holding over constitute or be construed as a renewal or extension of this Agreement, and upon the expiration or earlier termination of this Agreement, Lessee shall immediately surrender the Premises to Lessor on demand by Lessor.

20. **Use Restrictions.** This Agreement does not cover or include any right or privilege of hunting or fishing on the Premises, nor of any other recreational or agricultural use of the Premises, all such rights being expressly reserved to Lessor. No dogs, illegal drugs, alcohol or firearms shall be permitted on the Premises. Lessee shall be responsible for Lessee Parties' compliance with this paragraph. Any failure by Lessee to comply with the provisions of this paragraph shall constitute a material breach of this Agreement.

21. **Liens.** It is expressly understood and agreed that if Lessee does or permits to be done anything that creates a lien upon the Premises, and such lien is not removed or bonded around within forty-five (45) days after written notice from Lessor, Lessor may, but shall not be obligated to, pay the same or any portion thereof without inquiry as to the validity thereof, and Lessee shall repay any amounts so paid, plus expenses, to Lessor immediately upon demand. All sums to which Lessor shall be entitled to receive shall bear interest from the date of demand at the highest lawful rate.

22. **Remedies.** Upon the occurrence of any breach of any provision of this Agreement, or of any default hereunder, by Lessee, that is not cured within thirty (30) days after written notice of the existence of such breach or default, Lessor shall have the option and right to pursue any one or all of the following remedies without any notice or demand whatsoever:

(a) Terminate this Agreement, in which event Lessee shall immediately surrender possession of the Premises to Lessor; and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in royalties or any other sum due hereunder, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises, or any part thereof.

(b) Enter upon and take possession of the Premises and expel or remove Lessee, or any other person who may be occupying the Premises, or any part thereof.

(c) Enter upon the Premises and do whatever Lessee is obligated to do under the terms of this Agreement; and Lessee agrees to reimburse Lessor, on demand, for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Agreement, and all sums to which Lessor shall be entitled to receive shall bear interest from the date of demand at the highest lawful rate.

(d) Exercise any other remedies allowed by law or in equity.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein constitute a forfeiture or waiver of any payment due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of the terms, provisions and covenants herein contained. The rights and privileges given to Lessor in this paragraph 22 shall be cumulative of, and without prejudice to, any rights or remedies given to Lessor by law to procure possession, or to enforce the payment of rent, or performance of the other covenants hereof. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be effective unless such waiver shall be expressed in writing, and no waiver hereunder shall be deemed or construed to constitute a waiver of any other or future violation or breach of any of the provisions, conditions or covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

23. **Insurance.** Lessee shall purchase and maintain at its sole expense, and shall provide Lessor proof of, the following insurance, which shall name Lessor as an additional insured (except workers compensation) and include a waiver of any and all rights of subrogation against Lessor, with coverages and limits at levels customary in the industry for performing the work, activities, operations and services similar to those to be performed as described in this Agreement, but at levels not less than the minimums indicated below:

(a) **Commercial General Liability.** Commercial General Liability Insurance covering premises/operations, contractual liability, products/completed operations and independent contractors with a limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. If the policy is written on a "claims made" form, it shall provide for an extended reporting period of not less than three (3) years.

(b) **Workers' Compensation.** Workers' Compensation Insurance covering all employees and independent contractors in accordance with applicable federal and state statutory coverage limits for those jurisdictions where operations are performed.

(c) **Employers' Liability.** Employers' Liability Insurance with limits of liability no less than the minimum single limit of One Million Dollars (\$1,000,000.00).

(d) **Automobile Liability.** Automobile liability insurance covering all owned, non-owned and hired vehicles used in the operations or activities under the contract with limits of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

(e) **Commercial Umbrella Policy.** Commercial Umbrella Insurance with occurrence coverage of not less than Ten Million Dollars (\$10,000,000.00) and aggregate coverage of not less than Ten Million Dollars (\$10,000,000.00).

Policies will be primary, not excess or contributory, in regard to any other applicable policies. Lessee shall have the right to self-insure any or all of the foregoing insurance requirements, provided that Lessee shall provide Lessor with documentation of such self-insurance in amounts consistent with this Agreement.

24. **Right to Withhold Consent.** Lessor shall be under no obligation to grant any consent required or to be obtained under this Agreement, and any such consent may be withheld by Lessor at its sole discretion for any reason or no reason.

25. **No Waiver of Rights.** Unless expressly waived in writing by Lessor, no right under this Agreement that Lessor fails to exercise or enforce shall be deemed a waiver of any such right, nor shall Lessor be prohibited from the exercise of any such right at any time thereafter.

26. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. **Choice of Law; Venue.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to conflict of laws principals. The exclusive venue for any action under this Agreement shall be the federal or Texas state district courts of Midland County, Texas.

28. **Notice.** All notices, requests and communications (excluding payments) required or permitted hereunder shall be in writing addressed to the respective parties at the address set forth above, or at such other address as the respective parties have theretofore specified by written notice delivered in accordance herewith, and shall be deemed to have been properly given when delivered personally or when deposited in the United States Mail (with return receipt requested), certified, postage prepaid, or sent by overnight courier.

29. **Entire Agreement.** This Agreement embodies and includes the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may only be amended or modified by the mutual written agreement of both parties hereto or their respective successors in interest. If there are conflicts between any exhibit and the body of this Agreement, the body of this Agreement will control.

30. **Counterpart Execution; Signatures.** This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute, collectively, a single agreement. Copies of signatures, whether by facsimile, photocopy, or electric scans, shall be treated as originals for all purposes hereunder.

31. **Memorandum.** It is agreed that this Agreement shall not be filed in any public records. In lieu of filing this Agreement for record, Lessor and Lessee agree that a memorandum of this Agreement, in the form attached hereto as **Exhibit B** (the "Memorandum"), making appropriate reference hereto and to the Premises shall be filed of record in the county wherein the Premises is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

32. **Release.** Upon expiration or termination of this Agreement for whatever reason, Lessee shall furnish Lessor a recordable release of this Agreement and rights herein granted, and shall place said release of record in the Official Public Records of the county in which the Premises is located.

This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors and permitted assigns.

(Signatures on the following page)

IN WITNESS WHEREOF, this Agreement is executed as of the date of each party's respective acknowledgement but shall be effective as of the Effective Date first written above.

LESSOR:

DBR LAND LLC

By: 

Name: Harrison Bolling

Title: Executive Vice President, General Counsel

LESSEE:

PALOMA LB LOVING, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Agreement is executed as of the date of each party's respective acknowledgement but shall be effective as of the Effective Date first written above.

