

## **SETTLEMENT AGREEMENT**

1. This Agreement is entered into between the **NORTH TEXAS MUNICIPAL WATER DISTRICT, TEXAS** ("NTMWD"), **NEW WEST DEVELOPERS LLC** ("NWD"), and **NEW WEST LAND LLC** ("NWL") for the purpose of resolving those certain claims held by NTMWD against NWD, related to NWD's trespass and removal of vegetation from NTMWD's property located in Fannin County, Texas in or around June 2024. In this Agreement, NTMWD, NWD and NWL are referred to collectively as "the Parties" and individually as a "Party." The effective date of this Agreement (the "Effective Date") is the date last signed by a party below.

2. NWL is the owner of approximately 100 acres in Fannin County ("NWL's Property") adjacent to NTMWD property on the shoreline of Bois d'Arc Lake (the Lake). NTMWD owns fee simple title to the Lake and also owns and holds a Flood and Flowage Easement ("Easement") adjacent to its fee simple property along the Lake shore. NTMWD's Lake property and Easement are referred to collectively as the "NTMWD Property" herein. In or around June 2024, NWD entered onto the NTMWD Property and conducted clearing activities by which trees and vegetation were removed and fill added on and within NTMWD Property without NTMWD's consent (the "Occurrence").

3. NTMWD sustained damages to its property and the Lake which resulted

in erosion, loss of wildlife habitat, and damage to the ecological system of the Lake. In order to restore NTMWD's Property to its condition prior to the trespass, NTMWD was required to hire contractors to perform the restoration work. As a result, NTMWD incurred costs in the amount of \$176,067.00. Additionally, NTMWD has sustained damage for the loss of mature trees and ecological impacts to the Lake and District Property in the minimum amount of \$70,000 (the "Ecological Damages"). The Parties desire to settle and resolve the disputes that have arisen between them regarding NWD's actions described above and the damages that resulted to NTMWD's Property. Simultaneously with the execution of this Agreement, NWD shall pay NTMWD the total sum of \$246,067.00 (the "Settlement Payment") for the cost of remedial actions performed by NTMWD or third parties authorized by NTMWD to protect NTMWD property and the Lake and for the Ecological Damages set forth above.

4. The Settlement Payment shall be paid as follows: (a) One payment of \$123,033.50 due on or before December 31, 2025; (b) one payment of \$61,516.75 due on or before March 31, 2026; and (c) one payment of \$61,516.75 due on or before June 30, 2026. The Settlement Payment obligations shall be memorialized in a promissory note in the form attached hereto as **Exhibit A**, and shall be secured by a deed of trust on real property owned by NWL in the form attached hereto as **Exhibit B**.

5. Further, as a material inducement for entering into this Agreement, NWD agrees to remedy all Texas Commission of Environmental Quality (TCEQ) Storm Water Pollution Prevention Plan (SWPPP) violations set forth in the TCEQ Incident Number 435358 letter referencing Investigation No. 2054166 and to promptly remedy any other SWPPP violations for which NWD receives notice from TCEQ. In addition, NWD shall provide NTMWD with copies of all communications from TCEQ regarding SWPPP violations within seven (7) days of receipt.

6. Further, as an additional material inducement for entering into this Agreement, NWD hereby assumes the responsibility for monitoring and maintaining at the expense erosion control measures currently in place on the NTMWD Property, including revegetation work on an as-needed basis for purposes of such erosion control, through December 31, 2026. Monitoring shall be done on a monthly basis.

7. The Parties acknowledge that as part of its efforts to remediate and restore the NTMWD Property, NTMWD paid for the preparation of the Bois D'Arc Lake Restoration Plan attached hereto as **Exhibit "C"** (the "Restoration Plan"). As of the Effective Date of this Agreement, NTMWD has already performed the work described in Paragraphs 2.0, 2.1 and 2.2 of the Restoration Plan.

8. The Parties further agree that in exchange for the \$70,000 Ecological Damages portion of the Settlement Payment, NWD will provide the erosion control monitoring and maintenance on the NTMWD Property described in Paragraph 5

above. However, NWD shall not be obligated to perform the following work described in the Restoration Plan: (a) the monitoring of the survival of vegetation described in Paragraph 3.0; (b) the monitoring of the survival of native herbaceous species and trees described in Paragraph 3.1; (c) the annual monitoring report regarding the coverage and survival of herbaceous and woody vegetation described in Paragraph 3.2; or (d) the replanting or woody vegetation or reseeding of herbaceous vegetation described in Paragraph 3.3.

9. NWD shall remain liable for fully performing all steps required to remedy TCEQ violations and to perform the monitoring work described in Paragraph 5 above following the execution of this Settlement Agreement. Should NWD fail to perform its obligations under this Settlement Agreement, including the monitoring work described herein, NTMWD shall have the right to enforce the terms of this Settlement Agreement and seek to recover damages for non-performance of NWD's obligations and/or seek specific performance of those obligations.

10. NTMWD has filed with the Fannin County Clerk an Affidavit Concerning New West Land LLC 12408 East C.R. 1396, Honey Grove, Texas (the "Affidavit"). The Affidavit was filed on June 13, 2025, under Instrument Number 2025003486. NTMWD agrees that within ten (10) days of written confirmation from TCEQ that the violations identified in TCEQ Investigation No. 2054166 have

been resolved, that NTMWD will record an affidavit in the form attached to this Agreement as **Exhibit D**.

11. To carry out the monitoring obligation and to repair any erosion control or remediate any erosion, NWD shall have the right to enter onto the restoration area, as defined in the Restoration Plan attached hereto, of NTMWD property on which clearing occurred in 2024. NWD shall not have the right to enter onto any other portion of NTMWD property without NTMWD's prior written consent, which may be provided by email. NTMWD shall have a right to cross NWL's property to inspect the District's Property which shall be memorialized in the easement agreement attached to this Settlement Agreement as **Exhibit E**. NWD shall be responsible for inspecting and monitoring the conditions of the erosion control measures in place on NTMWD's Property on a monthly basis through December 31, 2026 and shall bear the costs of such monitoring to ensure no future damages occur to NTMWD property and the Lake.

12. NWD expressly agrees to refrain and desist from any other clearing of vegetation or disturbing soil on NTMWD Property without the prior written consent of NTMWD. Further, NWD and NWL acknowledge that NWD's obligations to perform the monitoring work are separate and in addition to any requirements under the District's Shoreline Management Plan that would be applicable to future development of NWL's Property. Further, NTMWD's

agreement to allow NWD to perform the Restoration Plan shall not be deemed as a waiver of any requirements that NWL must meet in order to comply with the District's Shoreline Management Plan at such time as NWL begins development of its Property or applies for any permits under the Plan. This Agreement is entered into solely for the purpose of resolving claims arising from NWD's alleged trespass actions set forth above.

13. NWD's obligations under this Settlement Agreement are not assignable without NTMWD's prior written consent.

14. NWD hereby agrees to indemnify, defend, assume all liability for, and hold harmless NTMWD from all actions, claims, suits, penalties, obligations, liabilities, damages, or injuries to persons, and property that may be caused by NWD's action, or negligence related to, arising out of or in otherwise connected to the performance of any activity on NTMWD Property undertaken hereunder, whether such activities or performance thereof is by NWD or anyone directly or indirectly employed, acting on behalf of, or under contract with NWD. Nothing in this indemnity provision shall be read to extend indemnification to NTMWD's gross negligence or willful act. NWD shall require its contractor to maintain insurance with general liability limits in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate along with worker's compensation insurance in the statutory amount required naming NTMWD as an additional insured on the

above policies. NWD shall, in all activities undertaken pursuant to performance or implementation of the Remediation Plan, comply and require its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules and regulations, including all state and federal environmental laws.

