

# **Response to TCEQ NOD**

## **No.31498151**

### **MSW REGISTRATION 40237**



**June 20, 2025**

**REVISION ONE**

**JUNE 20,2025**

**June 20, 2025**

**Mr. Adam Schnuriger**

**Project Manager / MSW Permits Section, MC-124**

**Texas Commission on Environmental Quality**

**P.O. Box `13087, Austin, Texas 78711-3087**

**RE: MSW Registration No.40237-EPX Recycling NOD No.31498151**

**Dear Mr. Schnuriger,**

**On behalf of EPX Recycling, Environmental & Safety Solutions submits the enclosed documents in response to NOD No 31498151 and to assist with the advancement of a change of ownership and a change in the name of the facility.**

**If you have questions, please feel free to contact me or staff member Mark Rodriguez ( [REDACTED] ) as you advance the change of ownership for MSW Registration 40237.**

**Sincerely,**



**Antonio Quintanilla / Principal Environmental Consultant**

**Enclosures: As Noted,**

**Cc: TCEQ Region Six Office, El Paso, Hard Copy (HC)**

**[Adam.Schnuriger@tceq.texas.gov](mailto:Adam.Schnuriger@tceq.texas.gov) , electronic copy & HCs**

REVISION ONE

JUNE 20,2025

**REVISED APPLICATION TCEQ FORM 2650 FOR MSW  
PERMIT REGISTRATATION**



**Texas Commission on Environmental Quality**  
**Waste Permits Division Correspondence**  
**Cover Sheet**

Date: 06.20.2025  
06-19-2025  
Facility Name: CPX Recycling LLC  
Permit or Registration No.: 40237

Nature of Correspondence:

☒ Initial/New

☐ Response/Revision to TCEQ Tracking No.:  
31498151 (from subject line of TCEQ letter  
regarding initial submission)

Affix this cover sheet to the front of your submission to the Waste Permits Division. Check appropriate box for type of correspondence. Contact WPD at (512) 239-2335 if you have questions regarding this form.

**Table 1 - Municipal Solid Waste Correspondence**

Applications	Reports and Notifications
<input type="checkbox"/> New Notice of Intent	<input type="checkbox"/> Alternative Daily Cover Report
<input type="checkbox"/> Notice of Intent Revision	<input type="checkbox"/> Closure Report
<input type="checkbox"/> New Permit (including Subchapter T)	<input type="checkbox"/> Compost Report
<input type="checkbox"/> New Registration (including Subchapter T)	<input type="checkbox"/> Groundwater Alternate Source Demonstration
<input type="checkbox"/> Major Amendment	<input type="checkbox"/> Groundwater Corrective Action
<input type="checkbox"/> Minor Amendment	<input type="checkbox"/> Groundwater Monitoring Report
<input type="checkbox"/> Limited Scope Major Amendment	<input type="checkbox"/> Groundwater Background Evaluation
<input type="checkbox"/> Notice Modification	<input type="checkbox"/> Landfill Gas Corrective Action
<input type="checkbox"/> Non-Notice Modification	<input type="checkbox"/> Landfill Gas Monitoring
<input type="checkbox"/> Transfer/Name Change Modification	<input type="checkbox"/> Liner Evaluation Report
<input type="checkbox"/> Temporary Authorization	<input type="checkbox"/> Soil Boring Plan
<input type="checkbox"/> Voluntary Revocation	<input type="checkbox"/> Special Waste Request
<input type="checkbox"/> Subchapter T Disturbance Non-Enclosed Structure	<input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Other: <b>Change Name &amp; Transfer Ownership</b>	

**Table 2 - Industrial & Hazardous Waste Correspondence**

Applications	Reports and Responses
<input type="checkbox"/> New	<input type="checkbox"/> Annual/Biennial Site Activity Report
<input type="checkbox"/> Renewal	<input type="checkbox"/> CPT Plan/Result
<input type="checkbox"/> Post-Closure Order	<input type="checkbox"/> Closure Certification/Report
<input type="checkbox"/> Major Amendment	<input type="checkbox"/> Construction Certification/Report
<input type="checkbox"/> Minor Amendment	<input type="checkbox"/> CPT Plan/Result
<input type="checkbox"/> CCR Registration	<input type="checkbox"/> Extension Request
<input type="checkbox"/> CCR Registration Major Amendment	<input type="checkbox"/> Groundwater Monitoring Report
<input type="checkbox"/> CCR Registration Minor Amendment	<input type="checkbox"/> Interim Status Change
<input type="checkbox"/> Class 3 Modification	<input type="checkbox"/> Interim Status Closure Plan
<input type="checkbox"/> Class 2 Modification	<input type="checkbox"/> Soil Core Monitoring Report
<input type="checkbox"/> Class 1 ED Modification	<input type="checkbox"/> Treatability Study
<input type="checkbox"/> Class 1 Modification	<input type="checkbox"/> Trial Burn Plan/Result
<input type="checkbox"/> Endorsement	<input type="checkbox"/> Unsaturated Zone Monitoring Report
<input type="checkbox"/> Temporary Authorization	<input type="checkbox"/> Waste Minimization Report
<input type="checkbox"/> Voluntary Revocation	<input type="checkbox"/> Other:
<input type="checkbox"/> 335.6 Notification	
<input type="checkbox"/> Other:	





**Texas Commission on Environmental Quality**  
**Application Form for Municipal Solid Waste**  
**Permit or Registration Modification**  
**or Temporary Authorization**

**Application Tracking Information**

Facility Name: New Name EPX Recycling (Formerly EL PASO C&d RECYCLING PLANT)

Permittee or Registrant Name: EL PASO C&d RECYCLING PLANT

*EPX Recycling*

MSW Authorization Number: 40237

Initial Submission Date: ~~01-15-25~~ *March 19, 2025*

Revision Date: ~~03-11-25~~ *06-19-2025* *06.20.2025*

Instructions for completing this form are provided in form TCEQ-20650-instr<sup>1</sup>. If you have questions, contact the Municipal Solid Waste Permits Section by email to [mswper@tceq.texas.gov](mailto:mswper@tceq.texas.gov), or by phone at 512-239-2335.

**Application Data**

**1. Submission Type**

☒ Initial Submission

☐ Notice of Deficiency (NOD) Response

**2. Authorization Type**

☐ Permit

☒ Registration

**3. Application Type**

☐ Modification with Public Notice

☐ Modification without Public Notice

☐ Temporary Authorization (TA)

☒ Modification for Name Change or Transfer

**4. Application Fee**

**Amount**

The application fee for a modification or temporary authorization is \$150.

**Payment Method**

☒ Check

☐ Online through ePay portal [www3.tceq.texas.gov/epay/](http://www3.tceq.texas.gov/epay/)

If paid online, enter ePay Trace Number: \_\_\_\_\_

<sup>1</sup> [www.tceq.texas.gov/downloads/permitting/waste-permits/msw/forms/20650-instr.pdf](http://www.tceq.texas.gov/downloads/permitting/waste-permits/msw/forms/20650-instr.pdf)

## 5. Electronic Versions of Application

For modifications that require notice, TCEQ will publish electronic versions of the application online. Applicants must provide a clean copy of the administratively complete application and technically complete application. TCEQ will also publish electronic versions of NOD responses online.

## 6. Party Responsible for Mailing Notice

For modifications that require notice, indicate who will be responsible for mailing notice:

☐ Applicant ☐ Agent in Service ☒ Consultant

Contact Name: Ms. Veronica Garcis

Title: Administrative Director

Email Address: [REDACTED]

## 7. Confidential Documents

Does the application contain confidential documents?

☐ Yes ☒ No

If "Yes", reference the confidential documents in the application, but submit the confidential documents as an attachment in a separate binder marked "CONFIDENTIAL."