LESSOR:

DBR LAND LLC

By: _____

Name: Harrison Bolling

Title: Executive Vice President, General Counsel

LESSEE:

PALOMA LB LOVING, LLC

By:  _____

Name: Andrew Plagens

Title: Member

EXHIBIT A

SURFACE SITE & ROADWAY

(See attached.)

18 17
19 20
600
NAD
FND

17 16
20 21

N 02°47'14" E 5306.17'

SECTION 20, BLOCK 55,
T-1-S, T&P RR. CO. SURVEY
LOVING COUNTY, TEXAS

OWNERSHIP
DELAWARE BASIN RANCHES INC.
2021-2540 OFFICIAL PUBLIC RECORDS
LOVING COUNTY, TEXAS

TEXAS HIGHWAY DEPARTMENT RIGHT OF WAY MAP
F.M. HIGHWAY NO. 652, LOVING COUNTY, TEXAS FROM THE
PECOS RIVER TO THE NEW MEXICO STATE LINE
CONTROL 493, SECT. 2, JOB 2

P.T.B.
R=1,230.245,4195
C=10,888.384,9552



19 20
30 29

20 21
29 28

LEGEND:

- = 1/2" I.R. FND (UNLESS OTHERWISE NOTED)
- = 1/2" I.P. WITH CAP SET
- = PROPOSED PROPERTY LINE
- = WATER LINE
- = OVERHEAD ELECTRIC LINES

LINE DATA TABLE		
LINE NO.	BEARING	DIST.
1	S 89°21'38" E	466.09'
2	S 26°38'22" W	466.09'
3	N 63°21'38" W	466.09'
4	N 26°38'22" E	466.09'



0 800 1600 FEET
ORIGINAL SIZE= 8.5X14IN

NOTE: ALL BEARINGS, DISTANCES, COORDINATES, AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83) TEXAS CENTRAL ZONE, BASED UPON A 1/2 INCH IRON ROD FOUND AT N: 10,006,601.3798, E: 1,225,377.4362

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN

Nathan T. Bradshaw
REGISTERED PROFESSIONAL LAND SURVEYOR



REVISED 05-22-2025 BY: WET CHKD: NTB
MODIFIED PLACEMENT OF PROPOSED TRACT
MODIFIED TIES

Stored: 25040134

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122900/10122901
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
(432) 682-4400 FAX (432) 682-7997

	Drawn	Chkd	Surveyed
By	WET	NTB	NB/DP
Date	04-30-2025	04-30-2025	04-15-2025

EXHIBIT B

MEMORANDUM

(See attached.)

MEMORANDUM OF TERM SURFACE SITE LEASE AND ROADWAY AGREEMENT

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

STATE OF TEXAS §
COUNTY OF LOVING § KNOW ALL MEN BY THESE PRESENTS THAT:

THIS MEMORANDUM OF TERM SURFACE SITE LEASE AND ROADWAY AGREEMENT (this "**Memorandum**") is made and entered into as of June 4, 2025 (the "**Effective Date**") by and between DBR Land LLC, a Delaware limited liability company ("**Lessor**"), with a mailing address of 5555 San Felipe, Suite 1200, Houston, Texas 77056, and Paloma LB Loving, LLC whose address is 2000 Bering Drive, Suite 401, Houston, Texas 77057 ("**Lessee**").

WITNESSETH:

1. Lessor and Lessee have entered into that certain Term Surface Site Lease and Roadway Agreement (the "**Agreement**"), dated as of the Effective Date.
2. Lessor does hereby lease and demise unto Lessee, its successors and permitted assigns, a tract of land consisting of five (5) acres, more or less, out of the Subject Lands, ("**Surface Site**"), and private access roadway one-hundred fifty feet (150') in width being a total distance of 9 rods, more or less, out of the Subject Lands ("**Roadway**"), each being more particularly described and depicted on the attached **Exhibit A**, heretofore made a part of this Memorandum. Said Surface Site, Roadway and the Subject Lands collectively referred to as the "**Premises**".

Section 20, Block 55 T1S, T&P RR Survey, Loving County, Texas

3. This Memorandum is executed for the purposes of placing all parties dealing with the Subject Lands, or with the improvements constructed on said Subject Lands, on notice of the existence of the Agreement and, where appropriate, its contents. The Agreement contains other terms and provisions not herein set forth but incorporated by reference herein for all purposes. This Memorandum is not intended to, nor shall it, alter or amend in any way the terms of the Agreement and, if there is a conflict between this Memorandum and the Agreement, the terms of the Agreement shall control.
4. This Memorandum may be executed by Lessor and Lessee in any number of counterparts, each of which will be deemed an original instrument, but all of which will constitute one and the same instrument.
5. Notices required under the Agreement or this Memorandum shall be directed as follows:

LESSOR: **DBR Land LLC**
Attn: General Counsel
5555 San Felipe, Suite 1200
Houston, Texas 77056
Email: legal@dbranches.com

LESSEE: **Paloma LB Loving, LLC**
2000 Bering Drive, Suite 401
Houston, Texas 77057

[Signature Pages Follow]



IN WITNESS WHEREOF, we have hereunto set our hands on this Memorandum as of the date of the signatures below, but this agreement shall be effective as of the Effective Date, stated above.

LESSOR:

DBR Land LLC

Name:

By: Harrison Bolling

Title: Executive Vice President, General Counsel

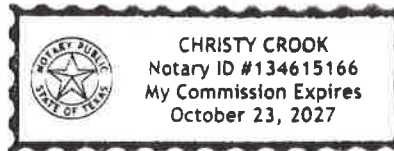
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was executed and acknowledged before me this 4th day of June, 2025, by Harrison Bolling, Executive Vice President, General Counsel, of DBR Land LLC, a limited liability company, on behalf of said limited liability company.

Christy Crook

Notary Public, State of Texas



GRANTEE:

Paloma LB Loving, LLC

Signature: 

Name: Andrew Plagens

Title: Member

ACKNOWLEDGMENT

STATE OF TEXAS 8

COUNTY OF MIDLAND 8

This instrument was executed and acknowledged before me this 4th day of June, 2025, by Andrew Plagens, a Member of Paloma LB Loving, LLC, a Texas limited liability company, on behalf of such limited liability company.


Notary Public, State of Texas

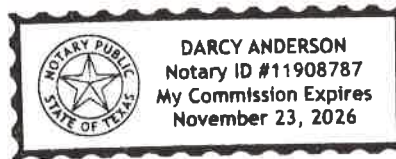


EXHIBIT A

SURFACE SITE & ROADWAY

(See attached.)