15. Except for NWL's and NWD's obligation to perform its obligations under this Settlement Agreement, including NWD's obligation to perform the monitoring work set forth herein, the Parties on behalf of themselves and their successors, heirs, legal and personal representatives, and assigns do hereby release and forever discharge each other, their employees, board members, members, officers, attorneys, insurers, contractors, subcontractors, successors, and assigns, from any and all claims, damages, demands, obligations, losses, causes of action, costs, expenses, attorney's fees and other liability of any nature whatsoever, whether known or unknown, which they have or claim to have against each other and/or their contractors and subcontractors related to, arising from, or in any manner connected to the Occurrence. This Agreement is in compromise of a disputed claim between the Parties and shall not be construed as an admission of liability or wrongdoing by NWD or NWL or as an admission of misconduct, negligence, unlawful act or breach of duty imposed by law or contract.

16. This Agreement, including its exhibits, contains the entire agreement

of the Parties and supersedes all other prior or contemporaneous agreements among or between any of the Parties. No representations were made or relied upon by any of the Parties, other than those expressly set forth herein. No Party or representative of a Party is empowered to alter any of the terms hereof, unless done in writing and signed by the Party.

17. Each Party hereto acknowledges that it has read and understands the effect of this Agreement, has been advised by counsel as to the effect of this Agreement, and executes the Agreement of its own free will and accord for the purposes and considerations set forth. Each Party hereto represents and warrants that it has the authority to enter into this Agreement. Each Party further warrants and represents that the claims, suits, rights, and interests that are the subject matter of this Agreement are owned by the Party asserting same and have not been assigned, transferred or sold.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action for breach of this Agreement or to enforce this agreement shall be brought in the District Court in Fannin County, Texas. Each Party shall pay the reasonable attorneys' fees and expenses incurred by them in this action.

19. The Parties represent and warrant that they have not relied on any promises, statements, omissions or representations that are not expressly set forth



in this Agreement, and that no promises, statements, or representations have been made by a Party or its agents to induce any other Party to enter into this Agreement other than those expressly set forth or referenced in this Agreement. In entering into this Agreement, the Parties have relied solely on the statements, representations, and/or warranties expressly set forth or referenced in this Agreement, their own independent judgment, and the advice of their counsel. The Parties expressly waive and disclaim reliance on any representations by any other Party outside of those made in writing in this Agreement.

20. This Agreement cannot be modified by an oral agreement and can only be modified or amended hereafter by written agreement signed by all Parties.

21. No breach of any provisions of this Agreement can be waived except in writing and signed by the waiving Party. The waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision hereof.

22. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile transmission or by electronic signature shall be as effective as delivery of a manually executed counterpart.

23. If any one or more of the provisions contained in this Agreement shall

for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall, if possible, be construed as if such invalid, illegal, or unenforceable provision had been drafted to be valid, legal, or enforceable.

24. This Agreement is made and entered into subject to the approval of the Agreement by NTMWD Board of Directors. In the event the District's Board does not approve the settlement, this Agreement shall become null and void.

WE FURTHER STATE THAT WE HAVE CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT, AND KNOW THE CONTENTS THEREOF, AND ARE SIGNING SAME AS OUR OWN FREE ACTS.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by:

**NEW WEST LAND LLC**

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

Name: Andrew Robbins

Title: Managing Member

**NEW WEST DEVELOPERS LLC**

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

Name: Andrew Robbins

Title: Managing Member

**STATE OF TEXAS**

§

§

**COLLIN COUNTY**

§

BEFORE ME, the undersigned authority, on this day personally appeared Andrew Robbins in his capacity as Managing Member for New West Land LLC and New West Developers LLC, who stated that he has read the above and foregoing Settlement Agreement and Release, and that he has executed it on behalf of **NEW WEST LAND, LLC** and **NEW WEST DEVELOPERS LLC** for the consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

My Commission Expires:

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

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

Name: Jennafer P. Covington

Title: Executive Director

**STATE OF TEXAS**

§

§

**COUNTY OF \_\_\_\_\_**

§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, for and on behalf of **NORTH TEXAS MUNICIPAL WATER DISTRICT**, who, being by me first duly sworn, upon oath stated that he/she has read the above and foregoing Settlement Agreement and Release, and that he/she has executed the same on behalf of the North Texas Municipal Water District for the consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

My Commission Expires:

**Placeholder for EXHIBIT A**  
**Promissory Note**

DRAFT

**Placeholder for Exhibit B**  
**Deed of Trust on Real**  
**Property**

DRAFT

**Placeholder for Exhibit C**  
**Restoration Plan**

DRAFT

# **BOIS D'ARC LAKE RESTORATION PLAN**

Prepared for:

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

January 2025

Prepared by:

**FREESE AND NICHOLS, INC.**  
801 Cherry Street, Suite 2800  
Fort Worth, Texas 76102  
817-735-7300



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## 1.0 INTRODUCTION

In October 2024, the North Texas Municipal Water District (NTMWD) contacted Freese and Nichols, Inc. (FNI) to assist with the development of a restoration plan in response to land clearing activities conducted by New West Developers, LLC on lands owned by NTMWD adjacent to Bois d’Arc Lake. The intention of this restoration plan is to identify the steps that could be taken to return the cleared area back to comparable pre-disturbance conditions by restoring native vegetation, stabilizing the exposed soils, and reducing erosion adjacent to the shoreline of Bois d’Arc Lake in the long-term.

### 1.1 BACKGROUND

The NTMWD owns and operates Bois d’Arc Lake located northeast of the City of Bonham, Fannin County, Texas (**Figure 1; Appendix A**). Bois d’Arc Lake is an approximately 16,600-acre reservoir with a conservation pool elevation of 534 ft. above mean sea level (msl). During the property acquisition process associated with the development of the reservoir, NTMWD purchased land fee-simple up to elevation 541 ft. msl., which corresponds to the 100-year flood elevation for the reservoir and acquired a flood easement on lands around the reservoir up to elevation 545 ft. msl. (**Figure 2; Appendix A**).

In June 2024, NTMWD Lake Operations staff observed an area (approximately 3.1 acres) along the south shoreline of the reservoir that had been cleared of trees and other vegetation located on NTMWD fee-owned land (**Figure 2; Appendix A**). Upon further investigation, NTMWD determined that the clearing activities were performed by an adjacent property owner, New West Developers, LLC, that owns approximately 100 acres adjacent to the NTMWD property that was also being cleared at the same time. The clearing of vegetation on NTMWD property occurred during clearing operations being carried out by New West Developers as part of a residential development project that is currently being constructed. No authorizations or permissions were given to New West Developers for the clearing of vegetation on NTMWD property.

In October 2024, NTMWD contacted FNI to assist in the development of a short-term site stabilization plan and long-term restoration plan for the cleared area. The short-term site stabilization plan was needed as a result of the site being denuded of vegetation which increased the vulnerability of the site to erosion. Recommendations from the short-term site stabilization plan were intended to stabilize the site until the long-term restoration plan can be implemented.

On October 28, 2024, FNI environmental scientists and NTMWD staff conducted a pedestrian survey of the area that had been cleared to evaluate existing conditions of the site, identify areas of erosional concern, and discuss temporary and long-term stabilization options. The observations made from the pedestrian survey along with recommended restoration actions are provided below.

## 1.2 SITE DESCRIPTION

The project site is located north and northeast of east FM 1396 north of Honey Grove, Fannin County, Texas within the Bois D’Arc Creek watershed (USGS Hydrologic Unit Code (HUC) 1114010105) (**Figure 2 Appendix A**). The approximate center coordinates of the disturbed area are Latitude: 33.6769 °N and Longitude -95.9726 °W (World Geodetic System (WGS) 1984) Coordinates).

### 1.2.1 Vegetation

As of the site inspection conducted October 28, 2024, NTMWD’s property had been clear cut with almost all vegetation removed (**Photos 1 through 3; Appendix B**). Patchy areas of post-clearing revegetation, primarily musk melon (*Cucumis melo*) and prairie tea (*Croton monanthogynus*), were observed along with early regrowth of the previously cleared woody vegetation. At the time of the site inspection, the existing vegetation did not appear to be sufficient for stabilizing the soil, nor was it representative of the vegetation that was present prior to the clearing activities (**Photo 4; Appendix B**).