## 8. Facility General Information

Facility Name: EPX RECYCLING

Contact Name: EDGAR TORRES Title: OWNER

MSW Authorization Number (if existing): 40237

Regulated Entity Reference Number: **RN** 105517007

Physical or Street Address: 1290 FT SOUTH FM ROAD 6591 & PELLICANO

City: EL PASO County: EL PASO State: TX Zip Code: 79996

Phone Number: 915.859.2890

Latitude (Degrees, Minutes, Seconds): 21, 43, 20.0784

Longitude (Degrees, Minutes, Seconds): -106, 15, 14.868

## 9. Facility Types

☐ Type I ☐ Type IV ☒ Type V

☐ Type IAE ☐ Type IVAE ☐ Type VI

## 10. Description of the Revisions to the Facility

Provide a brief description of revisions to permit or registration conditions and supporting documents referred to by the permit or registration, and a reference to the specific provisions under which the modification or temporary authorization application is being made. Also, provide an explanation of why the modification or temporary authorization is needed:

~~The purpose of this application is for a change in ownership/operator. No other changes are being requested for this active registration #40237.~~

~~Only an administrative modification is being requested in the form of name change for ownership/operator.~~

The transfer of owner/operator from El Paso Recycling, Inc., to EPX Recycling, LLC, and a change in facility name from El Paso C&D Recycling Plant to EPX Recycling

## 11. Facility Contact Information

### Site Operator (Permittee or Registrant)

Name: ~~EL PASO RECYCLING~~ EPX Recycling

Customer Reference Number: CN ~~246502~~

Contact Name: Daniel or Mel Title: Operation SITE CONTACTS

Mailing Address: P.O. BOX961837

City: EL PASO County: EL PASO State: TX Zip Code: 79996

Phone Number: 915 859 2890

Email Address: ~~915.859.2890~~ [REDACTED]

Texas Secretary of State (SOS) Filing Number: 805782644

### Operator (if different from Site Operator)

Name: \_\_\_\_\_

Customer Reference Number: CN \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Texas Secretary of State (SOS) Filing Number: \_\_\_\_\_

**Consultant (if applicable)**Firm Name: ENVIRONMENTAL & SAFETY SOLUTIONS

Consultant Name: \_\_\_\_\_

Texas Board of Professional Engineers Firm Registration Number: \_\_\_\_\_

Contact Name: Antonio Quintanilla Title: Principal ConsultantMailing Address: 6044 Gateway Blvd., E., Suite 300City: EL PASO County: EL PASO State: TX Zip Code: 79905Phone Number: 915.775.1171Email Address: [REDACTED]**Agent in Service (required for out-of-state applicants)**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: TX Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**12. Ownership Status of the Facility**

Is this a modification that changes the legal description, the property owner, or the Site Operator (Permittee or Registrant)?

☒ Yes ☐ No

If the answer is "No", skip this section.

Does the Site Operator (Permittee or Registrant) own all the facility units and all the facility property?

☒ Yes ☐ No

If "No", provide the following information for other owners.

Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: TX Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



## Attachments for Permit or Registration Modification with Public Notice



Refer to instruction document **200650-instr** for professional engineer seal requirements.

**Attachments Table 1. Required attachments.**

Required Attachments	Attachment Number
Land Ownership Map	
Landowners List	
Marked (Redline/Strikeout) Pages	
Unmarked Revised Pages	

**Attachments Table 2. Additional attachments as applicable.**

Additional Attachments as Applicable (select all that apply and add others as needed)	Attachment Number
<input type="checkbox"/> TCEQ Core Data Form(s)	
<input type="checkbox"/> Signatory Authority Delegation	
<input type="checkbox"/> Fee Payment Receipt	
<input type="checkbox"/> Confidential Documents	

## **Attachments for Permit or Registration Modification without Public Notice, or Temporary Authorization**

Refer to instruction document **200650-instr** for professional engineer seal requirements.

### ***Attachments Table 3. Required attachments for modifications.***

<b>Required Attachments for Modification</b>	<b>Attachment Number</b>
Marked (Redline/Strikeout) Pages	✓
Unmarked Revised Pages	

### ***Attachments Table 4. Additional attachments for modifications and temporary authorizations, as applicable.***

<b>Additional Attachments as Applicable (select all that apply and add others as needed)</b>	<b>Attachment Number</b>
<input type="checkbox"/> TCEQ Core Data Form(s)	
<input type="checkbox"/> Signatory Authority Delegation	
<input type="checkbox"/> Fee Payment Receipt	
<input type="checkbox"/> Confidential Documents	

## Attachments for Permit or Registration Name Change or Transfer Modification

Refer to instruction document **200650-instr** for professional engineer seal requirements.

**Attachments Table 5. Required attachments.**

Required Attachments	Attachment Number
TCEQ Core Data Form(s)	1
Property Legal Description	2
Property Metes and Bounds Description	3
Metes and Bounds Drawings	3
On-Site Easements Drawing	3
Land Ownership Map	4
Land Ownership List	4
Property Owner Affidavit	4
Verification of Legal Status	5
Evidence of Competency	5

**Attachments Table 6. Additional attachments as applicable.**

Additional Attachments as Applicable (select all that apply and add others as needed)	Attachment Number
<input type="checkbox"/> Signatory Authority Delegation	6
<input type="checkbox"/> Fee Payment Receipt	7
<input type="checkbox"/> Confidential Documents	
<input type="checkbox"/> Final Plat Record of Property	4
<input type="checkbox"/> Assumed Name Certificate	5

**ATTACHMENT # 1**

**REVISED TCEQ CORE DATA FORMS**





# TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

## SECTION I: General Information

<b>1. Reason for Submission</b> (If other is checked please describe in space provided.) <input 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 checked="" type="checkbox"/> Other <b>Change in Regulated ENTITY OWNERSHIP</b>		
<b>2. Customer Reference Number</b> (if issued)  CN 603356502	Follow this link to search for CN or RN numbers in Central Registry** <a href="#">Link</a>	<b>3. Regulated Entity Reference Number</b> (if issued)  RN 105517007

## SECTION II: Customer Information

<b>4. General Customer Information</b>		<b>5. Effective Date for Customer Information Updates</b> (mm/dd/yyyy) 3/19/2025 6:20 25	
<input type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input checked="" type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)			
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>			
<b>6. Customer Legal Name</b> (If an individual, print last name first: eg: Doe, John) El Paso Recycling, Inc.		If new Customer, enter previous Customer below:	
<b>7. TX SOS/CPA Filing Number</b> 805782644	<b>8. TX State Tax ID</b> (11 digits) 33-1921854	<b>9. Federal Tax ID</b> (9 digits)	<b>10. DUNS Number</b> (if applicable)
<b>11. Type of Customer:</b> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:		<b>13. Independently Owned and Operated?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>12. Number of Employees</b> <input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher			
<b>14. Customer Role</b> (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following <input type="checkbox"/> Owner <input type="checkbox"/> Operator <input 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			
<b>15. Mailing Address:</b> PO BOX 961837 City: EL PASO State: TX ZIP: 79996 ZIP + 4:			
<b>16. Country Mailing Information</b> (if outside USA)		<b>17. E-Mail Address</b> (if applicable)	
<b>18. Telephone Number</b> ( 915 ) 315-8658		<b>19. Extension or Code</b>	<b>20. Fax Number</b> (if applicable) ( ) -

## SECTION III: Regulated Entity Information

<b>21. General Regulated Entity Information</b> (If 'New Regulated Entity' is selected, a new permit application is also required.) <input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input checked="" type="checkbox"/> Update to Regulated Entity Information <i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>
<b>22. Regulated Entity Name</b> (Enter name of the site where the regulated action is taking place.) El Paso Recycling Inc.

<b>23. Street Address of the Regulated Entity:</b> <i>(No PO Boxes)</i>	12520 E Pellicano Drive							
	El Paso, Texas							
	<b>City</b>	El Paso	<b>State</b>	TX	<b>ZIP</b>	79928	<b>ZIP + 4</b>	
<b>24. County</b>	El Paso							

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

<b>25. Description to Physical Location:</b>								
<b>26. Nearest City</b>					<b>State</b>	<b>Nearest ZIP Code</b>		
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>								
<b>27. Latitude (N) In Decimal:</b>	31.722244			<b>28. Longitude (W) In Decimal:</b>	-106.254130			
Degrees	Minutes	Seconds		Degrees	Minutes	Seconds		
21	43	20.0784		-106	15	14.868		
<b>29. Primary SIC Code</b> (4 digits)	<b>30. Secondary SIC Code</b> (4 digits)		<b>31. Primary NAICS Code</b> (5 or 6 digits)		<b>32. Secondary NAICS Code</b> (5 or 6 digits)			
5093			423930					
<b>33. What is the Primary Business of this entity?</b> <i>(Do not repeat the SIC or NAICS description.)</i>								
CONSTRUCTION & DEMOLITION WASTE RECYCLE								
<b>34. Mailing Address:</b>	PO BOX 961837							
	<b>City</b>	EL PASO	<b>State</b>	TX	<b>ZIP</b>	79996	<b>ZIP + 4</b>	1538
<b>35. E-Mail Address:</b>								
<b>36. Telephone Number</b>	<b>37. Extension or Code</b>		<b>38. Fax Number (if applicable)</b>					
( 915 ) 850-1235			( ) -					

**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 checked="" type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Wastewater	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
				MSW Regist 40237

## SECTION IV: Preparer Information

<b>40. Name:</b>	Mark Rodriguez		<b>41. Title:</b>	Preparer
<b>42. Telephone Number</b>	<b>43. Ext./Code</b>	<b>44. Fax Number</b>	<b>45. E-Mail Address</b>	
( 915 ) 497-4766		( ) -		

## 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.

<b>Company:</b>	Environmental & Safety Solutions	<b>Job Title:</b>	Preparer
<b>Name (In Print):</b>	Mark Rodriguez	<b>Phone:</b>	( 915 ) 497- 4766
<b>Signature:</b>		<b>Date:</b>	6/19/2025



# TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

## SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input checked="" type="checkbox"/> Other <b>Change in Regulated ENTITY OWNERSHIP</b>
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 type="checkbox"/> New Customer		<input type="checkbox"/> Update to Customer Information	
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)		<input checked="" type="checkbox"/> Change in Regulated Entity Ownership	
The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).			
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)		If new Customer, enter previous Customer below:	
EPX Recycling, LLC.		El Paso Recycling, Inc.	
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
11. Type of Customer:		Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited	
<input checked="" type="checkbox"/> Corporation		<input type="checkbox"/> Individual	
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship <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:			
PO BOX 961837			
City	EL PASO	State	TX
ZIP	79996	ZIP + 4	
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable)	
18. Telephone Number		19. Extension or Code	
( 915 ) 315-8658			
		20. Fax Number (if applicable)	
		( ) -	

## SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected, a new permit application is also required.)	
<input checked="" type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information	
The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).	
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)	
El Paso Recycling Inc.	