18 17
19 20
600
NAIL
FND

17 16
20 21

N 02°47'14" E 5306.17'

SECTION 20, BLOCK 55,
T-1-S, T&P RR. CO. SURVEY
LOVING COUNTY, TEXAS

OWNERSHIP
DELAWARE BASIN RANCHES INC.
2021-2540 OFFICIAL PUBLIC RECORDS
LOVING COUNTY, TEXAS

TEXAS HIGHWAY DEPARTMENT RIGHT OF WAY MAP
F.M. HIGHWAY NO. 852, LOVING COUNTY, TEXAS FROM THE
PECOS RIVER TO THE NEW MEXICO STATE LINE
CONTROL 493, SECT. 2, USB 2

27733
X=1,232,242.4885
Y=12,568,584.9552

S 74°20'07" W 4838.49' (TIE)

N 12°48'56" E 1767.86' (TIE)
TO ADJUT 444 MON.
S 08°06'44" E 1372.19' (TIE)

3.00
ACRE
TRACT

LEGEND

- = 1/2" I.R. FND (UNLESS OTHERWISE NOTED)
- = 1/2" I.R. WITH CAP SET
- = PROPOSED PROPERTY LINE
- = WATER LINE
- = OVERHEAD ELECTRIC LINES

LINE DATA TABLE

LINE NO.	BEARING	DIST.
1	S 63°21'38" E	456.69'
2	S 28°58'22" W	456.69'
3	N 63°21'38" W	456.69'
4	N 28°58'22" E	456.69'



0 800 1600 FEET
ORIGINAL SIZE= 8.5X14IN

NOTE: ALL BEARINGS, DISTANCES, COORDINATES, AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83) TEXAS CENTRAL ZONE, BASED UPON A 1/2 INCH IRON ROD FOUND AT N: 10,686,661.3796, E: 1,225,377.4362

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Nathan T. Bradshaw
REGISTERED PROFESSIONAL LAND SURVEYOR



REVISED 05-22-2025 BY: WET CHKD: NTB
MODIFIED PLACEMENT OF PROPOSED TRACT
MODIFIED TIES

Stored: 25040134

BRADSHAW AND ASSOCIATES, INC.

CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS

FIRM # 10122900/10122901
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705

(432) 682-6400 FAX (432) 682-7997

	Drawn	Chkd	Surveyed
By	WET	NTB	NB/DP
Date	04-30-2025	04-30-2025	04-15-2025

I, Mozelle Carr, Clerk of the County Court, in and for said County, do hereby certify that the within instrument in writing, dated 06/04/2025 with its certification of authentication, was filed in my office 07/01/2025 at 11:52 AM and recorded 07/01/2025 in the OFFICIAL PUBLIC RECORDS of Loving County, Texas with Instrument Number 2025-1532. Witness my Hand and Seal of Said Court, at office in Mentone, Texas, on date and year last above written.



Mozelle Carr

MOZELLE CARR, County Clerk
Loving County Texas

PIPELINE EASEMENT

This Pipeline Easement ("**Agreement**") is made effective as of June 4, 2025 ("**Effective Date**"), by and between DBR LAND LLC, a Delaware limited liability company, whose address is 5555 San Felipe, Suite 1200, Houston, Texas 77056 ("**Grantor**"), and Paloma LB Loving, LLC, a Texas limited liability company, whose address is 2000 Bering Drive, Suite 401, Houston, Texas 77057 ("**Grantee**").

RECITALS:

WHEREAS, Grantor owns the surface estate of the following land listed below:

Section 20, 21, and 28, Block 55, T-1-S, T&P RR. Co. Survey, Loving County, Texas

Hereinafter referred to as the "**Subject Lands**";

WHEREAS, Grantor and Grantee entered into that certain Term Surface Site and Roadway agreement dated as of the Effective Date for Grantee's operation of the Facilities (as defined therein) located at Section 20, Block 55, T-1-S, T&P RR. Co. Survey, Loving County, Texas (the "**Wastewater Treatment Facility**"); and

WHEREAS, Grantee desires to use the Subject Lands in accordance with the terms and conditions of this Agreement.

AGREEMENT:

NOW THEREFORE, for and in consideration of the sums herein provided, and other good and valuable consideration, and on the terms, conditions and covenants set forth herein, Grantor and Grantee agree as follows:

1. **Grant**. Grantor does hereby grant and convey unto Grantee, its successors and permitted assigns, an easement and right-of-way up to thirty feet (30') in width and containing 253.17 rods, more or less, as depicted and further described on the attached Exhibit A and referred to herein as the "**Easement**", for the construction, operation, maintenance, repair and removal of one (1) above ground poly pipeline four inches (4") in nominal diameter, to be used for the purpose of transporting wastewater, under, across and through the Subject Lands, from Grantee's Wastewater Treatment Facility in the Subject Lands to the discharge point also located in the Subject Lands, as depicted and further described on the attached Exhibit A, and for no other purpose or purposes without the prior written consent of Grantor. There shall be no surface or subsurface appurtenances to the pipeline other than as specifically provided in this Agreement. Any other use of the Easement or Subject Lands by Grantee, its employees, agents or contractors, is expressly prohibited without an express written agreement from Grantor. Grantor shall have no duty or responsibility to inspect or oversee Grantee's operations nor to identify or correct any potentially harmful, dangerous or damaging conditions or warn Grantee of the same. Said Easement and the Subject Lands are collectively referred to as the "**Premises**".

2. **Term**.

(a) **Initial Term**. This Agreement shall be for a term of five (5) years from and after the Effective Date ("**Initial Term**"), unless extended or earlier terminated as hereinafter provided.

(b) Option for Extended Terms. Grantee shall have the option to extend the Initial Term of this Agreement for two (2) additional terms of five (5) years so long as the Easement is being used by Grantee in accordance with this Agreement and for the purposes stated herein, and provided Grantee is not otherwise in breach of any Grantee obligation hereunder. Each additional five (5) year term beyond the Initial Term shall be referred to as an “**Extended Term**”, and the Initial Term and each Extended Term (if entered) shall be referred to collectively as the “**Term**”. To exercise such option, Grantee must provide to Grantor (i) written notice of its intent to exercise the option for an Extended Term and (ii) the Extension Payment (as described below) no later than thirty (30) days prior to expiration of the then-current term (whether the Initial Term or an Extended Term). If the option to enter an Extended Term is timely exercised by Grantee as described herein, then this Agreement shall remain in full force and effect until the expiration or earlier termination of any such Extended Term.

3. **Consideration.**

(a) Initial Term. The consideration for the Initial Term of this Agreement is the non-refundable sum of Five Thousand and 00/100 Dollars (\$5,000.00).

(b) Extended Terms. The consideration for each Extended Term (“**Extension Payment**”) shall be the sum of Five Thousand and 00/100 Dollars (\$5,000.00) adjusted by the percentage increase in the consumer price index, as published by the Bureau of Labor Statistics of the United States Department of Labor for All Urban Consumers, specifically, the “All Items” Unadjusted Expenditure Category for December 31, 2024 and for December 31 of the year immediately preceding the applicable Extended Term, but in no event shall the percentage increase be less than twenty five percent (25%) greater than the Initial Term consideration or the previous Extension Payment, as the case may be.