In order to assess the type of vegetation that was likely present on NTMWD property prior to the clearing activities, observations were made within adjacent wooded areas that are also owned by NTMWD (**Photos 5 & 6; Appendix B**). Dominant trees observed included post oak (*Quercus stellata*), shagbark hickory (*Carya ovata*), chinkapin oak (*Quercus muehlenbergii*), cedar elm (*Ulmus crassifolia*), sugarberry (*Celtis laevigata*), Shumard oak (*Quercus shumardii*), and black hickory (*Carya texana*). Lesser numbers of blackjack oak (*Quercus marilandica*), eastern red cedar (*Juniperus virginiana*), green ash (*Fraxinus pennsylvanica*), water oak (*Quercus nigra*), and western soapberry (*Sapindus saponaria*) were also observed. Shrub species observed included primarily coralberry (*Symphoricarpos orbiculatus*) with lesser amounts of Mexican plum (*Prunus mexicana*). Herbaceous species that were noted included inland sea oats (*Chasmanthium latifolium*), Heliotrope (*Heliotropium* sp.), and Virginia wildrye (*Elymus virginicus*).

### 1.2.2 Soils

As previously described, at the time the pedestrian survey was conducted, NTMWD’s property had been clear cut leaving the soils exposed at the surface with very little vegetative cover. According to the USDA

NRCS Web Soil Survey (USDA, 2024), the soil map unit within the area that was cleared is *Ellis Clay, 5 to 12 percent slopes, eroded* (**Figure 3; Appendix A**). This soil type is classified in the very high runoff class. In addition, this soil type has a “moderate” rating for erosion hazard indicating that some erosion is likely and that erosion control measures may be needed in areas where 50 to 75 percent of the surface has been exposed by logging, grazing, mining, or other kinds of disturbance (USDA, 2025). This description coincides with observations made during the pedestrian survey, as areas of erosion were observed throughout the area that was cleared. It also confirms that vegetation restoration is needed to stabilize the site to protect against future erosion.

### 1.2.3 Topography

In general, the cleared area on NTMWD property is slightly to moderately sloped, and as the soil map unit indicates, slopes typically range between five and 12 percent. On the northern end of the cleared area, the site is downwardly sloped from south to north with the remainder of the site sloping from west to east (**Figure 4; Appendix A**). Due to the slope of the site, exposed soil conditions, and construction activities occurring uphill of the cleared area, there is an increase in runoff potential resulting in potential erosion issues. Any runoff generated from precipitation events would flow directly into Bois d’Arc Lake.

### 1.2.4 Existing Erosion Control Measures

At the time of the site visit, sediment control fencing was observed along what appeared to be the property line between NTMWD and New West Developers that had been installed by the developer. The sediment control fencing was not trenched into the ground properly and several gaps in the fence were observed. In addition, sediment trapped behind the fencing was observed at approximately 50% of the above ground height of the fence and erosion was observed undercutting the fencing throughout the site (**Photos 7 through 10; Appendix B**). In response, NTMWD plans to implement the Bois d’Arc Lake Temporary Erosion Control and Stabilization Plan, which includes implementation of the following:

- Sediment control fencing following or adjacent to the 534 and 541 ft. msl elevation contours;
- Erosion control blankets between the 534 and 541 ft. msl elevation contours;
- Multiple rock filter dams in areas of concentrated water flow at heights ranging between nine and thirty-six inches, or turbidity curtains at the base of natural drainage features or gullies.

### 1.3 OBJECTIVES

The objective is to provide NTMWD with a long-term restoration plan that will stabilize the cleared area, restore the cleared area back to comparable pre-disturbance conditions, reduce erosion, and protect the water quality of Bois D’Arc Lake. Stabilization of the site will minimize erosion and reduce excessive sediment runoff into the lake. Restoration of native herbaceous and woody vegetation will provide terrestrial habitat for wildlife and provide a vegetated buffer to reduce shoreline erosion from wave action.

## 2.0 RESTORATION WORK PLAN

Following the winter of 2024, the disturbed area is expected to have established little to no vegetation while stabilized by the erosion control blankets. Erosion control blankets, if utilized as part of the short-term site stabilization plan, need to be removed prior to implementation of the long-term restoration plan. Sediment control fencing, rock filter dams, and turbidity curtains may remain in place during the implementation of the restoration plan. The restoration work plan will consist of a combined strategy of re-establishing woody and herbaceous vegetation across the disturbed area with native species selected from the Bois d’Arc Lake Shoreline Management Plan (NTMWD, 2023). It is FNI’s understanding that NTMWD will hire a third-party contractor responsible for the installation, monitoring, and maintenance of the suggested restoration actions.

### 2.1 HERBACEOUS SPECIES RESTORATION

A native grass seed mix containing species from the Bois d’Arc Lake Shoreline Management Plan should be distributed uniformly across the cleared area between the 541 and 534 ft. msl contours (**Figure 5; Appendix A**). The seed mix chosen for establishment within the cleared area should focus on species tolerant of full sun and a variety of soil moistures, as well as those utilized for erosion control to protect the site during runoff events. Species recommended for inclusion within the mix include: big bluestem (*Andropogon gerardii*), buffalograss (*Buchloe dactyloides*), eastern gama grass (*Tripsacum dactyloides*), Indian grass (*Sorghastrum nutans*), little bluestem (*Schizachyrium scoparium*), plains bristlegrass (*Setaria vulpiseta*), prairie wildrye (*Elymus canadensis*), and Virginia wildrye (*Elymus virginicus*). Seeding should occur across the disturbed area during the last month of Spring (May 20 to June 20, 2025). Seed should be spread at a rate per acre based on the seed source supplier’s recommendations. Prior to seeding, bare soil should be exposed with minimal disturbance throughout the site to maximize native grass

germination. Herbaceous species should be planted to achieve a target coverage rate of 70% across the site.

## 2.2 WOODY SPECIES RESTORATION

Within the cleared area between the 541 and 534 ft. msl contours, bare root seedlings of woody tree species both observed within the adjacent NTWMD property and listed as large shade trees and medium sized trees within the Bois d’Arc Lake Shoreline Management Plan should be planted at a rate of 435-500 trees per acre (**Figure 5; Appendix A**). Seedlings should be hand-planted at a distance of approximately nine to ten feet on-center to attain the target planting rate. Seedlings should not be planted directly in drainage features and waterbodies, including the location of rock filter dams if utilized as part of the erosion control and stabilization plan, to avoid loss of plantings from inundation or erosion (**Photos 11 & 12; Appendix B**). The target survival rate for tree seedlings is approximately 40% to attain a target tree density coverage of approximately 200 trees per acre after three years. Diversity of woody species planted should aim to achieve a minimum of five species per acre. Planting should occur during the winter of 2026 when tree seedlings are dormant at the time of planting.

Tree species recommended for planting within the cleared area include: black hickory, cedar elm, Chinkapin oak, green ash, post oak, Shumard oak, sugarberry, and water oak. Seedlings of each species should be uniformly planted across the cleared area. This species list includes a mixture of upland species representative of the surrounding forested areas, as well as more hydrophytic species that are more tolerant to short periods of inundation that could be experienced near the lake during periods of high water. It is anticipated that native understory shrub species, such as coralberry, will re-establish within the cleared area from the existing seed bank or from adjacent NTMWD-owned forested areas following establishment of the native trees. The establishment of woody vegetation within the cleared area will help to protect the shoreline in this location from erosive wave action during storm events up to the 100-year floodplain elevation of 541 ft. msl elevation, as well as provide habitat for wildlife along and near the lakeshore.

## 3.0 MONITORING PLAN

Following implementation of the short-term site stabilization plan during the Spring 2025 season, the site should be periodically monitored to track the success of the planted vegetation over time.

