



Administrative Package Cover Page

This file contains the following documents:

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



Portada de Paquete Administrativo

Este archivo contiene los siguientes documentos:

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



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

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

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

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

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

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

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

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

Farco Mining Inc. (CN600861587) operates the Rachal Mine (RN101608446), a fully reclaimed and inactive coal mine. The facility is located at a point Located adjacent to FM1472 at a point approximately 19 miles northwest of the intersection of FM1472 and SH255, and northwest of the city of Laredo, in Laredo, Webb County, Texas 78040. Farco Mining Inc. is requesting a permit renewal to discharge stormwater on an intermittent and flow variable basis from outfalls 001R, 002R, 003R, 004R, 005R, 006R and 007R.

Discharges from the facility are expected to contain settleable solids from. stormwater runoff from rainfall events. Stormwater flows overland through fully revegetated areas, a Best Management Practice, and is treated by deposition in sedimentation ponds prior to discharge.

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

AGUAS RESIDUALES INDUSTRIALES /AGUAS PLUVIALES

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

La Minera Farco Inc. (CN600861587) opera la Mina Rachal (RN101608446), una mina inactiva que fue completamente reclamada. La mina esta ubicada en un punto adyacente a FM1472 en un punto aproximadamente 19 millas al noroeste de la intersección de FM1472 y SH255, y noroeste de la ciudad de Laredo, en el Condado de Webb, Texas 78040. La Minera Farco Inc. está solicitando una renovación de su permiso para descargar aguas pluviales de forma intermitente y con caudal variable desde los desagües 001R, 002R, 003R, 004R, 005R, 006R y 007R.

Se espera que las descargas de la mina contengan sólidos sedimentables provenientes de la escorrentía pluvial causada por lluvia. Las aguas pluviales fluyen superficialmente sobre la tierra, a través de zonas completamente revegetadas, lo cual constituye una Buena Práctica de Gestión, y se tratan mediante su deposición en estanques de sedimentación antes de su descarga.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



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

PERMIT NO. WQ0003229000

APPLICATION. Farco Mining, Inc., 6001 Bollinger Canyon Road, Building C, San Ramon, California 94583, which owns a surface coal mine, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0003229000 (EPA I.D. No. TX0096814) to authorize the discharge of stormwater at an intermittent and flow-variable volume via Outfalls 001R-007R. The facility is located approximately 19 miles northwest of the intersection of Farm-to-Market Road 1472 and State Highway 255, near the city of Laredo, in Webb County, Texas 78040. The discharge route is from the plant site via Outfall 001R to an unnamed tributary of Espada Creek; thence to a pond; thence to an unnamed tributary of Espada Creek; thence to Espada Creek; thence to Rio Grande Below Amistad Reservoir; and via Outfalls 002R-007R to unnamed tributaries of Pinto Creek; thence to Pinto Creek; thence to Espada Creek; thence to Rio Grande Below Amistad Reservoir. TCEQ received this application on April 14, 2025. The permit application will be available for viewing and copying at Webb County Planning Department, Suite 302, 1110 Washington Street, Laredo, in Webb County, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-99.853055,27.941666&level=18>

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at:

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

El aviso de idioma alternativo en español está disponible en

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

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

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

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

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

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

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

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

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

If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

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

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

Further information may also be obtained from Farco Mining, Inc. at the address stated above or by calling Mr. Cameron Twing, P.E., Trihydro Corporation, at 307-745-7474.

Issuance Date: April 29, 2025

Comisión de Calidad Ambiental del Estado de Texas



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

PERMISO NO. WQ0003229000

SOLICITUD. Farco Mining, Inc., cuya dirección es 6001 Carretera Bollinger Canyon, Edificio C, San Ramon, California 94583, quien es dueño de una mina de carbon en la superficie, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0003229000 (EPA I.D. No. TX0096814) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga intermitente de aguas pluviales (escorrentia) con flujo promedio variable mediante el Desagüe 001R-007R. La mina está ubicada aproximadamente 19 millas al noroeste de la intersección de la Carretera Farm-to-Market 1472 y la Autopista Estatal 255, cerca de la Ciudad de Laredo, en el Condado de Webb, Texas 78040. La ruta de descarga es del sitio de la mina mediante el Desagüe 001R hasta una tributaria sin nombre del Arroyo Espada; de allí a un estanque natural; de allí a otra tributaria sin nombre del Arroyo Espada, de allí hasta el Arroyo Espada; de allí hasta el Rio Grande debajo del Embalse Amistad. La TCEQ recibió esta solicitud el 14 de abril del 2025. La solicitud para el permiso estará disponible para leerla y copiarla en el Departamento de Planificación del Condado de Webb, Suite 302, 1110 Calle Washington, Laredo, Condado de Webb, Texas, antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-99.853055,27.941666&level=18>

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

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

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

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud.** Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

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

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.** Si ciertos criterios se cumplen, la TCEQ

puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.

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

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

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

También se puede obtener información adicional de Farco Mining, Inc. a la dirección indicada arriba o llamando al Señor Cameron Twing, P.E., con Trihydro Corporation, al 307-745-7474.

Fecha de emisión: April 29, 2025



April 14, 2025

Executive Director
Applications Review and Processing Team, MC-148
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, TX 78753

RE: Farco Mining, Inc.
Renewal application for Rachal Mine TPDES Permit

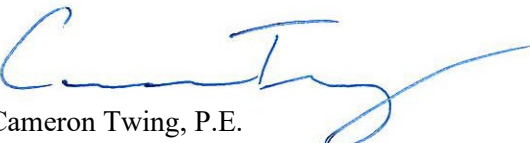
Dear Sir or Madam:

On behalf of Farco Mining, Inc. (Farco), Trihydro Corporation (Trihydro) is submitting the enclosed original of a renewal application for the Rachal Mine TPDES permit no. WQ0003229000. Also, a complete PDF of the application has been uploaded to the TCEQ secured FTP site and shared with WQDeCopy@tceq.texas.gov.

The Rachal Mine, located in Webb County Texas, is a reclaimed and unstaffed post-mining surface coal mine. The current permit was issued October 12, 2020, and will expire at midnight on October 12, 2025. An application fee check and payment form are being sent under separate cover to the Cashier's Office, MC-214 at the Financial Administration Division.

If you have any questions regarding this request, please contact me at (307) 745-7474 or ctwing@trihydro.com.

Sincerely,
Trihydro Corporation



Cameron Twing, P.E.
Project Manager

CHEVR-023-0009

pdfc: Jeff Schoenbacher, Chevron EMC

enclosure



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY INDUSTRIAL WASTEWATER PERMIT APPLICATION CHECKLIST

Complete and submit this checklist with the industrial wastewater permit application.

APPLICANT NAME: Farco Mining Inc

PERMIT NUMBER (If new, leave blank): WQ00 03229000

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

	Y	N		Y	N
Administrative Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 8.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Administrative Report 1.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worksheet 9.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SPIF	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 10.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Core Data Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Summary of Application (PLS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Involvement Plan Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worksheet 11.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Technical Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original USGS Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 2.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Affected Landowners Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landowner Disk or Labels	<input type="checkbox"/>	<input type="checkbox"/>
Worksheet 3.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Flow Diagram	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 3.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Drawing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 3.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original Photographs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 4.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 4.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solids Management Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 5.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Balance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 6.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 7.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

For TCEQ Use Only

Segment Number _____ County _____

Expiration Date _____ Region _____

Permit Number _____



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION

ADMINISTRATIVE REPORT 1.0

This report is required for all applications for TPDES permits and TLAPs, except applications for oil and gas extraction operations subject to 40 CFR Part 435. Contact the Applications Review and Processing Team at 512-239-4671 with any questions about completing this report.

Applications for oil and gas extraction operations subject to 40 CFR Part 435 must use Oil and Gas Exploration and Production Administrative Report ([TCEQ Form-20893 and 20893-inst¹](#)).

Item 1. Application Information and Fees (Instructions, Page 26)

- a. Complete each field with the requested information, if applicable.

Applicant Name: FARCO MINING INC

Permit No.: WQ0003229000

EPA ID No.: TX000096814

Expiration Date: OCTOBER 12, 2025

- b. Check the box next to the appropriate authorization type.

☐ Industrial Wastewater (wastewater and stormwater)

☒ Industrial Stormwater (stormwater only)

☐ Reverse Osmosis Water Treatment (reverse osmosis water treatment wastewaters only)

- c. Check the box next to the appropriate facility status.

☐ Active

☒ Inactive

- d. Check the box next to the appropriate permit type.

☒ TPDES Permit

☐ TLAP

☐ TPDES with TLAP component

- e. Check the box next to the appropriate application type.

☐ New

☐ Renewal with changes

☒ Renewal without changes

☐ Major amendment with renewal

☐ Major amendment without renewal

☐ Minor amendment without renewal

☐ Minor modification without renewal

- f. If applying for an amendment or modification, describe the request: N/A

For TCEQ Use Only

Segment Number _____ County _____

Expiration Date _____ Region _____

Permit Number _____

¹ https://www.tceq.texas.gov/publications/search_forms.html

g. Application Fee

EPA Classification	New	Major Amend. (with or without renewal)	Renewal (with or without changes)	Minor Amend. / Minor Mod. (without renewal)
Minor facility not subject to EPA categorical effluent guidelines (40 CFR Parts 400-471)	<input type="checkbox"/> \$350	<input type="checkbox"/> \$350	<input type="checkbox"/> \$315	<input type="checkbox"/> \$150
Minor facility subject to EPA categorical effluent guidelines (40 CFR Parts 400-471)	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,250	<input checked="" type="checkbox"/> \$1,215	<input type="checkbox"/> \$150
Major facility	N/A ²	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$2,015	<input type="checkbox"/> \$450

h. Payment Information

Mailed

Check or money order No.: 71917

Check or money order amt.: \$1,215

Named printed on check or money order: Trihydro Corporation

Epay

Voucher number: Click to enter text.

Copy of voucher attachment: Click to enter text.

Item 2. Applicant Information (Instructions, Pages 26)

a. Customer Number, if applicant is an existing customer: CN600861587

Note: Locate the customer number using the [TCEQ's Central Registry Customer Search](#)³.

b. Legal name of the entity (applicant) applying for this permit: FARCO MINING INC

Note: The owner of the facility must apply for the permit. The legal name must be spelled exactly as filed with the TX SOS, Texas Comptroller of Public Accounts, County, or in the legal documents forming the entity.

c. Name and title of the person signing the application. (**Note:** The person must be an executive official that meets signatory requirements in 30 TAC § 305.44.)

Prefix: MR Full Name (Last/First Name): SAYNAY JAMES

Title: PRESIDENT FARCO MINING INC Credential: Click to enter text.

d. Will the applicant have overall financial responsibility for the facility?

☒ Yes ☐ No

² All facilities are designated as minors until formally classified as a major by EPA.

³ <https://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

Note: The entity with overall financial responsibility for the facility must apply as a co-applicant, if not the facility owner.

Item 3. Co-applicant Information (Instructions, Page 27)

☒ Check this box if there is no co-applicant.; otherwise, complete the below questions.

a. Legal name of the entity (co-applicant) applying for this permit: [Click to enter text.](#)

Note: The legal name must be spelled exactly as filed with the TX SOS, Texas Comptroller of Public Accounts, County, or in the legal documents forming the entity.

b. Customer Number (if applicant is an existing customer): [CNClick to enter text.](#)

Note: Locate the customer number using the TCEQ's Central Registry Customer Search.

c. Name and title of the person signing the application. (**Note:** The person must be an executive official that meets signatory requirements in 30 TAC § 305.44.)

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

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

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

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

d. Will the co-applicant have overall financial responsibility for the facility?

☐ Yes ☐ No

Note: The entity with overall financial responsibility for the facility must apply as a co-applicant, if not the facility owner.

Item 4. Core Data Form (Instructions, Pages 27)

a. Complete and attach one Core Data Form (TCEQ Form 10400) for each customer (applicant and co-applicant(s)). If the customer type selected on the Core Data Form is Individual, complete Attachment 1 of the Administrative Report. Attachment: [Attachment 1](#)

Item 5. Application Contact Information (Instructions, Page 27)

Provide names of two individuals who can be contacted about this application. Indicate if the individual can be contacted about administrative or technical information, or both.

a. ☒ Administrative Contact ☐ Technical Contact

Prefix: MR Full Name (Last/First Name): LINSE STEVE

Title: MINE PERMITTING AND RECLAMATION TEAM LEADER Credential: PE Wyoming and Colorado

Organization Name: TRIHEDRO CORPORATION

Mailing Address: 1252 COMMERCE DR

City/State/Zip: LARAMIE WY 82070

Phone No: 307-745-7474

Email: SLINSE@TRIHEDRO.COM

b. ☒ Administrative Contact ☒ Technical Contact

Prefix: MR Full Name (Last/First Name): TWING CAMERON

Title: SENIOR ENGINEER Credential: PE

Organization Name: TRIHEDRO CORPORATION

Mailing Address: 1252 COMMERCE DR

City/State/Zip: LARAMIE WY 82070

Phone No: 307-745-7474

Email: CTWING@TRIHYDRO.COM

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

Item 6. Permit Contact Information (Instructions, Page 28)

Provide two names of individuals that can be contacted throughout the permit term.

a. Prefix: MR Full Name (Last/First Name): LINSE STEVE

Title: MINING & MINERAL SERVICES TEAM LEADER Credential: PE

Organization Name: TRIHYDRO CORPORATION

Mailing Address: 1252 COMMERCE DR

City/State/Zip: LARAMIE WY 82070

Phone No: 307-745-7474

Email: SLINSE@TRIHYDRO.COM

b. Prefix: MR Full Name (Last/First Name): TWING CAMERON

Title: SENIOR ENGINEER Credential: PE

Organization Name: TRIHYDRO CORPORATION

Mailing Address: 1252 COMMERCE DR

City/State/Zip: LARAMIE WY 82070

Phone No: 307-745-7474

Email: CTWING@TRIHYDRO.COM

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

Item 7. Billing Contact Information (Instructions, Page 28)

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

Provide the complete mailing address where the annual fee invoice should be mailed and the name and phone number of the permittee's representative responsible for payment of the invoice.

Prefix: MR Full Name (Last/First Name): TWING CAMERON

Title: SENIOR ENGINEER Credential: PE

Organization Name: TRIHYDRO CORPORATION

Mailing Address: 1252 COMMERCE DR

City/State/Zip: LARAMIE WY 82070

Phone No: 307-745-7474

Email: CTWING@TRIHYDRO.COM

Item 8. DMR/MER Contact Information (Instructions, Page 28)

Provide the name and mailing address of the person delegated to receive and submit DMRs or MERs. **Note:** DMR data must be submitted through the NetDMR system. An electronic reporting account can be established once the facility has obtained the permit number.

Prefix: MR Full Name (Last/First Name): SCHOENBACHER JEFF

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

Organization Name: CHEVRON ENVIRONMENTAL MANAGEMENT CO

Mailing Address: PO BOX 469

City/State/Zip: QUESTA NM 87556

Item 9. Notice Information (Instructions, Pages 28)**a. Individual Publishing the Notices**Prefix: MS Full Name (Last/First Name): ROSOL TERRITitle: PROJECT SCIENTIST Credential: Click to enter text.Organization Name: TRIHYDRO CORPORATIONMailing Address: 1252 COMMERCE DRCity/State/Zip: LARAMIE WY 82070Phone No: 307-745-7474Email: TROSOL@TRIHYDRO.COM**b. Method for Receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package (only for NORI, NAPD will be sent via regular mail)**☒ E-mail: TROSOL@TRIHYDRO.COM☐ Fax: Click to enter text.☐ Regular Mail (USPS)Mailing Address: Click to enter text.City/State/Zip Code: Click to enter text.**c. Contact in the Notice**Prefix: TWINGFull Name (Last/First Name): CAMERONTitle: SENIOR ENGINEERCredential: PEOrganization Name: TRIHYDRO CORPORATIONPhone No: 307-745-7474Email: CTWING@TRIHYDRO.COM**d. Public Viewing Location Information****Note:** If the facility or outfall is located in more than one county, provide a public viewing place for each county.Public building name: WEBB COUNTY PLANNING DEPARTMENT Location within the building: SUITE 302Physical Address of Building: 1110 WASHINGTON STCity: LAREDO County: WEBB COUNTY**e. Bilingual Notice Requirements**

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

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

Call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine if an alternative language notice(s) is required.

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

☒ Yes ☐ No

If no, publication of an alternative language notice is not required; skip to Item 8 (Regulated Entity and Permitted Site Information.)

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

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☐ No ☒ N/A

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

- f. Summary of Application in Plain Language Template – Complete and attach the Summary of Application in Plain Language Template (TCEQ Form 20972), also known as the plain language summary or PLS. Attachment: Attachment 2
- g. Complete and attach one Public Involvement Plan (PIP) Form (TCEQ Form 20960) for each application for a new permit or major amendment. Attachment: N/A

Item 10. Regulated Entity and Permitted Site Information (Instructions Page 29)

- a. TCEQ issued Regulated Entity Number (RN), if available: RN101608446

Note: If your business site is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search the TCEQ's Central Registry to determine the RN or to see if the larger site may already be registered as a Regulated Entity. If the site is found, provide the assigned RN.

- b. Name of project or site (name known by the community where located): RACHAL MINE

- c. Is the location address of the facility in the existing permit the same?

☒ Yes ☐ No ☐ N/A (new permit)

Note: If the facility is located in Bexar, Comal, Hays, Kinney, Medina, Travis, Uvalde, or Williamson County, additional information concerning protection of the Edwards Aquifer may be required.

- d. Owner of treatment facility:

Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.

or Organization Name: FARCO MINING INC

Mailing Address: 6001 BOLLINGER CANYON RD BUILDING C City/State/Zip: SAN RAMON CA 94583

Phone No: 575-586-7537 Email: Click to enter text.

- e. Ownership of facility: ☐ Public ☒ Private ☐ Both ☐ Federal

- f. Owner of land where treatment facility is or will be: GALVAN RANCH LTD
 Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.
 or Organization Name: GALVAN RANCH LTD
 Mailing Address: PO BOX 55287 City/State/Zip: HOUSTON TX 77255-5287
 Phone No: Click to enter text. Email: Click to enter text.
Note: If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years (In some cases, a lease may not suffice - see instructions). Attachment: Attachment 3
- g. Owner of effluent TLAP disposal site (if applicable): N/A
 Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.
 or Organization Name: Click to enter text.
 Mailing Address: Click to enter text. City/State/Zip: Click to enter text.
 Phone No: Click to enter text. Email: Click to enter text.
Note: If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years. Attachment: Click to enter text.
- h. Owner of sewage sludge disposal site (if applicable): N/A
 Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.
 or Organization Name: Click to enter text.
 Mailing Address: Click to enter text. City/State/Zip: Click to enter text.
 Phone No: Click to enter text. Email: Click to enter text.
Note: If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years. Attachment: Click to enter text.

Item 11. TDPES Discharge/TLAP Disposal Information (Instructions, Page 31)

- a. Is the facility located on or does the treated effluent cross Native American Land?
☐ Yes ☒ No
- b. Attach an original full size USGS Topographic Map (or an 8.5"×11" reproduced portion for renewal or amendment applications) with all required information. Check the box next to each item below to confirm it has been included on the map.
- | | |
|---|--|
| <input checked="" type="checkbox"/> One-mile radius | <input checked="" type="checkbox"/> Three-miles downstream information |
| <input checked="" type="checkbox"/> Applicant's property boundaries | <input type="checkbox"/> Treatment facility boundaries |
| <input checked="" type="checkbox"/> Labeled point(s) of discharge | <input checked="" type="checkbox"/> Highlighted discharge route(s) |
| <input type="checkbox"/> Effluent disposal site boundaries | <input checked="" type="checkbox"/> All wastewater ponds |
| <input type="checkbox"/> Sewage sludge disposal site | <input type="checkbox"/> New and future construction |
- Attachment: Attachment 4

c. Is the location of the sewage sludge disposal site in the existing permit accurate?

☐ Yes ☐ No or New Permit N/A

If no, or a new application, provide an accurate location description: [Click to enter text.](#)

d. Are the point(s) of discharge in the existing permit correct?

☒ Yes ☐ No or New Permit

If no, or a new application, provide an accurate location description: [Click to enter text.](#)

e. Are the discharge route(s) in the existing permit correct?

☒ Yes ☐ No or New Permit

If no, or a new permit, provide an accurate description of the discharge route: [Click to enter text.](#)

f. City nearest the outfall(s): LAREDO

g. County in which the outfalls(s) is/are located: WEBB COUNTY

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

☐ Yes ☒ No

If yes, indicate by a check mark if: ☐ Authorization granted ☐ Authorization pending

For new and amendment applications, attach copies of letters that show proof of contact and provide the approval letter upon receipt. Attachment: [Click to enter text.](#)

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

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

☐ Yes ☐ No or New Permit ☐ N/A

If no, or a new application, provide an accurate location description: [Click to enter text.](#)

j. City nearest the disposal site: N/A

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

l. For TLAPs, describe how effluent is/will be routed from the treatment facility to the disposal site: N/A

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

Item 12. Miscellaneous Information (Instructions, Page 33)

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

☐ Yes ☒ No

If yes, list each person: [Click to enter text.](#)

- b. Do you owe any fees to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

Account no.: [Click to enter text.](#)

Total amount due: [Click to enter text.](#)

- c. Do you owe any penalties to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

Enforcement order no.: [Click to enter text.](#)

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

Item 13. Signature Page (Instructions, Page 33)

Permit No: WQ0003229000

Applicant Name: FARCO MINING INC

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

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

Signatory name (typed or printed): JAMES SAYNAY

Signatory title: VICE PRESIDENT FARCO MINING INC

Signature: _____

(Use blue ink)

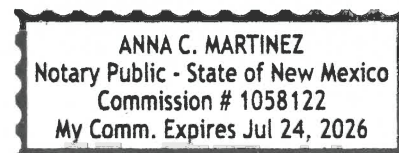
Date: 03-April-2025

Subscribed and Sworn to before me by the said James Saynay
on this 3rd day of April, 2025.

My commission expires on the 24th day of July, 2026.

Anna C. Martinez
Notary Public

[SEAL]



Taos
County, New Mexico

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

INDUSTRIAL WASTEWATER PERMIT APPLICATION

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

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

Attachment: Attachment 5

WATER QUALITY PERMIT

PAYMENT SUBMITTAL FORM

Use this form to submit the Application Fee, if mailing the payment. (Instructions, Page 36-37)

- Complete items 1 through 5 below.
- Staple the check or money order in the space provided at the bottom of this document.
- Do not mail this form with the application form.
- Do not mail this form to the same address as the application.
- Do not submit a copy of the application with this form as it could cause duplicate permit entries.