4. **Existing Agreements.** This Agreement and all rights herein granted are expressly made subject to the following, whether or not evidenced by instruments filed of record in the county wherein the Premises is located, but only insofar as such agreements and/or rights affect the Premises: (i) any valid and existing oil, gas and/or mineral leases, (ii) any valid and existing surface leases or agreements, (iii) any other valid or existing easements or rights-of-way, and (iv) the rights of any parties in possession. Grantee assumes the risk and obligation to determine that there are no surface or subsurface obstructions, including pipelines present on the Premises. In addition, thereto, Grantor reserves the right to grant additional leases, easements or rights-of-way over, through and across the Premises so long as such leases, easements or rights-of-way do not unreasonably interfere with the rights granted to Grantee in this Agreement.

5. **Pipeline Depth.** Notwithstanding anything to the contrary contained herein, if requested by Grantor at any time during the Term, the above ground pipeline constructed by Grantee hereunder shall promptly be buried by Grantee to a minimum depth of forty-eight inches (48”) below the surface of the ground so as to not interfere with the cultivation of the surface.

6. **Fencing.** Grantee shall have no right to cut any fence surrounding or located on the Premises without Grantor’s prior written consent. In the event of Grantor’s prior written consent, it is agreed that prior to cutting any of such fences, Grantee shall brace the existing fence adequately and to the entire satisfaction of Grantor on each side of the proposed cut, and shall procure the approval of Grantor of such bracing prior to cutting such fence. In bracing such fence, it is provided that Grantee shall set not less than six (6) nine-foot (9’) steel pipe posts, with tops not less than four-inches (4”) in diameter, each buried four feet (4’) into the ground with three (3) posts on each side of the proposed cut, the posts to be properly braced with horizontal braces, and wired so that when the fence is cut there will be no slackening of the

wires. If Grantee shall elect to maintain an opening in any of the fences of Grantor during construction, Grantee shall be obligated to install a good and substantial gap or metal gate capable of turning cattle in such opening, and Grantee shall keep such gap or gate securely locked at all times when not in actual use; and upon the completion of construction, Grantee shall close all openings and all outside fences and shall restore such fences to their original condition. Grantee shall not be entitled to maintain any openings in any outside fences of Grantor after said construction is completed, and thereafter all ingress and egress shall be at places designated by Grantor.

7. **Road Use.** Grantee agrees not to use any of Grantor's roads in connection with or in the exercise of any rights herein granted, without Grantor's prior written consent; and if such consent is given, and any of Grantor's roads are used, Grantee expressly agrees to maintain said roads in good condition and repair during the period of Grantee's use, and to repair any damage done to said roads by Grantee, its employees, agents or contractors, to Grantor's complete satisfaction. Nothing in this Agreement shall purport to grant access to the Subject Lands from adjoining lands.

8. **Taxes.** Grantee shall pay prior to delinquency any taxes levied upon or assessed against the structures, fixtures or other equipment built or installed upon the Premises by Grantee and shall reimburse Grantor, if so requested, for any taxes, including rollback taxes, that may be levied upon or assessed against the surface of the Premises to the extent that such taxes exceed those levied upon or assessed against the surface of said Premises for the calendar year immediately preceding the calendar year in which this Agreement is executed and for a period of up to five (5) years following expiration or termination of this Agreement with respect to any taxes related to any loss of Grantor's agricultural use or similar tax exemption.

9. **Damages.** Grantee shall be liable for and shall pay all damages caused to the Premises or Grantor's other lands, as well as to cattle, fences, buildings, fixtures, improvements, crops or any other personal or mixed property thereon, in any way resulting or arising from or related to the exercise of any rights herein granted, including, without limitation, damages caused by the stoppage or obstruction of the natural flow of water and drainage or the leaking, seeping, contamination or explosion of oil, gas or other hydrocarbons, or any products thereof. Payment for any such damages shall be made to Grantor, unless Grantor provides other written payment instructions. Except as above provided, Grantor does hereby release Grantee from any normal, foreseeable and necessary damages caused to the surface of the lands within the Easement in connection with initial construction. Grantee shall be obligated to pay the full and complete cost of any unrepaired damages to the Premises, Grantor's other lands or to any personal or mixed property that are caused directly or indirectly by, or in any way resulting or arising from or related to, the operations of Grantee, its employees, agents or contractors, which obligation is not lessened or mitigated if the cost of such damages exceeds the fair market value of the damaged real, personal or mixed property.

10. **Compliance.** All operations conducted under this Agreement shall be in compliance with all applicable laws (including Environmental Laws), and the rules promulgated by all regulatory agencies having jurisdiction, and Grantee shall not engage in or permit others to engage in any activity in violation of the same. The term "**Environmental Laws**" shall mean all laws, ordinances, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended and relating to pollution, the protection of human health and safety, natural resources, or the environment, the regulation of oil, gas and other mineral exploration, production, and transmission, or the regulation or remediation of chemicals, contaminants, industrial, toxic or Hazardous Materials, including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sec. 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601.9657 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 6901. et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 741 et seq., the Clean Water Act, 33 U.S.C. Sec. 7401, the

Toxic Substances Control Act, 15 U.S.C. Sec. 2601-2629, the Safe Drinking Water Act. 42 U.S.C. Sec. 300f-300j, Texas Water Code, Texas Health & Safety Code, Texas Natural Resources Code, and all similar federal, state, and local environmental statutes, ordinances, and the regulations, orders, and decrees now or hereafter promulgated thereunder. The term "**Hazardous Materials**" shall mean: (i) any substance that is or contains any "hazardous substance" as now or hereafter defined in §101(14) of CERCLA (42 U.S.C. §9601 et seq.), any regulations promulgated under CERCLA or as defined in Section 361.003(11) of the Texas Health & Safety Code, (ii) oil, gas, gasoline, diesel fuel, or other petroleum hydrocarbons, waste products, or additives or by-products associated with such petroleum products or with oil, gas, and other mineral exploration, production, and transmission, and (iii) any additional substances or materials that are now or hereafter classified or considered to be hazardous or toxic under Environmental Laws or the common law, or any other applicable laws relating to the Premises. Unless otherwise permitted under this Agreement, and in such case, except in quantity and manner that is consistent with the permitted uses of the Premises, Grantee shall not allow the presence of any Hazardous Materials, pollutants or contaminants on the Premises without the prior written consent of Grantor. Grantee shall cause any party who uses the Premises on Grantee's behalf to comply with this paragraph.