### **3.1 MONITORING ACTIONS**

The site should be visually assessed for the survival of native herbaceous species monthly until planting efforts for woody species begins during the winter of 2026. The purpose of these initial assessments would be to visually determine if planted native grass species have germinated and begun to establish across the site. Following planting of woody species, the site should be visually monitored quarterly and data collection concerning herbaceous species coverage, tree survival, and diversity should be conducted biannually (i.e., once in the spring and once in the late summer/fall). During biannual monitoring events, approximately six (two per acre) circular, one tenth (0.1) acre monitoring plots should be sampled across the site to estimate herbaceous coverage, tree survival, and species diversity of woody vegetation. Monitoring of herbaceous and woody vegetation should be conducted for three years following the planting of woody seedlings at the site to ensure long-term survival of the restored site.

### **3.2 MONITORING REPORT**

A monitoring report should be produced annually following planting of the woody vegetation to track progress toward meeting restoration goals. The monitoring report should discuss the survival and diversity of vegetation at the site during the applicable year. If the mitigation report reveals that the site is not meeting the target 70% coverage rate of herbaceous vegetation, the survival rate of woody vegetation is less than 200 trees per acre, or the diversity of woody vegetation is less than five species, remedial actions should be undertaken.

### **3.3 REMEDIAL ACTIONS**

Based on the results of monitoring efforts replanting of woody vegetation and/or reseeding of herbaceous vegetation may be required. Spot application of the native grass seed mix utilized during initial planting efforts should be implemented in areas where greater than 30% of the site consists of bare ground. If the monitoring efforts reveal that woody vegetation survival is less than approximately 40%, or less than 200 trees per acre, spot planting of native seedlings of the recommended species should be conducted. Similarly, if the monitoring efforts reveal that there are less than five tree species per acre across the restoration area, supplemental planting is recommended to attain this diversity goal. It is recommended that the responsible third-party contractor record all remedial actions conducted. Additionally, it is recommended that NTMWD and the responsible third-party contractor record any actions conducted by New West Developers within the vicinity of the restored area which may affect the integrity of the site.

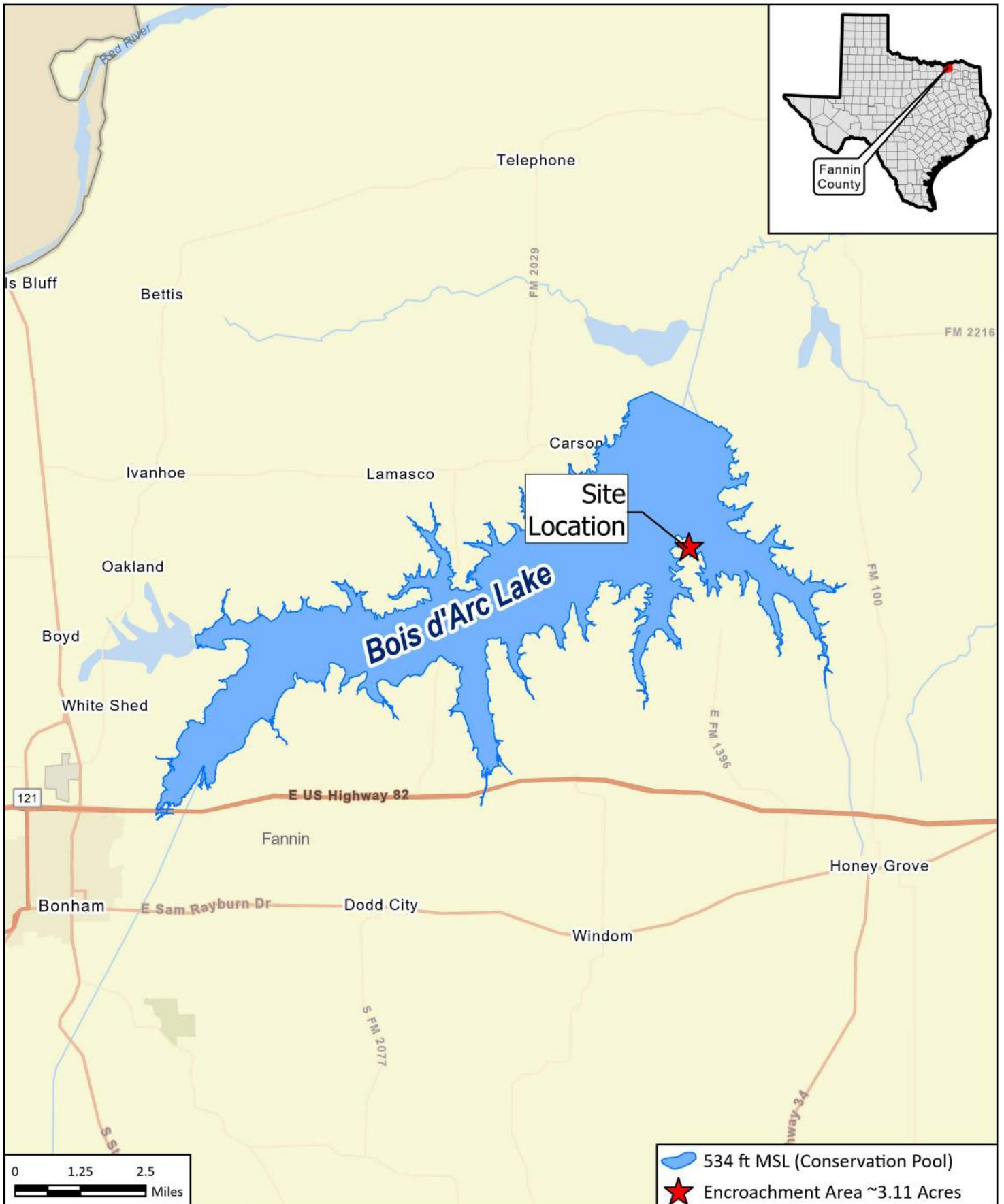
## **4.0 REFERENCES**

USDA, Natural Resources Conservation Service (NRCS). 2025. Web Soil Survey.  
<https://websoilsurvey.nrcs.usda.gov/>. Accessed on January 13, 2025.