Mail this form and the check or money order to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, Texas 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, Texas 78753

Fee Code: WQP **Permit No: WQ0003229000**

1. Check or Money Order Number: 71917
2. Check or Money Order Amount: \$1,215.00
3. Date of Check or Money Order: March 20, 2025
4. Name on Check or Money Order: Trihydro Corporation
5. APPLICATION INFORMATION

Name of Project or Site: Rachal Mine

Physical Address of Project or Site: Located adjacent to FM1472 at a point approximately 34 miles northwest of the intersection of FM1472 and FM3338, and northwest of the city of Laredo, TX.

If the check is for more than one application, attach a list which includes the name of each Project or Site (RE) and Physical Address, exactly as provided on the application.

Attachment: N/A

Staple Check or Money Order in This Space

INDUSTRIAL WASTEWATER PERMIT APPLICATION CHECKLIST OF COMMON DEFICIENCIES

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

- ☒ Core Data Form (TCEQ Form No. 10400)
*(Required for all applications types. Must be completed in its entirety and signed.
Note: Form may be signed by applicant representative.)*
- ☒ Correct and Current Industrial Wastewater Permit Application Forms
(TCEQ Form Nos. 10055 and 10411. Version dated 5/10/2019 or later.)
- ☒ Water Quality Permit Payment Submittal Form (Page 14)
(Original payment sent to TCEQ Revenue Section. See instructions for mailing address.)
- ☒ 7.5 Minute USGS Quadrangle Topographic Map Attached
*(Full-size map if seeking "New" permit.
8 ½ x 11 acceptable for Renewals and Amendments.)*
- ☐ N/A ☒ Current/Non-Expired, Executed Lease Agreement or Easement Attached
- ☒ N/A ☐ Landowners Map
(See instructions for landowner requirements.)

Things to Know:

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

- ☒ N/A ☐ Landowners Labels and Cross Reference List
(See instructions for landowner requirements.)
- ☒ Electronic Application Submittal
(See application submittal requirements on page 23 of the instructions.)
- ☒ Original signature per 30 TAC § 305.44 – Blue Ink Preferred
*(If signature page is not signed by an elected official or principle executive officer,
a copy of signature authority/delegation letter must be attached.)*

☒ Summary of Application (in Plain Language)



The TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION

TECHNICAL REPORT 1.0

The following information **is required** for all applications for a TLAP or an individual TPDES discharge permit.

For **additional information** or clarification on the requested information, please refer to the [Instructions for Completing the Industrial Wastewater Permit Application](#)¹ available on the TCEQ website. Please contact the Industrial Permits Team at 512-239-4671 with any questions about this form.

If more than one outfall is included in the application, provide applicable information for each individual outfall. **If an item does not apply to the facility, enter N/A** to indicate that the item has been considered. Include separate reports or additional sheets as **clearly cross-referenced attachments** and provide the attachment number in the space provided for the item the attachment addresses.

NOTE: This application is for an industrial wastewater permit only. Additional authorizations from the TCEQ Waste Permits Division or the TCEQ Air Permits Division may be needed.

Item 1. Facility/Site Information (Instructions, Page 39)

- a. Describe the general nature of the business and type(s) of industrial and commercial activities. Include all applicable SIC codes (up to 4).

The Rachal Mine is a fully reclaimed and vegetated surface coal mine under SIC code 12211 and NAICS code 21211. The site is unstaffed with the only activities being routine inspections, quarterly water monitoring, vegetation assessments, general husbandry activities and routine site maintenance. All equipment utilized for these activities is stored and maintained off-site.

- b. Describe all wastewater-generating processes at the facility.

100 percent non-process, stormwater runoff travels through vegetated areas and deposits any sediment load into sediment control ponds which are sampled and discharged as required for routine maintenance. Stormwater discharges from rainfall events occur infrequently, as the site receives an average rainfall of less than 26 inches per year. There are no treatment plants, wells or sewers on or near the property.

https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html

- c. Provide a list of raw materials, major intermediates, and final products handled at the facility.

Materials List

Raw Materials	Intermediate Products	Final Products
N/A	N/A	N/A

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

- d. Attach a facility map (drawn to scale) with the following information:

- Production areas, maintenance areas, materials-handling areas, waste-disposal areas, and water intake structures.
- The location of each unit of the WWTP including the location of wastewater collection sumps, impoundments, outfalls, and sampling points, if significantly different from outfall locations.

Attachment: [Attachment 6, Site Map](#)

- e. Is this a new permit application for an existing facility?

☐ Yes ☒ No

If **yes**, provide background discussion: [Click to enter text.](#)

- f. Is/will the treatment facility/disposal site be located above the 100-year frequency flood level.

☐ Yes ☒ No

List source(s) used to determine 100-year frequency flood plain: [FEMA flood plain map 48479C0500C](#)

If **no**, provide the elevation of the 100-year frequency flood plain and describe what protective measures are used/proposed to prevent flooding (including tail water and rainfall run-on controls) of the treatment facility and disposal area: [Flood plain elevation has not been determined by FEMA. Damage or impacts to sediment pond embankments after a 100-year storm will be evaluated and repaired as necessary.](#)

Attachment: [N/A](#)

- g. For **new** or **major amendment** permit applications, will any construction operations result in a discharge of fill material into a water in the state?

☐ Yes ☐ No ☒ N/A (renewal only)

- h. If **yes** to Item 1.g, has the applicant applied for a USACE CWA Chapter 404 Dredge and Fill permit?

☐ Yes ☐ No

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

If **no**, provide an approximate date of application submittal to the USACE: [Click to enter text.](#)

Item 2. Treatment System (Instructions, Page 40)

- a. List any physical, chemical, or biological treatment process(es) used/proposed to treat wastewater at this facility. Include a description of each treatment process, starting with initial treatment and finishing with the outfall/point of disposal.

The site is reclaimed and revegetated and all runoff is 100 percent non-process stormwater from precipitation events. The stormwater passes through natural grass filters (a Best Management Practice) before depositing any sediment load into sediment ponds which address settleable solids.

- b. Attach a flow schematic **with a water balance** showing all sources of water and wastewater flow into the facility, wastewater flow into and from each treatment unit, and wastewater flow to each outfall/point of disposal.

Attachment: [Attachment 7](#)

Item 3. Impoundments (Instructions, Page 40)

Does the facility use or plan to use any wastewater impoundments (e.g., lagoons or ponds?)

☒ Yes ☐ No

If **no**, proceed to Item 4. If **yes**, complete **Item 3.a** for **existing** impoundments and **Items 3.a - 3.e** for **new or proposed** impoundments. **NOTE:** See instructions, Pages 40-42, for additional information on the attachments required by Items 3.a - 3.e.

- a. Complete the table with the following information for each existing, new, or proposed impoundment. Attach additional copies of the Impoundment Information table, if needed.

Use Designation: Indicate the use designation for each impoundment as Treatment (T), Disposal (D), Containment (C), or Evaporation (E).

Associated Outfall Number: Provide an outfall number if a discharge occurs or will occur.

Liner Type: Indicate the liner type as Compacted clay liner (C), In-situ clay liner (I), Synthetic/plastic/rubber liner (S), or Alternate liner (A). **NOTE:** See instructions for further detail on liner specifications. If an alternate liner (A) is selected, include an attachment that provides a description of the alternate liner and any additional technical information necessary for an evaluation.

Leak Detection System: If any leak detection systems are in place/planned, enter Y for yes. Otherwise, enter N for no.

Groundwater Monitoring Wells and Data: If groundwater monitoring wells are in place/planned, enter Y for yes. Otherwise, enter N for no. Attach any existing groundwater monitoring data.

Dimensions: Provide the dimensions, freeboard, surface area, storage capacity of the impoundments, and the maximum depth (not including freeboard). For impoundments with irregular shapes, submit surface area instead of length and width.

Compliance with 40 CFR Part 257, Subpart D: If the impoundment is required to be in compliance with 40 CFR Part 257, Subpart D, enter Y for yes. Otherwise, enter N for no.

Date of Construction: Enter the date construction of the impoundment commenced (mm/dd/yy).

Impoundment Information

Parameter	Pond #SP-1	Pond #SP-5	Pond #SP-6	Pond #SP-7
Use Designation: (T) (D) (C) or (E)	C	C	C	C
Associated Outfall Number	001R	002R	003R	004R
Liner Type (C) (I) (S) or (A)	N/A	N/A	N/A	N/A
Alt. Liner Attachment Reference	N/A	N/A	N/A	N/A
Leak Detection System, Y/N	N	N	N	N
Groundwater Monitoring Wells, Y/N	N	N	N	N
Groundwater Monitoring Data Attachment	N	N	N	N
Pond Bottom Located Above The Seasonal High-Water Table, Y/N	Y	Y	Y	Y
Length (ft)	869	444	255	160
Width (ft)	912	462	311	108
Max Depth From Water Surface (ft), Not Including Freeboard	23	9	8	8
Freeboard (ft)	0.7	2.2	2.3	0.8
Surface Area (acres)	15.84	1.76	1.06	0.40
Storage Capacity (gallons)	34,422,879	2,257,318	1,223,325	359,111

Use Designation: Indicate the use designation for each impoundment as Treatment (T), Disposal (D), Containment (C), or Evaporation (E).

Associated Outfall Number: Provide an outfall number if a discharge occurs or will occur.

Liner Type: Indicate the liner type as Compacted clay liner (C), In-situ clay liner (I), Synthetic/plastic/rubber liner (S), or Alternate liner (A). **NOTE:** See instructions for further detail on liner specifications. If an alternate liner (A) is selected, include an attachment that provides a description of the alternate liner and any additional technical information necessary for an evaluation.

Leak Detection System: If any leak detection systems are in place/planned, enter Y for yes. Otherwise, enter N for no.

Groundwater Monitoring Wells and Data: If groundwater monitoring wells are in place/planned, enter Y for yes. Otherwise, enter N for no. Attach any existing groundwater monitoring data.

Dimensions: Provide the dimensions, freeboard, surface area, storage capacity of the impoundments, and the maximum depth (not including freeboard). For impoundments with irregular shapes, submit surface area instead of length and width.

Compliance with 40 CFR Part 257, Subpart D: If the impoundment is required to be in compliance with 40 CFR Part 257, Subpart D, enter Y for yes. Otherwise, enter N for no.

Date of Construction: Enter the date construction of the impoundment commenced (mm/dd/yy).

Impoundment Information

Parameter	Pond #SP-9	Pond #SP-10	Pond #SP-11	Pond #SP-13
Use Designation: (T) (D) (C) or (E)	C	C	C	C
Associated Outfall Number	005R	N/A	006R	N/A
Liner Type (C) (I) (S) or (A)	N/A	N/A	N/A	N/A
Alt. Liner Attachment Reference	N/A	N/A	N/A	N/A
Leak Detection System, Y/N	N	N	N	N
Groundwater Monitoring Wells, Y/N	N	N	N	N
Groundwater Monitoring Data Attachment	N	N	N	N
Pond Bottom Located Above The Seasonal High-Water Table, Y/N	Y	Y	Y	Y
Length (ft)	1744	883	450	672
Width (ft)	646	438	899	474
Max Depth From Water Surface (ft), Not Including Freeboard	7	13	15	11
Freeboard (ft)	3.9	2.2	1.3	2.1
Surface Area (acres)	19.20	5.00	4.09	4.98
Storage Capacity (gallons)	22,700,923	8,435,533	7,436,734	8,060,780
40 CFR Part 257, Subpart D, Y/N	N	N	N	N
Date of Construction	4/3/1997	12/14/2005	6/6/1990	12/14/2005

Attachment: N/A

Use Designation: Indicate the use designation for each impoundment as Treatment (T), Disposal (D), Containment (C), or Evaporation (E).

Associated Outfall Number: Provide an outfall number if a discharge occurs or will occur.

Liner Type: Indicate the liner type as Compacted clay liner (C), In-situ clay liner (I), Synthetic/plastic/rubber liner (S), or Alternate liner (A). **NOTE:** See instructions for further detail on liner specifications. If an alternate liner (A) is selected, include an attachment that provides a description of the alternate liner and any additional technical information necessary for an evaluation.

Leak Detection System: If any leak detection systems are in place/planned, enter Y for yes. Otherwise, enter N for no.

Groundwater Monitoring Wells and Data: If groundwater monitoring wells are in place/planned, enter Y for yes. Otherwise, enter N for no. Attach any existing groundwater monitoring data.

Dimensions: Provide the dimensions, freeboard, surface area, storage capacity of the impoundments, and the maximum depth (not including freeboard). For impoundments with irregular shapes, submit surface area instead of length and width.

Compliance with 40 CFR Part 257, Subpart D: If the impoundment is required to be in compliance with 40 CFR Part 257, Subpart D, enter Y for yes. Otherwise, enter N for no.

Date of Construction: Enter the date construction of the impoundment commenced (mm/dd/yy).

Impoundment Information

Parameter	Pond #RP-1A	Pond #RP-1B	Pond #RP-3	Pond #
Use Designation: (T) (D) (C) or (E)	C	C	C	
Associated Outfall Number	N/A	N/A	007R	
Liner Type (C) (I) (S) or (A)	N/A	N/A	N/A	
Alt. Liner Attachment Reference	N/A	N/A	N/A	
Leak Detection System, Y/N	N	N	N	
Groundwater Monitoring Wells, Y/N	N	N	N	
Groundwater Monitoring Data Attachment	N	N	N	
Pond Bottom Located Above The Seasonal High-Water Table, Y/N	Y	Y	Y	
Length (ft)	1695	1360	1428	
Width (ft)	426	525	758	
Max Depth From Water Surface (ft), Not Including Freeboard	13	18	32	
Freeboard (ft)	0.5	2.4	3.1	
Surface Area (acres)	14.75	9.07	20.12	
Storage Capacity (gallons)	31,811,012	15,374,008	70,017,921	
40 CFR Part 257, Subpart D, Y/N	N	N	N	
Date of Construction	4/26/2013	4/26/2013	4/26/2013	

Attachment: N/A

The following information (**Items 3.b – 3.e**) is required only for **new or proposed** impoundments.

- b. For new or proposed impoundments, attach any available information on the following items. If attached, check **yes** in the appropriate box. Otherwise, check **no** or **not yet designed**. N/A

1. Liner data

☐ Yes ☐ No ☐ Not yet designed

2. Leak detection system or groundwater monitoring data

☐ Yes ☐ No ☐ Not yet designed

3. Groundwater impacts

☐ Yes ☐ No ☐ Not yet designed

NOTE: Item b.3 is required if the bottom of the pond is not above the seasonal high-water table in the shallowest water-bearing zone.

Attachment: N/A

For TLAP applications: Items 3.c – 3.e are not required, continue to Item 4. N/A

- c. Attach a USGS map or a color copy of original quality and scale which accurately locates and identifies all known water supply wells and monitor wells within ½-mile of the impoundments.

Attachment: N/A

- d. Attach copies of State Water Well Reports (e.g., driller's logs, completion data, etc.), and data on depths to groundwater for all known water supply wells including a description of how the depths to groundwater were obtained.

Attachment: N/A

- e. Attach information pertaining to the groundwater, soils, geology, pond liner, etc. used to assess the potential for migration of wastes from the impoundments or the potential for contamination of groundwater or surface water.

Attachment: N/A

Item 4. Outfall/Disposal Method Information (Instructions, Page 42)

Complete the following tables to describe the location and wastewater discharge or disposal operations for each outfall for discharge, and for each point of disposal for TLAP operations.

If there are more outfalls/points of disposal at the facility than the spaces provided, copies of pages 6 and/or numbered accordingly (i.e., page 6a, 6b, etc.) may be used to provide information on the additional outfalls.

For TLAP applications: Indicate the disposal method and each individual irrigation area **I**, evaporation pond **E**, or subsurface drainage system **S** by providing the appropriate letter designation for the disposal method followed by a numerical designation for each disposal area in the space provided for **Outfall** number (e.g. **E1** for evaporation pond 1, **I2** for irrigation area No. 2, etc.).

Outfall Longitude and Latitude

Outfall No.	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
001R	27° 55' 46.98"	99° 51' 40.63"
002R	27° 56' 59.35"	99° 51' 27.41"
003R	27° 57' 3.06"	99° 51' 24.33"

Outfall Location Description

Outfall No.	Location Description
001R	Pond series RP-1B to RP-1A to SP-1, thence out the spillway outlet to tributary of Espada Creek
002R	Spillway outlet of pond SP-5 to Pinto Creek
003R	Spillway outlet of pond SP-6 to Pinto Creek

Description of Sampling Point(s) (if different from Outfall location)

Outfall No.	Description of sampling point

Outfall Flow Information - Permitted and Proposed

Outfall No.	Permitted Daily Avg Flow (MGD)	Permitted Daily Max Flow (MGD)	Proposed Daily Avg Flow (MGD)	Proposed Daily Max Flow (MGD)	Anticipated Discharge Date (mm/dd/yy)
001R	Report	Report	N/A	N/A	Not predictable
002R	Report	Report	N/A	N/A	Not predictable
003R	Report	Report	N/A	N/A	Not predictable

Outfall Discharge - Method and Measurement

Outfall No.	Pumped Discharge? Y/N	Gravity Discharge? Y/N	Type of Flow Measurement Device Used
001R	N	Y	Visual and SEDCAD
002R	N	Y	Visual and SEDCAD
003R	N	Y	Visual and SEDCAD

Outfall Discharge - Flow Characteristics

Outfall No.	Intermittent Discharge? Y/N	Continuous Discharge? Y/N	Seasonal Discharge? Y/N	Discharge Duration (hrs/day)	Discharge Duration (days/mo)	Discharge Duration (mo/yr)
001R	Y	N	N	<24	<1	<1
002R	Y	N	N	<24	<1	<1
003R	Y	N	N	<24	<1	<1

Outfall Longitude and Latitude

Outfall No.	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
004R	27° 57' 7.34"	99° 51' 18.24"
005R	27° 57' 16.39"	99° 51' 18.81"
006R	27° 57' 6.94"	99° 51' 8.94"

Outfall Location Description

Outfall No.	Location Description
004R	Spillway outlet of pond SP-7 to Pinto Creek
005R	Spillway outlet of pond SP-9 to Pinto Creek
006R	Spillway outlet of pond SP-11 to Pinto Creek

Description of Sampling Point(s) (if different from Outfall location)

Outfall No.	Description of sampling point

Outfall Flow Information – Permitted and Proposed

Outfall No.	Permitted Daily Avg Flow (MGD)	Permitted Daily Max Flow (MGD)	Proposed Daily Avg Flow (MGD)	Proposed Daily Max Flow (MGD)	Anticipated Discharge Date (mm/dd/yy)
004R	Report	Report	N/A	N/A	Not predictable
005R	Report	Report	N/A	N/A	Not predictable
006R	Report	Report	N/A	N/A	Not predictable

Outfall Discharge – Method and Measurement

Outfall No.	Pumped Discharge? Y/N	Gravity Discharge? Y/N	Type of Flow Measurement Device Used
004R	N	Y	Visual and SEDCAD
005R	N	Y	Visual and SEDCAD
006R	N	Y	Visual and SEDCAD

Outfall Discharge – Flow Characteristics

Outfall No.	Intermittent Discharge? Y/N	Continuous Discharge? Y/N	Seasonal Discharge? Y/N	Discharge Duration (hrs/day)	Discharge Duration (days/mo)	Discharge Duration (mo/yr)
004R	Y	N	N	<24	<1	<1
005R	Y	N	N	<24	<1	<1
006R	Y	N	N	<24	<1	<1

Outfall Longitude and Latitude

Outfall No.	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
007R	27° 57' 16.57"	99° 50' 37.79"

Outfall Location Description

Outfall No.	Location Description
007R	Spillway outlet of pond RP-3 to Pinto Creek

Description of Sampling Point(s) (if different from Outfall location)

Outfall No.	Description of sampling point

Outfall Flow Information - Permitted and Proposed

Outfall No.	Permitted Daily Avg Flow (MGD)	Permitted Daily Max Flow (MGD)	Proposed Daily Avg Flow (MGD)	Proposed Daily Max Flow (MGD)	Anticipated Discharge Date (mm/dd/yy)
007R	Report	Report	N/A	N/A	Not predictable

Outfall Discharge - Method and Measurement

Outfall No.	Pumped Discharge? Y/N	Gravity Discharge? Y/N	Type of Flow Measurement Device Used
007R	N	Y	Visual and SEDCAD

Outfall Discharge - Flow Characteristics

Outfall No.	Intermittent Discharge? Y/N	Continuous Discharge? Y/N	Seasonal Discharge? Y/N	Discharge Duration (hrs/day)	Discharge Duration (days/mo)	Discharge Duration (mo/yr)
007R	Y	N	N	<24	<1	<1

Outfall Wastestream Contributions

Outfall No. **001R**

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Non-process, post-mine stormwater runoff	Variable	100

Outfall No. **002R**

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Non-process, post-mine stormwater runoff	Variable	100

Outfall No. **003R**

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Non-process, post-mine stormwater runoff	Variable	100

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

Outfall Wastestream Contributions

Outfall No. 004R

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Non-process, post-mine stormwater runoff	Variable	100

Outfall No. 005R

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Non-process, post-mine stormwater runoff	Variable	100

Outfall No. 006R

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Non-process, post-mine stormwater runoff	Variable	100

Outfall No. 007R

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Non-process, post-mine stormwater runoff	Variable	100

Attachment: N/A

Item 5. Blowdown and Once-Through Cooling Water Discharges (Instructions, Page 43)

a. Indicate if the facility currently or proposes to:

- ☐ Yes ☒ No Use cooling towers that discharge blowdown or other wastestreams
- ☐ Yes ☒ No Use boilers that discharge blowdown or other wastestreams
- ☐ Yes ☒ No Discharge once-through cooling water

NOTE: If the facility uses or plans to use cooling towers or once-through cooling water, Item 12 **is required**.

b. If **yes** to any of the above, attach an SDS with the following information for each chemical additive.

- Manufacturers Product Identification Number
- Product use (e.g., biocide, fungicide, corrosion inhibitor, etc.)
- Chemical composition including CASRN for each ingredient
- Classify product as non-persistent, persistent, or bioaccumulative
- Product or active ingredient half-life
- Frequency of product use (e.g., 2 hours/day once every two weeks)
- Product toxicity data specific to fish and aquatic invertebrate organisms
- Concentration of whole product or active ingredient, as appropriate, in wastestream.