<b>23. Street Address of the Regulated Entity:</b> <i>(No PO Boxes)</i>	12520 E Pellicano Drive							
	El Paso, Texas							
	<b>City</b>	El Paso	<b>State</b>	TX	<b>ZIP</b>	79928	<b>ZIP + 4</b>	
<b>24. County</b>	El Paso							

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

<b>25. Description to Physical Location:</b>								
<b>26. Nearest City</b>					<b>State</b>	<b>Nearest ZIP Code</b>		
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>								
<b>27. Latitude (N) In Decimal:</b>	31.722244			<b>28. Longitude (W) In Decimal:</b>	-106.254130			
Degrees	Minutes	Seconds		Degrees	Minutes	Seconds		
21	43	20.0784		-106	15	14.868		
<b>29. Primary SIC Code</b> (4 digits)	<b>30. Secondary SIC Code</b> (4 digits)		<b>31. Primary NAICS Code</b> (5 or 6 digits)		<b>32. Secondary NAICS Code</b> (5 or 6 digits)			
5093			423930					
<b>33. What is the Primary Business of this entity?</b> <i>(Do not repeat the SIC or NAICS description.)</i>								
CONSTRUCTION & DEMOLITION WASTE RECYCLE								
<b>34. Mailing Address:</b>	PO BOX 961837							
	<b>City</b>	EL PASO	<b>State</b>	TX	<b>ZIP</b>	79996	<b>ZIP + 4</b>	1538
<b>35. E-Mail Address:</b>								
<b>36. Telephone Number</b>	<b>37. Extension or Code</b>			<b>38. Fax Number (if applicable)</b>				
( 915 ) 850-1235				( ) -				

**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 checked="" type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Wastewater	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
				MSW Regist 40237

## SECTION IV: Preparer Information

<b>40. Name:</b>	Mark Rodriguez			<b>41. Title:</b>	Preparer
<b>42. Telephone Number</b>	<b>43. Ext./Code</b>	<b>44. Fax Number</b>	<b>45. E-Mail Address</b>		
( 915 ) 497-4766		( ) -			

## 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.

<b>Company:</b>	Environmental & Safety Solutions	<b>Job Title:</b>	Preparer
<b>Name (In Print):</b>	Mark Rodriguez	<b>Phone:</b>	( 915 ) 497- 4766
<b>Signature:</b>		<b>Date:</b>	6/19/2025



**ATTACHMENT # 2**

**PROPERTY LEGAL DESCRIPTION**

# Calderon Engineering

3091 TRAWOOD DRIVE  
EL PASO, TEXAS 79939  
(915) 855-7552  
FAX: 855-8350

August 25, 1997

## PROPERTY DESCRIPTION

Description of a parcel of land being the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Block 79, Township 3, T&P Railroad Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

From a found concrete pipe marking the Northeast corner of Section 17, Block 79, Township 3, T&P Railroad Surveys. Thence South  $00^{\circ}33'12''$  East along the East boundary of Section 17 a distance of 2,618.12 feet; Thence West 997.02 feet to a found iron pin marking the "Point of Beginning";

Thence West 332.34 feet to a set iron pin;

Thence North  $00^{\circ}33'12''$  West a distance of 654.53 feet to a set iron pin;

Thence East 332.34 feet to a set iron pin;

Thence South  $00^{\circ}33'12''$  East a distance of 654.53 feet to the "Point of Beginning" and containing in all 217,516.53 square feet or 4.994 acres of land more or less.



*Manuel Calderon*  
Manuel Calderon  
Registered Professional Land Surveyor No. 2564  
Calderon Engineering