## **APPENDIX A**

### **Figures**



**FRESE AND NICHOLS, INC.**  
 801 Cherry Street, Suite 2800  
 Fort Worth, TX 76102  
 Phone - (817) 735 - 7300

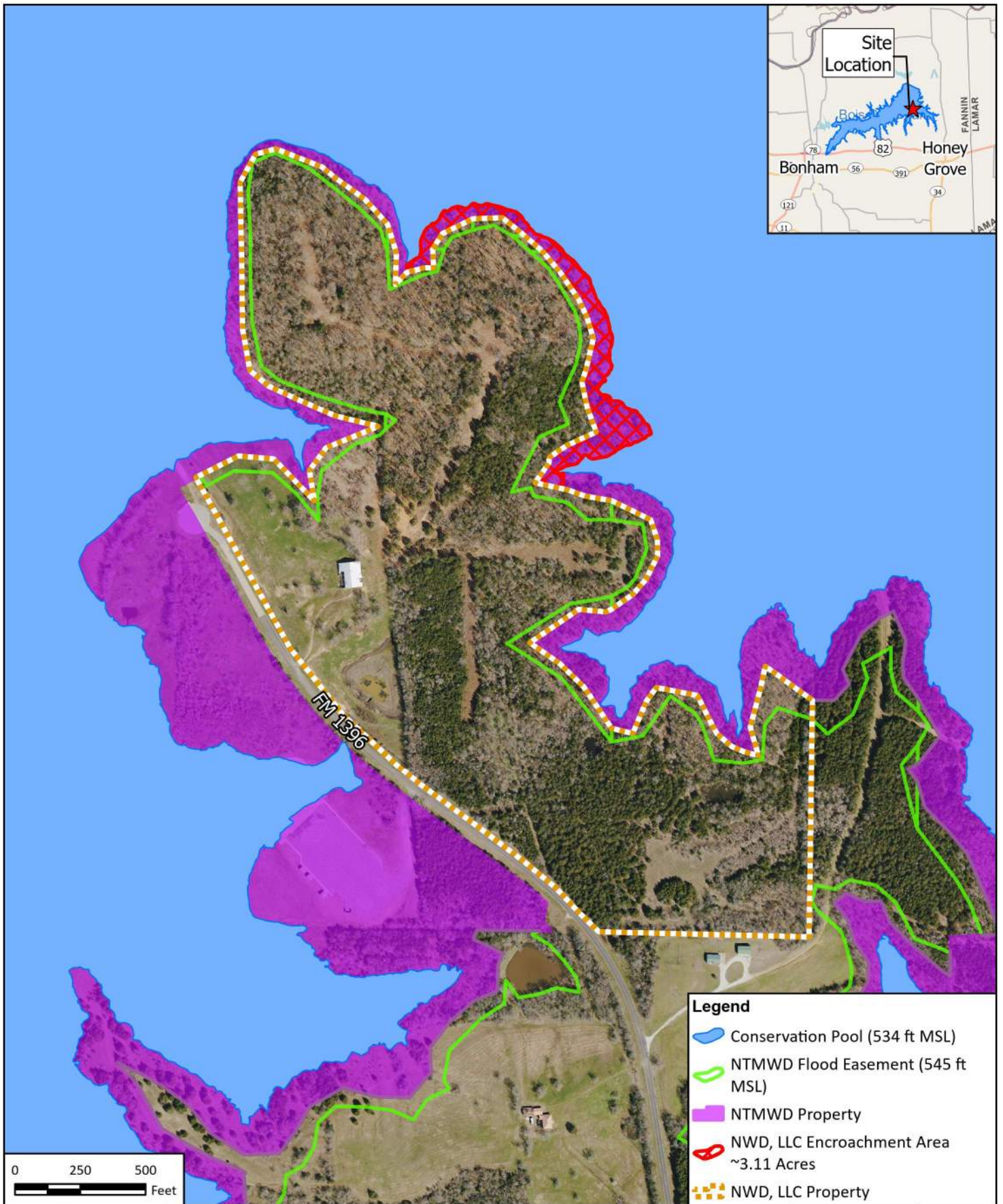


NORTH TEXAS MUNICIPAL WATER DISTRICT  
 BOIS D'ARC LAKE RESTORATION PLAN

# Vicinity Map

FN JOB NO	NTD15291
FILE NAME	1_Vicinity_8x11
DATE	1/14/2025
SCALE	1:158,400
DESIGNED	HHM
DRAFTED	HHM

**1**  
**FIGURE**



<p><b>FREES AND NICHOLS, INC.</b> 801 Cherry Street, Suite 2800 Fort Worth, TX 76102 Phone - (817) 735 - 7300</p>		<p>NORTH TEXAS MUNICIPAL WATER DISTRICT BOIS D'ARC LAKE RESTORATION PLAN</p>		<p><b>2</b></p> <p><b>FIGURE</b></p>
		<p><b>Bois D'Arc Lake Restoration Plan</b></p>		
		<p>FN JOB NO</p>	<p>NTD15291</p>	
		<p>FILE NAME</p>	<p>2_Ownership_8x11</p>	
		<p>DATE</p>	<p>1/14/2025</p>	
		<p>SCALE</p>	<p>1:6,000</p>	
		<p>DESIGNED</p>	<p>HHM</p>	
		<p>DRAFTED</p>	<p>HHM</p>	



**Tc - Tinn clay, 0 to 1 percent slopes, occasionally flooded**

**Fr - Frioton silty clay loam, occasionally flooded**

**EsD2 - Ellis clay, 5 to 12 percent slopes, eroded**

**NoB - Normangee clay loam, 1 to 3 percent slopes**

FM 1396

#### Legend

-  NWD, LLC Property
-  Encroachment Area ~3.11 Acres
-  Conservation Pool (534 ft MSL)
-  NRCS Soils

0 250 500  
Feet

**FREESE AND NICHOLS, INC.**  
801 Cherry Street, Suite 2800  
Fort Worth, TX 76102  
Phone - (817) 735 - 7300



**NORTH TEXAS MUNICIPAL WATER DISTRICT  
BOIS D'ARC LAKE RESTORATION PLAN**

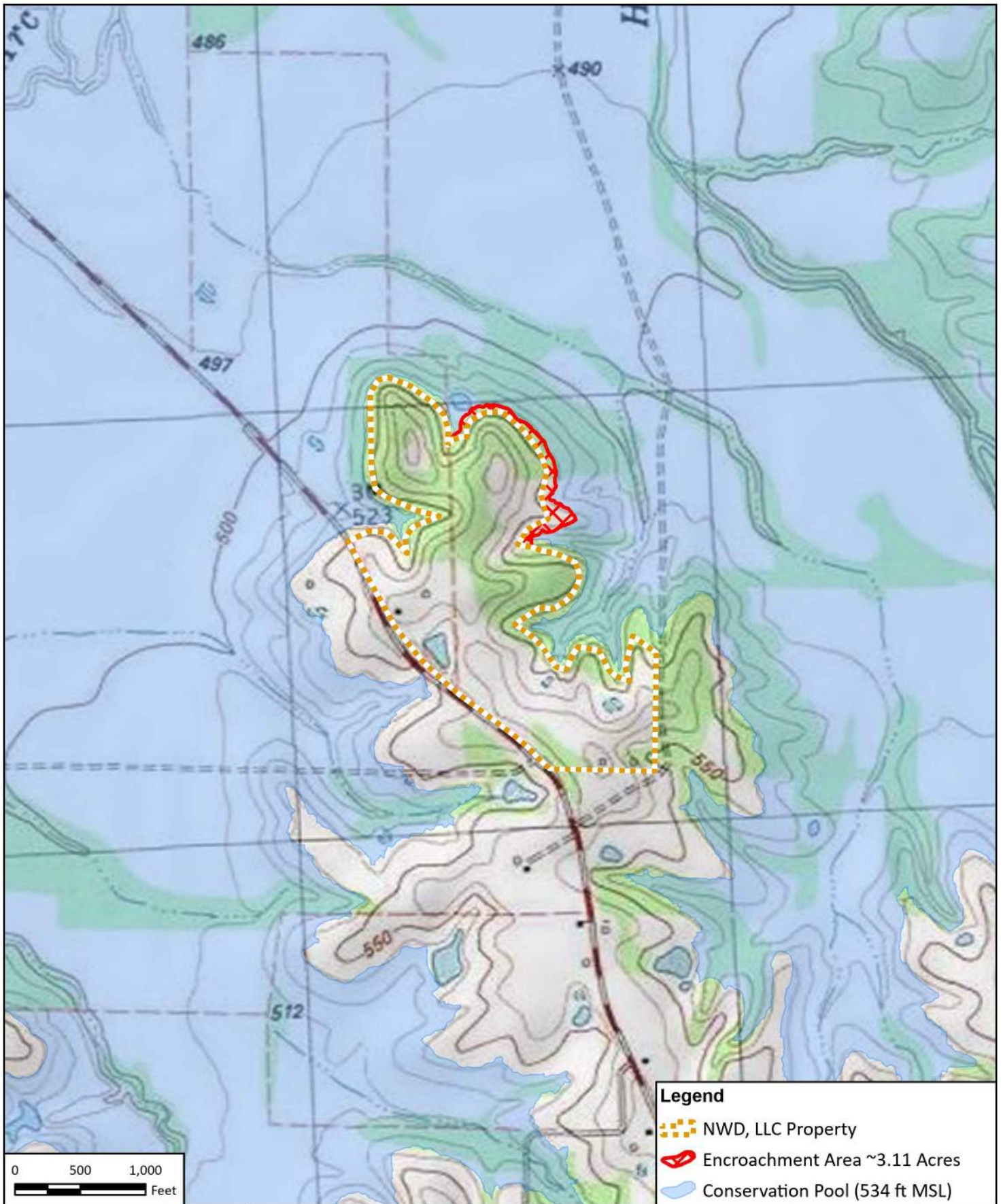
## NRCS Soils Map

FN JOB NO	NTD15291
FILE NAME	3_Soils
DATE	1/14/2025
SCALE	1:6,000
DESIGNED	HHM
DRAFTED	HHM

**3**

**FIGURE**





#### Legend

- - - NWD, LLC Property
- - - Encroachment Area ~3.11 Acres
- - - Conservation Pool (534 ft MSL)