In addition to each SDS, attach a summary of the above information for each specific wastestream and the associated chemical additives. Specify which outfalls are affected.

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

c. Cooling Towers and Boilers

If the facility currently or proposes to use cooling towers or boilers that discharge blowdown or other wastestreams to the outfall(s), complete the following table.

Cooling Towers and Boilers

Type of Unit	Number of Units	Daily Avg Blowdown (gallons/day)	Daily Max Blowdown (gallons/day)
Cooling Towers			
Boilers			

Item 6. Stormwater Management (Instructions, Page 44)

Will any existing/proposed outfalls discharge stormwater associated with industrial activities, as defined at 40 CFR § 122.26(b)(14), commingled with any other wastestream?

- ☐ Yes ☒ No

If **yes**, briefly describe the industrial processes and activities that occur outdoors or in a manner which may result in exposure of the activities or materials to stormwater: [Click to enter text.](#)

Item 7. Domestic Sewage, Sewage Sludge, and Septage Management and Disposal (Instructions, Page 44)

Domestic Sewage - Waste and wastewater from humans or household operations that is discharged to a wastewater collection system or otherwise enters a treatment works.

- a. Check the box next to the appropriate method of domestic sewage and domestic sewage sludge treatment or disposal. Complete Worksheet 5.0 or Item 7.b if directed to do so.
- ☐ Domestic sewage is routed (i.e., connected to or transported to) to a WWTP permitted to receive domestic sewage for treatment, disposal, or both. Complete Item 7.b.
 - ☐ Domestic sewage disposed of by an on-site septic tank and drainfield system. Complete Item 7.b.
 - ☐ Domestic and industrial treatment sludge ARE commingled prior to use or disposal.
 - ☐ Industrial wastewater and domestic sewage are treated separately, and the respective sludge IS NOT commingled prior to sludge use or disposal. Complete Worksheet 5.0.
 - ☐ Facility is a POTW. Complete Worksheet 5.0.
 - ☒ Domestic sewage is not generated on-site.
 - ☐ Other (e.g., portable toilets), specify and Complete Item 7.b: [Click to enter text.](#)
- b. Provide the name and TCEQ, NPDES, or TPDES Permit No. of the waste-disposal facility which receives the domestic sewage/septage. If hauled by motorized vehicle, provide the name and TCEQ Registration No. of the hauler.

Domestic Sewage Plant/Hauler Name

Plant/Hauler Name	Permit/Registration No.

Item 8. Improvements or Compliance/Enforcement Requirements (Instructions, Page 45)

- a. Is the permittee currently required to meet any implementation schedule for compliance or enforcement?
- ☐ Yes ☒ No
- b. Has the permittee completed or planned for any improvements or construction projects?
- ☐ Yes ☒ No
- c. If **yes** to either 8.a or 8.b, provide a brief summary of the requirements and a status update: [Click to enter text.](#)

Item 9. Toxicity Testing (Instructions, Page 45)

Have any biological tests for acute or chronic toxicity been made on any of the discharges or on a receiving water in relation to the discharge within the last three years?

☐ Yes ☒ No

If **yes**, identify the tests and describe their purposes: [Click to enter text.](#)

Additionally, attach a copy of all tests performed which **have not** been submitted to the TCEQ or EPA. **Attachment:** [Click to enter text.](#)

Item 10. Off-Site/Third Party Wastes (Instructions, Page 45)

a. Does or will the facility receive wastes from off-site sources for treatment at the facility, disposal on-site via land application, or discharge via a permitted outfall?

☐ Yes ☒ No

If **yes**, provide responses to Items 10.b through 10.d below.

If **no**, proceed to Item 11.

b. Attach the following information to the application:

- List of wastes received (including volumes, characterization, and capability with on-site wastes).
- Identify the sources of wastes received (including the legal name and addresses of the generators).
- Description of the relationship of waste source(s) with the facility's activities.

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

c. Is or will wastewater from another TCEQ, NPDES, or TPDES permitted facility commingled with this facility's wastewater after final treatment and prior to discharge via the final outfall/point of disposal?

☐ Yes ☐ No

If **yes**, provide the name, address, and TCEQ, NPDES, or TPDES permit number of the contributing facility and a copy of any agreements or contracts relating to this activity.

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

d. Is this facility a POTW that accepts/will accept process wastewater from any SIU and has/is required to have an approved pretreatment program under the NPDES/TPDES program?

☐ Yes ☐ No

If **yes**, **Worksheet 6.0** of this application **is required**.

Item 11. Radioactive Materials (Instructions, Page 46)

a. Are/will radioactive materials be mined, used, stored, or processed at this facility?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L.

Radioactive Materials Mined, Used, Stored, or Processed

Radioactive Material Name	Concentration (pCi/L)

- b. Does the applicant or anyone at the facility have any knowledge or reason to believe that radioactive materials may be present in the discharge, including naturally occurring radioactive materials in the source waters or on the facility property?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L. Do not include information provided in response to Item 11.a.

Radioactive Materials Present in the Discharge

Radioactive Material Name	Concentration (pCi/L)

Item 12. Cooling Water (Instructions, Page 46)

- a. Does the facility use or propose to use water for cooling purposes?

☐ Yes

☒ No

☐ Decommissioned: [Click to enter text.](#)

☐ To Be Decommissioned: [Click to enter text.](#)

If **yes**, complete Items 12.b thru 12.f. If **no**, stop here.

If **decommissioned**, provide the date operation ceased and stop here.

If to **be decommissioned**, provide the date operation is anticipated to cease and stop here.

- b. Cooling water is/will be obtained from a groundwater source (e.g., on-site well).

☐ Yes ☐ No

If **yes**, stop here. If **no**, continue.

c. Cooling Water Supplier

1. Provide the name of the owner(s) and operator(s) for the CWIS that supplies or will supply water for cooling purposes to the facility.

Cooling Water Intake Structure(s) Owner(s) and Operator(s)

CWIS ID				
Owner				
Operator				

2. Cooling water is/will be obtained from a Public Water Supplier (PWS)

☐ No ☐ Yes; PWS No.: [Click to enter text.](#)

If **no**, continue. If **yes**, provide the PWS Registration No. and stop here.

3. Cooling water is/will be obtained from a reclaimed water source?

☐ No ☐ Yes; Auth No.: [Click to enter text.](#)

If **no**, continue. If **yes**, provide the Reuse Authorization No. and stop here.

4. Cooling water is/will be obtained from an Independent Supplier

☐ No ☐ Yes; AIF: [Click to enter text.](#)

If **no**, proceed to Item 12.d. If **yes**, provide the actual intake flow of the Independent Supplier's CWIS that is/will be used to provide water for cooling purposes and proceed.

d. 316(b) General Criteria

1. The CWIS(s) used to provide water for cooling purposes to the facility has or will have a cumulative design intake flow of 2 MGD or greater.

☐ Yes ☐ No

2. At least 25% of the total water withdrawn by the CWIS(s) is/will be used at the facility exclusively for cooling purposes on an annual average basis.

☐ Yes ☐ No

3. The CWIS(s) withdraw(s)/propose(s) to withdraw water for cooling purposes from surface waters that meet the definition of Waters of the United States in *40 CFR § 122.2*.

☐ Yes ☐ No. Explanation: [Click to enter text.](#)

If **no**, provide an explanation of how the waterbody does not meet the definition of Waters of the United States in *40 CFR § 122.2*.

If **yes** to all three questions in Item 12.d, the facility **meets** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA. Proceed to **Item 12.f**.

If **no** to any of the questions in Item 12.d, the facility **does not meet** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA; however, a determination is required based upon BPJ. Proceed to **Item 12.e**.

- e. The facility does not meet the minimum requirements to be subject to the fill requirements of Section 316(b) **and uses/proposes to use cooling towers.**

☐ Yes ☐ No

If **yes**, stop here. If **no**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ.

f. Oil and Gas Exploration and Production

1. The facility is subject to requirements at 40 CFR Part 435, Subparts A or D.

☐ Yes ☐ No

If **yes**, continue. If **no**, skip to Item 12.g.

2. The facility is an existing facility as defined at 40 CFR § 125.92(k) or a new unit at an existing facility as defined at 40 CFR § 125.92(u).

☐ Yes ☐ No

If **yes**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ. If **no**, skip to Item 12.g.3.

g. Compliance Phase and Track Selection

1. Phase I – New facility subject to 40 CFR Part 125, Subpart I

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection, attach the requested information, and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.

☐ Track I – AIF greater than 2 MGD, but less than 10 MGD

- Attach information required by 40 CFR §§ 125.86(b)(2)-(4).

☐ Track I – AIF greater than 10 MGD

- Attach information required by 40 CFR § 125.86(b).

☐ Track II

- Attach information required by 40 CFR § 125.86(c).

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

2. Phase II – Existing facility subject to 40 CFR Part 125, Subpart J

☐ Yes ☐ No

If **yes**, complete Worksheets 11.0 through 11.3, as applicable.

3. Phase III – New facility subject to 40 CFR Part 125, Subpart N

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection and provide the requested information.

☐ Track I – Fixed facility

- Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.

- ☐ Track I - Not a fixed facility
 - Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Item 2 (except CWIS latitude/longitude under Item 2.a).
- ☐ Track II - Fixed facility
 - Attach information required by 40 CFR § 125.136(c) and complete Worksheet 11.0, Items 2 and 3.

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

Item 13. Permit Change Requests (Instructions, Page 48)

This item is only applicable to existing permitted facilities.

- a. Is the facility requesting a **major amendment** of an existing permit?

☐ Yes ☒ No

If **yes**, list each request individually and provide the following information: 1) detailed information regarding the scope of each request and 2) a justification for each request. Attach any supplemental information or additional data to support each request.

[Click to enter text.](#)

- b. Is the facility requesting any **minor amendments** to the permit?

☐ Yes ☒ No

If **yes**, list and describe each change individually.

[Click to enter text.](#)

- c. Is the facility requesting any **minor modifications** to the permit?

☐ Yes ☒ No

If **yes**, list and describe each change individually.

Click to enter text.

Item 14. Laboratory Accreditation (Instructions, Page 49)

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

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

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

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

CERTIFICATION:

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

Printed Name: JAMES SAYNAY

Title: VICE PRESIDENT FARCO MINING INC

Signature: _____

Date: 09-Apr-2025

INDUSTRIAL WASTEWATER PERMIT APPLICATION

WORKSHEET 1.0: EPA CATEGORICAL EFFLUENT GUIDELINES

This worksheet **is required** for all applications for TPDES permits for discharges of wastewaters subject to EPA categorical effluent limitation guidelines (ELGs).

Item 1. Categorical Industries (Instructions, Page 53)

Is this facility subject to any 40 CFR categorical ELGs outlined on page 53 of the instructions?

☒ Yes ☐ No

If **no**, this worksheet is not required. If **yes**, provide the appropriate information below.

40 CFR Effluent Guideline

Industry	40 CFR Part
Coal mining, post-mine reclaimed areas	434.52

Item 2. Production/Process Data (Instructions, Page 54)

NOTE: For all TPDES permit applications requesting individual permit coverage for discharges of oil and gas exploration and production wastewater (discharges into or adjacent to water in the state, falling under the Oil and Gas Extraction Effluent Guidelines – 40 CFR Part 435), see Worksheet 12.0, Item 2 instead.

a. Production Data

Provide appropriate data for effluent guidelines with production-based effluent limitations.

Production Data

Subcategory	Actual Quantity/Day	Design Quantity/Day	Units
N/A	N/A	N/A	N/A

b. Organic Chemicals, Plastics, and Synthetic Fibers Manufacturing Data (40 CFR Part 414)

Provide each applicable subpart and the percent of total production. Provide data for metal-bearing and cyanide-bearing wastestreams, as required by *40 CFR Part 414, Appendices A and B*.

Percentage of Total Production

Subcategory	Percent of Total Production	Appendix A and B - Metals	Appendix A - Cyanide
N/A	N/A	N/A	N/A

c. Refineries (40 CFR Part 419)

Provide the applicable subcategory and a brief justification.

N/A

Item 3. Process/Non-Process Wastewater Flows (Instructions, Page 54)

Provide a breakdown of wastewater flow(s) generated by the facility, including both process and non-process wastewater flow(s). Specify which wastewater flows are to be authorized for discharge under this permit and the disposal practices for wastewater flows, excluding domestic, which are not to be authorized for discharge under this permit.

All flows through the outfalls are 100 percent non-process stormwater overland flow from rain events that pass through vegetated areas into sedimentation ponds that handle settleable solids. (See Flow Diagram attachment).

Item 4. New Source Determination (Instructions, Page 54)

Provide a list of all wastewater-generating processes subject to EPA categorical ELGs, identify the appropriate guideline Part and Subpart, and provide the date the process/construction commenced.

Wastewater Generating Processes Subject to Effluent Guidelines

Process	EPA Guideline Part	EPA Guideline Subpart	Date Process/ Construction Commenced
N/A	N/A	N/A	N/A

INDUSTRIAL WASTEWATER PERMIT APPLICATION

WORKSHEET 4.0: RECEIVING WATERS

This worksheet **is required** for all TPDES permit applications.

Item 1. Domestic Drinking Water Supply (Instructions, Page 80)

- a. There is a surface water intake for domestic drinking water supply located within 5 (five) miles downstream from the point/proposed point of discharge.

☐ Yes ☒ No

If **no**, stop here and proceed to Item 2. If **yes**, provide the following information:

1. The legal name of the owner of the drinking water supply intake: [Click to enter text.](#)
2. The distance and direction from the outfall to the drinking water supply intake: [Click to enter text.](#)

- b. Locate and identify the intake on the USGS 7.5-minute topographic map provided for Administrative Report 1.0.

☐ Check this box to confirm the above requested information is provided.

Item 2. Discharge Into Tidally Influenced Waters (Instructions, Page 80)

If the discharge is to tidally influenced waters, complete this section. Otherwise, proceed to Item 3. N/A

- a. Width of the receiving water at the outfall: [Click to enter text.](#) feet

- b. Are there oyster reefs in the vicinity of the discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the oyster reefs: [Click to enter text.](#)

- c. Are there sea grasses within the vicinity of the point of discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the grasses: [Click to enter text.](#)

Item 3. Classified Segment (Instructions, Page 80)

The discharge is/will be directly into (or within 300 feet of) a classified segment.

☐ Yes ☒ No

If **yes**, stop here and do not complete Items 4 and 5 of this worksheet or Worksheet 4.1.

If **no**, complete Items 4 and 5 and Worksheet 4.1 may be required.

Item 4. Description of Immediate Receiving Waters (Instructions, Page 80)

a. Name of the immediate receiving waters: Pinto Creek and/or unnamed tributary of Espada Creek

b. Check the appropriate description of the immediate receiving waters:

☐ Lake or Pond

• Surface area (acres): Click to enter text.

• Average depth of the entire water body (feet): Click to enter text.

• Average depth of water body within a 500-foot radius of the discharge point (feet):
Click to enter text.

☐ Man-Made Channel or Ditch

☒ Stream or Creek

☐ Freshwater Swamp or Marsh

☐ Tidal Stream, Bayou, or Marsh

☐ Open Bay

☐ Other, specify:

If **Man-Made Channel or Ditch** or **Stream or Creek** were selected above, provide responses to Items 4.c – 4.g below:

c. For **existing discharges**, check the description below that best characterizes the area **upstream** of the discharge.

For **new discharges**, check the description below that best characterizes the area **downstream** of the discharge.

☒ Intermittent (dry for at least one week during most years)

☐ Intermittent with Perennial Pools (enduring pools containing habitat to maintain aquatic life uses)

☐ Perennial (normally flowing)

Check the source(s) of the information used to characterize the area upstream (existing discharge) or downstream (new discharge):

☐ USGS flow records

☒ personal observation

☐ historical observation by adjacent landowner(s)

☐ other, specify: Click to enter text.

d. List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point: N/A

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

☐ Yes ☒ No

If **yes**, describe how: [Click to enter text.](#)

- f. General observations of the water body during normal dry weather conditions: No flow, either dry or with standing water only

Date and time of observation: N/A

- g. The water body was influenced by stormwater runoff during observations.

☐ Yes ☒ No

If **yes**, describe how: [Click to enter text.](#)

Item 5. General Characteristics of Water Body (Instructions, Page 81)

- a. Is the receiving water upstream of the existing discharge or proposed discharge site influenced by any of the following (check all that apply):

<input type="checkbox"/> oil field activities	<input type="checkbox"/> urban runoff
<input type="checkbox"/> agricultural runoff	<input type="checkbox"/> septic tanks
<input type="checkbox"/> upstream discharges	<input checked="" type="checkbox"/> other, specify: <u>N/A</u>

- b. Uses of water body observed or evidence of such uses (check all that apply):

<input type="checkbox"/> livestock watering	<input type="checkbox"/> industrial water supply
<input type="checkbox"/> non-contact recreation	<input type="checkbox"/> irrigation withdrawal
<input type="checkbox"/> domestic water supply	<input type="checkbox"/> navigation
<input type="checkbox"/> contact recreation	<input type="checkbox"/> picnic/park activities
<input type="checkbox"/> fishing	<input checked="" type="checkbox"/> other, specify: <u>N/A</u>

- c. Description which best describes the aesthetics of the receiving water and the surrounding area (check only one):

☒ **Wilderness:** outstanding natural beauty; usually wooded or un-pastured area: water clarity exceptional

☐ **Natural Area:** trees or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored

☐ **Common Setting:** not offensive, developed but uncluttered; water may be colored or turbid

☐ **Offensive:** stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

INDUSTRIAL WASTEWATER PERMIT APPLICATION

WORKSHEET 7.0: STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITIES

This worksheet **is required** for all TPDES permit applications requesting individual permit coverage for discharges consisting of **either**: 1) solely of stormwater discharges associated with industrial activities, as defined in *40 CFR § 122.26(b)(14)(i-xi)*, **or** 2) stormwater discharges associated with industrial activities and any of the listed allowable non-stormwater discharges, as defined in the MSGP (TXR05000), Part II, Section A, Item 6.

Discharges of stormwater as defined in *40 CFR § 122.26 (b)(13)* are not required to obtain authorization under a TPDES permit (see exceptions at *40 CFR §§ 122.26(a)(1)* and *(9)*). Authorization for discharge may be required from a local municipal separate storm sewer system.

Item 1. Applicability (Instructions, Page 89)

Do discharges from any of the existing/proposed outfalls consist either 1) solely of stormwater discharges associated with industrial activities **or** 2) stormwater discharges associated with industrial activities and any of the allowable non-stormwater discharges?

☒ Yes ☐ No

If **no**, stop here. If **yes**, proceed as directed.

Item 2. Stormwater Coverage (Instructions, Page 89)

List each existing/proposed stormwater outfall at the facility and indicate which type of authorization covers or is proposed to cover discharges.

Authorization Coverage

Outfall	Authorization under MSGP	Authorized Under Individual Permit
001R	<input type="checkbox"/>	<input checked="" type="checkbox"/>
002R	<input type="checkbox"/>	<input checked="" type="checkbox"/>
003R	<input type="checkbox"/>	<input checked="" type="checkbox"/>
004R	<input type="checkbox"/>	<input checked="" type="checkbox"/>
005R	<input type="checkbox"/>	<input checked="" type="checkbox"/>
006R	<input type="checkbox"/>	<input checked="" type="checkbox"/>
007R	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

If **all** existing/proposed outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) are **authorized under the MSGP**, **stop** here.

If **seeking authorization** for any outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) **under an individual permit**, **proceed**.

NOTE: The following information is required for each existing/proposed stormwater outfall for which the facility is seeking individual permit authorization under this application

Item 3. Site Map (Instructions, Page 90)

Attach a site map or maps (drawn to scale) of the entire facility with the following information.

- the location of each stormwater outfall to be covered by the permit
- an outline of the drainage area that is within the facility's boundary and that contributes stormwater to each outfall to be covered by the permit
- connections or discharge points to municipal separate storm sewer systems
- locations of all structures (e.g. buildings, garages, storage tanks)
- structural control devices that are designed to reduce pollution in discharges of stormwater associated with industrial activities
- process wastewater treatment units (including ponds)
- bag house and other air treatment units exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)
- landfills; scrapyards; surface water bodies (including wetlands)
- vehicle and equipment maintenance areas
- physical features of the site that may influence discharges of stormwater associated with industrial activities or contribute a dry weather flow
- locations where spills or leaks of reportable quality (as defined in 30 TAC § 327.4) have occurred during the three years before this application was submitted to obtain coverage under an individual permit
- processing areas, storage areas, material loading/unloading areas, and other locations where significant materials are exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)

☒ Check the box to confirm all above information was provided on the facility site map(s).

Attachment: Attachment 6

Item 4. Facility/Site Information (Instructions, Page 90)

- a. Provide the area of impervious surface and the total area drained by each stormwater outfall requested for authorization by this permit application.

Impervious Surfaces

Outfall	Area of Impervious Surface (include units)	Total Area Drained (include units)
001R	N/A	691.0 acres
002R	N/A	36.7 acres
003R	N/A	13.2 acres
004R	N/A	12.5 acres
005R	N/A	167.7 acres
006R	N/A	158.0 acres
007R	N/A	411.9 acres

- b. Provide the following local area rainfall information and the source of the information.
Wettest month: September
Average rainfall for wettest month (total inches): 2.93
25-year, 24-hour rainfall (inches): 7.43
Source: U.S. Climate Data / NOAA Atlas 14, Volume 11, Version 2
- c. Attach an inventory, or list, of materials currently handled at the facility that may be exposed to precipitation. **Attachment:** N/A
- d. Attach narrative descriptions of the industrial processes and activities involving the materials in the above-listed inventory that occur outdoors or in some manner that may result in exposure of the materials to precipitation or runoff (see instructions for guidance). **Attachment:** N/A
- e. Describe any BMPs and controls the facility uses/proposes to prevent or effectively reduce pollution in stormwater discharges from the facility: Stormwater flows through vegetated areas to sedimentation ponds, where the majority of water loss is through evaporation and minority water loss through discharges.

Item 5. Pollutant Analysis (Instructions, Page 91)

- a. Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): 06/20/2024-06/27/2024
- b. ☒ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Complete Table 17 as directed on page 92 of the Instructions.