897-1  
RRSurvey

EXHIBIT A

POOR QUALITY COPY  
BEST AVAILABLE FILM

ENGINEERING • PLANNING • SURVEYING

**ATTACHMENT # 3**

**PROPERTY METES & BOUNDS DESCRIPTION & ON-SITE  
EASEMENT DRAWINGS**

FIGURE 11.D: FACILITY LAYOUT MAP - El Paso C&D Recycling Plant

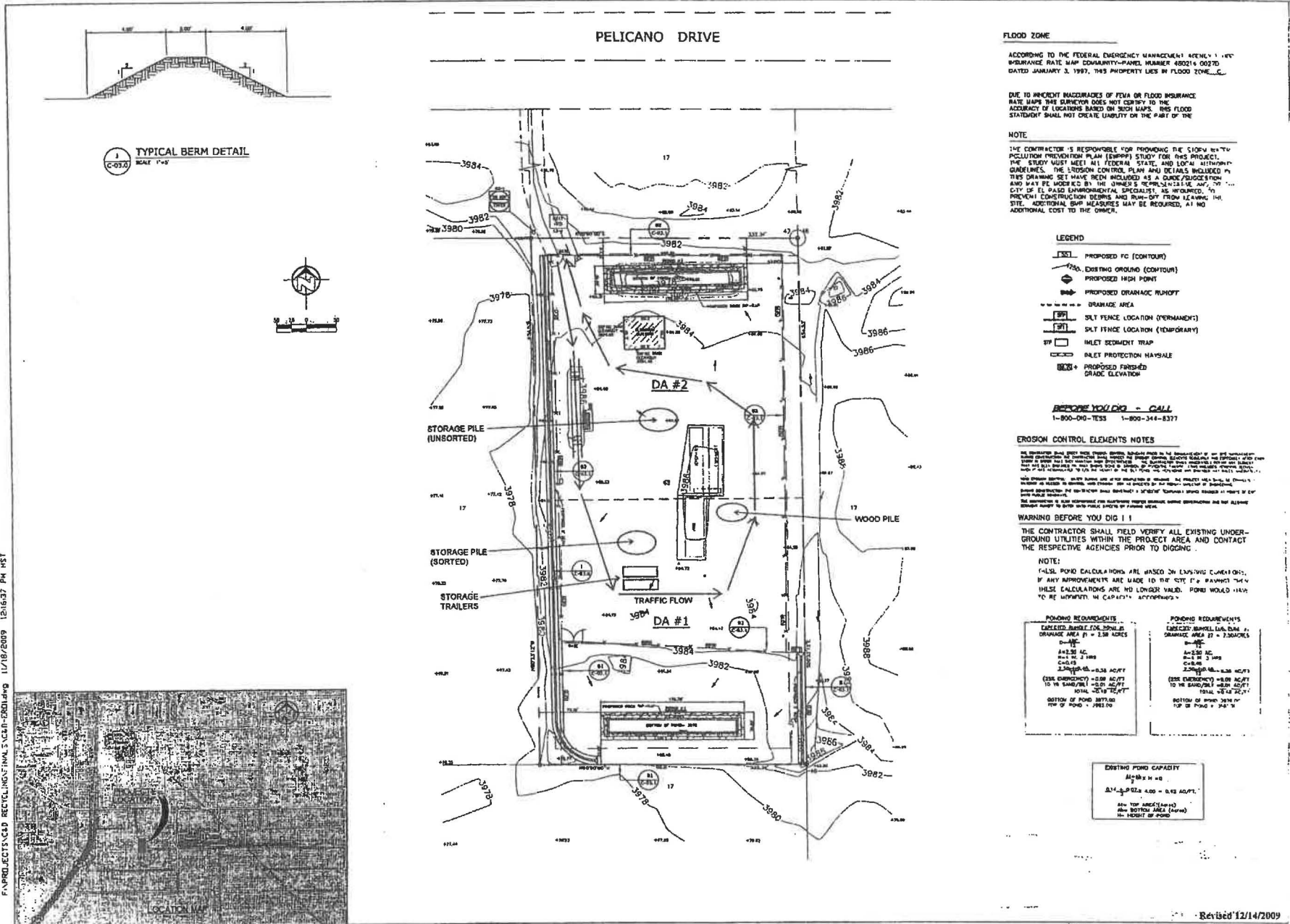
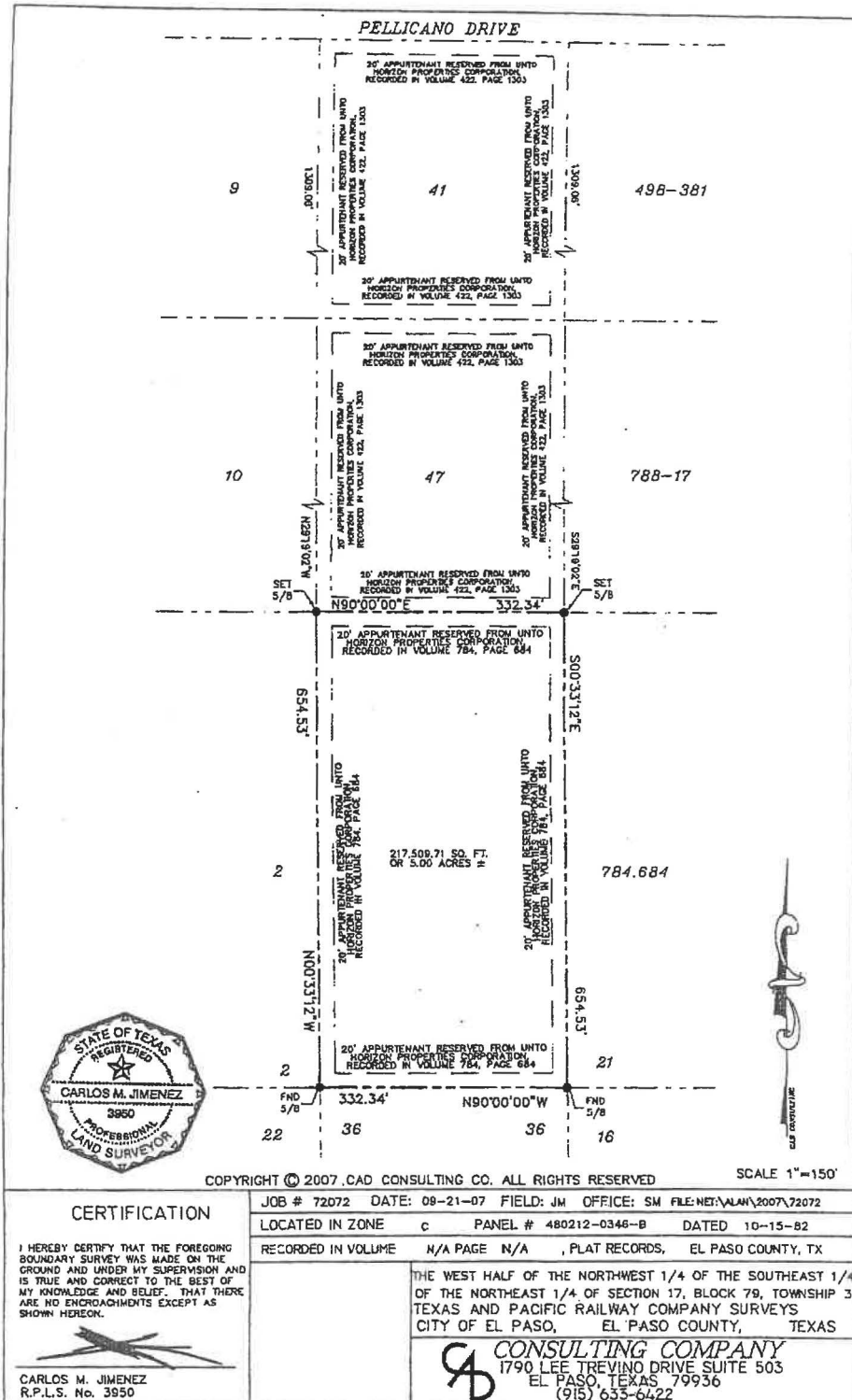


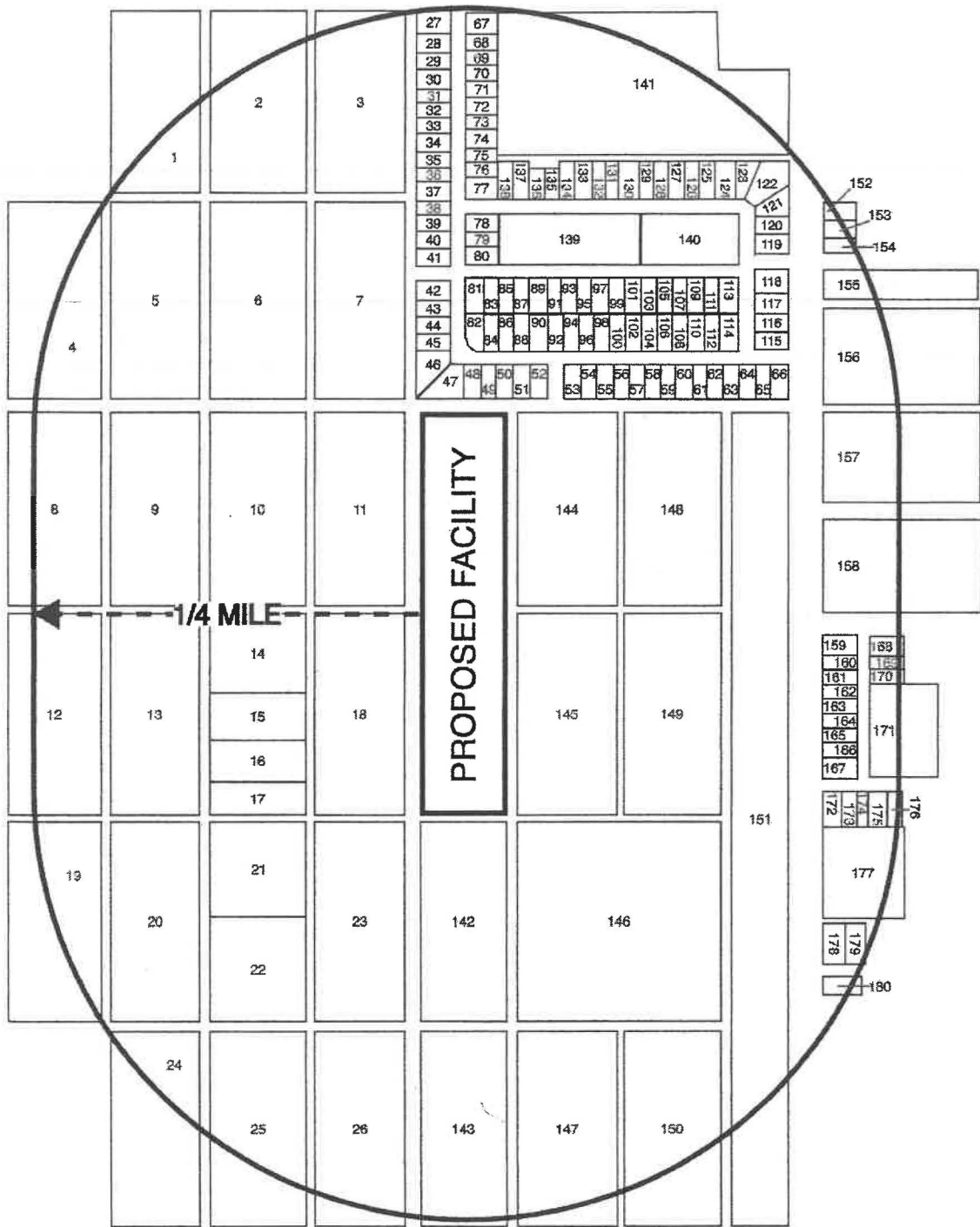
FIGURE 1.D-2: PROPERTY SURVEY



**ATTACHMENT # 4**

**AVERY 5160 FORMAT LAND OWNERSHIP MAP & LISTS**





**ATTACHMENT # 5**

**VERIFICATION OF LEGAL STATUS / EVIDENCE OF  
COMPETENCY**

④ 241821-RS  
WST 2 pgs

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

**After Recording, Return to:**

HDR Properties, LLC  
365 Rio De Jazmin Circle  
El Paso, Texas 79932

**SPECIAL WARRANTY DEED**

For ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, **Lone Mountain 21, L.L.C.**, an Arizona limited liability company, ("Grantor"), grants, sells and conveys to **HDR Properties, L.L.C.**, a Texas limited liability company, ("Grantee"), the following real property situated in El Paso County, Texas, together with all appurtenant interests, benefits, rights, and privileges and any improvements located thereon (collectively, the "Property"):

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Block 79, Township 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso County, Texas.