11. **Indemnity.**

(a) **Release of Liability.** Grantor shall not be liable to Grantee, nor to any of Grantee's agents, servants, invitees, guests, employees, licensees, contractors or anyone entering the Premises on Grantee's behalf (collectively, the "**Grantee Parties**") for (i) any injury or damage to persons or property on or about the Premises irrespective of how such injury or damage may be caused REGARDLESS OF WHETHER ARISING FROM OR ATTRIBUTABLE TO THE STRICT LIABILITY, NEGLIGENCE OR OTHER FAULT OF GRANTOR, GRANTOR'S PARENTS, SUBSIDIARIES, AFFILIATES, AND ANY OF THEIR DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS, CONTRACTORS, OR EMPLOYEES AND THEIR SUCCESSORS AND ASSIGNS (collectively, the "**Indemnitees**") AND ANY ACT OR OMISSION THAT MAY RESULT IN IMPOSITION OF STRICT LIABILITY (BY STATUTE OR UNDER COMMON LAW) UPON THE INDEMNITEES, whether such claims are made by Grantee, Grantee Parties or any third parties entering upon the Premises or (ii) any claim, and Grantee expressly waives any such claim, for consequential or exemplary damages arising in connection with this Agreement, any breach of any provision of this Agreement, or the actions or operations of Grantee or Grantee Parties upon the Premises.

(b) **General Indemnification.** GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS OF AND FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS' FEES, AND COURT COSTS), SUITS, JUDGMENTS OR DAMAGES OF WHATSOEVER KIND, INCLUDING INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO PROPERTY, INCLUDING ENVIRONMENTAL DAMAGES, WHETHER TO PERSON OR PROPERTY, ARISING OUT OF, INCIDENTAL TO OR RESULTING FROM GRANTEE PARTIES' CONDUCT OR THE OPERATIONS CONDUCTED UNDER OR PURSUANT TO THIS AGREEMENT, OR ANY CLAIM FOR WHICH GRANTOR HAS BEEN RELIEVED OF LIABILITY UNDER PARAGRAPH 11(A) ABOVE, REGARDLESS OF WHETHER ARISING FROM OR ATTRIBUTABLE TO THE STRICT LIABILITY, NEGLIGENCE OR OTHER FAULT OF INDEMNITEES, GRANTEE, GRANTEE PARTIES, OR ANY OTHER PERSON; PROVIDED, HOWEVER, THAT NO INDEMNITEE SHALL BE ENTITLED TO INDEMNITY HEREIN TO THE EXTENT THAT IT IS DETERMINED BY A FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION, NOT SUBJECT TO APPEAL, THAT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE IS THE CAUSE OF THE DAMAGE OR INJURY FOR WHICH RECOVERY IS SOUGHT OR AWARDED, IN WHICH CASE, GRANTEE'S OBLIGATION TO INDEMNIFY SUCH INDEMNITEE SHALL BE LIMITED TO THE EXTENT OF THAT

INDEMNITEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Any permitted assignee of Grantee's interest in this Agreement, including any portion thereof, shall agree to indemnify and hold harmless Indemnitees in the same manner provided herein. Grantee shall provide sufficient insurance coverage for its indemnification obligations herein and all operations and liabilities that may arise under this Agreement or occur in the construction, maintenance and operation of the pipeline and Easement.

(c) Additional Environmental Indemnification. Grantee's obligations to indemnify, defend and hold harmless the Indemnitees shall include without limitation of the generality of the foregoing, any and all costs, expenses, liabilities and obligations of any kind arising in any manner in connection with Grantee's and Grantee Parties' conduct under this Agreement arising from or relating to (i) the presence or existence of any Hazardous Materials in, on, or under the Premises or upon or affecting the environment beyond the physical boundaries of the Premises unless Grantee can demonstrate that the Hazardous Material was not placed on the Premises by Grantee or any Grantee Parties; (ii) any act or omission of Grantee or Grantee Parties resulting in any actual or threatened release, spill, emission or contamination of any Hazardous Material, gaseous or liquid hydrocarbon or product thereof, or any produced or waste water; (iii) the failure of Grantee or any Grantee Parties to comply with any Environmental Laws; and (iv) the breach of any term, provision or covenant of this Agreement. This indemnity shall expressly survive the expiration or termination of this Agreement for one hundred eighty (180) days past the applicable statute of limitations. Without limiting the generality of the foregoing, the indemnification provided in this paragraph shall specifically cover costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions, any cleanup, containment, remedial action, removal, or restoration work required or performed by or for any federal, state or local governmental agency or political subdivision or performed by or for any nongovernmental entity or person because of the presence, suspected presence, release, or suspected release of any Hazardous Materials in or into the air, soil, ground water, or surface water at, on, about, under, or within the Premises or any portion thereof, or elsewhere caused by or arising out of operations conducted by or for Grantee and any claims of third parties for loss or damage due to such Hazardous Materials. GRANTEE'S OBLIGATION TO INDEMNIFY INDEMNITEES SHALL APPLY REGARDLESS OF WHETHER ARISING FROM OR ATTRIBUTABLE TO THE STRICT LIABILITY, NEGLIGENCE OR OTHER FAULT OF INDEMNITEES, GRANTEE, GRANTEE PARTIES OR ANY OTHER PERSON; PROVIDED, HOWEVER, THAT NO INDEMNITEE SHALL BE ENTITLED TO INDEMNITY HEREIN TO THE EXTENT THAT IT IS DETERMINED BY A FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION, NOT SUBJECT TO APPEAL, THAT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE IS THE CAUSE OF THE DAMAGE OR INJURY FOR WHICH RECOVERY IS SOUGHT OR AWARDED, IN WHICH CASE, GRANTEE'S OBLIGATION TO INDEMNIFY SUCH INDEMNITEE SHALL BE LIMITED TO THE EXTENT OF THAT INDEMNITEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) Premises Liability. NOTWITHSTANDING THE ABOVE, FAILURE OF ANY INDEMNITEES TO INSPECT FOR, DETECT OR WARN OF DANGERS OR DEFECTS IN OR ON THE PROPERTY, OR ITS ALLEGEDLY CAUSING OR PERMITTING GRANTEE OR GRANTEE PARTIES TO WORK IN AN UNSAFE PLACE OR ENVIRONMENT, OR ITS STATUS AS THE OWNER OR OPERATOR OF THE PROPERTY, OR ITS FAILURE TO PROVIDE OR FAILURE TO ADEQUATELY PROVIDE SECURITY FOR THE PROPERTY SHALL NOT BE DEEMED "NEGLIGENCE" WITHIN THE MEANING OF NEGLIGENCE AS USED IN THIS AGREEMENT.