**FRESE AND NICHOLS, INC.**  
 801 Cherry Street, Suite 2800  
 Fort Worth, TX 76102  
 Phone - (817) 735 - 7300



NORTH TEXAS MUNICIPAL WATER DISTRICT  
 BOIS D'ARC LAKE RESTORATION PLAN

**USGS Topographic Map**

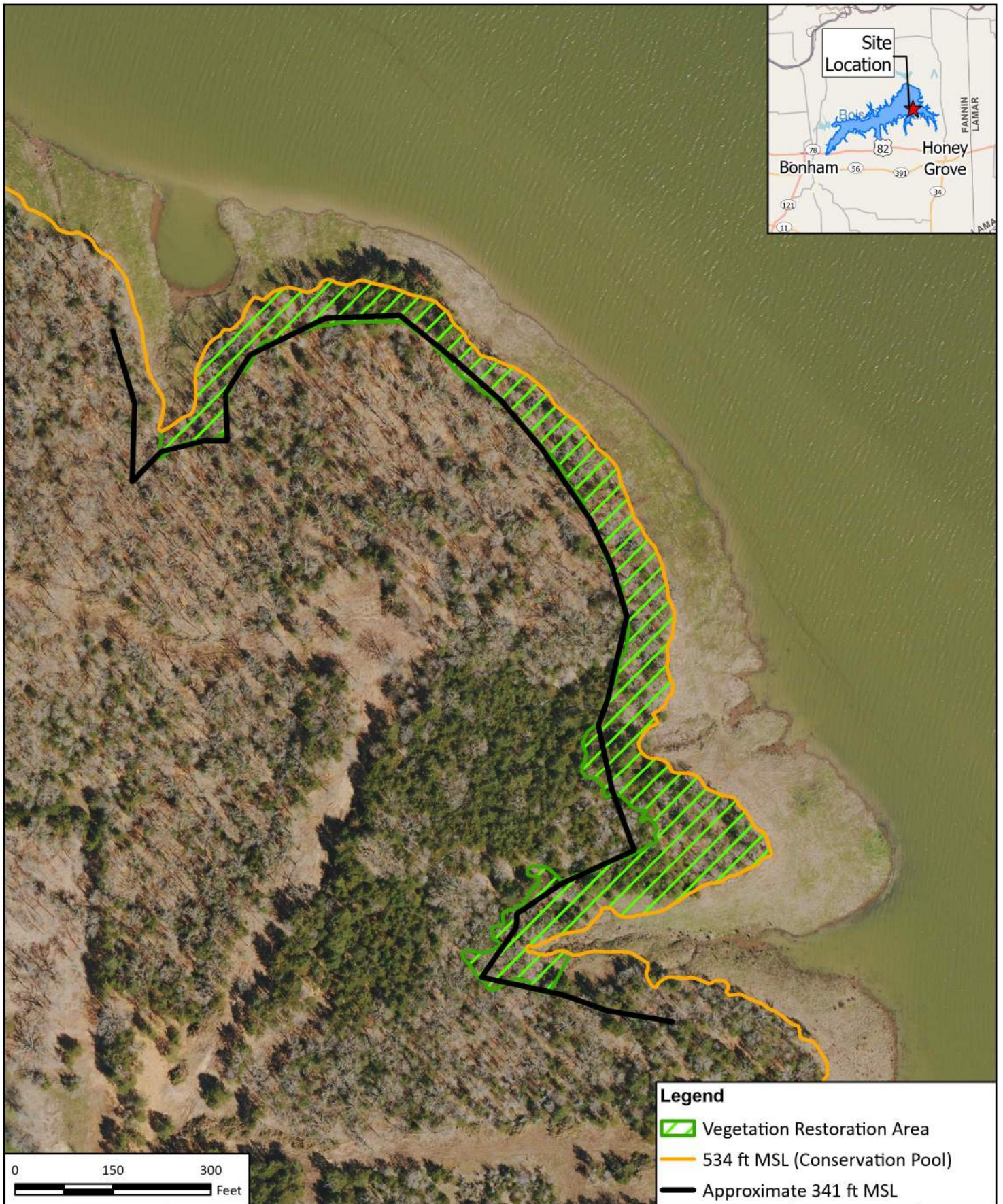
Quad Name: Selfs

FN JOB NO	NTD15291
FILE NAME	4_Topo
DATE	1/14/2025
SCALE	1:12,000
DESIGNED	HMM
DRAFTED	HMM

**4**

**FIGURE**





<b>Legend</b>	
	Vegetation Restoration Area
	534 ft MSL (Conservation Pool)
	Approximate 341 ft MSL

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NORTH TEXAS MUNICIPAL WATER DISTRICT  
 BOIS D'ARC LAKE RESTORATION PLAN

# Restoration Plan

FN JOB NO	NTD15291
FILE NAME	5_Erosion_8x11
DATE	1/14/2025
SCALE	1:2,400
DESIGNED	HHM
DRAFTED	HHM

**5**

**FIGURE**

**APPENDIX B**  
**Site Visit Photographs**





**Photo 1:** Overview of the northern portion of the cleared site.



**Photo 2:** Overview of the central portion of the cleared site.



**Photo 3:** Overview of the southern portion of the cleared site.



**Photo 4:** Undercutting of the developer's sediment control fencing and rill erosion.





**Photo 5:** Forested segment of NTMWD property north of the cleared site.



**Photo 6:** Forested segment of NTMWD property south of the cleared site.



**Photo 7:** Developer sediment control fencing does not appear to be trenched in.



**Photo 8:** Sediment at 50% capacity of the developer sediment control fencing.





**Photo 9:** Sediment undercutting developer sediment control fencing.



**Photo 10:** Developer sediment control fencing requiring maintenance.



**Photo 11:** Drainage channel on northwestern side of the cleared site.



**Photo 12:** Drainage channel with observed sediment on the eastern side of the cleared site.



Brooke T. Paup, *Chairwoman*  
Bobby Janecka, *Commissioner*  
Catarina R. Gonzales, *Commissioner*  
Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 9, 2025

Mr. Jason Stroup  
North Texas Municipal Water District  
4989 FM 897,  
Dodd City, TX 75438

Re: Investigation Request at:  
Belle Vie Village, 12408 East County Road 1396, Honey Grove, Fannin County, Texas  
Regulated Entity No.: RN111958179, TCEQ ID No.: TXR1513QP  
Investigation No.: 2054166  
Incident No.: 435358

Dear Mr. Stroup:

The Texas Commission on Environmental Quality (TCEQ) Dallas Fort Worth (DFW) Region Office has completed a final investigation in response to your concern regarding the construction at the above-referenced facility. Enclosed is a copy of the investigation report.

For more information about our complaint process, you may access the publication GI-278: Do You Want to Make an Environmental Complaint? Do You Have Information or Evidence? on our website at [www.tceq.texas.gov](http://www.tceq.texas.gov).

We appreciate your concern in bringing this matter to our attention. If we can be of further assistance, please contact Mr. Michael Sessions in the DFW Region Office at [Michael.sessions@tceq.texas.gov](mailto:Michael.sessions@tceq.texas.gov) or at (817) 588-5800.