Table 17 for Outfall No.: 001R (Note: outfall 005R is the only other outfall that discharged in the past 12 months)

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	(max) 7.17	—	(min) 7.17	—	1	—
Total suspended solids	Non-Detect (0.17 RL)	N/A	Non-Detect	N/A	1	—
Chemical oxygen demand						—
Total organic carbon						—
Oil and grease						—
Arsenic, total						0.0005
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003

Item 6. Storm Event Data (Instructions, Page 93)

Provide the following data for the storm event(s) which resulted in the maximum values for the analytical data submitted:

Date of storm event: 6/19/2024-6/21/2024

Duration of storm event (minutes): 3,120

Total rainfall during storm event (inches): 7.44

Number of hours the between beginning of the storm measured and the end of the previous measurable storm event (hours): 504

Maximum flow rate during rain event (gallons/minute): 711.4

Total stormwater flow from rain event (gallons): 6,781,600

Provide a description of the method of flow measurement or estimate:

Maximum flow rate and total stormwater flow were estimated from observations of Outfall 001R, pond SP-1, which was only accessible after the storm event due to hazardous site conditions. A visual estimate of the peak water level above the primary spillway inlet was correlated with the known stage-discharge characteristics of SP-1.

- b. Provide the following local area rainfall information and the source of the information.
Wettest month:
Average rainfall for wettest month (total inches):
25-year, 24-hour rainfall (inches):
Source: [Click to enter text.](#)
- c. Attach an inventory, or list, of materials currently handled at the facility that may be exposed to precipitation. **Attachment:** [Click to enter text.](#)
- d. Attach narrative descriptions of the industrial processes and activities involving the materials in the above-listed inventory that occur outdoors or in some manner that may result in exposure of the materials to precipitation or runoff (see instructions for guidance).
Attachment: [Click to enter text.](#)
- e. Describe any BMPs and controls the facility uses/proposes to prevent or effectively reduce pollution in stormwater discharges from the facility: [Click to enter text.](#)

Item 5. Pollutant Analysis (Instructions, Page 91)

- a. Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): 6/20/2024-6/27/2024
- b. ☒ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Complete Table 17 as directed on page 92 of the Instructions.

Table 1 for Outfall No.: 005R (Note: Due to hazardous site conditions this outfall could not be accessed until the discharge was down to a trickle and there was not enough flow to sample for suspended solids. This was the only discharge here in the past 12 months.)

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	(max) 7.1	—	(min) 7.1	—	1	—
Total suspended solids	Not sampled	N/A	Not sampled	N/A		—
Chemical oxygen demand						—
Total organic carbon						—
Oil and grease						—
Arsenic, total						0.0005
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003
Copper, total						0.002

Item 6. Storm Event Data (Instructions, Page 93)

Provide the following data for the storm event(s) which resulted in the maximum values for the analytical data submitted:

Date of storm event: 6/19/2024-6/21/2024

Duration of storm event (minutes): 3,120

Total rainfall during storm event (inches): 7.44

Number of hours the between beginning of the storm measured and the end of the previous measurable storm event (hours): 504

Maximum flow rate during rain event (gallons/minute): 28,725

Total stormwater flow from rain event (gallons): 8,246,000

Provide a description of the method of flow measurement or estimate: Maximum flow rate and total stormwater flow were estimated from observations of Outfall 005R, pond SP-9, which was only accessible after the storm event due to hazardous site conditions. Pinto Creek, the receiving stream, had flooded out of its banks and overtopped the SP-9 embankment, filling the pond. Once water levels receded, SP-9 discharged at the maximum flow rate until the water elevation dropped below the emergency spillway. The peak water elevation for the emergency spillway was correlated with the known stage-discharge characteristics of SP-9.

FARCO MINING INC
RACHAL MINE TPDES PERMIT WQ0003229000
RENEWAL APPLICATION

ATTACHMENT 1

CORE DATA FORM

(ref. TCEQ-10411: Administrative Report 1.0, Item 4.)



TCEQ Core Data Form

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

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input type="checkbox"/> Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 600861587		RN 101608446

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)	
<input type="checkbox"/> New Customer		<input checked="" 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 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:	
FARCO MINING 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)
0029452600	17417297888	83-0272860	
11. Type of Customer:	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other:	
12. Number of Employees		13. Independently Owned and Operated?	
<input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following			
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Owner & Operator <input type="checkbox"/> Other:			
<input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant			
15. Mailing Address:	FARCO MINING INC		
	6001 BOLLINGER CANYON RD BUILDING C		
	City	State	ZIP
	SAN RAMON	CA	94583
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable)	
18. Telephone Number	19. Extension or Code	20. Fax Number (if applicable)	
(503) 371-6302		() -	

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (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	
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.)	
RACHAL MINE	

23. Street Address of the Regulated Entity: <i>(No PO Boxes)</i>	N/A						
	City		State		ZIP		ZIP + 4
24. County							

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

25. Description to Physical Location:	LOCATED ADJACENT TO FM 1472 AT A POINT APPROX 34 MILES NW OF THE INTERSECTION OF FM 1472 & FM 3338						
26. Nearest City					State	Nearest ZIP Code	
LAREDO					TX	78040	
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>							
27. Latitude (N) In Decimal:				28. Longitude (W) In Decimal:			
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds		
27	56	32.52	-99	51	13.98		
29. Primary SIC Code (4 digits)	30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)		
1221			21211				
33. What is the Primary Business of this entity? <i>(Do not repeat the SIC or NAICS description.)</i>							
RECLAIMED SURFACE COAL MINE							
34. Mailing Address:							
	City		State		ZIP		ZIP + 4
35. E-Mail Address:							
36. Telephone Number		37. Extension or Code		38. Fax Number <i>(if applicable)</i>			
() -				() -			

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

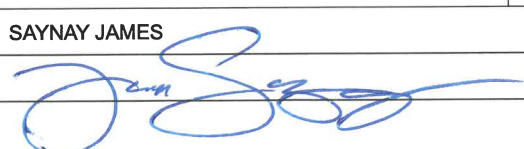
<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input checked="" type="checkbox"/> Wastewater	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
WQ0003229000				

SECTION IV: Preparer Information

40. Name:	ROSOL TERRI	41. Title:	PROJECT SCIENTIST
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(307) 745-7474		() -	TROSOL@TRIHIDRO.COM

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	FARCO MINING INC	Job Title:	PRESIDENT FARCO MINING INC
Name (In Print):	SAYNAY JAMES	Phone:	(832) 256- 9078
Signature:			Date: 03-APRIL-2025

FARCO MINING INC
RACHAL MINE TPDES PERMIT WQ0003229000
RENEWAL APPLICATION

ATTACHMENT 2

SUMMARY OF APPLICATION IN PLAIN LANGUAGE TEMPLATE
(ref. TCEQ-10411: Administrative Report 1.0, Item 9.f.)



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

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

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

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

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

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

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

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

Farco Mining Inc. (CN600861587) operates the Rachal Mine (RN101608446), a fully reclaimed and inactive coal mine. The facility is located at a point Located adjacent to FM1472 at a point approximately 34 miles northwest of the intersection of FM1472 and FM3338, and northwest of the city of Laredo, in Laredo, Webb County, Texas 78040. Farco Mining Inc. is requesting a permit renewal to discharge stormwater on an intermittent and flow variable basis from outfalls 001R, 002R, 003R, 004R, 005R, 006R and 007R.

Discharges from the facility are expected to contain settleable solids from stormwater runoff from rainfall events. Stormwater flows overland through fully revegetated areas, a Best Management Practice, and is treated by deposition in sedimentation ponds prior to discharge.

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

AGUAS RESIDUALES INDUSTRIALES /AGUAS PLUVIALES

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

La Minera Farco Inc. (CN600861587) opera la Mina Rachal (RN101608446), una mina inactiva que fue completamente reclamada. La mina esta ubicada en un punto adyacente a FM1472 en un punto aproximadamente 34 millas al noroeste de la intersección de FM1472 y FM3338, y noroeste de la ciudad de Laredo, en el Condado de Webb, Texas 78040. La Minera Farco Inc. está solicitando una renovación de su permiso para descargar aguas pluviales de forma intermitente y con caudal variable desde los desagües 001R, 002R, 003R, 004R, 005R, 006R y 007R.

Se espera que las descargas de la mina contengan sólidos sedimentables provenientes de la escorrentía pluvial causada por lluvia. Las aguas pluviales fluyen superficialmente sobre la tierra, a través de zonas completamente revegetadas, lo cual constituye una Buena Práctica de Gestión, y se tratan mediante su deposición en estanques de sedimentación antes de su descarga.

FARCO MINING INC
RACHAL MINE TPDES PERMIT WQ0003229000
RENEWAL APPLICATION

ATTACHMENT 3

LONG-TERM LEASE AGREEMENT

(ref. TCEQ-10411: Administrative Report 1.0, Item 10.f.)

Attachment 3

Farco Mining Inc.
Rachal Mine
TPDES Permit WQ0003229000
2025 Renewal Application

The applicant bases his legal right to enter on:

- Mining Lease by and between the Ed Rachal Foundation and Farco Mining of Texas, Inc., dated August 3, 1998 (The Rachal Lease)
- Assignment Agreement by and between Farco Mining of Texas, Inc. and Chevron USA Inc., dated August 31, 1998, regarding the Rachal Lease
- Consent to Assignment and Sublease executed by the Ed Rachal Foundation, dated August 25, 1998, consenting to the above assignment
- Sublease Agreement by and between Chevron USA Inc. and Farco Mining Inc., dated August 31, 1998
- Kelmac, Inc. changed its name to Farco Mining Inc. on October 1, 1998 (See Rachal Permit Transfer Application, Supplement 1, January 1999)
- Special Warranty Deed and Bill of Sale, effective July 5, 2000
- Deed, effective July 5, 2000
- Royalty Division Order, witnessed March 28, 2001
- Royalty Division Order, witnessed July 30, 2001

On July 5, 2000, Galvan Ranch, Ltd. purchased the surface and one-half of the coal rights to the entire Galvan Ranch from the Ed Rachal Foundation. On the same date, Galvan Ranch, Ltd. conveyed all of the coal and other oil, gas and mineral rights which had been acquired by it from the Foundation to Galvan Ranch Mineral Trust. The existing Mining Lease Agreement was assigned as part of the purchase.

STATE OF TEXAS

§
§
§

COUNTY OF WEBB

MINING LEASE AGREEMENT

This Mining Lease Agreement made and entered into this 3rd day of August, 1998, the effective date, by and between Ed Rachal Foundation, whose mailing address is 210 South Carancahua, Suite 303, Corpus Christi, Texas 78401, hereafter referred to as "Lessor" or "The Foundation" and Farco Mining of Texas, Inc., whose mailing address is P.O. Box 11050, Fort Smith, Arkansas 72917-1050, hereafter referred to as "Lessee" or "Farco".

WHEREAS the Foundation and Farco have been parties to a certain coal mining lease dated May 9, 1978, which is recorded in Volume 561, at pages 252-264, office of the County Clerk, Webb county, Texas, covering a portion of the hereinafter described property, and

WHEREAS the Foundation and Farco, on the 16th day of February, 1987, entered into an Amendment to Mining Lease, which is recorded in Volume 1236, at pages 258-260, office of the County Clerk, Webb County, Texas, covering a portion of the hereinafter described property, and

WHEREAS the Foundation and Farco, on the 28th day of January, 1993, entered into a Second Amendment to Mining Lease, which is recorded in Volume 88, at pages 167-169, office of the County Clerk, Webb County, Texas, covering a portion of the hereinafter described property, and

WHEREAS these instruments no longer accurately reflect the understanding and intention of the parties, and

WHEREAS it is the desire of the Foundation and Farco to enter into a new agreement, superseding, and replacing this previous coal lease and amendments thereto, in order to more clearly reflect the intentions and agreement of the parties.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations in hand paid to the Lessor by Lessee the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and covenants herein expressed to be kept and performed by the parties hereto, the parties hereby agree to the following terms and conditions:

REH Q

1. **LEASED PREMISES:**

Lessor hereby leases to the extent of its ownership and rights, all of the surface and all of the merchantable, commercially available and economically recoverable coal together with the right to drill, prospect and explore for, and to mine and remove by slope, strip, auger or gasification the coal on, in and underlying the following described "Leased Premises" situated in the County of Webb, the State of Texas, to wit:

(Tracts West of Mines Road)

A tract of land containing 1,443.43 acres, more or less, in Webb County, Texas, being a part of the Balconcitos Tract of the Joaquin Galan Tract, Survey 2182, Abstract 65, Patent No. 514, Volume 24, that was conveyed to Ed Rachal under deed dated January 5, 1948, executed by Bruna Ortiz de Puig and husband V.L. Puig, as recorded in Volume 199, pages 372-3, Deed Records of Webb County called to contained 17,600 acres, and reference is here made to said Deed and the record thereof for all purposes; this 1,443.43 acre tract being more particularly described as follows, to-wit:

Beginning at a fence corner, the intersection of the southeast line of above mentioned 17,600 acre tract with the west right-of-way line of the county road known as the Laredo-Eagle Pass River Road or the "Mines" Road, said fence corner being the north corner of the Desiderio Trevino tract and the most easterly corner of this tract;

Thence South 32 degrees 53 minutes West 4,200.00 feet with fence and northwest line of said Trevino tract to the most southerly corner of this tract;

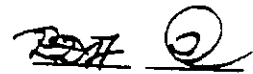
Thence North 52 degrees 00 minutes West 6,200.00 feet to the most westerly corner of this tract;

Thence North 19 degrees 56 minutes East 13,231.6 feet to the northwest corner of this tract;

Thence North 80 degrees 10 minutes East 600.0 feet to a point under fence on the west right-of-way line of the "Mines" road for the most northerly corner of this tract;

Thence South 09 degrees 50 minutes East 3,000.00 feet with fence and west right-of-way line of said road to the place of beginning,

AND



A tract of land containing 496.48 acres, more or less, in Webb County, Texas, being a part of the Balconcitos Tract of the Joaquin Galan Tract, Survey 2182, Abstract 65, Patent No. 514, Volume 24, that was conveyed to Ed Rachal under deed dated January 5, 1948, executed by Bruna Ortiz de Puig and husband V.L. Puig, as recorded in Volume 199, Pages 372-373, Deed Records of Webb County called to contain 17,600 acres, and reference is here made to said Deed and the record thereof for all purposes; this 496.48 acre tract being more particularly described as follows, to-wit:

Beginning at a fence corner, the intersection of the southeast line of above mentioned 17,600 acre tract with the west right-of-way line of the county road known as the Laredo-Eagle Pass River Road or the "Mines" Road, said fence corner being the north corner of the Desiderio Trevino tract;

Thence South 32 degrees 53 minutes West 4,200.00 feet with fence and northwest line of said Trevino tract to the eastern and beginning corner of this tract;

Thence South 32 degrees 53 minutes West 3,210.0 feet with fence and northwest line of said Trevino tract to the most southerly corner of this tract;

Thence North 52 degrees 00 minutes West 7,310.0 feet to the most westerly corner of this tract;

Thence North 49 degrees 30 minutes East 3,270.0 feet to the most northerly corner of this tract;

Thence South 52 degrees 00 minutes East 6,200.0 feet to the point of beginning of this tract.

AND

(Tract East of Mines Road)

A tract of land containing 375.93 acres, more or less, in Webb County, Texas, being a part of the Balconcitos Tract of the Joaquin Galan Tract, Survey 2182, Abstract 65, Patent No. 514, Volume 24, that was conveyed to Ed Rachal under deed dated January 5, 1978, executed by Bruna Ortiz de Puig and husband V.L. Puig, as recorded in Volume 199, pages 372-3, Deed Records of Webb County called to contain 17,600 acres, and reference is here made to said Deed and the record thereof for all purposes; this 375.93 acre tract being more particularly described as follows, to-wit:

Commencing for a tie at a fence corner, the intersection of the southeast

2577 (2)

line of above mentioned 17,600 acre tract with the west right-of-way line of the county road known as the Laredo-Eagle Pass River Road or the "Mines" Road, said fence corner being the north corner of the Desiderio Trevino tract;

Thence North 06 degrees 50 minutes West 3,000.0 feet with fence on the west right-of-way line of said county road to a deflection point;

Thence North 09 degrees 50 minutes West 4,720.0 feet with fence on the west right-of-way line of said county road to the southwest and beginning corner of this tract;

Thence North 09 degrees 50 minutes West 5,280.0 feet with fence on the west right-of-way line of said county road to the most northerly corner of this tract;

Thence South 68 degrees 59 minutes East 4,959.5 feet to the northeast corner of this tract;

Thence South 12 degrees 00 minutes West 3,500.00 feet to the southeast corner of this tract;

Thence West 3,000.0 feet to the place of beginning;

AND

(Part of Road)

A tract of land containing 8.5 acres, more or less, being a part of the Balconcitos Tract of the Joaquin Galan Tract, Survey 2182, Abstract 65, Patent No. 514, Volume 24, that was conveyed to Ed Rachal under deed dated January 5, 1978, executed by Bruna Ortiz de Puig and husband V.L. Puig, as recorded in Volume 199, on pages 372-373, Deed Records of Webb County called to contain 17,600 acres, and reference is here made to said Deed and record thereof for all purposes; this 8.5 acre tract being more particularly described as follows, to-wit:

The 8.5 acres is an area approximately 3,700 feet long and 100 feet wide that is located between and adjacent to two tracts of land described in the original mining lease recorded in Volume 561, page 252, in the office of the County Clerk, Webb County, Texas. This area is also known as being a part of the County Road FM 1472.

2. TERM:

This Lease Contract and all the rights herein granted shall be and remain in force and effect for a term of five (5) years from the date hereof, and as long thereafter as Mining Operations are being diligently prosecuted upon the Leased Premises. "Mining Operations", for the purpose of this lease, shall mean those activities involving the actual mining and removal or preparation for the actual mining and removal of coal from the leased premises. Reclamation activities on the leased premises as hereinafter provided, shall not be deemed to be Mining Operations as will perpetuate the term of this lease. The Lessee shall however, after the expiration of the term of this lease, retain the right of entry to conduct such reclamation operations as provided for herein.

This Agreement shall become effective upon its execution and delivery by the Lessor. Upon the termination of this Lease, Lessee shall have a limited right of access for a period of twelve (12) months thereafter, to remove all machinery, equipment and personal property from subject property. All such personal property remaining at the conclusion of such period shall be deemed to have been abandoned by Lessee.

Lessee or any assignee hereunder shall have the right to terminate this lease subject to payment of all sums then due under the terms of this agreement prior to its expiration by delivering to Lessor a recordable release covering all or any part of the land covered by this lease. Thereafter, Lessee shall be relieved of all obligations to pay further or future advance royalties. No such termination shall reduce or eliminate the Lessee's obligations covering reclamation or restoration of other surface improvements as required elsewhere in this lease.

3. EXPLORATION:

Lessee shall have and is hereby granted the right, subject to the conditions, restrictions and limitations contained elsewhere in this agreement, of ingress and egress to the surface of said Leased Premises, to explore, prospect, drill or otherwise test the same for coal, at any time during the term hereof.

4. MINING OPERATIONS:

Lessee covenants that it will conduct its mining operations in a workmanlike manner, that such mining operations will be in accordance with the laws of the United States of America, the State of Texas and any other governing authorities with respect to its activities and Mining Operations hereunder.

A maximum of two (2) entrances shall be active at any given time. These entrance locations will be agreed upon in advance by the Lessor and Lessee.

In connection with all Mining Operations hereunder, Lessee agrees that it will hold Lessor harmless from any claims, losses, damages, costs or expenses of any kind or nature which may arise of, be created or asserted against it by reason of the use made by Lessee

RDH (2)

or its authorized agents of any part of the Leased Premises; that it will be solely responsible for the payment of labor, material, equipment and supplies contracted by it or furnished at its instance or request in connection with its mining operations on leased premises; that it will keep accurate accounts and suitable books at its office showing all coal mined, removed and sold from said leased premises, and that Lessor shall have the right at all reasonable times to inspect such books, instruments and records for the purpose of checking and verifying the amount of any coal actually mined, removed and sold from the leased premises.

5. EXEMPT PURPOSE USE:

It is understood by the parties hereto that in order to maintain its present tax status with the Internal Revenue Service the Lessor is limited as to the percentage of the Lessor's property which can be used by Lessee hereunder as well as for any other similar operations. For this reason, the Leased Premises will be categorized in three areas:

- (A) Pre-mine inactive acreage - Lands in the permit and not yet disturbed by coal removal operations.
- (B) Active mine acreage - Lands in the permit where the current years coal removal operations are being performed.
- (C) Post-mine inactive acreage - Lands in the permit where coal removal operations have been completed and the land is currently or in the future subject to the reclamation activities according to the requirements of the Railroad Commission of Texas.

Lessee will provide a map to Lessor by August 31st of each year showing the current year's operation area and the projected operation area for the upcoming year. At no time during the term of this lease will the Active Mine Acreage contain more than 500 acres.

6. ADVANCE MINIMUM ROYALTIES:

As of the effective date of the lease, Lessee shall pay to Lessor an advance minimum royalty of [REDACTED] for executing this lease, and another [REDACTED] six months later, which represents an advance against future royalties. Lessee further promises to pay the following on each anniversary date of this lease as an additional advance against royalties:

a) [REDACTED] on the 1st and 2nd anniversary dates of this lease, each of which represents a further advance against future royalties for each subsequent year.

b) [REDACTED] on the 3rd and 4th anniversary dates of this lease, which represents an advance against future royalties for each subsequent year.

c) [REDACTED] for the 5th anniversary date and each subsequent year until this lease is terminated.

Advance minimum royalties shall be made payable by Lessee's check to Lessor. Any amount paid as advance royalty is non refundable by the Lessor, however, advance royalties shall be credited on and deducted from the per ton earned royalty as same becomes due and payable.

7. EARNED ROYALTIES:

As earned royalties for coal mined and removed from the Leased Premises hereunder, Lessee agrees to pay Lessor an adjustable/flat tonnage royalty in the amount of the greater of either (a) [REDACTED] per gross short ton (two thousand (2,000) pounds); or (b) [REDACTED] of the average gross sales price either (i) received by Farrell-Cooper Mining Company from its customers in Texas or (ii) from those customers whose coal is shipped from the Port of Corpus Christi, less transportation by truck and/or railroad from the mine scales to the customer and/or to the Port of Corpus Christi, less third party charges at the Port of Corpus Christi for loading vessels and less a flat rate of [REDACTED] per ton for additional Port operating costs incurred by the Lessee, whichever is the applicable shipping point. This earned royalty per ton shall be based on an as mined ton (before washing) when the coal leaves the Leased Premises, less an average rejection factor based on a 4 year moving average for Lessor's coal. Weighing shall occur at the screening and processing plant located on the Fasken Oil and Ranch, LTD property.

Earned mining royalties shall be payable by the 25th of the month following the month during which the subject coal is mined and/or sold.

All royalty payments shall be payable at the address of Lessor specified herein, or at such other place as may be designated by Lessor in writing.