The Property includes all easements, licenses, interests, rights, privileges, and appurtenances held by Grantor as of the Recordation of this Deed that in any way benefit the Property or relate to the ownership of the Property.

Subject only to those matters of record with the El Paso County Clerk and taxes not yet due and payable ("Exceptions to Conveyance and Warranty"), Grantor agrees to warrant and forever defend all and singular the Property unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty.

DATED as of this 1st day of November, 2024.

LONE MOUNTAIN 21, L.L.C., an Arizona  
limited liability company

By: Leslie W. Griffith Bypass GST Exempt  
Trust, Manager and Sole Member

By:   
WILLIAM SCOTT JENKINS, as Trustee

④ 241821-25  
WST 2 pgs

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

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The Property includes all easements, licenses, interests, rights, privileges, and appurtenances held by Grantor as of the Recordation of this Deed that in any way benefit the Property or relate to the ownership of the Property.

Subject only to those matters of

STATE OF FLORIDA

COUNTY OF ORANGE

§  
§  
§

The foregoing was acknowledged before me on the 1<sup>ST</sup> day of November, 2024 by William Scott Jenkins, Trustee of the Leslie W. Griffith Bypass GST Exempt Trust, Manager and Sole Member of Lone Mountain 21, L.L.C., an Arizona limited liability company, on behalf of said entity.

Robert M. Spooner  
Notary Public, State of Florida

My Commission Expires:

7/27/2025



ROBERT M. SPOONEY  
Notary Public  
State of Florida  
Comm# HH142336  
Expires 7/27/2025

Doc # 20240081801  
#Pages 2 #NFPages 1  
11/04/2024 04:46 PM  
Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$29.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped  
hereon by me and was duly recorded by document number in the Recording  
Division of Real Property in El Paso County.



*Delia Briones*

EL PASO COUNTY, TEXAS



② 241821-RS  
WST 3 pgs

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

**STATUTORY NOTICE TO PURCHASERS OF REAL PROPERTY WITHIN  
HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT  
(Under Section 49.452(b), Texas Water Code, as Amended)  
(Property Within Municipality Boundaries)**

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

The real property, described below, which you are about to purchase, is located in the Horizon Regional Municipal Utility District. The District has taxing authority separate from any other taxing authority, and may subject to voter approval, issue an unlimited amount of bonds and levy, an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$.55 on each \$100.00 of assessed valuation. The total amount of bonds which has been approved by the voters and which have been or may, at this date been issued is \$343,000,000.00 and aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$115,265,000.00.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$-0-. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District is located in whole or in part in the extraterritorial jurisdiction of the City of Horizon City and the City of El Paso. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

The purpose of this District is to provide water, sewer, drainage or flood control facilities and services within the District through the issuance of bonds payable in whole in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District.

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

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(Under Section 49.452(b), Texas Water Code, as Amended)  
(Property Within Municipality Boundaries)**

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                                  §  
COUNTY OF EL PASO   §

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The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement.

The legal description of the property which you are acquiring is as follows:

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Block 79, Township 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso County, Texas.

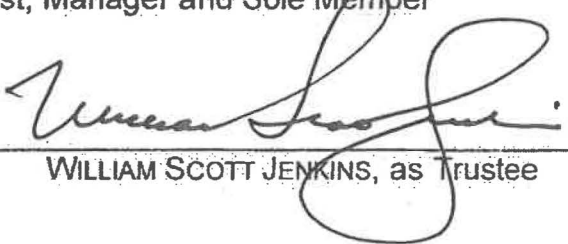
Date: November 15, 2024.

SELLER:

LONE MOUNTAIN 21, L.L.C., an Arizona limited liability company

By: Leslie W. Griffith Bypass GST Exempt Trust, Manager and Sole Member

By:

  
WILLIAM SCOTT JENKINS, as Trustee

STATE OF FLORIDA

COUNTY OF ORANGE

§  
§  
§

This instrument was acknowledged before me on the 15<sup>th</sup> day of November, 2024 by William Scott Jenkins, Trustee of the Leslie W. Griffith Bypass GST Exempt Trust, Manager and Sole Member of Lone Mountain 21, L.L.C., an Arizona limited liability

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date: November 1<sup>st</sup>, 2024.

PURCHASER:

HDR PROPERTIES, L.L.C., a Texas limited liability company

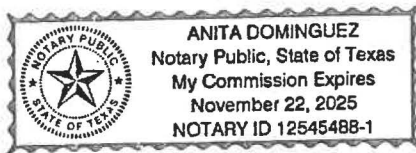
By:

Rene Diaz, Managing Member

STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on the 1<sup>st</sup> day of November, 2024, by Rene Diaz Managing Member of HDR Properties, L.L.C., a Texas limited liability company.



Anita Dominguez  
Notary Public, State of Texas

③ 241821-RS  
wst 3pgs

DOC # 20240061600

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

**After Recording, Return to:**

HDR Properties, LLC  
365 Rio De Jazmin Circle  
El Paso, Texas 79932

**SPECIAL WARRANTY DEED**

For ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, **William Scott Jenkins, as Trustee of the Leslie W. Griffith Bypass GST Exempt Trust, ("Grantor")**, grants, sells and conveys to **HDR Properties, L.L.C., a Texas limited liability company, ("Grantee")**, the following real property situated in El Paso County, Texas, together with all appurtenant interests, benefits, rights, and privileges and any improvements located thereon (collectively, the "Property"):

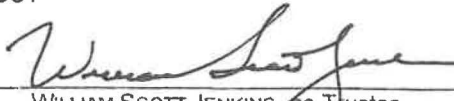
The West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Block 79, Township 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto.

The Property includes all easements, licenses, interests, rights, privileges, and appurtenances held by Grantor as of the Recordation of this Deed that in any way benefit the Property or relate to the ownership of the Property.

Subject only to those matters of record with the El Paso County Clerk and taxes not yet due and payable ("Exceptions to Conveyance and Warranty"), Grantor agrees to warrant and forever defend all and singular the Property unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty.

DATED as of this 1st day of November 2024.

LESLIE W. GRIFFITH BYPASS GST EXEMPT  
TRUST

By:   
WILLIAM SCOTT JENKINS, as Trustee

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

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DATED as of this 1st day of November 2024.

LESLIE W. GRIFFITH BYPASS GST EXEMPT  
TRUST

By.   
WILLIAM SCOTT JENKINS, as Trustee



STATE OF FLORIDA

§  
§  
§

COUNTY OF ORANGE

The foregoing was acknowledged before me on the 1<sup>ST</sup> day of November, 2024 by William Scott Jenkins, Trustee of the Leslie W. Griffith Bypass GST Exempt Trust, on behalf of said trust.

Robert M. Spooner  
Notary Public, State of Florida

My Commission Expires:

7/27/2025



ROBERT M. SPOONEY  
Notary Public  
State of Florida  
Comm# HH142336  
Expires 7/27/2025

# Calderon Engineering

9031 TRAWOOD DRIVE  
EL PASO, TEXAS 79938  
(915) 855-7562  
FAX: 855-8350

August 25, 1997

## PROPERTY DESCRIPTION

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Thence South  $00^{\circ}33'12''$  East a distance of 654.53 feet to the "Point of Beginning" and containing in all 217,516.53 square feet or 4.994 acres of land more or less.



*Manuel Calderon*  
Manuel Calderon  
Registered Professional Land Surveyor No. 2564  
Calderon Engineering

897-1  
RRSurvey

EXHIBIT A

POOR QUALITY COPY  
BEST AVAILABLE FILM

ENGINEERING • PLANNING • SURVEYING

Doc # 20240081800  
#Pages 3 #NFPages 1  
11/04/2024 04:46 PM  
Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$33.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped  
hereon by me and was duly recorded by document number in the Recording  
Division of Real Property in El Paso County.



*Delia Briones*

EL PASO COUNTY, TEXAS

①

241821-RS

WST 4pgs

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**STATUTORY NOTICE TO PURCHASERS OF REAL PROPERTY WITHIN  
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(Under Section 49.452(b), Texas Water Code, as Amended)  
(Property Within Municipality Boundaries)**

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

The real property, described below, which you are about to purchase, is located in the Horizon Regional Municipal Utility District. The District has taxing authority separate from any other taxing authority, and may subject to voter approval, issue an unlimited amount of bonds and levy, an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$.55 on each \$100.00 of assessed valuation. The total amount of bonds which has been approved by the voters and which have been or may, at this date been issued is \$343,000,000.00 and aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$115,265,000.00.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$-0-. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District is located in whole or in part in the extraterritorial jurisdiction of the City of Horizon City and the City of El Paso. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

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Date: November 1st, 2024.