Sincerely,

*Brent Candler*

Brent Candler, Section Manager  
Water Section  
DFW Region Office  
Texas Commission on Environmental Quality

BC/ms

Enclosure: Investigation Report 2054166 (without attachments)

Cc: Mr. Jason Stroup, email: [jstroup@ntmwd.com](mailto:jstroup@ntmwd.com)

STW CGP\_TXR1513QP\_PA\_20250227\_Permits  
**Texas Commission on Environmental Quality**  
**Investigation Report**

The TCEQ is committed to accessibility. If you need assistance in accessing this document, please contact oce@tceq.texas.gov

**Customer: New West Developers LLC**  
**Customer Number: CN606254159**

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**Regulated Entity Name: BELLE VIE VILLAGE**  
**Regulated Entity Number: RN111958179**

**Investigation #** 2054166

**Incident Numbers**  
435358

**Investigator:** MICHAEL SESSIONS

**Site Classification** CONSTRUCTION GENERAL  
PERMIT FOR STORMWATER

**Supervisor:** Brent Candler

**Approved Date:** 04-25-2025

**Conducted:** 02/27/2025 -- 02/27/2025

**SIC Code:** 1542  
**NAIC Code:** 2362

**Program(s):** STORMWATER

**Investigation Type:** Compliance Investigation

**Location:**

**Additional ID(s)** TXR1513QP

**Address:** 12408 EAST COUNTY ROAD 1396,  
HONEY GROVE, TX , 75466

**Local Unit:** REGION 04 - DFW METROPLEX  
**Activity Type(s)** SWCMPL - SW Complaint  
SWCCICGP - SW CCI Construction  
General Permit

**Principal(s):**

Role	Name
RESPONDENT	NEW WEST DEVELOPERS LLC

**Contact(s):**

Role	Title	Name	Phone
PARTICIPATED IN	ATTORNEY	James Creswe	Phone (214) 394-2856
PARTICIPATED IN	ATTORNEY	Robert Wood	Phone (214) 891-7581
PARTICIPATED IN	ATTORNEY	Marguerite Broussard	
REGULATED ENTITY CONTACT	PRESIDENT/MANAGI NG MEMBER	JOSHUA ECKEL	Phone (469) 544-0606



**Other Staff Member(s):**

<b>Role</b>	<b>Name</b>
Investigator	TYLER STRAWN
Supervisor	BRENT CANDLER
QA Reviewer	BRENT CANDLER

**Associated Check List**

<b><u>Checklist Name</u></b>	<b><u>Unit Name</u></b>
STORMWATER CGP CCI - REVISED ON 4/1	CCI
WQ COMPLAINT INVESTIGATION	CMPL

**Investigation Comments:****INTRODUCTION**

On February 27, 2025, investigators Mr. Tyler Strawn and Mr. Michael Sessions conducted a Construction General Permit (CGP) Comprehensive Compliance Investigation (CCI) in response to a complaint (Incident No. 435358) submitted to the Texas Commission on Environmental Quality (TCEQ) DFW Region on January 29, 2025. The complaint alleged that the operator, New West Developers LLC, has failed to implement their Stormwater Pollution Prevention Plan (SWPPP), stormwater controls, and the controls that are installed have not been maintained. The investigators were able to substantiate the complaint. Since the investigation was in response to a complaint, the entity was not notified of the pending investigation prior to the investigator's arrival. During the investigation Mr. Strawn was able to call Mr. Joshua Eckel (President/Managing Member of New West Developers LLC) and notify him of the complaint investigation.

The investigators noted violations, and an Exit Interview Form (EIF) was provided to Mr. Eckel on February 27, 2025, via email (from Mr. Strawn). On April 22, 2025, an updated EIF was provided to Mr. Eckel, Mr. James Crewse (Attorney, Crewse Law Firm), Ms. Marguerite Broussard (Attorney, Wood Edwards LLP), and Mr. Robert Wood (Attorney, Wood Edwards LLP).

On May 2, 2025, a Notice of Violation (NOV) will be sent to Mr. Eckel.

On May 9, 2025, a letter and a copy of the investigation will be sent to the complainant.

**GENERAL FACILITY AND PROCESS INFORMATION**

The site, located at the coordinates (33.673205, -95.972151) is approximately 20 acres of disturbed area (see attached aerials/maps). The area was graded, and construction is underway for a mixed-use site. Permit coverage was obtained April 18, 2024, via Permit TXR1513QP (see attached permit summary). Stormwater Generated from this site eventually flows into the Red River Basin Via Bois D' Arc Creek/Lake (Segment 0202).

**BACKGROUND**

No previous TCEQ investigations have been conducted at this property for this operator.

**ADDITIONAL INFORMATION**

On February 27, 2025, the investigators arrived at the site at approximately 10:30 am. The investigators did not observe a stabilized construction entrance or a construction site notice. The investigators noted that construction activity had occurred at the site and the primary portion of the site was out of sight but sounds of machinery could be heard in the distance. Additionally, the gate was open at the time of the site visit (see attached photos). The investigators entered the property and were able to meet with a septic pumper that was servicing the porta potty that was on-site. He was unable to provide any contact information for the current operator. The investigators continued along the northern portion of the construction area and noted several locations that were missing stormwater controls and signs of sediment were leaving the area and accumulating near the edge of the lake (see the attached photos and aerials). While walking near the northeast portion of the disturbed area the investigators noted a small front-end loader, and some newly installed silt fence, and large rocks installed in a gully leading to the lake. The investigators were able to later identify the personnel at the site as subcontractors hired by North Texas Municipal Water District (NTMWD).



to install controls between the operator and the lake due to the few failing controls the operator had previously installed. NTMWD was having the subcontractors install two rows of silt fence and grass seed within the easement they have along Bois D' Arc Lake

The investigators continued around the site from the northeast to the southeast and then back towards the entrance where the truck was left. During that time, the investigators noted multiple portions of the operator's silt fence failing, collapsed, and or full of sediment. Furthermore, the investigators observed several buckets of waste material (possibly hydraulic fluid), piles of dried concrete, and an area where trash was buried on-site. Mr. Strawn had left a card on the small front-end loader that was noted in the photos. The investigators left the site at approximately noon.

Later that day, Mr. Strawn emailed an EIF to Mr. Eckel. The EIF identified the items noted during the site visit and he requested a copy of the site SWPPP. The initial four violations noted in the EIF are below:

- Failure to post a large construction site notice.
- Failure to design, install, and maintain effective erosion and sediment controls.
- Failure to remove offsite accumulated sediment.
- Failure to minimize the exposure of building materials, building products, construction waste, and trash.

On April 7, 2025, Mr. Sessions emailed Mr. Crewse and Mr. Eckel and notified them that the primary investigator for this site changed, and Mr. Sessions was now the primary investigator. Later that day Mr. Crewse forwarded a response and their SWPPP. A review of the SWPPP was conducted by Mr. Sessions.

On April 22, 2025, an updated EIF was submitted to Mr. Crewse and Mr. Eckel as additional violations were noted during the review of the SWPPP. Later that day, Mr. Crewse replied and indicated that other attorneys could be involved due to some personal items. Ms. Broussard and Mr. Wood were copied on the email from Mr. Crewse. The additional two violations noted during the SWPPP review are noted below:

- Failure to identify all controls and identify all areas in close proximity to surface waters.
- Failure to conduct and or document stormwater inspections.

The alleged complaint at the site was substantiated during the course of the investigation.

**NOV Date**    05/02/2025    **Method**    WRITTEN  
**OUTSTANDING ALLEGED VIOLATION(S)**  
**ASSOCIATED TO A NOTICE OF VIOLATION**

**Track Number:** 916327    **Compliance Due Date:** 06/02/2025  
**Violation Start Date:** 2/27/2025

**30 TAC Chapter 281.25(a)(4)**

**PERMIT TXR1513QP, TXR1513QP, Part III, Sec. D(2)**

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

**Alleged Violation:**

**Investigation number:** 2054166    **Comment Date:** 4/25/2025

Failure to post a large construction site notice containing all required information on site in a location where it is readily available for viewing [30 TAC 281.25(a)(4), TXR150000 Part III, Section D(2)]. During the investigation, the site lacked a large construction site notice, and none could be documented near the site entrance.