Notwithstanding the other provisions hereof, regardless of when any coal is sold, all royalties from coal mined will be paid no later than 90 days from when coal is removed from the Leased Premises.

Lessor agrees that the payment of minimum royalties and earned royalties, together with the performance of all other covenants contained herein by Lessee, shall operate to satisfy any and all claims for damage, detriment or injury to the above described lands caused by or growing out of Lessee's mining operations thereon, except for the fulfillment of the Lessee's obligation for reclamation and other surface restoration as herein required.

Lessee shall not be required to mine, remove, or pay for any unmerchantable coal, unless Lessee sells the same.

8. RECLAMATION:

Lessee agrees that in reclaiming the Leased Premises after mining, all spoil banks will be graded and revegetated. The grading will be done on a progressive basis; as the stripping advances, the spoil banks will be leveled as soon as possible without interfering with the actual mining. Nevertheless, all grading and other reclamation will be conducted in accordance with all applicable laws and regulations. Every effort will be made to keep the topsoil suitable for plant growth. An acceptable grass will be either sprayed or mechanically distributed so as to insure an even growth over the entire area. In the event that the grass does not grow well, then other vegetation will be planted that is the most suitable for the soil. Depending upon the climate conditions, planting will be done at the most suitable time. Water may be impounded on the final highwall or last cut of the mine operation with the highwall sloped to the water level that is to be impounded.

Lessor agrees that so long as the Lessee is in compliance with all applicable reclamation laws and regulations, the Lessee may reclaim the mined premises to a postmining land use that is compatible with Lessee's mining plans and Lessor's anticipated post mining land use. It is agreed that this will typically be an appropriate mixture of temporary and permanent grasses and legumes, and may include permanent impoundments, depressions and roadways.

Any removed or destroyed boundary fences will be replaced before termination of this lease.

If, after the expiration of this lease, entry upon the lands described above should be required in order to comply with Lessee's obligation for reclamation as required by the governmental laws and regulations, the Lessee shall not be required to pay any additional compensation for such entry by men and machinery and the performance of any required reclamation work.

9. CONDITIONS OF ENTRY:

Lessee's employees and agents will not be permitted to carry any firearm on the leased premises unless it is a permitted concealed weapon. Lessee's employees and agents will not be permitted to hunt or fish on the leased premises. Lessee agrees to pay one hundred and fifty percent (150%) of the market price for any game animal improperly taken by any of Lessee's employees or agents as determined by Lessor in its sole discretion. To the extent the Lessee has the legal authority, Lessee hereby consents to the search of any vehicle located on the leased premises owned, used or operated by Lessee's employees and agents for the within purposes.

10. ASSIGNMENT OF AGREEMENT:

The Lessee shall have the right to assign or sublet this Lease with the consent of Lessor, of which consent shall not be unreasonably withheld. Any approved successor or

assign of the Lessee shall be responsible for making the payments heretofore specified and shall be responsible for the performance of all other and further obligations and duties of the Lessee under the terms of this Agreement.

11. RELEASE OF AGREEMENT:

Once all merchantable coal has been mined and removed from any portion of the Leased Premises, Lessee shall, upon the request of the Lessor, execute and deliver to the Lessor a release, releasing any such property from this Agreement. Lessee shall, however, reserve the right to enter upon any property so released for the purposes of conducting any and all reclamation activities with respect to such released property.

12. OTHER FORMS AND DOCUMENTS:

The Lessor agrees to sign all forms and documents required by the State and/or Federal Government needed for permitting the land for mining coal so long as such forms or documents are not substantially detrimental to, or interfere with, Lessor's property use on adjoining lands. Lessor further agrees to furnish Lessee with consents, affirmations or waivers which are required by present or future laws, which Lessor is legally capable of providing to enable Lessee to exercise its rights under this lease so long as such consents, affirmations or waivers are not substantially detrimental to, or interfere with, Lessor's property use on adjoining lands. Lessor agrees to refrain from interfering with, delaying, or obstructing Lessee's exercise of any of its rights hereunder, but such agreement will not limit the Lessor's right to file protests or make objections to governmental agencies or to assert any and all other legal rights to which they may be entitled. Lessor does agree, however, to provide the Lessee with at least 90 days written notice of any problem giving rise to any protest or objection to any governmental agency.

13. EASEMENTS AND RIGHTS OF WAY:

From time to time during the term of this lease, Lessor gives and grants to Lessee the use of a portion of the surface which is owned by Lessor on the Rio Grande River side of FM 1472 and outside the Leased Premises, for purposes which are incident to the conduct of Lessee's mining operations on the Leased Premises, expressly including the right to install and maintain pole lines and wires, dig ditches for drainage of water, lay pipe lines, erect towers, construct and maintain haulroads, and do any and all things of a like nature so long as they are incident to Lessee's mining operations. Lessee shall not have the right to transport coal mined from property other than that of the Lessor across the Leased Premises. The use of the surface outside the Leased Premises will be within designated easements mutually agreed to by the Lessor and Lessee and shall not exceed three easements of a maximum of 50' widths.

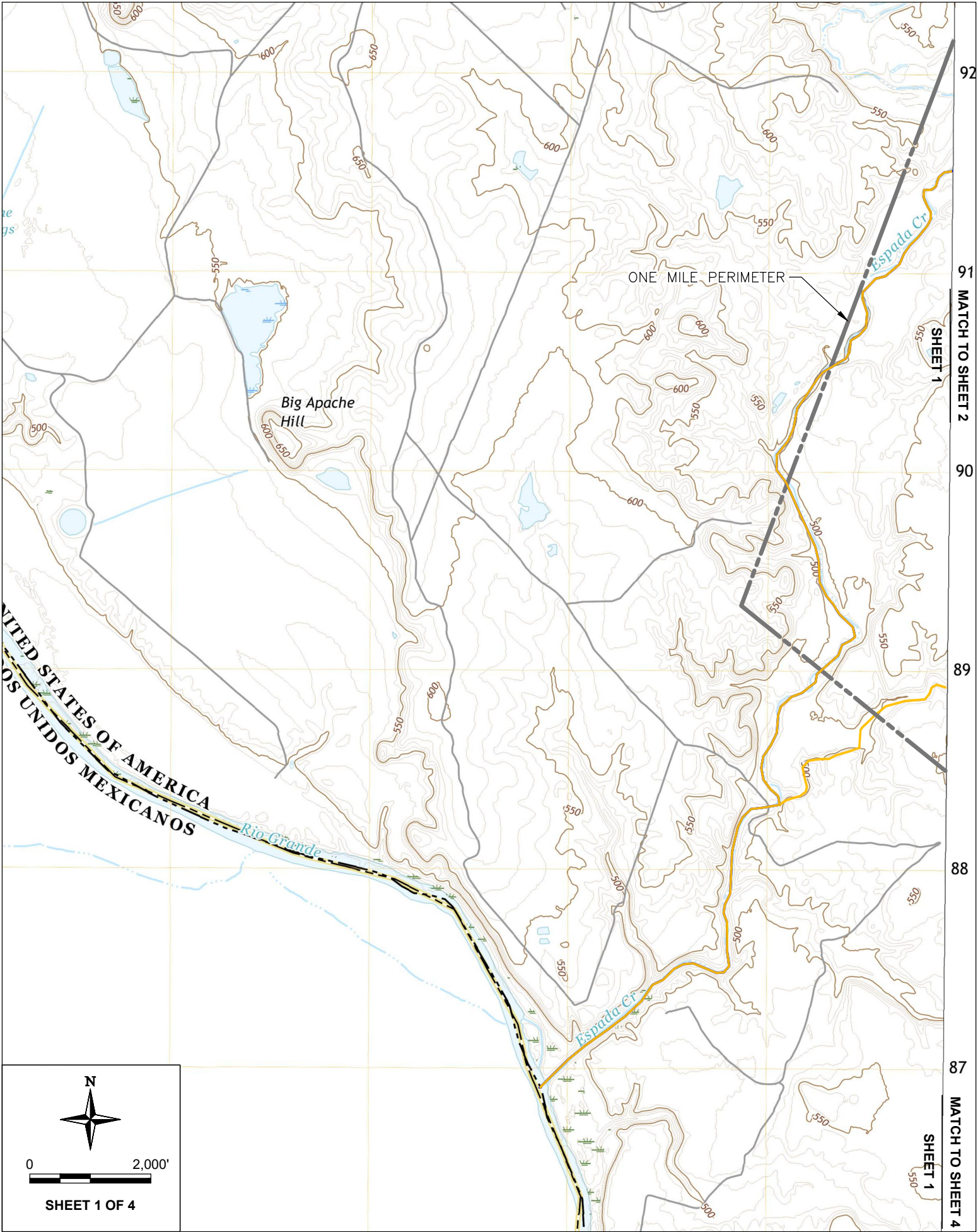
The Lessor agrees to grant an easement or right of way to any electric power company, pipeline company, water company or any other person, company, or entity having an easement or right of way over the above described property for the purpose of relocating any such easement or right of way to a safe or convenient distance away from

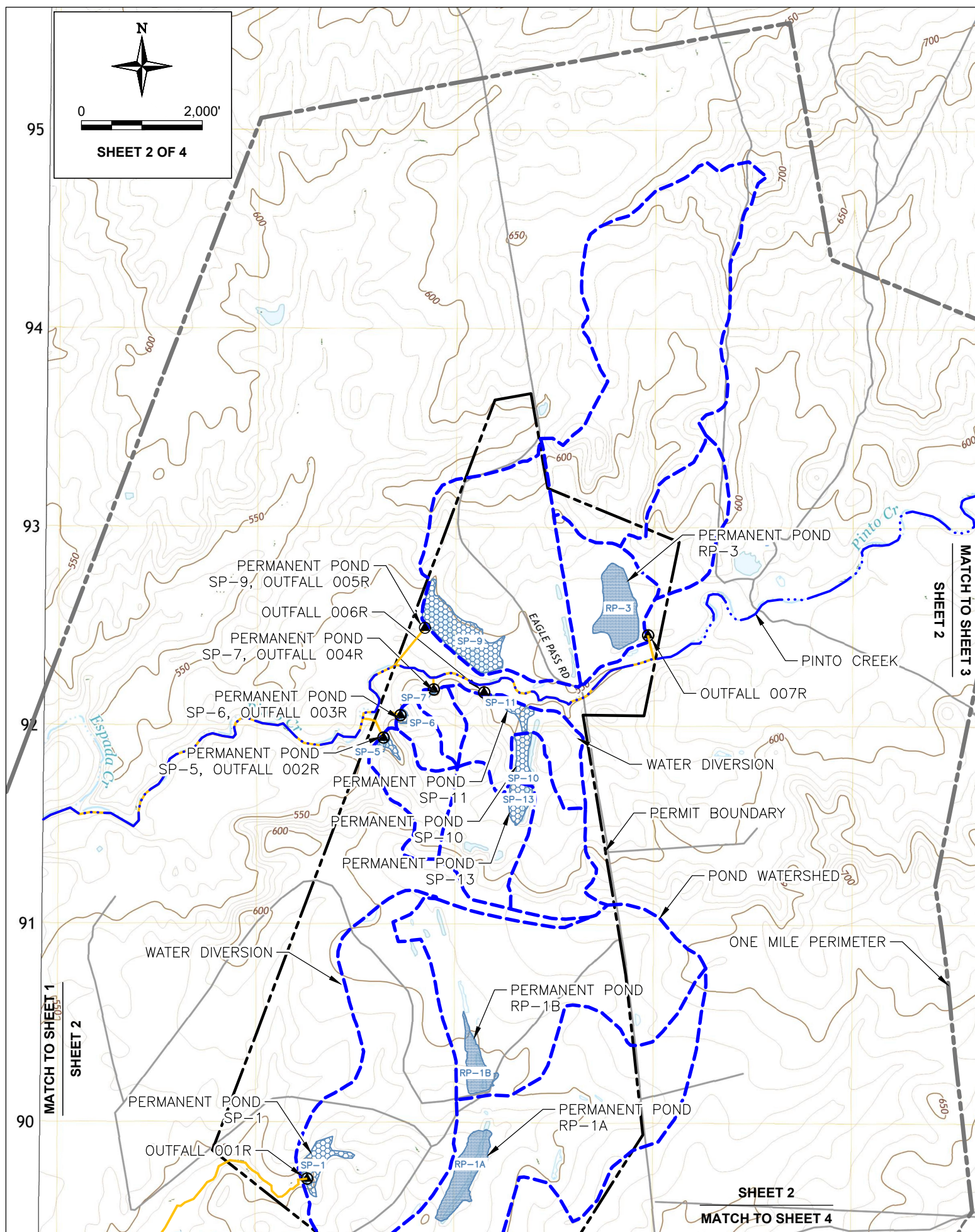
FARCO MINING INC
RACHAL MINE TPDES PERMIT WQ0003229000
RENEWAL APPLICATION

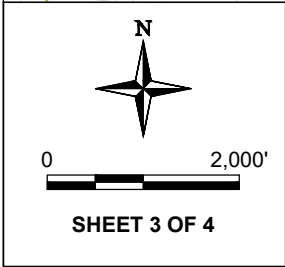
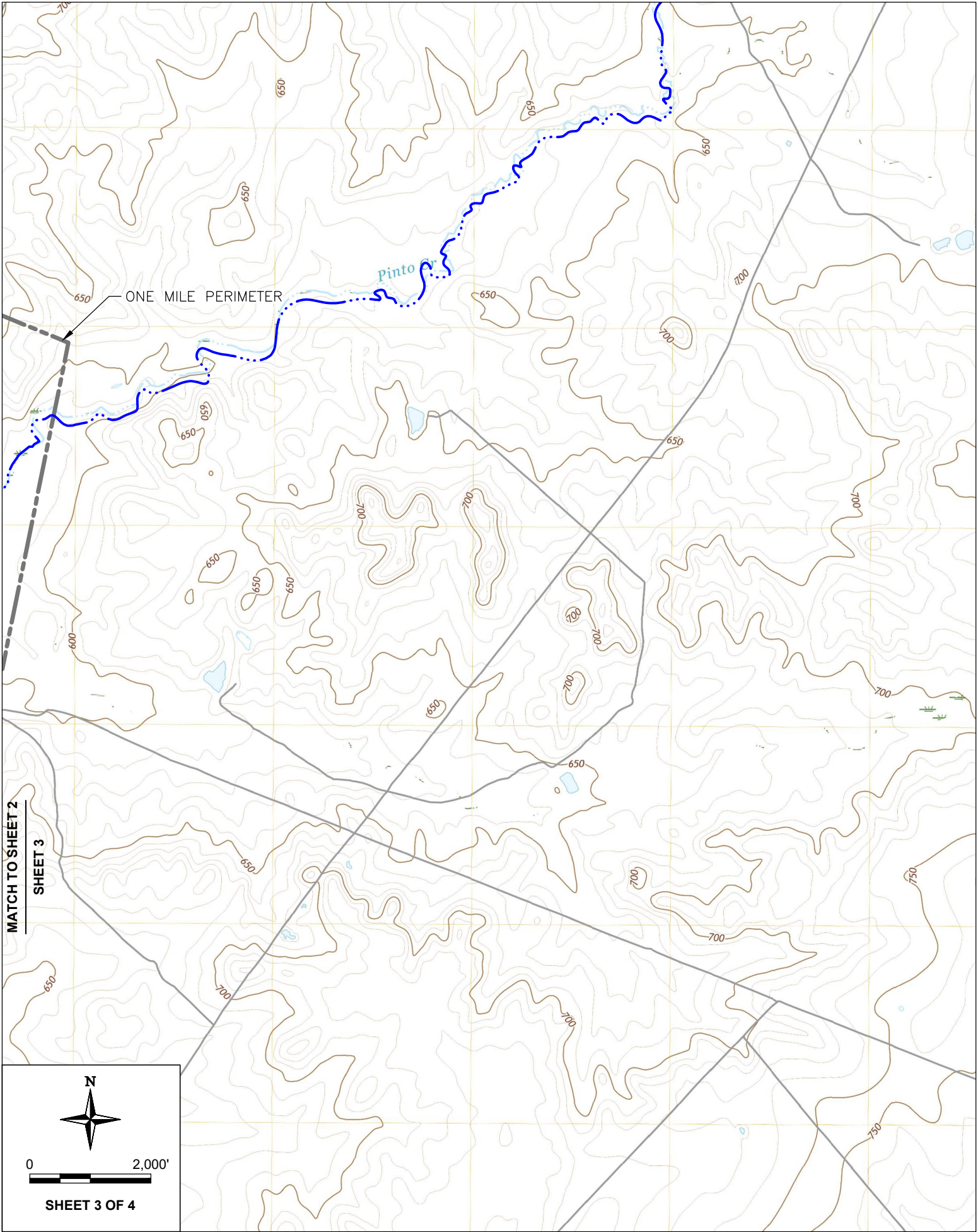
ATTACHMENT 4

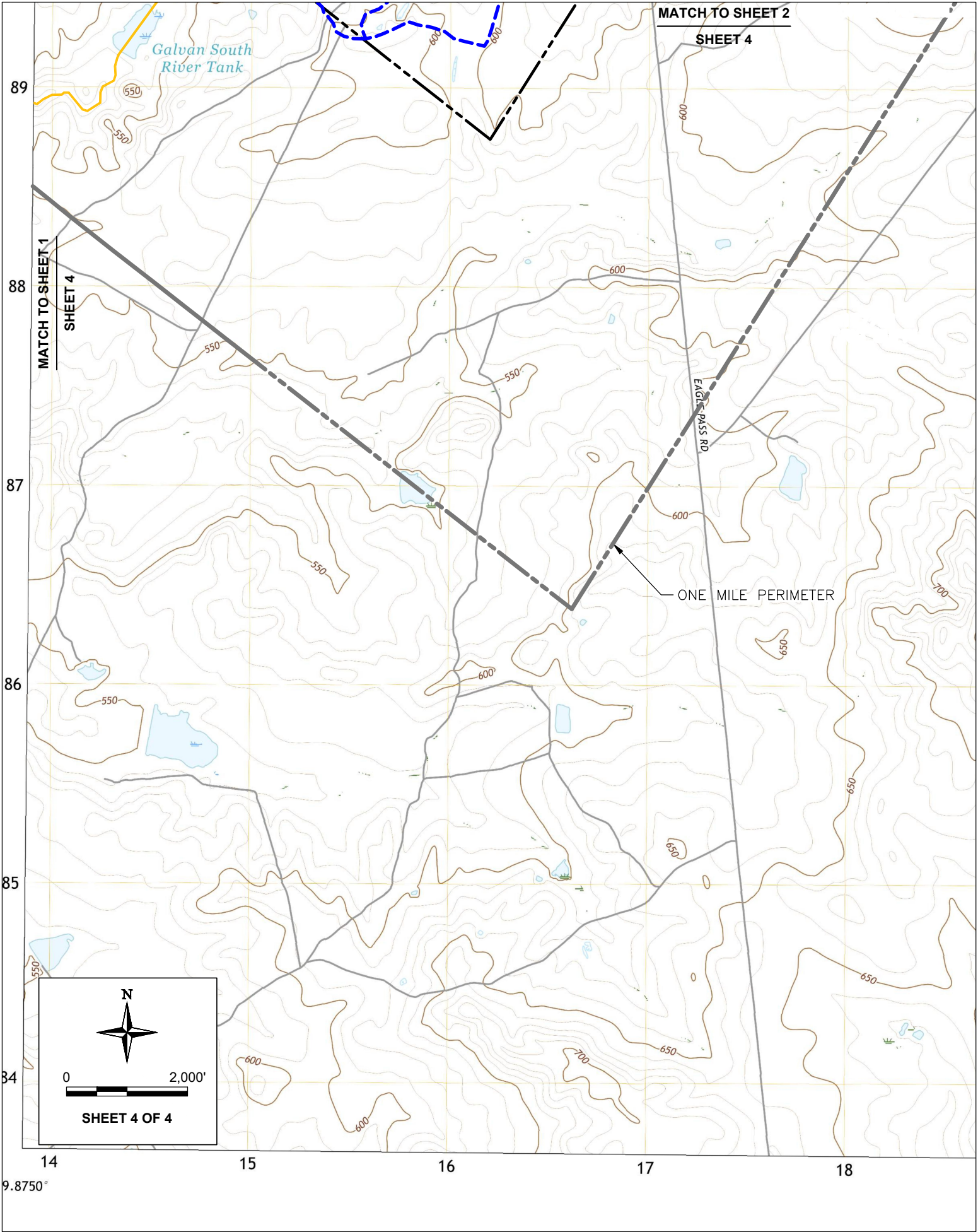
USGS TOPOGRAPHIC MAP

(ref. TCEQ-10411: Administrative Report 1.0, Item 11.b.)









FARCO MINING INC
RACHAL MINE TPDES PERMIT WQ0003229000
RENEWAL APPLICATION

ATTACHMENT 5

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)
(ref. TCEQ-10411: Administrative Report, page 15 of 19)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department

____ U.S. Army Corps of Engineers

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

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

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

The following applies to all applications:

1. Permittee: Farco Mining Inc

Permit No. WQ00 03229000

EPA ID No. TX 0096814

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

Located adjacent to FM1472 at a point approximately 19 miles northwest of the intersection of FM1472 and FM3338, and northwest of the city of Laredo, TX

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

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

First and Last Name: CAMERON TWING

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

Title: Senior Engineer

Mailing Address: 1252 Commerce Drive

City, State, Zip Code: Laramie, WY 82070

Phone No.: (307) 745-7474 Ext.:

Fax No.:

E-mail Address: ctwing@trihydro.com

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

(N/A - private ownership)

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

From discharge points to Pinto Creek and to an unnamed tributary of Espada Creek, thence to Espada Creek, thence to Rio Grande Below Amistad Reservoir in Segment No. 2304 of the Rio Grande Basin.

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

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

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

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

☐ Disturbance of vegetation or wetlands

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

N/A

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

The Rachal Mine is an unstaffed, inactive and vegetated coal mine. Land uses are 85% pastureland, 14% developed water resources and 1% industrial commercial.