SELLER:

LESLIE W. GRIFFITH BYPASS GST EXEMPT TRUST

By: 


WILLIAM SCOTT JENKINS as Trustee

STATE OF FLORIDA

COUNTY OF ORANGE

§  
§  
§

This instrument was acknowledged before me on the 1st day of November, 2024 by William Scott Jenkins, Trustee of the Leslie W. Griffith Bypass GST Exempt Trust, on behalf of said trust.

  
Notary Public, State of Florida

My Commission Expires:

7/27/2025



ROBERT M. SPOONEY  
Notary Public  
State of Florida  
Comm# HH142336  
Expires 7/27/2025



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The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date: November 1<sup>st</sup>, 2024.

PURCHASER:

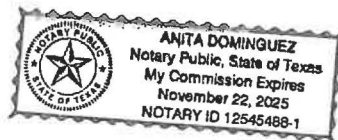
HDR PROPERTIES, L.L.C., a Texas limited liability company

By: [Signature]

Rene Diaz, Managing Member

STATE OF TEXAS      §  
                                 §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 1<sup>st</sup> day of November, 2024, by Rene Diaz, Managing Member HDR Properties, L.L.C., a Texas limited liability company.



[Signature]  
Notary Public, State of Texas

# Calderon Engineering

3031 TRAWOOD DRIVE  
EL PASO, TEXAS 79938  
(915) 855-7552  
FAX: 855-8350

August 25, 1997

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From a found concrete pipe marking the Northeast corner of Section 17, Block 79, Township 3, T&P Railroad Surveys. Thence South  $00^{\circ}33'12''$  East along the East boundary of Section 17 a distance of 2,618.12 feet; Thence West 997.02 feet to a found iron pin marking the "Point of Beginning";

Thence West 332.34 feet to a set iron pin;

Thence North  $00^{\circ}33'12''$  West a distance of 654.53 feet to a set iron pin;

Thence East 332.34 feet to a set iron pin;

Thence South  $00^{\circ}33'12''$  East a distance of 654.53 feet to the "Point of Beginning" and containing in all 217,516.53 square feet or 4.994 acres of land more or less.



*Manuel Calderon*  
Manuel Calderon  
Registered Professional Land Surveyor No. 2564  
Calderon Engineering

897-1  
RRSurvey

EXHIBIT A

POOR QUALITY COPY  
BEST AVAILABLE FILM

ENGINEERING • PLANNING • SURVEYING

1-800-555-1111

Doc # 20240081798  
#Pages 4 #NFPages 1  
11/04/2024 04:46 PM  
Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$37.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped  
hereon by me and was duly recorded by document number in the Recording  
Division of Real Property in El Paso County.



*Delia Briones*

EL PASO COUNTY, TEXAS



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**Attachment Five**

**Assumed Name Certificate**

# WestStar Title, LLC

601 N. Mesa, El Paso, Texas 79901 (915) 779-0500

November 22, 2024

HDR Properties, L.L.C.  
365 Rio De Jazmin Circle  
El Paso, Texas 79932

RE: GF#: 241821-RS  
Seller(s): William Scott Jenkins, as Trustee of the Leslie W. Griffith Bypass GST Exempt  
Trust and Lone Mountain 21, L.L.C., an Arizona limited liability company  
Buyer(s): HDR Properties, LLC, a Texas limited liability company

Dear HDR Properties, LLC:

In connection with the above referenced transaction, enclosed please find your Owners Title Policy and your original documents. Please keep these originals in a safe place.

Thank you for entrusting WestStar Title to provide your title policy. If we may be of further assistance, please contact our office.

Sincerely,

Rachel Samaniego  
Escrow Officer

enclosures

 <b>First American Title Guaranty Company</b>	<b>Owner's Policy of Title Insurance (T-1)</b>  ISSUED BY <b>First American Title Guaranty Company</b>
<b>Owner's Policy</b>	POLICY NUMBER <b>5825548-0112718e</b>

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, **FIRST AMERICAN TITLE GUARANTY COMPANY**, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
  - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Guaranty Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

#### First American Title Guaranty Company



*Sally French Tyler*

Sally French Tyler, President

*Lisa W. Cornehl*

Lisa W. Cornehl, Secretary

#### For Reference:

File #: 241821-RS

Loan #: n/a

Policy #: 5825548-0112718e

#### Issued By:

**WestStar Title, LLC**

601 N. Mesa St, Suite 1025

El Paso, TX 79901

By: *Jana K Evans*

Authorized Countersignature

If this jacket was created electronically, it constitutes an original document.

(This Policy is valid only when Schedules A and B are attached)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions or location of any improvement erected on the Land;
  - (c) subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured

Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.



*First American  
Title Guaranty Company*

## Important Notice

ISSUED BY

**First American Title Guaranty Company**

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### **First American Title Guaranty Company**

To get information or file a complaint with your insurance company or HMO:

**Call: First American Claims at 1-888-632-1642**

**Toll-free: 1-888-632-1642**

Email: [REDACTED]

Mail: 1 First American Way, Santa Ana, CA 92707

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [REDACTED]

Mail: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030

### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### **First American Title Guaranty Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: First American Claims at 1-888-632-1642**

**Teléfono gratuito: 1-888-632-1642**

Correo electrónico: [REDACTED]

Dirección postal: 1 First American Way, Santa Ana, CA 92707

#### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [REDACTED]

Dirección postal: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030



## CONDITIONS

## 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": the Insured named in Schedule A.
  - (i) The term "Insured" also includes:
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
      - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) If the grantee wholly owns the named Insured,
      - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": an Insured claiming loss or damage.
- (f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": the estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent

matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

## 4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS.**

- (a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE.**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this

Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) to Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) to Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY.**

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE.**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS.**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION.**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other

controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

**16. SEVERABILITY.**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM.**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT.**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at First American Title Guaranty Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

**OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**

Issued by

**FIRST AMERICAN TITLE GUARANTY COMPANY**

**SCHEDULE A**

Name and Address of Title Insurance Company:

**FIRST AMERICAN TITLE GUARANTY COMPANY  
1500 S. Dairy Ashford St., Houston, Texas 77077**

File No.: **241821-RS**

Policy No.: **5825548-0112718e**

Address for Reference only: **N/A**

Amount of Insurance: **\$500,000.00**

Premium: **\$2,940.00**

Date of Policy: **November 4, 2024, at 4:46 pm**

1. Name of Insured: **HDR PROPERTIES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY**

2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**

3. Title is insured as vested in:

**HDR PROPERTIES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY**

4. The land referred to in this policy is described as follows:

**PARCEL 1: The West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Block 79, Township 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto.**

**PARCEL 2: The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Block 79, Township 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso County, Texas.**



# Calderon Engineering

3031 TRAWOOD DRIVE  
EL PASO, TEXAS 79938  
(916) 856-7682  
FAX: 855-8350

August 25, 1997

## PROPERTY DESCRIPTION

Description of a parcel of land being the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Block 79, Township 3, T&P Railroad Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

From a found concrete pipe marking the Northeast corner of Section 17, Block 79, Township 3, T&P Railroad Surveys. Thence South  $00^{\circ}33'12''$  East along the East boundary of Section 17 a distance of 2,618.12 feet; Thence West 997.02 feet to a found iron pin marking the "Point of Beginning";

Thence West 332.34 feet to a set iron pin;

Thence North  $00^{\circ}33'12''$  West a distance of 654.53 feet to a set iron pin;

Thence East 332.34 feet to a set iron pin;

Thence South  $00^{\circ}33'12''$  East a distance of 654.53 feet to the "Point of Beginning" and containing in all 217,516.53 square feet or 4.994 acres of land more or less.



*Manuel Calderon*  
Manuel Calderon  
Registered Professional Land Surveyor No. 2564  
Calderon Engineering

897-1  
RRSurvey

EXHIBIT A

POOR QUALITY COPY  
BEST AVAILABLE FILM

ENGINEERING • PLANNING • SURVEYING

**OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**

Issued by

**FIRST AMERICAN TITLE GUARANTY COMPANY**

**SCHEDULE B**

File No.: **241821-RS**

Policy No.: **5825548-0112718e**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. ~~The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - (a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - (b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - (c) to filled-in lands, or artificial islands, or
  - (d) to statutory water rights, including riparian rights, or
  - (e) to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year **2025**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception):.

- (a) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- (b) Rights of parties in possession.
- (c) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.