12. Signage. Grantee shall erect signs over the pipeline as required under the applicable rules and regulations of all federal, state and local agencies having jurisdiction, and notwithstanding any applicable regulation, such advisory or warning signs shall be placed in not less than each section and at any location that the pipeline crosses any road or a section line. Each sign shall include the size of the pipeline, the material being transported, the operator, and any emergency phone numbers.

13. **Use of Dirt and Caliche.** Grantee agrees to pay standard market rates, but in no event less than Six and No/100 Dollars (\$6.00) per cubic yard, for any and all dirt or caliche used or taken by Grantee and Thirteen and No/100 Dollars (\$13.00) per ton for any and all base/crushed rock used or taken by Grantee, and agrees to ensure that payments are made as herein set forth for dirt, caliche or base/crushed rock used or taken by any contractor or subcontractor pursuant to the anticipated operations of Grantee. Prior to taking or removing any dirt, caliche or base/crushed rock, Grantee must first secure written permission from Grantor as to the location and site from which the dirt, caliche or base/crushed rock is taken. No dirt, caliche or base/crushed rock may be brought onto the Premises from property not owned by Grantor without Grantor's prior written consent.

14. **No Warranty.** This Agreement is made without express or implied warranties whether the same arise by the common law or by statute, including but not limited to the Texas Property Code. As such all warranties are expressly disclaimed and excluded and none shall be implied. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO ANY MATTERS AFFECTING OR RELATED TO THE PREMISES AND THE SAME IS ACCEPTED BY GRANTEE "AS IS."

15. **Assignment.** Grantee may not assign this Agreement or any part hereof or interest herein to any person or entity or, in the event of a reorganization, merger, consolidation or asset sale, to any other entity that assumes the assets of Grantee under the reorganization, merger, consolidation or asset sale, without the express prior written consent of Grantor and payment of the required administrative fee. Notwithstanding the foregoing, Grantee may assign this Agreement without Grantor's consent to an Affiliate of Grantee, provided that Grantee gives prior written notice to Grantor. The term "**Affiliate**" shall mean, with respect to a party, any person or entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with that party. For purposes of this definition, "control" means ownership of fifty percent (50%) or greater of the voting interest (stock or otherwise) of such entity. Any permitted assignee of Grantee of any rights hereunder shall agree in writing to be bound by the terms of this Agreement, including, without limitation, all covenants and indemnities contained in paragraph 11 above, and Grantee shall furnish to Grantor a copy of such agreement within thirty (30) days of such assignment. For the avoidance of doubt, no assignment by Grantee of this Agreement, or any rights hereunder, shall relieve Grantee of any subsequent liability and Grantee shall remain primarily liable for all obligations under this Agreement unless the express written release of such liability is obtained from Grantor. Further, Grantee may not engage in a series of transactions that both (i) result in this Agreement or an interest herein being owned by a non-Affiliate and (ii) are designed to avoid the consent requirements set forth in this paragraph. Any attempted assignment that fails to comply with the foregoing shall not only be void, but shall also require Grantee to reimburse Grantor's administrative and legal expense incurred as a result of violation of this paragraph at an agreed rate of not less than One Thousand and No/100 Dollars (\$1,000.00) per day calculated from the date of the attempted assignment.

16. **Termination.** Cessation of use of the pipeline located on the Premises for any continuous period of six (6) months, or failure to construct the pipeline within eighteen (18) months from the Effective Date hereof, shall be conclusively deemed to be an abandonment by Grantee of same and of any rights and privileges hereunder as to said pipeline, and this Agreement shall automatically terminate. Upon the expiration or termination of this Agreement for any reason, the rights and obligations of Grantor and Grantee hereunder shall terminate; provided, however, any provision in this Agreement that by its nature should reasonably survive expiration or termination of this Agreement, including, without limitation, paragraphs 7, 9, 11, 13, 16, 18, 20 and 21 shall survive expiration or termination. The pipeline shall be considered to be "used" for purposes of this paragraph only if the product described in paragraph 1 is being transported through the pipeline for commercial sale or use. Upon expiration or termination of this Agreement, Grantee shall, within ninety (90) days of such expiration or termination, remove all structures

and equipment which it placed on the surface site and restore all areas of the Subject Lands disturbed as a result thereof in accordance with paragraph 18, and either (i) remove the pipeline and restore all areas of the Subject Lands disturbed by the removal in accordance with paragraph 18, or (ii) with the express written permission of Grantor, purge the pipeline of all combustibles and all hazardous materials, disconnect the pipeline from the operating system and seal and plug the pipeline to eliminate any environmental hazard, all in accordance with applicable regulatory requirements.

17. **Environmental Protection.** Grantee shall exercise a high degree of care with regard to the Premises and shall preserve and protect the natural environmental conditions of the Premises and shall avoid and prevent all contamination, spills and environmental damage upon the Premises to the extent reasonably practicable. Grantee shall not allow any trash or debris to accumulate or become scattered on the Premises. Grantee agrees to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are reasonably deemed necessary by Grantor to protect the Premises from pollution, erosion, noxious weeds and plants or other environmental degradation.

18. **Reclamation.** Within ninety (90) days of expiration or termination of this Agreement, and promptly following any construction, operation, maintenance, repair or removal activities, Grantee shall reclaim by grading, leveling or terracing all disturbed areas of the Premises and landscape such areas at its own cost and expense. Landscaping shall be deemed herein as to returning the disturbed areas to their natural state so as to prevent water and wind erosion, including reseeded and revegetating such areas with a native grass seed of a type selected by Grantor. The topsoil in, on and around the Easement or any other ground on the Premises disturbed as a result of Grantee's operations thereon shall be restored, leveled and contoured to its condition immediately before construction as is reasonably possible.

19. **Use Restrictions.** This Agreement does not cover or include any right or privilege of hunting or fishing on the Premises, nor of any other recreational or agricultural use of the Premises, all such rights being expressly reserved to Grantor. Grantor reserves the right to use and fully enjoy the Premises except as to the rights expressly granted to Grantee. No dogs, illegal drugs, alcohol or firearms shall be permitted on the Premises. Grantee shall be responsible for Grantee Parties' compliance with this Agreement. Any failure by Grantee to comply with the provisions of this paragraph shall constitute a material breach of this Agreement.

20. **Liens.** If Grantee does or permits to be done anything that creates a lien upon the Premises, and such lien is not removed or bonded around within forty-five (45) days after written notice from Grantor, Grantor may, but shall not be obligated to, pay the same or any portion thereof without inquiry as to the validity thereof, and Grantee shall repay any amounts so paid, plus expenses, to Grantor immediately upon demand. All sums to which Grantor shall be entitled to receive shall bear interest from the date of demand at the highest lawful rate.