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

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

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

FARCO MINING INC
RACHAL MINE TPDES PERMIT WQ0003229000
RENEWAL APPLICATION

ATTACHMENT 6

FACILITY SITE MAP

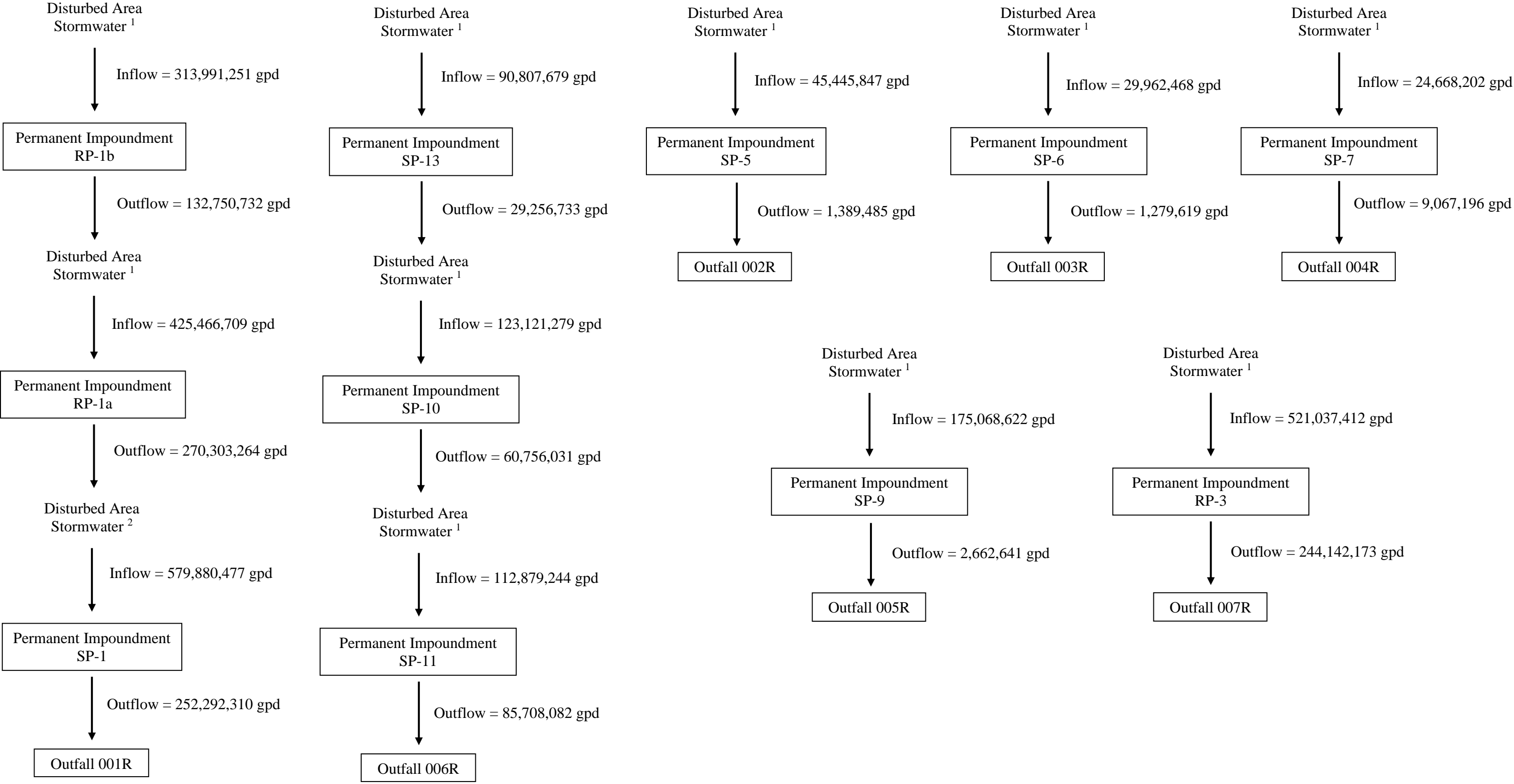
(ref. TCEQ-10055: Technical Report, Item 1.d., AND Worksheet 7.0, Item 3.)

FARCO MINING INC
RACHAL MINE TPDES PERMIT WQ0003229000
RENEWAL APPLICATION

ATTACHMENT 7
FLOW DIAGRAM

(ref. TCEQ-10055: Technical Report, Item 1.d., AND Worksheet 7.0, Item 2.b.)

Attachment 7
Rachal Mine TPDES Permit WQ0003229000
Flow Diagram



¹Total runoff volume from 25-year, 6-hour storm event as calculated by SEDCAD4 (hydrologic computer modeling program)

²Total runoff volume from 100-year, 6-hour storm event as calculated by SEDCAD4 (hydrologic computer modeling program)

Candice Calhoun

From: Cameron Twing <ctwing@trihydro.com>
Sent: Friday, April 25, 2025 1:07 PM
To: Candice Calhoun
Cc: Schoenbacher, Jeffery; Steve Linse
Subject: RE: Application to Renew Permit No. WQ0003229000 - Notice of Deficiency
Attachments: 202504_Rachal2025TPDES_WQ0003229000_RnwAppl_RespToQues_LTR.pdf; 05-FARCO Industrial Discharge Renewal Spanish NORI.docx

Candice,

Please see the attached response to the NOD comments received April 22nd. Note that Attachment 5, the NORI Spanish translation, is not included in the PDF and is attached separately in Word format as requested.

Let me know if you have any questions,

Cameron Twing, P.E.
Senior Engineer



1252 Commerce Drive
Laramie, WY 82070
(307) 755-4906 (direct)
(307) 745-7474 (office)
ctwing@trihydro.com
www.trihydro.com

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From: Candice Calhoun <Candice.Calhoun@tceq.texas.gov>
Sent: Tuesday, April 22, 2025 6:42 AM
To: Cameron Twing <ctwing@trihydro.com>
Subject: FW: Application to Renew Permit No. WQ0003229000 - Notice of Deficiency
Importance: High

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

Caution: This email is from an external sender. Please report suspicious emails using the **Report Message** button in Outlook.

Good morning,

I am forwarding over the NOD that was sent on April 17, 2025, as I had a typo in your email.

Regards,



Candice Courville

License & Permit Specialist
ARP Team | Water Quality Division
Texas Commission on Environmental
Quality
512-239-4312
candice.calhoun@tceq.texas.gov

How is our customer service? Fill out our online customer satisfaction survey at
www.tceq.texas.gov/customersurvey

From: Candice Calhoun
Sent: Thursday, April 17, 2025 12:55 PM
To: slinse@trihydro.com
Cc: ctwing@tryhydro.com
Subject: Application to Renew Permit No. WQ0003229000 - Notice of Deficiency
Importance: High

Good afternoon, Mr. Linse,

The attached Notice of Deficiency (NOD) letter dated April 17, 2025, requests additional information needed to declare the application administratively complete. Please send complete response no later than May 1, 2025.

Please let me know if you have any questions.

Regards,



Candice Courville

License & Permit Specialist

ARP Team | Water Quality Division

Texas Commission on Environmental
Quality

512-239-4312

candice.calhoun@tceq.texas.gov

How is our customer service? Fill out our online customer satisfaction survey at
www.tceq.texas.gov/customersurvey



April 25, 2025

Ms. Candice Calhoun
Applications Review and Processing Team (MC148)
Water Quality Division
Texas Commission of Environmental Quality

RE: Farco Mining, Inc.
Renewal application for Rachal Mine TPDES Permit WQ0003229000
Response to Comments

Dear Ms. Calhoun:

On behalf of Farco Mining Inc. (Farco), Trihydro Corporation (Trihydro) is submitting these responses to the comments in your letter dated April 17, 2025, on the TPDES renewal application referenced above.

1. *Comment: Our records indicate that an original paper application was not received.*

Response: The paper application was shipped on April 14th via UPS to TCEQ at the address indicated in your letter. Due to UPS shipping delays coupled with TCEQ's holiday closure from Friday, April 18th through Monday, April 21st, the shipment was delivered on Tuesday, April 22nd.

2. *Comment: We were unable to confirm payment of the application processing fee.*

Response: Check number 71917 from Trihydro Corporation in the amount of \$1,215.00 was sent attached to the payment submittal form to the address referenced in your letter, and was confirmed by USPS to have been delivered to the P.O. box on April 17th.

3. *Comment: Section 10, item f: the lease agreement provided is not between the applicant and the owner of the land. Please provide a lease agreement between the two.*

Response: An incomplete accounting of the lease documents was provided in the application submitted to TCEQ on April 14th. The full lease documents are included with this letter as Attachment 1.

4. *Comment: Core Data Form (CDF): the facility location description provided in section III; item 23 differs from the description listed on the current permit. Please provide clarification on the correct facility description. Also, provide updated forms as applicable (CDF, PLS, SPIF, etc.).*

Response: The correct facility description should be consistent with the current permit. A revised CDF (page 2), PLS, and SPIF (page 1) are included with this letter as Attachments 2, 3, and 4, respectively.



Ms. Candice Calhoun
April 25, 2025
Page 2

5. *Comment: The following is a portion of the NORI which contains information relevant to your application. Please read it carefully and indicate if it contains any errors or omissions.*

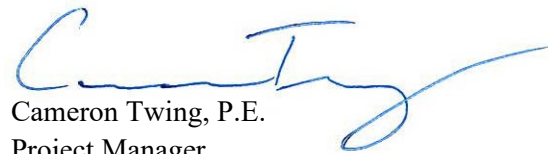
Response: The information in the portion of the NORI in your letter is correct and has no errors or omissions.

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

Response: The translated Spanish NORI is included with this letter, in Microsoft Word format, as Attachment 5.

If you have any questions regarding these responses, please contact me at (307) 745-7474 or ctwing@trihydro.com.

Sincerely,
Trihydro Corporation



Cameron Twing, P.E.
Project Manager

CHEVR-023-0009

Attachments

pdfc: Jeff Schoenbacher, Chevron EMC
Steve Linse, Trihydro

ATTACHMENT 1

FULL LEASE AGREEMENT

Farco Mining Inc.
Rachal Mine
TPDES Permit WQ0003229000
2025 Renewal Application

The applicant bases his legal right to enter on:

- Mining Lease by and between the Ed Rachal Foundation and Farco Mining of Texas, Inc., dated August 3, 1998 (The Rachal Lease)
- Assignment Agreement by and between Farco Mining of Texas, Inc. and Chevron USA Inc., dated August 31, 1998, regarding the Rachal Lease
- Consent to Assignment and Sublease executed by the Ed Rachal Foundation, dated August 25, 1998, consenting to the above assignment
- Sublease Agreement by and between Chevron USA Inc. and Farco Mining Inc., dated August 31, 1998
- Kelmac, Inc. changed its name to Farco Mining Inc. on October 1, 1998 (See Rachal Permit Transfer Application, Supplement 1, January 1999)
- Special Warranty Deed and Bill of Sale, effective July 5, 2000
- Deed, effective July 5, 2000
- Royalty Division Order, witnessed March 28, 2001
- Royalty Division Order, witnessed July 30, 2001

On July 5, 2000, Galvan Ranch, Ltd. purchased the surface and one-half of the coal rights to the entire Galvan Ranch from the Ed Rachal Foundation. On the same date, Galvan Ranch, Ltd. conveyed all of the coal and other oil, gas and mineral rights which had been acquired by it from the Foundation to Galvan Ranch Mineral Trust. The existing Mining Lease Agreement was assigned as part of the purchase.

STATE OF TEXAS

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COUNTY OF WEBB

MINING LEASE AGREEMENT

This Mining Lease Agreement made and entered into this 3rd day of August, 1998, the effective date, by and between Ed Rachal Foundation, whose mailing address is 210 South Carancahua, Suite 303, Corpus Christi, Texas 78401, hereafter referred to as "Lessor" or "The Foundation" and Farco Mining of Texas, Inc., whose mailing address is P.O. Box 11050, Fort Smith, Arkansas 72917-1050, hereafter referred to as "Lessee" or "Farco".

WHEREAS the Foundation and Farco have been parties to a certain coal mining lease dated May 9, 1978, which is recorded in Volume 561, at pages 252-264, office of the County Clerk, Webb county, Texas, covering a portion of the hereinafter described property, and

WHEREAS the Foundation and Farco, on the 16th day of February, 1987, entered into an Amendment to Mining Lease, which is recorded in Volume 1236, at pages 258-260, office of the County Clerk, Webb County, Texas, covering a portion of the hereinafter described property, and

WHEREAS the Foundation and Farco, on the 28th day of January, 1993, entered into a Second Amendment to Mining Lease, which is recorded in Volume 88, at pages 167-169, office of the County Clerk, Webb County, Texas, covering a portion of the hereinafter described property, and

WHEREAS these instruments no longer accurately reflect the understanding and intention of the parties, and

WHEREAS it is the desire of the Foundation and Farco to enter into a new agreement, superseding, and replacing this previous coal lease and amendments thereto, in order to more clearly reflect the intentions and agreement of the parties.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations in hand paid to the Lessor by Lessee the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and covenants herein expressed to be kept and performed by the parties hereto, the parties hereby agree to the following terms and conditions:

REX Q

1. **LEASED PREMISES:**

Lessor hereby leases to the extent of its ownership and rights, all of the surface and all of the merchantable, commercially available and economically recoverable coal together with the right to drill, prospect and explore for, and to mine and remove by slope, strip, auger or gasification the coal on, in and underlying the following described "Leased Premises" situated in the County of Webb, the State of Texas, to wit:

(Tracts West of Mines Road)

A tract of land containing 1,443.43 acres, more or less, in Webb County, Texas, being a part of the Balconcitos Tract of the Joaquin Galan Tract, Survey 2182, Abstract 65, Patent No. 514, Volume 24, that was conveyed to Ed Rachal under deed dated January 5, 1948, executed by Bruna Ortiz de Puig and husband V.L. Puig, as recorded in Volume 199, pages 372-3, Deed Records of Webb County called to contained 17,600 acres, and reference is here made to said Deed and the record thereof for all purposes; this 1,443.43 acre tract being more particularly described as follows, to-wit:

Beginning at a fence corner, the intersection of the southeast line of above mentioned 17,600 acre tract with the west right-of-way line of the county road known as the Laredo-Eagle Pass River Road or the "Mines" Road, said fence corner being the north corner of the Desiderio Trevino tract and the most easterly corner of this tract;

Thence South 32 degrees 53 minutes West 4,200.00 feet with fence and northwest line of said Trevino tract to the most southerly corner of this tract;

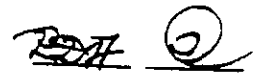
Thence North 52 degrees 00 minutes West 6,200.00 feet to the most westerly corner of this tract;

Thence North 19 degrees 56 minutes East 13,231.6 feet to the northwest corner of this tract;

Thence North 80 degrees 10 minutes East 600.0 feet to a point under fence on the west right-of-way line of the "Mines" road for the most northerly corner of this tract;

Thence South 09 degrees 50 minutes East 3,000.00 feet with fence and west right-of-way line of said road to the place of beginning,

AND



A tract of land containing 496.48 acres, more or less, in Webb County, Texas, being a part of the Balconcitos Tract of the Joaquin Galan Tract, Survey 2182, Abstract 65, Patent No. 514, Volume 24, that was conveyed to Ed Rachal under deed dated January 5, 1948, executed by Bruna Ortiz de Puig and husband V.L. Puig, as recorded in Volume 199, Pages 372-373, Deed Records of Webb County called to contain 17,600 acres, and reference is here made to said Deed and the record thereof for all purposes; this 496.48 acre tract being more particularly described as follows, to-wit:

Beginning at a fence corner, the intersection of the southeast line of above mentioned 17,600 acre tract with the west right-of-way line of the county road known as the Laredo-Eagle Pass River Road or the "Mines" Road, said fence corner being the north corner of the Desiderio Trevino tract;

Thence South 32 degrees 53 minutes West 4,200.00 feet with fence and northwest line of said Trevino tract to the eastern and beginning corner of this tract;

Thence South 32 degrees 53 minutes West 3,210.0 feet with fence and northwest line of said Trevino tract to the most southerly corner of this tract;

Thence North 52 degrees 00 minutes West 7,310.0 feet to the most westerly corner of this tract;

Thence North 49 degrees 30 minutes East 3,270.0 feet to the most northerly corner of this tract;

Thence South 52 degrees 00 minutes East 6,200.0 feet to the point of beginning of this tract.

AND

(Tract East of Mines Road)

A tract of land containing 375.93 acres, more or less, in Webb County, Texas, being a part of the Balconcitos Tract of the Joaquin Galan Tract, Survey 2182, Abstract 65, Patent No. 514, Volume 24, that was conveyed to Ed Rachal under deed dated January 5, 1978, executed by Bruna Ortiz de Puig and husband V.L. Puig, as recorded in Volume 199, pages 372-3, Deed Records of Webb County called to contain 17,600 acres, and reference is here made to said Deed and the record thereof for all purposes; this 375.93 acre tract being more particularly described as follows, to-wit:

Commencing for a tie at a fence corner, the intersection of the southeast

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line of above mentioned 17,600 acre tract with the west right-of-way line of the county road known as the Laredo-Eagle Pass River Road or the "Mines" Road, said fence corner being the north corner of the Desiderio Trevino tract;

Thence North 06 degrees 50 minutes West 3,000.0 feet with fence on the west right-of-way line of said county road to a deflection point;

Thence North 09 degrees 50 minutes West 4,720.0 feet with fence on the west right-of-way line of said county road to the southwest and beginning corner of this tract;

Thence North 09 degrees 50 minutes West 5,280.0 feet with fence on the west right-of-way line of said county road to the most northerly corner of this tract;

Thence South 68 degrees 59 minutes East 4,959.5 feet to the northeast corner of this tract;

Thence South 12 degrees 00 minutes West 3,500.00 feet to the southeast corner of this tract;

Thence West 3,000.0 feet to the place of beginning;

AND

(Part of Road)

A tract of land containing 8.5 acres, more or less, being a part of the Balconcitos Tract of the Joaquin Galan Tract, Survey 2182, Abstract 65, Patent No. 514, Volume 24, that was conveyed to Ed Rachal under deed dated January 5, 1978, executed by Bruna Ortiz de Puig and husband V.L. Puig, as recorded in Volume 199, on pages 372-373, Deed Records of Webb County called to contain 17,600 acres, and reference is here made to said Deed and record thereof for all purposes; this 8.5 acre tract being more particularly described as follows, to-wit:

The 8.5 acres is an area approximately 3,700 feet long and 100 feet wide that is located between and adjacent to two tracts of land described in the original mining lease recorded in Volume 561, page 252, in the office of the County Clerk, Webb County, Texas. This area is also known as being a part of the County Road FM 1472.

2. TERM:

This Lease Contract and all the rights herein granted shall be and remain in force and effect for a term of five (5) years from the date hereof, and as long thereafter as Mining Operations are being diligently prosecuted upon the Leased Premises. "Mining Operations", for the purpose of this lease, shall mean those activities involving the actual mining and removal or preparation for the actual mining and removal of coal from the leased premises. Reclamation activities on the leased premises as hereinafter provided, shall not be deemed to be Mining Operations as will perpetuate the term of this lease. The Lessee shall however, after the expiration of the term of this lease, retain the right of entry to conduct such reclamation operations as provided for herein.

This Agreement shall become effective upon its execution and delivery by the Lessor. Upon the termination of this Lease, Lessee shall have a limited right of access for a period of twelve (12) months thereafter, to remove all machinery, equipment and personal property from subject property. All such personal property remaining at the conclusion of such period shall be deemed to have been abandoned by Lessee.

Lessee or any assignee hereunder shall have the right to terminate this lease subject to payment of all sums then due under the terms of this agreement prior to its expiration by delivering to Lessor a recordable release covering all or any part of the land covered by this lease. Thereafter, Lessee shall be relieved of all obligations to pay further or future advance royalties. No such termination shall reduce or eliminate the Lessee's obligations covering reclamation or restoration of other surface improvements as required elsewhere in this lease.

3. EXPLORATION:

Lessee shall have and is hereby granted the right, subject to the conditions, restrictions and limitations contained elsewhere in this agreement, of ingress and egress to the surface of said Leased Premises, to explore, prospect, drill or otherwise test the same for coal, at any time during the term hereof.

4. MINING OPERATIONS:

Lessee covenants that it will conduct its mining operations in a workmanlike manner, that such mining operations will be in accordance with the laws of the United States of America, the State of Texas and any other governing authorities with respect to its activities and Mining Operations hereunder.

A maximum of two (2) entrances shall be active at any given time. These entrance locations will be agreed upon in advance by the Lessor and Lessee.

In connection with all Mining Operations hereunder, Lessee agrees that it will hold Lessor harmless from any claims, losses, damages, costs or expenses of any kind or nature which may arise of, be created or asserted against it by reason of the use made by Lessee

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or its authorized agents of any part of the Leased Premises; that it will be solely responsible for the payment of labor, material, equipment and supplies contracted by it or furnished at its instance or request in connection with its mining operations on leased premises; that it will keep accurate accounts and suitable books at its office showing all coal mined, removed and sold from said leased premises, and that Lessor shall have the right at all reasonable times to inspect such books, instruments and records for the purpose of checking and verifying the amount of any coal actually mined, removed and sold from the leased premises.

5. EXEMPT PURPOSE USE:

It is understood by the parties hereto that in order to maintain its present tax status with the Internal Revenue Service the Lessor is limited as to the percentage of the Lessor's property which can be used by Lessee hereunder as well as for any other similar operations. For this reason, the Leased Premises will be categorized in three areas:

- (A) Pre-mine inactive acreage - Lands in the permit and not yet disturbed by coal removal operations.
- (B) Active mine acreage - Lands in the permit where the current years coal removal operations are being performed.
- (C) Post-mine inactive acreage - Lands in the permit where coal removal operations have been completed and the land is currently or in the future subject to the reclamation activities according to the requirements of the Railroad Commission of Texas.

Lessee will provide a map to Lessor by August 31st of each year showing the current year's operation area and the projected operation area for the upcoming year. At no time during the term of this lease will the Active Mine Acreage contain more than 500 acres.

6. ADVANCE MINIMUM ROYALTIES:

As of the effective date of the lease, Lessee shall pay to Lessor an advance minimum royalty of [REDACTED] for executing this lease, and another [REDACTED] six months later, which represents an advance against future royalties. Lessee further promises to pay the following on each anniversary date of this lease as an additional advance against royalties:

a) [REDACTED] on the 1st and 2nd anniversary dates of this lease, each of which represents a further advance against future royalties for each subsequent year.

b) [REDACTED] on the 3rd and 4th anniversary dates of this lease, which represents an advance against future royalties for each subsequent year.

c) [REDACTED] for the 5th anniversary date and each subsequent year until this lease is terminated.

Advance minimum royalties shall be made payable by Lessee's check to Lessor. Any amount paid as advance royalty is non refundable by the Lessor, however, advance royalties shall be credited on and deducted from the per ton earned royalty as same becomes due and payable.