**Recommended Corrective Action:** The operator should post the site notice including permit number, Stormwater Pollution Prevention Plan (SWPPP) location, and site contact information at a readily visible location. Corrective action documentation (photo of the posted site notice) should be provided to the TCEQ DFW Regional Office.

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Track Number: 916332

Compliance Due Date: 06/02/2025

Violation Start Date: 2/27/2025

**30 TAC Chapter 281.25(a)(4)**

**PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(1)(g)(iv)**

A detailed site map (or maps) indicating the following: (iv) locations of all controls and buffers, either planned or in place.

**PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(1)(g)(vii)**

A detailed site map (or maps) indicating the following: (vii) surface waters (including wetlands) either at, adjacent, or in close proximity to the site, and also indicate whether those waters are impaired;

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

**Alleged Violation:**

**Investigation number: 2054166**

**Comment Date: 4/25/2025**

Failure to identify all controls and identify all areas in close proximity to surface waters. [30 TAC § 281.25(a)(4), TXR150000 Part III, Section F(1)(g)(iv and vii)]. During the SWPPP review, the investigator noted that the site map lacked the location of stormwater controls. Additionally, the site map lacked any updates and did not appear to represent the current site conditions.

**Recommended Corrective Action:** The operator should update their SWPPP to ensure that all controls are identified and implemented at the site. Additionally, all surface waters near the site should be identified to ensure that appropriate controls are utilized to minimize any discharges of pollutants. Corrective action documentation (updated and current site map) should be provided to the TCEQ DFW Regional Office.

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Track Number: 916340

Compliance Due Date: 06/02/2025

Violation Start Date: 2/27/2025

**30 TAC Chapter 281.25(a)(4)**

**PERMIT TXR1513QP, TXR1513QP, Part IV, Sec. D(2)**

Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater.

**Alleged Violation:**

**Investigation number: 2054166**

**Comment Date: 4/25/2025**

Failure to minimize the exposure of building materials, building products, construction wastes, and trash [30 TAC 281.25(a)(4), TXR150000 Part IV, Section D(2)]. During the site visit, trash was noted near the center of the site and no control or trash bin was being utilized at the site (Photo 15 and 16). Additionally, used buckets and other trash were being stored open and exposed to stormwater just east of the entrance (Photo3).

**Recommended Corrective Action:** The operator should utilize controls to contain all trash at the site and prevent stormwater from contacting trash or other pollutants. Additionally, the trash should be



removed at frequency that can further minimize the discharge of pollutants. Corrective action documentation (photos or invoices) should be provided to the TCEQ DFW Regional Office.

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**Track Number:** 916344**Compliance Due Date:** 06/02/2025**Violation Start Date:** 2/27/2025**30 TAC Chapter 281.25(a)(4)****PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(2)(a)(ii)**

Control measures must be properly selected, installed, and maintained according to good engineering practices, and the manufacturer's or designer's specifications.

**Alleged Violation:****Investigation number:** 2054166**Comment Date:** 4/25/2025

Failure to design, install, and maintain effective erosion and sediment controls to minimize the discharge of pollutants [30 TAC § 281.25(a)(4), TXR150000 Part III, Section F(2)(a)(ii)]. During the investigation, the investigator noted erosion or sediment controls had not been implemented or maintained and were not indicated on the detailed site map. The investigators were only able to note a single silt fence along the parameter that was failing at numerous locations. Furthermore, the site entrance did not appear to be installed correctly and was not being maintained (Photos 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, and 14).

**Recommended Corrective Action:** The operator should design and install controls appropriate to site conditions. Additionally, the operator should maintain the controls until the site reaches final stabilization and the permit is terminated. Maintenance of the controls should occur at any point where the controls are no longer functioning properly. The silt fence should be repaired or replaced along with the site entrance. Also, additional controls should be utilized where stormwater flows concentrate or there is a high likelihood that sediment or other pollutants could be discharged from the site. Corrective action documentation (photos and or site inspection reports) should be provided to the TCEQ DFW Regional Office.

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**Track Number:** 916348**Compliance Due Date:** 06/02/2025**Violation Start Date:** 2/27/2025**30 TAC Chapter 281.25(a)(4)****PERMIT TXR1513QP, Permit TXR1513QP, Part III, Sec. F(6)(d)**

If sediment escapes the site, accumulations must be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible. If the permittee does not own or operate the off-site conveyance, then the permittee shall work with the owner or operator of the property to remove the sediment.

**PERMIT TXR1513QP, TXR1513QP, Part IV, Sec. A(1)**

Design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to: 1. control stormwater volume and velocity within the site to minimize soil erosion in order to minimize pollutant discharges.

**Alleged Violation:****Investigation number:** 2054166**Comment Date:** 4/25/2025

Failure to design, install, and maintain a sediment basin or equivalent controls [30 TAC 281.25(a)(4), TXR150000 Part III, Section F(6)(d) and Part IV, Section A(1)]. During the investigation, the investigators observed accumulated sediment along the shore of the lake adjacent to the site and within NTMWD's easement around the lake (Photo 9 of the attachments at 33.675415, -95.972426).



**Recommended Corrective Action:** The operator should remove sediment that has been discharged and accumulated from the site. Additionally, the operator should install additional controls to minimize stormwater velocity and soil erosion in those areas. Corrective action documentation (photos, invoices, and or a letter from the NTMWD) should be provided to the TCEQ DFW Regional Office.

Track Number: 916353

Compliance Due Date: 06/02/2025

Violation Start Date: 4/18/2024

**30 TAC Chapter 281.25(a)(4)****PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(8)(a)**

Personnel provided by the permittee must inspect disturbed areas of the construction site that do not meet the requirements of final stabilization in this general permit, all locations where stabilization measures have been implemented, areas of construction support activity covered under this permit, stormwater controls for evidence of, or the potential for, the discharge of pollutants, areas where stormwater typically flows within and points of discharge from the construction site.

**PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(8)(g)**

The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff. Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event.

**Alleged Violation:**

Investigation number: 2054166

Comment Date: 4/25/2025

Failure to conduct and or document stormwater inspections. [30 TAC 281.25(a)(4), TXR150000 Part III(F)(8)(a and g)]. During the SWPPP review, the operator was unable to provide any inspection reports for the site. No inspection reports were provided with the SWPPP and the SWPPP had not been updated to reflect any inspection results.

**Recommended Corrective Action:** The operator should immediately begin inspections of the controls at the site. Additionally, the inspection reports should cover the entire site and be used to address any non-compliance and or corrective actions taken. Furthermore, the SWPPP and site map should be updated to reflect the finds made during these inspections. Corrective action documentation (completed inspection reports) should be provided to the TCEQ DFW Regional Office.

**Attachments: (in order of final report submittal)**☐ Enforcement Action Request (EAR)☒ Letter to Facility (specify type) : NA☐ Investigation Report☐ Sample Analysis Results☐ Manifests☐ Notice of Registration☒ Maps, Plans, Sketches☒ Photographs☐ Correspondence from the facility☒ Other (specify) :APP Reg, StaerB i' lens, Site map

**List of Attached files**

Belle Vie Village Aerials-Maps.pdf

TCEQ - WQ General Permits TXR1513QP.pdf

2025-03-04 - JOC to TCEQ encl docs.pdf

Fannin CAD Property Search Property ID 79950.pdf

SOS - NEW WEST DEVELOPERS LLC - management.pdf

Copy Of Record - NOI TXR1513QP.pdf

SOS - NEW WEST LAND LLC - management.pdf

Belle Vie Village Photos 02-27-2025.pdf

EIF 2-27-25.pdf

Exit Interview Form emailed 04-22-2025 updated.pdf

**Placeholder for Exhibit D**  
**Record of Affidavit**

DRAFT

**Placeholder for Exhibit E**  
**Easement Agreement**

DRAFT