21. **Right to Perform.** Grantor shall have the right, but not the obligation, to perform or cause to be performed any action that Grantee fails to perform hereunder, and all costs incurred or suffered by Grantor in connection with the performance of such actions or obligations shall be payable to Grantor by Grantee immediately upon demand. All sums to which Grantor shall be entitled to receive shall bear interest from the date of demand at the highest lawful rate.

22. **Insurance.** Grantee shall purchase and maintain at its sole expense, and shall provide Grantor proof of, the following insurance, which shall name Grantor as an additional insured (except workers compensation) and include a waiver of any and all rights of subrogation against Grantor, with coverages and limits at levels customary in the industry for performing the work, activities, operations and services similar to those to be performed as described in this Agreement, but at levels not less than the minimums indicated below:

(a) Commercial General Liability. Commercial General Liability Insurance covering premises/operations, contractual liability, products/completed operations and independent contractors with a limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. If the policy is written on a "claims made" form, it shall provide for an extended reporting period of not less than three (3) years.

(b) Workers' Compensation. Workers' Compensation Insurance covering all employees and independent contractors (or, if Grantee's insurance does not cover independent contractors, Grantee shall require any independent contractors to purchase and maintain the same) in accordance with applicable federal and state statutory coverage limits for those jurisdictions where operations are performed.

(c) Employers' Liability. Employers' Liability Insurance with limits of liability no less than the minimum single limit of One Million Dollars (\$1,000,000.00).

(d) Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in the operations or activities under the contract with limits of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

(e) Commercial Umbrella Policy. Commercial Umbrella Insurance with occurrence coverage of not less than Ten Million Dollars (\$10,000,000.00) and aggregate coverage of not less than Ten Million Dollars (\$10,000,000.00).

Policies will be primary, not excess or contributory, in regard to any other applicable policies. Grantee shall have the right to self-insure any or all of the foregoing insurance requirements, provided that Grantee shall provide Grantor with documentation of such self-insurance in amounts consistent with this Agreement.

23. Right to Withhold Consent. Grantor shall be under no obligation to grant any consent required or to be obtained under this Agreement, and any such consent may be withheld by Grantor at its sole discretion for any reason or no reason.

24. No Waiver of Rights. Unless expressly waived in a writing signed by Grantor stating that it is a waiver with respect to this Agreement, no right under this Agreement that Grantor fails to exercise or enforce shall be deemed a waiver of any such right, nor shall Grantor be prohibited from the exercise of any such right at any time thereafter.

25. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

26. Choice of Law; Venue. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to conflict of laws principals. The mandatory and exclusive venue for any action under this Agreement shall be the federal or Texas state district courts of Midland County, Texas. In the event of any litigation between the parties hereto related to the interpretation or enforcement of this Agreement, or that in any other manner relates to this Agreement or the Premises, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and court and other costs, including such fees incurred due to any appeal.

27. **Notice.** All notices, requests and communications (excluding payments) required or permitted hereunder shall be in writing addressed to the respective parties at the address set forth above, or at such other address as the respective parties have theretofore specified by written notice delivered in accordance herewith, and shall be deemed to have been properly given when delivered personally or when deposited in the United States Mail (with return receipt requested), certified, postage prepaid, or sent by overnight courier.

28. **Entire Agreement.** This Agreement embodies and includes the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may only be amended or modified by the mutual written agreement of both parties hereto or their respective successors in interest. If there are conflicts between any exhibit and the body of this Agreement, the body of this Agreement will control.

29. **Counterpart Execution; Signatures.** This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute, collectively, a single agreement. Copies of signatures, whether by facsimile, photocopy, or electric scans, shall be treated as originals for all purposes hereunder.

30. **Third Party Beneficiaries.** Except with respect to the rights of the Indemnitees (other than Grantor), each of which are each hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder, the agreements and covenants contained herein are made solely for the benefit of the parties, their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a party to this Agreement, nor otherwise give rise to any cause of action in any person or entity who is not a party hereto.

31. **Memorandum.** It is agreed that this Agreement shall not be filed in any public records. In lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement, in the form attached hereto as **Exhibit B** (the "Memorandum"), making appropriate reference hereto and to the Premises shall be filed of record in the county wherein the Premises is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

32. **Release.** Upon expiration or termination of this Agreement for whatever reason, Grantee shall furnish Grantor a recordable release of this Agreement and rights herein granted and shall place said release of record in the county wherein the Premises is located.

33. **Covenants Binding.** The rights and obligations under this Agreement respecting the use and access of the Premises are expressly intended to run with such lands. This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, executors, administrators, successors and permitted assigns.

(Signatures on the following page)

IN WITNESS WHEREOF, this Agreement is executed as of the date of each party's respective acknowledgement but shall be effective as of the Effective Date first written above.

GRANTOR:

DBR LAND LLC

By: 

Name: Harrison Bolling

Title: Executive Vice President, General Counsel

GRANTEE:

Paloma LB Loving, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Agreement is executed as of the date of each party's respective acknowledgement but shall be effective as of the Effective Date first written above.

LESSOR:

DBR LAND LLC

By: _____

Name: Harrison Bolling

Title: Executive Vice President, General Counsel

LESSEE:

PALOMA LB LOVING, LLC

By:  _____

Name: Andrew Plagens

Title: Member

EXHIBIT A

EASEMENT

(See attached.)