7. EARNED ROYALTIES:

As earned royalties for coal mined and removed from the Leased Premises hereunder, Lessee agrees to pay Lessor an adjustable/flat tonnage royalty in the amount of the greater of either (a) [REDACTED] per gross short ton (two thousand (2,000) pounds); or (b) [REDACTED] of the average gross sales price either (i) received by Farrell-Cooper Mining Company from its customers in Texas or (ii) from those customers whose coal is shipped from the Port of Corpus Christi, less transportation by truck and/or railroad from the mine scales to the customer and/or to the Port of Corpus Christi, less third party charges at the Port of Corpus Christi for loading vessels and less a flat rate of [REDACTED] per ton for additional Port operating costs incurred by the Lessee, whichever is the applicable shipping point. This earned royalty per ton shall be based on an as mined ton (before washing) when the coal leaves the Leased Premises, less an average rejection factor based on a 4 year moving average for Lessor's coal. Weighing shall occur at the screening and processing plant located on the Fasken Oil and Ranch, LTD property.

Earned mining royalties shall be payable by the 25th of the month following the month during which the subject coal is mined and/or sold.

All royalty payments shall be payable at the address of Lessor specified herein, or at such other place as may be designated by Lessor in writing.

Notwithstanding the other provisions hereof, regardless of when any coal is sold, all royalties from coal mined will be paid no later than 90 days from when coal is removed from the Leased Premises.

Lessor agrees that the payment of minimum royalties and earned royalties, together with the performance of all other covenants contained herein by Lessee, shall operate to satisfy any and all claims for damage, detriment or injury to the above described lands caused by or growing out of Lessee's mining operations thereon, except for the fulfillment of the Lessee's obligation for reclamation and other surface restoration as herein required.

Lessee shall not be required to mine, remove, or pay for any unmerchantable coal, unless Lessee sells the same.

8. RECLAMATION:

Lessee agrees that in reclaiming the Leased Premises after mining, all spoil banks will be graded and revegetated. The grading will be done on a progressive basis; as the stripping advances, the spoil banks will be leveled as soon as possible without interfering with the actual mining. Nevertheless, all grading and other reclamation will be conducted in accordance with all applicable laws and regulations. Every effort will be made to keep the topsoil suitable for plant growth. An acceptable grass will be either sprayed or mechanically distributed so as to insure an even growth over the entire area. In the event that the grass does not grow well, then other vegetation will be planted that is the most suitable for the soil. Depending upon the climate conditions, planting will be done at the most suitable time. Water may be impounded on the final highwall or last cut of the mine operation with the highwall sloped to the water level that is to be impounded.

Lessor agrees that so long as the Lessee is in compliance with all applicable reclamation laws and regulations, the Lessee may reclaim the mined premises to a postmining land use that is compatible with Lessee's mining plans and Lessor's anticipated post mining land use. It is agreed that this will typically be an appropriate mixture of temporary and permanent grasses and legumes, and may include permanent impoundments, depressions and roadways.

Any removed or destroyed boundary fences will be replaced before termination of this lease.

If, after the expiration of this lease, entry upon the lands described above should be required in order to comply with Lessee's obligation for reclamation as required by the governmental laws and regulations, the Lessee shall not be required to pay any additional compensation for such entry by men and machinery and the performance of any required reclamation work.

9. CONDITIONS OF ENTRY:

Lessee's employees and agents will not be permitted to carry any firearm on the leased premises unless it is a permitted concealed weapon. Lessee's employees and agents will not be permitted to hunt or fish on the leased premises. Lessee agrees to pay one hundred and fifty percent (150%) of the market price for any game animal improperly taken by any of Lessee's employees or agents as determined by Lessor in its sole discretion. To the extent the Lessee has the legal authority, Lessee hereby consents to the search of any vehicle located on the leased premises owned, used or operated by Lessee's employees and agents for the within purposes.

10. ASSIGNMENT OF AGREEMENT:

The Lessee shall have the right to assign or sublet this Lease with the consent of Lessor, of which consent shall not be unreasonably withheld. Any approved successor or

assign of the Lessee shall be responsible for making the payments heretofore specified and shall be responsible for the performance of all other and further obligations and duties of the Lessee under the terms of this Agreement.

11. RELEASE OF AGREEMENT:

Once all merchantable coal has been mined and removed from any portion of the Leased Premises, Lessee shall, upon the request of the Lessor, execute and deliver to the Lessor a release, releasing any such property from this Agreement. Lessee shall, however, reserve the right to enter upon any property so released for the purposes of conducting any and all reclamation activities with respect to such released property.

12. OTHER FORMS AND DOCUMENTS:

The Lessor agrees to sign all forms and documents required by the State and/or Federal Government needed for permitting the land for mining coal so long as such forms or documents are not substantially detrimental to, or interfere with, Lessor's property use on adjoining lands. Lessor further agrees to furnish Lessee with consents, affirmations or waivers which are required by present or future laws, which Lessor is legally capable of providing to enable Lessee to exercise its rights under this lease so long as such consents, affirmations or waivers are not substantially detrimental to, or interfere with, Lessor's property use on adjoining lands. Lessor agrees to refrain from interfering with, delaying, or obstructing Lessee's exercise of any of its rights hereunder, but such agreement will not limit the Lessor's right to file protests or make objections to governmental agencies or to assert any and all other legal rights to which they may be entitled. Lessor does agree, however, to provide the Lessee with at least 90 days written notice of any problem giving rise to any protest or objection to any governmental agency.

13. EASEMENTS AND RIGHTS OF WAY:

From time to time during the term of this lease, Lessor gives and grants to Lessee the use of a portion of the surface which is owned by Lessor on the Rio Grande River side of FM 1472 and outside the Leased Premises, for purposes which are incident to the conduct of Lessee's mining operations on the Leased Premises, expressly including the right to install and maintain pole lines and wires, dig ditches for drainage of water, lay pipe lines, erect towers, construct and maintain haulroads, and do any and all things of a like nature so long as they are incident to Lessee's mining operations. Lessee shall not have the right to transport coal mined from property other than that of the Lessor across the Leased Premises. The use of the surface outside the Leased Premises will be within designated easements mutually agreed to by the Lessor and Lessee and shall not exceed three easements of a maximum of 50' widths.

The Lessor agrees to grant an easement or right of way to any electric power company, pipeline company, water company or any other person, company, or entity having an easement or right of way over the above described property for the purpose of relocating any such easement or right of way to a safe or convenient distance away from

the coal seam and the Mining Operations. Any such relocation will be at no expense to the Lessor and the location of such easement will be mutually agreed to by the Lessor and Lessee.

14. COMPLIANCE WITH LAWS AND REGULATIONS:

As part of the consideration for this lease, Lessee covenants and agrees to comply with the mining and other applicable laws of the State of Texas and the United States, and further agrees to comply with the provisions of the Workmen's Compensation Act of the State of Texas. In connection with the foregoing, Lessee hereby agrees to protect and save harmless Lessor from any claim for damages, personal injuries or death, which may occur to any person or persons in the operation of any mine located upon the above Leased Premises.

15. WARRANTY OF TITLE AND LESSOR INTEREST:

Lessor warrants and agrees to defend title to said Leased Premises and in the event that the Lessor owns a lesser interest than the entire interest therein, then the payments herein provided for shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole.

In the event a valid question as to the Lessor's title to the Leased Premises arises, the Lessee may hold in suspense all payments due under this lease until such time as the title question is resolved. Such suspended payments will be deposited in an interest bearing account designated by the Lessor, but in the name of the Lessee. Any accumulated interest will be paid to the person or entity entitled to original deposit. The amount of payment suspended will be proportionate to the percentage of title in question.

Lessor shall assist and fully cooperate with Lessee with respect to any action or proceedings deemed necessary by Lessee to render title of Lessor to the Leased Premises defensible and of record.

16. TAXES:

While this lease remains in force, Lessee agrees to pay all increases in the ad valorem taxes levied and assessed on the real estate owned by Lessor and leased hereunder which are a result of the Lessee's past or future operations on the Leased Premises. In addition, Lessee agrees to pay all taxes levied and assessed upon any machinery, equipment, buildings, supplies on all other property owned by it and utilized in its mining operations.

Should any taxes payable by Lessor remain unpaid which might in any way affect the rights of Lessee hereunder, Lessee shall have the right at its option to pay any royalties due Lessor in the discharge of such tax obligations and such payments shall have the same effect as if paid directly to Lessor unless Lessor is contesting in good faith and by appropriate legal proceeding and such taxes and the nonpayment thereof shall not adversely effect the rights of Lessee hereunder.

17. NOTICES:

Any notice herein required shall be given through United States Certified mail, first class, postage prepaid, return receipt requested, addressed to the respective parties at the following address:

In the case of the Lessee:

Farco Mining of Texas, Inc.
P.O. Box 11050
Fort Smith, Arkansas 72917-1050

In the case of the Lessor:

The Ed Rachal Foundation
210 South Carancahua, Suite 303
Corpus Christi, Texas 78401

Written notice of change in address of either party shall be given to each party by the other party. A notice shall be deemed given and delivered to the party to whom it is addressed forty-eight (48) hours following the date upon which it is deposited in a United States Post Office for mailing, as herein provided.

No change in the ownership of said land or of payments of monies due under this agreement shall be binding upon Lessee until and after Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

18. FAILURE OF LESSEE TO PERFORM:

Lessee agrees to complete the operations contemplated by the terms hereof, within the express term hereof; however, its failure to perform or comply with any of the covenants or conditions hereof shall not be a ground for cancellation, termination or forfeiture hereof during such time as such failure to perform is caused or compliance is prevented by severe weather, unusual mining casualty, flood, insurrection, riots, acts of God, inability to obtain permits and licenses or approvals by regulatory bodies or any express term hereof shall be extended for a period of time equal to the duration of any such occurrence, as long as the Lessee exercised due diligence in the prosecution of its mining efforts.

19. COMPLETE AGREEMENT AND AMENDMENTS:

This agreement states the entire agreement between the parties and replaces all oral and written representations, correspondences and agreements. Any amendments to this agreement shall be made in writing, duly executed by the parties.

20. NO OTHER LEASES:

Lessor affirms that this Mining Lease Agreement is the only active lease agreement that Lessor has granted covering the subject tract of land and Lessee has exclusive rights granted therein.

21. ATTORNEY FEES:

It is agreed between parties hereto, that in the event it becomes necessary for either party to commence legal action for the enforcement of any of the terms of this lease, or to interpret any of the rights and/or liabilities created by this lease, that in such event the prevailing party in such action will be entitled to recover their costs and attorney fees expended in such action.

22. OTHER MINERAL DEVELOPMENT:

Nothing in this lease agreement shall be deemed to grant or convey any interest the Lessor may have in any oil, gas or any other mineral except coal. The Lessor expressly retains the right to drill, explore and prospect for and produce, develop or remove any oil, gas or any other mineral except coal underlying the surface of the lands herein described; providing such rights do not interfere unreasonably with mining operations of Lessee.

23. SUCCESSOR AND ASSIGNS BOUND:

The terms and provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto, have caused this Mining Lease to be duly executed and delivered by their respective representatives or corporate officials as of the day and year first above written.

EXECUTED as of the day and year first hereinabove written.

LESSOR:

THE ED RACHAL FOUNDATION

By: Paul D. Altheide
Paul D. Altheide President

SEAL:

Attest: Claude V. D'Unger
Claude V. D'Unger Secretary/Treasurer

LESSEE:

FARCO MINING OF TEXAS, INC.

By: Charles C. Farrell
CHARLES C. FARRELL President

SEAL:

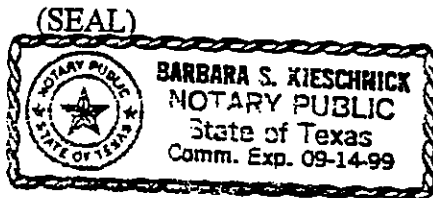
Attest: Hank Farrell Jr.
Hank Farrell Jr. Secretary/Treasurer

STATE OF TEXAS

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COUNTY OF WEBB

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of August, 1998, personally appeared Paul D. Altheide, to me known to be the identical person who subscribed the name of The Ed Rachal Foundation, to the within and foregoing instrument as its President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses, purposes and considerations therein expressed and set forth.



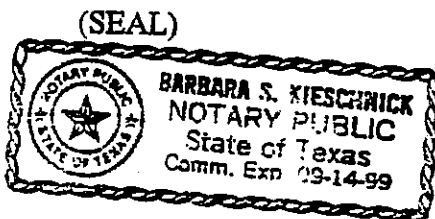
Barbara S. Kieschnick
Notary Public
My Commission Expires: 9/14/99

STATE OF TEXAS

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COUNTY OF WEBB

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of August, 1998, personally appeared CHARLES C. FARRELL, to me known to be the identical person who subscribed the name of Farco Mining Company of Texas, Inc. to the within and foregoing instrument as its President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses, purposes and considerations therein expressed and set forth.



Barbara S. Kieschnick
Notary Public
My Commission Expires: 9/14/99

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made and entered into on this 31st day of August, 1998, by and among Farco Mining of Texas, Inc. ("Farco"), a Texas corporation, and Chevron U.S.A. Inc. ("Chevron"), a Pennsylvania corporation.

RECITALS

A. Farco, Farrell-Cooper Mining Co., an Arkansas corporation, Energy Transport Corporation, a Texas corporation, and Kelmac, Inc., a Texas corporation ("Kelmac") previously entered into that certain Purchase Agreement, dated as of August 12, 1998 (the "Purchase Agreement").

B. Pursuant to the terms and conditions of the Purchase Agreement, Farco agreed to sell assign and transfer to Kelmac and Kelmac agreed to acquire, accept and assume all of Farco's right, title and interest in, to and under that certain Mining Lease Agreement, dated August 3, 1998, between Ed Rachal Foundation and Farco (the "Lease"), a copy of which is attached hereto as Exhibit A.

C. Pursuant to a Partial Assignment of Interest, dated August 26, 1998, Kelmac transferred to Chevron its rights and obligations under the Purchase Agreement with respect to the acquisition of the Lease.

D. Farco desires to assign and transfer to Chevron all of its rights and obligations under the Lease and Chevron desires to accept such assignment and to assume all of the rights and obligations of Farco under the Lease.

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BY [illegible]

E. No consent or approval of any other party to the Lease which has not already been obtained is required for the execution and delivery of this Assignment Agreement and the assignment of the Lease contemplated hereby.

AGREEMENT

In consideration of the promises contained in this Assignment Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Assignment. Farco hereby assigns and transfers to Chevron all of its right, title and interest in, to and under the Lease.

2. Acceptance. Chevron hereby accepts the assignment of the Lease. Chevron agrees to assume and promptly pay or perform, when such payment or performance is required, all obligations and liabilities of Farco under the Lease and shall receive the benefit of all rights accruing to the "Lessee" under the Lease.

IN WITNESS WHEREOF, Farco and Chevron have duly executed this Assignment Agreement on, and this Assignment Agreement shall be effective on, the date first set forth above.

FARCO MINING OF TEXAS, INC.

By: Charles C Farrell
Title: PRES.

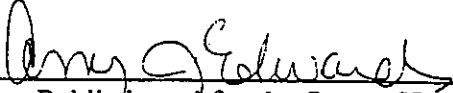
CHEVRON U.S.A. INC.

By: D. F. Gotttron
D. F. Gotttron, Attorney-In-Fact

STATE OF INDIANA

COUNTY OF MARION

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of August, 1998, personally appeared Charles C. Farrell, to me known to be the identical person who subscribed the name Farco Mining of Texas, Inc. to the within and foregoing instrument as its President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Farco Mining of Texas, Inc. for the uses, purposes and considerations therein expressed and set forth.



Notary Public in and for the State of Indiana

My Commission Expires:

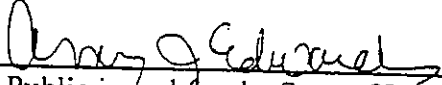
8-22-99

369300.1

STATE OF INDIANA

COUNTY OF MARION

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of August, 1998, personally appeared D.F. Gottron, to me known to be the identical person who subscribed the name Chevron U.S.A. Inc. to the within and foregoing instrument as its Attorney-In-Fact, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Chevron U.S.A. Inc. for the uses, purposes and considerations therein expressed and set forth.



Notary Public in and for the State of Indiana

SEAL

My Commission Expires:

8-22-99

369300.1

710 678

CONSENT TO ASSIGNMENT AND SUBLEASE

The undersigned, Ed Rachal Foundation ("ERF"), with the mailing address of 210 South Carancahua, Suite 303, Corpus Christi, Texas 78401, hereby consents to (i) the assignment to and assumption by Chevron U.S.A. Inc. ("Chevron"), a Pennsylvania corporation, at any time after August 14, 1998 and prior to December 31, 1998, of all of the rights and obligations of Farco Mining of Texas, Inc. ("Farco"), a Texas corporation, under that certain Mining Lease Agreement, dated August 3, 1998 (the "Lease"), a copy of which is attached hereto as Exhibit A and (ii) notwithstanding any provisions of the Lease to the contrary, the subsequent assignment or sublease of the Lease by Chevron to any of its affiliates, including without limitation, Kelmec, Inc., a Texas corporation, but no such subsequent assignment or sublease shall relieve Chevron of any of its obligations under the Lease unless ERF agrees in writing otherwise; provided, however, this consent shall only be valid and enforceable if Chevron executes the Acknowledgment below and delivers a copy thereof to ERF.

ERF acknowledges and agrees that to the best of its knowledge (i) the Lease is in full force and effect and (ii) no default, claim or dispute currently exists under the Lease.

ERF agrees to execute and deliver any agreements, documents or instruments which are reasonably necessary to reflect its consent to the assignments or subleases permitted by the provisions hereof.

Dated and agreed to this 25TH day of August, 1998.

"ERF"

ED RACHAL FOUNDATION

By: Paul D. Altheide

Title: Chief Executive Officer

ACKNOWLEDGMENT

Chevron U.S.A. Inc. acknowledges and agrees that (a) it has knowledge and experience in the coal mining industry and in the evaluation, acquisition and operation of coal interests and that in deciding to acquire the Lease (as defined above) it has not relied upon any statements, representations or warranties of the Ed Rachal Foundation or any of its consultants, representatives or advisors except as specifically set forth in the Lease (as defined above) or this Consent to Assignment and Sublease, and (b) no subsequent assignment or sublease of the Lease (as defined above) shall relieve Chevron of any of its obligations under the Lease unless the Ed Rachal Foundation agrees in writing otherwise.

Dated this 31st day of August, 1998.

CHEVRON U.S.A. INC.

By: D. H. H.

Title: ATTORNEY-IN-FACT

SUBLEASE AGREEMENT

666788

This Sublease Agreement, made, entered into and effective as of the 31st day of August, 1998, by and between Chevron U.S.A. Inc., a Pennsylvania corporation, with offices at 6400 South Fiddler's Green Circle, Englewood, Colorado 80155, hereinafter called "Chevron," and Farco Mining, Inc., a Texas corporation, with a mailing address at P.O. Box 2607, Laredo, Texas 78044-2607, hereinafter called "Farco."

W I T N E S S E T H:

WHEREAS, Chevron owns certain mining leases on coal bearing lands located in Webb County, State of Texas; and

WHEREAS, Farco desires to acquire the rights and privileges of Chevron in the subject leases for the purpose of exploration and production of coal from the leased lands.

NOW, THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration Chevron does hereby sublease, sublet and set over unto Farco upon and subject to the conditions hereinafter set forth all right, title and interest in and to the Chevron owned coal leases specifically identified in Exhibit "A", attached to and made a part of this Sublease.

1. This Sublease Agreement is subject to the respective terms and provisions, conditions, options, stipulations and agreements contained in each of the mining leases identified in Exhibit A. Farco hereby agrees to comply with such terms and provisions and to hold Chevron harmless from any claims, damages and losses resulting from or arising out of this Sublease Agreement or resulting from or arising out of its mining operations on the land subject to this Sublease Agreement.

2. Chevron agrees that Farco shall have the exclusive right to prospect and mine the leased premises for coal but all such rights as to the other minerals, if any, are retained by Chevron provided, however, that such retained rights shall be subordinate to Farco's right to prospect for coal and to mine the same.

3. Chevron retains all rights to terminate any of the leases subject hereto. Farco agrees to notify Chevron whenever in its opinion any of the leases should be terminated; thereafter Farco shall be relieved of all obligations under said lease insofar as this Sublease Agreement is concerned. Chevron agrees that it shall not exercise any right of termination until after receipt of such notice from Farco.

4. Farco agrees to pay the respective lessors the required amounts of advance royalty, delay rentals, earned royalty and other payments due under the terms of the respective leases, as the case may be. Additionally, Farco agrees to pay Chevron the sum of \$1.00/ton of coal mined and sold from the respective leases.

5. Chevron and Farco agree that all rights, privileges, duties, obligations and liabilities not specifically reserved to or assumed by Chevron pursuant to this Sublease Agreement are hereby vested in and assumed by Farco.

6. This Sublease Agreement shall be effective as of the date hereof and shall continue in effect for 25 years and thereafter unless and until cancelled by written notice given by either party to the other at least 30 days in advance of any termination date.

7. Farco covenants and agrees with Chevron that it will not commit any act of default under any lease subject hereto and further agrees that in the event the lessor of any such lease shall notify either Chevron or Farco that a default exists under its lease Farco agrees to remedy or rectify or alleviate said default with 30 days after receipt of notice of said default.

8. Chevron hereby agrees that Farco may utilize the property covered by the mining leases identified in Exhibit "A" for the production of non-mining revenue provided that the use made of the leased premises in the production of non-mining revenue shall not be in violation of any of the terms and provisions of the respective lease. Chevron agrees that Farco shall retain all of the non-mining revenues from the utilization of the properties subject to the leases covered by this Sublease Agreement.

This Sublease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Chevron and Farco have caused this Sublease Agreement to be executed by its duly authorized officers and agents as of the day and year first above written.

CHEVRON U.S.A. INC.

By: DF Atte SPE
Title: Attorney-in-Fact

FARCO MINING, INC.

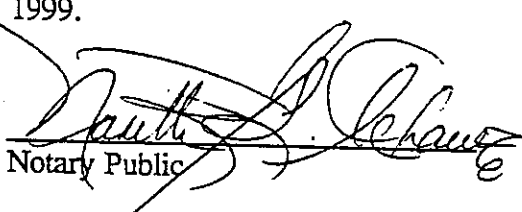
By: Steven J. Parker SPE
Title: President

STATE OF COLORADO)

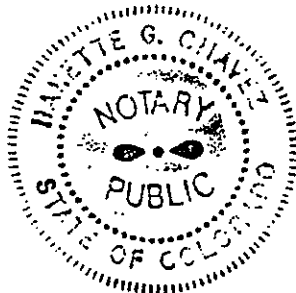
ARAPAHOE COUNTY)

) ss.