- (d) Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- (e) Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved, or conveyed by predecessors in title to TXL OIL CORPORATION in Volume 1212, Page 143; and transferred to TEXACO, INC., in Volume 1667, Page 261, Real Property Records, El Paso County, Texas. (PARCELS 1 & 2)
- (f) Title to all oil, gas and minerals of every kind and character not previously conveyed in, on or under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved, or conveyed by predecessors in title to T & P LAND TRUST in Volume 1294, Page 437, Real Property Records, El Paso County, Texas. (PARCELS 1 & 2)
- (g) Reservation of a 20 foot wide easement along the north, south, east and west sides of this property for public roads, as originally set out in Volume 476, Page 69, Real Property Records, El Paso County, Texas. (PARCEL 1)

- (h) **Reservation of a 20 foot wide easement along the north, south, east and west sides of this property for public roads, as originally set out in Volume 484, Page 684, Real Property Records, El Paso County, Texas. (PARCEL 2)**
- (i) **This property lies within the taxing jurisdiction and authority of the EL PASO COUNTY WATER AUTHORITY n/k/a HORIZON REGIONAL MUNICIPAL WATER DISTRICT (M.U.D.), as referred to in Volume 4778, Page 1329 (PARCELS 1 & 2); under Clerk's File No. 20240081798 (PARCEL 1); and under Clerk's File No. 20240081799 (PARCEL 2), Real Property Records, El Paso County, Texas. (PARCELS 1 & 2)**
- (j) **Terms and conditions of a Drainage Easement Agreement by and between FRANK AND ROBERTA CORDOVA and EL PASO C & D RECYCLING, dated March 28, 2010 and filed April 8, 2010, under Clerk's File No. 20100022514, Real Property Records, El Paso County, Texas. (PARCEL 1)**
- (k) **NOTE: The company if prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.**

Countersigned  
WestStar Title, LLC

By Laura K Evans





## **Attachment Six**

### **Signatory Authority Delegation**

**ATTACHMENT # 6**

**UP DATED SIGNATURE AUTHORITY DELEGATION**

## Signature Page

### Site Operator or Authorized Signatory

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.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Operator or Principal Executive Officer Designation of Authorized Signatory

*To be completed by the operator if the application is signed by an authorized representative for the operator.*

I hereby designate \_\_\_\_\_ as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

Operator or Principal Executive Officer Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Notary

SUBSCRIBED AND SWORN to before me by the said \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

My commission expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Texas

Note: Application Must Bear Signature and Seal of Notary Public



**Attachment 7**

**Copy of payment**

**ATTACHMENT # 7**

**FEE PAYMENT RECEIPT**

**ATTACHMENT # 8**

**Existing Permit w/applicable changes;**

**Name of Facility Site & Change in ownership of the registrant.**



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

REGISTRATION FOR MUNICIPAL  
SOLID WASTE (MSW) MANAGEMENT SITE  
Issued under provisions of Texas  
Health & Safety Code  
Chapter 361

MSW Registration No.: 40237

Name of Registrant/Site Operator: ~~Saguaro Corporation~~ Mr. Edgar Torres

Property Owner: ~~Saguaro Corporation~~ Mr. Edgar Torres.

Facility Name: ~~El Paso C&D Recycling Plant~~ EPX Recycling LLC

Facility Address: 12520 E. Pellicano Drive  
El Paso, El Paso County, Texas 79928

Classification of Site: Type 5RR

The registrant is authorized to store and process wastes and to recycle recovered materials in accordance with the limitations, requirements, and other conditions set forth herein. This registration is granted subject to the rules and Orders of the Commission and laws of the State of Texas. Nothing in this registration exempts the registrant from compliance with other applicable rules and regulations of the Texas Commission on Environmental Quality. This registration will be valid until canceled, amended, or revoked by the Commission.

APPROVED, ISSUED AND EFFECTIVE in accordance with the Texas Health & Safety Code Chapter 361 and Title 30 Texas Administrative Code (30 TAC) Chapter 330.

ISSUED DATE: JAN 22 2010

  
For the Commission

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~~Saguaro Corporation~~  
~~El Paso C&D Recycling Plant~~  
MSW Registration No. 40237

EPX Recycling LLC

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**I. Size and Location of Facility**

- EPX Recycling LLC*
- A. The ~~El Paso C&D Recycling~~ Plant is located 12520 E. Pellicano Drive, El Paso, El Paso County, Texas. The facility contains 5.0 acres. A facility layout map is contained in Attachment A.
- B. The legal description is contained in Attachment A as Figure I.D-2 of the application and in Attachment B.
- C. Coordinates and Elevation of Site Permanent Benchmark:
- Latitude: 31° 43' 18.07" N  
Longitude: 106° 15' 17.16" W  
Benchmark Elevation: 4,000 feet above Mean Sea Level

**II. Facility Units and Operations Authorized**

**A. Days and Hours of Operation**

This facility is authorized to accept waste between 7:00 am to 7:00 pm, Monday through Friday, and 7:00 am to 12:00 pm on Saturday. The operating hours will be 5:00 am to 9:00 pm for operating heavy equipment and for transporting materials, Monday through Friday, and 7:00 am to 12:00 pm on Saturday. The operator shall post the actual operating hours on the site sign.

**B. Wastes Authorized at this Facility**

The registrant is authorized to store and process construction and demolition waste consisting of concrete and mixed rubble, brick, structural clay products, masonry, wood and wood chips, drywall and gypsum, cardboard, metals, plastics, asphalt roofing, and glass.

**C. Wastes Prohibited at This Facility**

This registration does not authorize receipt of any liquid waste or solid waste from other sources.

**D. Waste Acceptance Rate**

Solid waste may be accepted for processing at this facility at a rate of up to 494 tons-per-day or 4925 tons per month.

E. Maximum Volume Available for Storage

Total available waste storage capacity of facility units is 840 tons. Unprocessed waste materials will be stored on average for eight-hours. Non-recyclable wastes will be stored a maximum of one day prior to being sent off-site to an authorized facility. Processed recyclable materials may be stored for a maximum of four months.

F. Facility Units Authorized

The registrant is authorized to operate the following units related to the processing and storage of the wastes authorized, and related to the recycling of the recovered materials, which shall include units, structures, appurtenances, or improvements as described in registration application.

1. Unsorted storage pile area.
2. Sorted storage pile area.
3. Trailer storage area.
4. Wood and wood chip pile area.
5. Sorting equipment consisting of three screening systems, three conveyors, and two picking lines.

G. Changes, Additions, or Expansions

Any proposed facility changes must be authorized in accordance with TCEQ rules in 30 TAC Chapter 330 Municipal Solid Waste and 30 TAC Chapter 305 Consolidated Permits.

**III. Facility Design, Construction, and Operation**

- A. Facility design, construction, and operation must comply with this registration, the registration application as incorporated by reference in Attachment C, and the regulations in 30 TAC Chapter 330.
- B. The entire waste management facility shall be designed, constructed, operated, and maintained to prevent the release and migration of any waste, contaminant, or pollutant, and to prevent inundation or discharge from the areas surrounding the facility components. This facility will collect spills and incidental precipitation in such a manner as to preclude the release of any contaminated runoff or spills and prevent washout of any waste.
- C. The site shall be designed and operated so as not to cause a violation of:

1. the requirements of the Texas Water Code, §26.121;
  2. any requirements of the Federal Clean Water Act, including, but not limited to, the National Pollutant Discharge Elimination System (NPDES) requirements, §402 as amended; or Texas Pollutant Discharge Elimination System requirements;
  3. the requirements under the Federal Clean Water Act, §404, as amended; and
  4. any requirement of an area wide or statewide water quality management plan that has been approved under the Federal Clean Water Act, §208 or §319, as amended.
- D. All facility employees and other persons involved in facility operations shall be qualified, trained, and experienced to perform their duties so as to achieve compliance with this registration. The registrant shall further ensure that personnel are familiar with safety procedures, contingency plans, the requirements of the Commission's rules, and this registration, commensurate with their levels and positions of authority.

#### **IV. Facility Closure**

A. Closure shall commence:

1. Upon direction by the Executive Director of the TCEQ for failure to comply with the terms and conditions of this registration or violation of State or Federal regulations.

The Executive Director is authorized to issue emergency orders to the registrant in accordance with §§5.501 and 5.512 of the Texas Water Code regarding this matter after considering whether an emergency requiring immediate action to protect the public health and safety exists;

2. Upon abandonment of the site;
3. Upon direction of the Executive Director for failure to secure and maintain adequate financial assurance as required; or
4. Upon registrant's notification to the TCEQ that the facility will no longer operate.

B. Closure Requirements

1. Closure shall be conducted in accordance with the approved closure plan. As stated in the plan, the registrant will remove all waste and waste residues.
2. Closure of the facility must be completed within 180 days following the final acceptance of materials unless otherwise directed or approved in writing by the executive director.

3. Upon completion of all closure activities, the registrant will submit a certification, signed and sealed by a licensed professional engineer, verifying that final facility closure has been completed in accordance with the approved closure plan and this registration. The submittal to the executive director shall include all applicable documentation necessary for certification of final facility closure and a request for voluntary revocation of the facility registration.