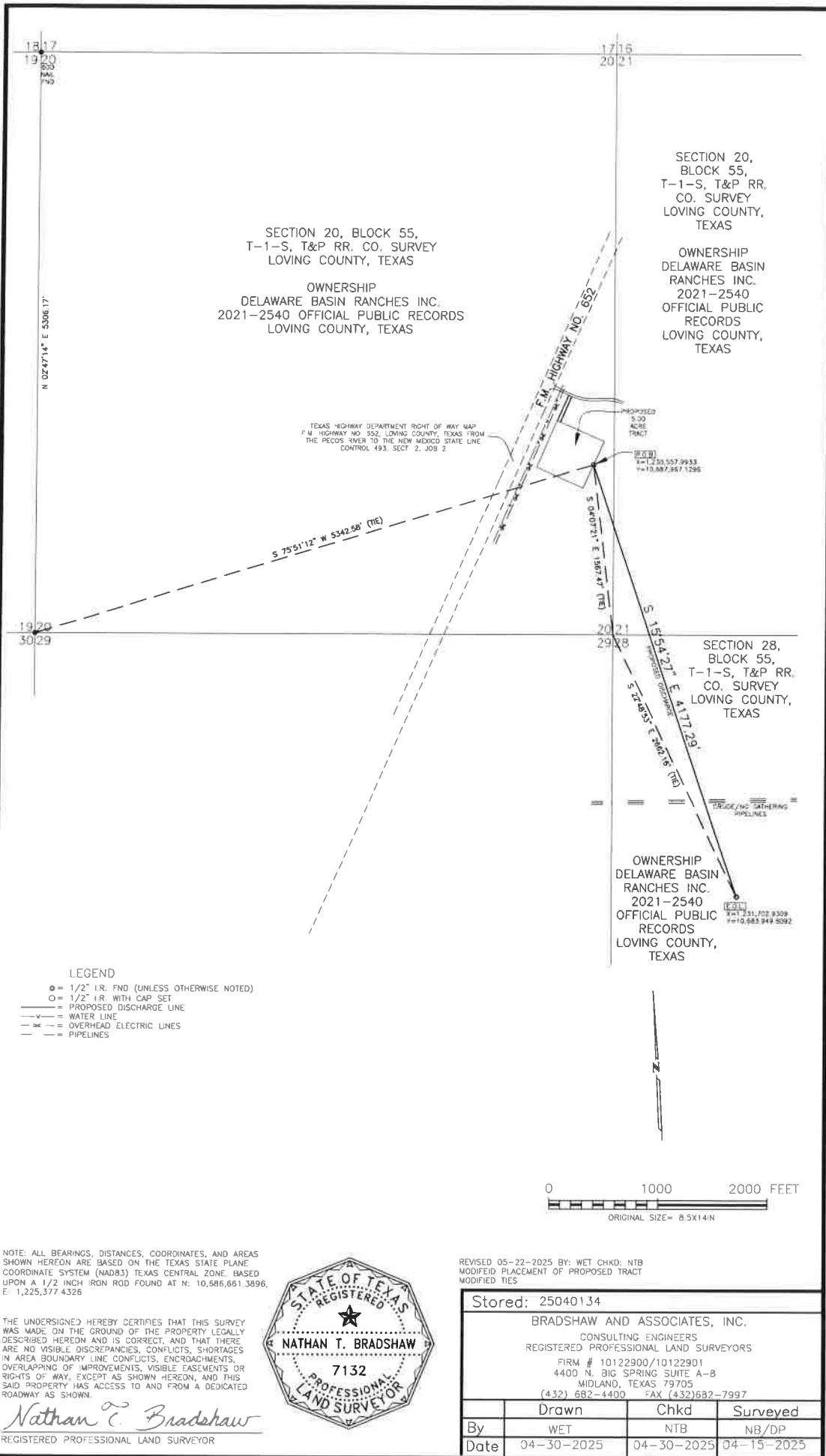


EXHIBIT B

MEMORANDUM

(See attached.)

MEMORANDUM OF PIPELINE EASEMENT

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

STATE OF TEXAS

§

COUNTY OF LOVING

§

KNOW ALL MEN BY THESE PRESENTS THAT:

§

THIS MEMORANDUM OF PIPELINE EASEMENT (this "**Memorandum**") is made and entered into as of June 4, 2025 (the "**Effective Date**") between DBR Land LLC, a Delaware limited liability company ("**Grantor**"), with a mailing address of 5555 San Felipe, Ste. 1200, Houston, Texas 77056, and Paloma LB Loving, LLC, a Texas limited liability company ("**Grantee**"), with a mailing address of 2000 Bering Drive, Suite 401, Houston, Texas 77057.

WITNESSETH:

1. Grantor and Grantee have entered into that certain Pipeline Easement (the "**Agreement**"), dated as of the Effective Date.

2. The Agreement grants Grantee a strip of land thirty feet (30') in width over, upon, through, across, and under the Subject Lands, being more particularly described below and depicted on the **Exhibit A**, attached hereto (the "**Easement**") in order to construct, maintain, operate, repair, replace, abandon and remove one (1) above ground **poly** pipeline four inches (4") in nominal diameter, to be used for the purpose of transporting wastewater, under, across and through the Subject Lands.

Section 20, Block 55 T1S, T&P RR Co Survey, Loving County, Texas

3. This Memorandum is executed for the purposes of placing all parties dealing with the Subject Lands, or with the improvements constructed on said Subject Lands, on notice of the existence of the Agreement and, where appropriate, its contents. The Agreement contains other terms and provisions not herein set forth but incorporated by reference herein for all purposes. This Memorandum is not intended to, nor shall it, alter or amend in any way the terms of the Agreement and, if there is a conflict between this Memorandum and the Agreement, the terms of the Agreement shall control.

4. This Memorandum may be executed by Grantor and Grantee in any number of counterparts, each of which will be deemed an original instrument, but all of which will constitute one and the same instrument.

5. Notices required under the Agreement or this Memorandum shall be directed as follows:

GRANTOR: **DBR Land LLC**
5555 San Felipe, Suite 1200
Houston, Texas 77056

GRANTEE: **Paloma LB Loving, LLC**
2000 Bering Drive, Suite 401
Houston, Texas 77057

[Signature page follows.]



IN WITNESS WHEREOF, we have hereunto set our hands on this Memorandum as of the date of the signatures below, but this agreement shall be effective as of the Effective Date, stated above.

GRANTOR:

DBR Land LLC



Signature: _____

Name: Harrison Bolling

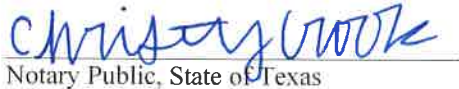
Title: Executive Vice President, General Counsel

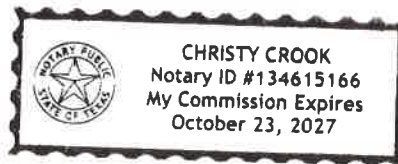
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

§
§

This instrument was executed and acknowledged before me this 4th day of June, 2025, by Harrison Bolling, Executive Vice President, General Counsel of DBR Land LLC, a limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



GRANTEE:

Paloma LB Loving, LLC

Signature: _____



Name: Andrew Plagens

Title: Member

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was executed and acknowledged before me this 4th day of June, 2025, by Andrew Plagens, a Member of Paloma LB Loving, LLC, a Texas limited liability company, on behalf of such limited liability company.



Notary Public, State of Texas

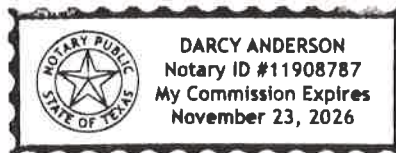


EXHIBIT A

EASEMENT

(See attached.)

I, Mozelle Carr, Clerk of the County Court, in and for said County, do hereby certify that the within instrument in writing, dated 06/04/2025 with its certification of authentication, was filed in my office 07/01/2025 at 11:52 AM and recorded 07/01/2025 in the OFFICIAL PUBLIC RECORDS of Loving County, Texas with Instrument Number 2025-1531. Witness my Hand and Seal of Said Court, at office in Mentone, Texas, on date and year last above written.



Mozelle Carr

MOZELLE CARR, County Clerk
Loving County Texas