**V. Financial Assurance**

- A. General. Authorization to operate the facility is contingent upon maintenance of financial assurance in accordance with 30 TAC Chapter 330 Subchapter L and 30 TAC Chapter 37.
- B. Financial Assurance Amount. Within 60 days after the date of registration issuance or prior to the initial receipt of waste, the registrant shall provide financial assurance instrument(s) for third party closure in an amount equal to but not less than \$23,000 in 2009 dollars.
- C. Annual Inflation Adjustment. The owner or operator shall annually adjust the dollar amount of the financial assurance for inflation within 60 days prior to the anniversary date of the registration pursuant to 30 TAC Chapter 37 Subchapter B.
- D. Financial Assurance Modifications. If facility operations are modified in such a way as to affect the cost estimate for final facility closure by a third party, or if there is a change to the financial assurance instrument(s); the registrant shall provide new cost estimates in current dollars, which meet the requirements 30 TAC Chapter 37 and 30 TAC Chapter 330, Subchapter L. Modifications shall be made pursuant to 30 TAC §305.70. The amount of the financial assurance mechanism shall be adjusted within 20 days after the modification is approved. Adjustments to the cost estimates or financial assurance instrument to comply with any financial assurance regulation that is adopted by the TCEQ subsequent to the issuance of this registration, shall be initiated as a modification within 30 days after the effective date of the new regulation.

**VI. Standard Registration Conditions**

- A. This registration is based on and the operator shall follow the registration application submittals dated September 22, 2009 and revised December 2, 2009 and December 18, 2009. These application submittals are hereby approved subject to the terms of this registration, the rules and regulations, and any orders of the TCEQ. These application materials are incorporated into this permit by reference in Attachment C as if fully set out herein. Any and all revisions to these application materials shall become conditions of this registration upon the date of approval by the Commission. The registrant shall maintain the application and all supporting documentation at the facility and make them available for inspection by TCEQ personnel.

- B. Attachment D, consisting of minor amendments, modifications, and corrections to this registration, is hereby made a part of this registration.
- C. The registrant shall comply with all conditions of this registration. Failure to comply with any condition may constitute a violation of the registration, the rules of the Commission, and the Texas Solid Waste Disposal Act; and is grounds for an enforcement action, revocation, or suspension.
- D. Inspection and entry onto the site by authorized personnel shall be allowed during the site operating life.
- E. The provisions of this registration are severable. If any registration provision or the application of any registration provision to any circumstance is held invalid, the remainder of this registration shall not be affected.
- F. Regardless of the specific designs contained in the registration application, the registrant shall be required to meet all performance standards in the registration, the application, or as required by local, State, and Federal laws.
- G. If differences arise between these registration provisions and the application, these registration provisions shall prevail.

**VII. Incorporated Regulatory Requirements**

- A. The registrant shall comply with all applicable Federal, State, and local regulations and shall obtain any and all other required permits prior to the beginning of any operation authorized by this registration.
- B. To the extent applicable to the activities authorized by this registration, the requirements of 30 TAC Chapters 37, 281, 305, and 330, and future revisions are adopted by reference and are hereby made provisions and conditions of this registration.

**VII. Special Registration Provisions**

None.

**IX. List of Attachments**

- A - Facility Layout Map
- B - Legal Description
- C - Registration Application
- D - Minor Amendments, Modifications, and Corrections to MSW Registration No. 40237

Bryan W. Shaw, Ph.D., *Chairman*  
Buddy Garcia, *Commissioner*  
Carlos Rubinstein, *Commissioner*  
Mark R. Vickery, P.G., *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

February 1, 2010

Mr. ~~Sean Gillespie, President~~ *Edgar Torres*  
Saguaro Corporation  
~~P.O. Box 780710~~  
~~Wichita, Kansas 67278~~  
*EPX Recycling LLC*  
Re: ~~El Paso C&D Recycling Plant~~ - El Paso County  
Municipal Solid Waste (MSW) - Registration No. 40237  
Transmittal of Registration  
Tracking No. 12936842; CN603356502/RN105517007

Dear Mr. Gillespie:

Enclosed is a copy of the above-referenced registration for a municipal solid waste facility issued pursuant to Chapter 361 of the Texas Health & Safety Code. The documents dated September 22, 2009 and received on September 24, 2009 and the revisions dated December 2, 2009 and received December 7, 2009, dated December 18, 2009 and received December 21, 2009 to support the registration application shall be considered a part of this registration and shall be considered as requirements of this registration.

If you have any questions, please contact Mr. Wayne Harry of the Municipal Solid Waste Permits Section at (512) 239-6619. When addressing written correspondence, please use mail code MC 124.

This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality.

Sincerely,

A handwritten signature in cursive script that reads "Earl Lott".

Earl Lott, Director  
Waste Permits Division  
Office of Permitting and Registration

EL/WRH/sm

cc: Ms. Elizabeth Stanko, Source Environmental Sciences, Inc., Houston TX

Enclosure

Bryan W. Shaw, Ph.D., *Chairman*  
Buddy Garcia, *Commissioner*  
Carlos Rubinstein, *Commissioner*  
Mark R. Vickery, P.G., *Executive Director*

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

February 1, 2010

TO: Persons on the attached mailing list.

RE: ~~El Paso C&D Recycling Plant~~  
Registration No. 40237

EPX Recycling LLC

This letter is your notice that the Texas Commission on Environmental Quality (TCEQ) executive director (ED) has issued final approval of the above-named application. According to 30 Texas Administrative Code (TAC) Section 50.135 the approval became effective on January 22, 2010, the date the ED signed the permit or other approval unless otherwise specified in the permit or other approval. Enclose is a copy of the issued registration.

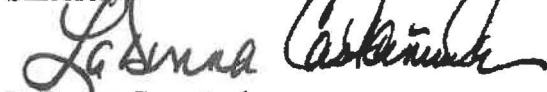
You may file a **motion to overturn** with the chief clerk. A motion to overturn is a request for the commission to review the TCEQ ED's approval of the application. Any motion must explain why the commission should review the TCEQ executive director's action. According to 30 TAC Section 50.139 an action by the ED is not affected by a motion to overturn filed under this section unless expressly ordered by the commission.

A motion to overturn must be received by the chief clerk within 23 days after the date of this letter. An original and 7 copies of a motion must be filed with the chief clerk in person, or by mail to the chief clerk's address on the attached mailing list. On the same day the motion is transmitted to the chief clerk, please provide copies to the applicant, the ED's attorney, and the Public Interest Counsel at the addresses listed on the attached mailing list. If a motion to overturn is not acted on by the commission within 45 days after the date of this letter, then the motion shall be deemed overruled.

You may also request **judicial review** of the ED's approval. According to Texas Water Code Section 5.351 a person affected by the ED's approval must file a petition appealing the ED's approval in Travis County district court within 30 days after the effective date of the approval. Even if you request judicial review, you still must exhaust your administrative remedies, which includes filing a motion to overturn in accordance with the previous paragraphs.

Individual members of the public may seek further information by calling the TCEQ Office of Public Assistance, toll free, at 1-800-687-4040.

Sincerely,



LaDorna Castañuela  
Chief Clerk

LDC/er

MAILING LIST FOR  
El Paso C&D Recycling Plant  
Registration No. 40237

FOR THE APPLICANT:

~~Sean Gillespie, President~~ *MR. Edgar Torres*  
~~Saguaro Corporation~~ *EPX Recycling LLC*  
~~P.O. Box 780710~~ *P.O. Box 961837*  
~~Wichita, Kansas 67278~~ *El Paso, TX*

Elizabeth Stanko  
Source Environmental Sciences, Inc.  
4100 Westheimer, Suite 106  
Houston, Texas 77027

LANDOWNERS/INTERESTED PERSONS:

See attached list.

FOR THE EXECUTIVE DIRECTOR  
via electronic mail:

Guy Henry, Senior Attorney  
Texas Commission on Environmental Quality  
Environmental Law Division MC 173  
P.O. Box 13087  
Austin, Texas 78711-3087

Wayne Harry, Technical Staff  
Texas Commission on Environmental Quality  
Waste Permits Division MC 124  
P.O. Box 13087  
Austin, Texas 78711-3087

FOR OFFICE OF PUBLIC ASSISTANCE  
via electronic mail:

Bridget Bohac, Director  
Texas Commission on Environmental Quality  
Office of Public Assistance MC 108  
P.O. Box 13087  
Austin, Texas 78711-3087

FOR PUBLIC INTEREST COUNSEL  
via electronic mail:

Blas J. Coy, Jr., Attorney  
Texas Commission on Environmental Quality  
Public Interest Counsel MC 103  
P.O. Box 13087  
Austin, Texas 78711-3087

FOR THE CHIEF CLERK  
via electronic mail:

LaDonna Castañuela  
Texas Commission on Environmental Quality  
Office of Chief Clerk MC 105  
P.O. Box 13087  
Austin, Texas 78711-3087