I, NANETTE G. CHAVEZ, a notary public in for said county in said state, hereby certify that D. F. Gottron, whose name as Attorney-in-Fact of Chevron U.S.A. Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Further, I hereby certify that Steven J. Parker, whose name as President of Farco Mining, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this 10th day of June, A.D. 1999.


Notary Public

My commission expires: 2-1-2000



Notary Public
Nanette G. Chavez
8733 E. Doane Place
Denver, Colorado 80231

CLERK OF DISTRICT COURT
ARAPAHOE COUNTY, TEXAS
99 JUL -8 PM 1:20
FILED
BY _____ DEPUTY

SPECIAL WARRANTY DEED
AND
BILL OF SALE

700344

STATE OF TEXAS

COUNTY OF WEBB

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KNOW ALL MEN BY THESE PRESENTS:

THAT, THE ED RACHAL FOUNDATION, a Texas non-profit corporation, whose address is 210 S. Carancahua Street, Suite 303, Corpus Christi, Texas 78401 (hereinafter called GRANTOR), for and in consideration of [REDACTED] Dollars and other good and valuable consideration paid in cash by GRANTEE herein, and as additional consideration GRANTEE'S express agreement to the terms, conditions, restrictions and covenants of this conveyance, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the execution and delivery by Grantee herein of its one certain promissory note of even date herewith, in the principal sum of [REDACTED] payable to the order of The Laredo National Bank (hereinafter called LENDER) with offices located at 700 San Bernardo Ave., Laredo, Webb County, Texas 78040, said note representing a part of the purchase price of the herein described property, payable as therein provided, and bearing interest at the rates therein specified, and providing for acceleration of maturity in the event of default and for attorney's fees, the payment of which note is secured by a Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Albert T. Lowry, TRUSTEE, subject to the terms, conditions, restrictions and covenants herein, has GRANTED, SOLD and CONVEYED and by these presents, does hereby GRANT, SELL and CONVEY unto GALVAN RANCH, LTD., a Texas limited partnership whose address is 217 W. Village Blvd., Suite No. 3, Laredo, Texas 78041 (herein called GRANTEE), all of the following described property in Webb County, Texas:

0932 631

CONVEYED PROPERTY

Land. Those certain two (2) tracts of land more particularly described by metes and bounds on the attached Exhibit "A" comprising 67,772.04 acres, whether more or less (hereinafter, the "Land"), including all of the oil, gas and all other minerals (including but not limited to, oil, gas and all derivatives there from) that may be produced on, from, or under the said Land, LESS and EXCEPT the Reserved Minerals, (as hereinafter defined) (that interest in the said minerals conveyed to Grantee hereunder being hereafter referred to as the "Conveyed Minerals").

Improvements. The right, title and interest of GRANTOR in and to those certain structures, fixtures, utility lines and infrastructure presently situated on or under the Land, including windmills and tanks, domestic water systems, fences, buildings and structures, mobile homes, and all fixtures appurtenant thereto (which also includes items such as all ranch and other equipment, personal property, deer blinds, feeders, furniture and fixtures situated on the Land or within the Improvements) (all of the foregoing in this section hereinafter referred to as the "Improvements"); provided, however, that the conveyance of the Improvements is made AS-IS, WHERE-IS, WITH ALL FAULTS, and Grantor disclaims any and all representations and warranties concerning the Improvements other than the warranty of title thereto, including the warranty of merchantability and fitness for any particular purpose.

[Handwritten signature]

The Land, Improvements and Conveyed Minerals are sometimes hereafter referred to as the "Property."

RESERVED MINERALS

GRANTOR, for itself, its successors, or assigns, reserves an undivided one-half of its present right, title and interest in the oil, gas, coal and all other minerals in, on and under the Land (regardless of the method by which any such mineral is mined) and in the royalty on production thereof and in the executive rights relating thereto. (the "Reserved Minerals").

GRANTEE covenants that it shall not sell, assign or convey the executive rights relating to any part of the Conveyed Minerals to more than six (6) persons or entities and GRANTEE understands and agrees that if a transfer of the executive rights relating to the Conveyed Minerals to more than six (6) persons or entities takes place, any and all executive rights conveyed to GRANTEE hereunder shall automatically revert to GRANTOR. The provisions of this paragraph shall not apply to leases of the oil, gas and other minerals (which shall not be considered as sales or conveyances of interests in the Conveyed Minerals for purposes of this paragraph) nor to sales, conveyances or transfers of non-executive interests carved out of or relating to the Conveyed Minerals.

GRANTOR covenants that it shall not assign or convey the executive rights relating to any part of the Reserved Minerals to more than six (6) persons or entities and GRANTOR understands and agrees that if a transfer of the executive rights relating to the Reserved Minerals to more than six (6) persons or entities takes place, any and all executive rights retained by GRANTOR hereunder shall automatically pass to and be thereafter owned by GRANTEE, its successors and assigns. The provisions of this paragraph shall not apply to leases of the oil, gas and other minerals (which shall not be considered as sales or conveyances of interests in the Reserved Minerals for purposes of this paragraph) nor to sales, conveyances or transfers of non-executive interests carved out of or relating to the Reserved Minerals.

By delivery and acceptance of this Special Warranty Deed and Bill of Sale, GRANTOR and GRANTEE confirm that the Mineral Estate (being comprised of the Conveyed Minerals and the Reserved Minerals) is and shall always remain the dominant estate, so that the future use and enjoyment of the Land shall be such as to not unduly or unreasonably interfere with the use, enjoyment and development of the Mineral Estate.

This Deed is expressly made subject those certain "Permitted Exceptions" which are more particularly described on Exhibit "B" hereto. If the Property, or any part thereof, be currently covered by a valid and subsisting oil and gas and/or mining lease(s), then this conveyance is expressly made subject thereto; but fifty percent (50%) of all of the rights of GRANTOR under any such oil, gas and/or mining lease(s) are hereby transferred and conveyed to GRANTEE.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR hereby binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR, but not otherwise.

BUT it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described Property until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this conveyance shall become absolute. LENDER, at the instance and request of the GRANTEE herein, having advanced and paid in cash to the GRANTOR herein a portion of the purchase price of the herein described Property as is evidenced by the hereinbefore described note, the Vendor's lien, together with the Superior Title to said Property, is retained herein for the benefit of LENDER to the extent that the proceeds of said note were used to pay the purchase price of the Property, and the same are hereby transferred and assigned to the said LENDER.

For the same consideration, GRANTOR grants, sells and conveys to GRANTEE, but without warranty of any kind, whether express or implied, all lands located within GRANTOR's existing fences which lie outside of the Property described by metes and bounds on attached Exhibit "A," and all of GRANTOR's right, title and interest in any adjoining lands, strips, gores, alleys, streets and public rights of way, together with all easements serving, benefiting or appurtenant thereto, together with all rights and appurtenances pertaining to such lands, and all of Seller's right, title and interest in and to all surface leases, if any, (other than mineral leases or operations) affecting or covering such lands. This conveyance also includes all ranch and other equipment, personal property, deer blinds, feeders, furniture and furnishings situated on such lands or within the Improvements situated thereon.

In witness whereof, this Special Warranty Deed and Bill of Sale has been executed and delivered the 7 day of July, 2000, to be effective as of the 5th day of July, 2000.

GRANTOR:

ED RACHAL FOUNDATION

By: Paul D. Altheide
Paul D. Altheide, Chief Executive Officer

GRANTEE:

GALVAN RANCH, LTD.

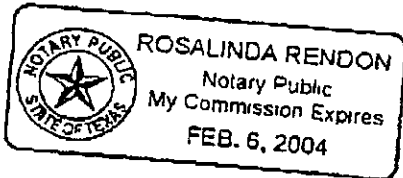
By: GALVAN DEVELOPMENT CO., L.C.,
Its General partner

By: Dennis J. Wilkerson
Dennis J. Wilkerson, Manager

By: Samuel H. Vester, Jr.
Samuel H. Vester, Jr., Manager

STATE OF TEXAS §
 §
COUNTY OF WEBB §

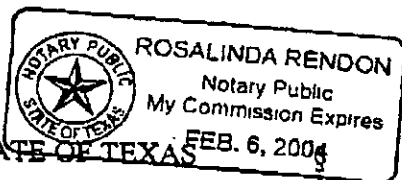
This instrument was acknowledged before me on this 7 day of JULY, 2000, by Paul D. Altheide, Chief Executive Officer of the Ed Rachal Foundation, a Texas non-profit entity, on behalf of said non-profit entity.



Rosalinda Rendon
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
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COUNTY OF WEBB §

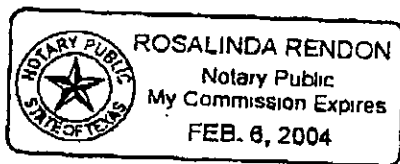
This instrument was acknowledged before me on this 5 day of JULY, 2000, by Dennis J. Wilkerson, Manager of Galvan Development Co., L.C., the General Partner of Galvan Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.



STATE OF TEXAS §
 §
COUNTY OF WEBB §

Rosalinda Rendon
NOTARY PUBLIC, STATE OF TEXAS

This instrument was acknowledged before me on this 5 day of JULY, 2000, by Samuel H. Vester, Jr., Manager of Galvan Development Co., L.C., the General Partner of Galvan Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Rosalinda Rendon
NOTARY PUBLIC, STATE OF TEXAS

0932 634

[Handwritten mark]

AFTER RECORDING RETURN TO:

Francisco J. Saldaña
217 W. Village Blvd., Suite No. 3
P.O. Box 6779
Laredo, TX 78041

::ODMA\PCDOCS\HOUSTON_11414021\8
07/05/2000
176:17562-7

DEED

THE STATE OF TEXAS
COUNTIES OF WEBB

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§
§
KNOW ALL MEN BY THESE PRESENTS
700410

KNOW ALL MEN BY THESE PRESENTS: That the GALVAN RANCH, LTD., a Texas Limited Partnership, (hereinafter called "Grantor"), for a good and valuable consideration and for the purpose of establishing a mineral trust to own, hold, lease and develop the oil, gas and other minerals and substances herein conveyed, has, subject to the matters hereinafter set out, BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED and by these presents does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto David J. Brask, Frank J. Saldaña, Jr. and Samuel H. Vester, Jr., as Co-Trustees of the GALVAN RANCH MINERAL TRUST a Mineral Trust established by written Trust Agreement dated July 5, 2000 (hereinafter called "Grantee") all of the right, title and interest of Grantor in and to the oil, gas and other minerals of every kind, character and nature regardless of the method by which same is mined or produced, and to the royalty on production thereof, all of the right, title and interest of Grantor in and to the coal and barite in, on and under, and that may be produced from, the following described lands comprising all of the Galvan ranch in Webb County, Texas, to-wit:

Those certain two (2) tracts of land more particularly described by metes and bounds on the attached Exhibit "A" comprising 67,772.04 acres, whether more or less (hereinafter, the "land").

To the extent that said land, or any part thereof, be currently covered by a valid and subsisting oil and/or Gas lease, or to a valid and subsisting mining lease covering coal or barite, then this conveyance is expressly made subject thereto; but all of the rights of Grantor under any such oil, gas and/or mining leases are hereby transferred and conveyed to Grantees. Without limiting the foregoing, this conveyance is made subject to the oil, gas and/or mining leases described on attached Exhibit "B".

This conveyance is also made and excepted subject to a 1/32 non-participating royalty interest in and to all oil, gas and other minerals, conveyed in that certain Deed from Ed Rachal to George Buck and J.N. Able dated January 5, 1948, and recorded in Vol. 199, pp. 373-374, Webb County Deed Records,, but only to the extent same is still in effect and actually affects the hereinabove described property, or any part thereof.

TO HAVE AND TO HOLD all of said oil, gas and other minerals, coal and barite unto the said Co-Trustees of the GALVAN RANCH MINERAL TRUST, their successor Co-Trustees, and unto the successors and assigns of the said GALVAN RANCH MINERAL TRUST, forever, in accordance with the terms hereof and the provisions of the Special Warranty Deed and Bill of Sale from The Ed Rachal Foundation dated July 5, 2000 under which Grantor acquired title to the interests herein conveyed, including the restriction ons against division of executive rights pertaining to such minerals, possibility of reverter and all of the other terms of said conveyance, and for the same consideration, Grantor does hereby agree to WARRANT and DEFEND the rights, properties and interests herein conveyed against lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

Mineral Conveyance
Galvan Ranch, Ltd. to Galvan Ranch Mineral Trust
July 3, 2000- C:\WP8\FJS\GalvanTrust\MineralDeed.md,wpd

0933 103

This conveyance does not include any interest in the sand, gravel or caliche underlying the land, or any part thereof.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the 5th day of July, 2000.

GALVAN RANCH, LTD.,
A Texas Limited Partnership,
BY: GALVAN DEVELOPMENT CO., L.C.,
General Partner

BY: 
DENNIS J. WILKERSON, Manager

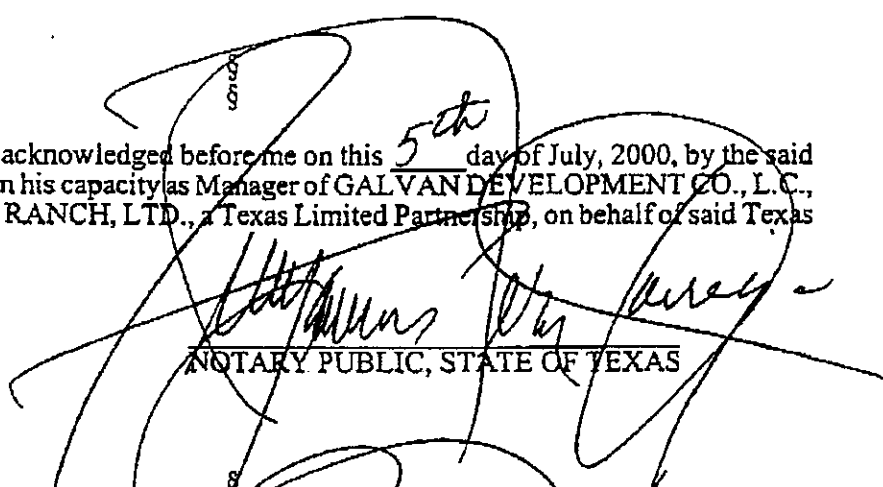
BY: 
SAMUEL H. VESTER, JR., Manager

2000 JUL 25
NOTARY PUBLIC
STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF WEBB

THIS instrument was acknowledged before me on this 5th day of July, 2000, by the said SAMUEL H. VESTER, JR., in his capacity as Manager of GALVAN DEVELOPMENT CO., L.C., General Partner of GALVAN RANCH, LTD., a Texas Limited Partnership, on behalf of said Texas Limited Partnership.

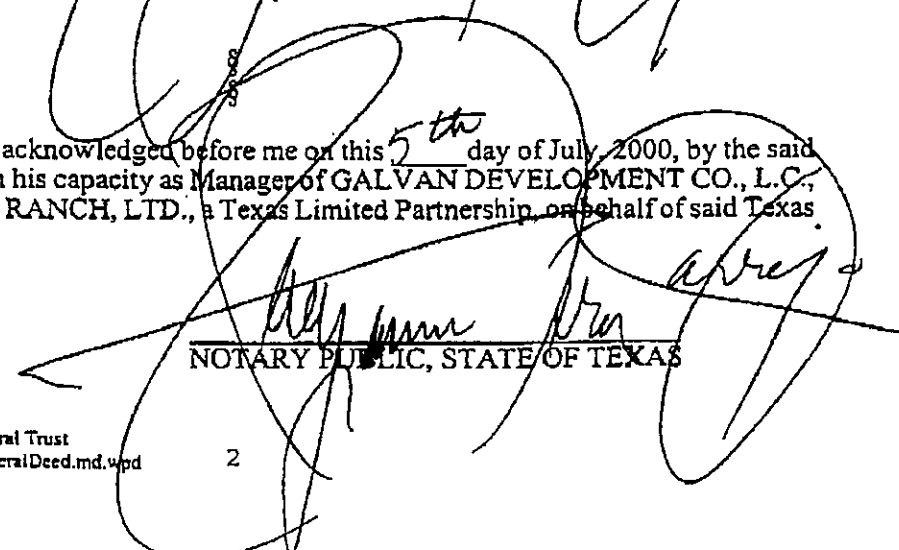



NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF WEBB

THIS instrument was acknowledged before me on this 5th day of July, 2000, by the said DENNIS J. WILKERSON, in his capacity as Manager of GALVAN DEVELOPMENT CO., L.C., General Partner of GALVAN RANCH, LTD., a Texas Limited Partnership, on behalf of said Texas Limited Partnership.




NOTARY PUBLIC, STATE OF TEXAS

Mineral Conveyance
Galvan Ranch Mineral Trust
July 3, 2000
D:\Projects\Galvan Trust\MineralDeed.md.wpd

0933 104

FIELD NOTES DESCRIPTION

67,772.04 acres of land, out of the Joaquin Galan Grant No. 2182, A-65 Webb County and A-1412 Dimmitt County and the Joaquin Oniant Grant No. 2292, A-3226 Webb County, Texas; comprised of a called 17,600 acre tract described in Deed from Bruna Ortiz De Puig and husband to Ed Rachel Dated January 5, 1948 and Recorded in Volume 199, Pages 372-373; and a certain Tract called to be 49,660 acres of land, described in a Deed from Harry Landa to Ed Rachel Dated January 26, 1945 and Recorded in Volume 181, Pages 541-543 of the Deed Records of Webb County, Texas.

Being more fully described by metes and bounds as follows:

BEGINNING at a 2 inch iron pipe with Cap Marked "Trey" set on the Western R.O.W. line of Highway 83;

THENCE: N 56° 07' 39" E - with the Northern line of this 67,772.04 acre tract, the Southern line of a 14,198.10 acre tract Recorded in Volume 191, Page 304 of the Deed Records of Webb County, Texas; at 62.49 feet pass the Centerline of Highway 83, a distance in all of 114.62 feet to a point for a corner of this 67,772.04 acre tract on the Eastern R.O.W. of Highway 83, also being a corner of a 1,472.15 acre tract Recorded in Volume 177, Page 566 of the Deed Records of Webb County, Texas;

THENCE: With said Eastern R.O.W. line of Highway 83; a curve to the Left having a Central angle of 6° 18' 08", a Radius of 2,814.90 feet, a Length of 309.63 feet and a Chord bearing of S 20° 26' 37" E - 309.47 feet to a point for a corner of this 67,772.04 acre tract and a corner of said 1,472.15 acre tract;

THENCE: S 23° 35' 41" E - 5,699.90 with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: N 66° 24' 19" E - 100.00 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: S 23° 35' 41" E - 700.00 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: S 66° 24' 19" W - 100.00 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: S 23° 35' 41" E - 2,998.03 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: N 66° 24' 19" E - 50.00 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: S 23° 35' 41" E - 400.00 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: S 66° 24' 19" W - 40.00 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: S 23° 35' 41" E - 500.00 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: S 66° 24' 19" W - 10.00 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being a corner of the said 1,472.15 acre tract;

THENCE: S 23° 35' 41" E - 22.69 feet with said R.O.W. line to a point for corner of this 67,772.04 acre tract, also being the Southwestern corner of the said 1,472.15 acre tract; on a line of a 1,779.19 acre tract recorded in Volume 1485, Page 559 of the Deed Records of Webb County, Texas;

THENCE: S 69° 15' 50" W - With a line of said 1,779.19 acre tract, at 50.10 feet pass the Centerline of Highway 83, at 100.12 feet pass a 5/8 inch iron rod set on the Western R.O.W. line of Highway 83 a distance in all of 1,465.49 feet to a 2 inch iron pipe with cap marked "Billy" set in the place of an old

broken off post found for the corner of this 67,772.04 acre tract, also being a corner of the said 1,779.19 acre tract;

THENCE: S 20° 05' 31" E - 4,856.51 feet with a line of said 1,779.19 acre tract to a 2 inch iron pipe marked "Dale" set for a corner of this 67,772.04 acre tract and a corner of the said 1,779.19 acre tract also being on or near a corner of the F. Ynocentio Survey, A-729;

THENCE: S 11° 10' 49" W - 7,028.09 feet with a line of said 1,779.19 acre tract, a line of the F. Ynocentio Survey, A-729 to a large creosote post found for the Easternmost corner of said Survey No. 2182, the Northernmost corner of said Survey No. 2292, also being a corner of this 67,772.04 acre tract, a corner of the said 1,779.19 acre tract and a corner of the F. Ynocentio Survey, A-729 from which a 5/8 inch iron rod bears S 31° 26' 15" W - 14.59 feet having a (Y=877,696.476, X=1,650,195.432);

THENCE: S 37° 36' 57" E - 7,303.35 feet with a line of said 1,779.19 acre tract to a point for a corner of this 67,772.04 acre tract, also being a corner of a 136.32 acre tract recorded in Volume 1485, Page 539 of the Deed Records of Webb County, Texas, from which a 2 inch iron pipe marked "Dan" bears N 62° 42' 50" W - 4.01 feet having a (Y=811,858.408, X=1,555,409.367);

THENCE: S 63° 55' 11" W - at 1,435.12 feet pass a fence corner found for a corner of the said 136.32 acre tract also being a corner of a 730.44 acre tract recorded in Volume 496, Page 798 of the Deed Records of Webb County, Texas; at 11,978.43 feet pass a 2 inch iron pipe with cap set on line 8.3 feet right of a fence corner found for a corner of the said 730.44 acre tract the same being a corner of a 487.06 acre tract recorded in Volume 710, Page 491 of the Deed Records of Webb County, Texas; at 16,369.95 feet pass a 2 inch iron pipe with cap set on line 1.6 feet right of fence corner found for a corner of the said 487.06 acre tract the same being a corner of a 400.00 acre tract recorded in Volume 166, Page 73 of the Deed Records of Webb County, Texas; a distance in all of 19,431.68 feet to a 2 inch iron pipe with cap set for a corner of this 67,772.04 acre tract the same being a corner of the said 400.00 acre tract and a corner of a 1,773.33 acre tract recorded in Volume 47, Page 51 of the Deed Records of Webb County, Texas;

THENCE: S 64° 03' 50" W - at 7,388.68 pass a 5/8 inch iron rod set on line 18.11 right of a fence corner found, at 13,504.62 feet pass a 5/8 inch iron rod set 8.85 feet right of a fence corner found, being a corner of the said 1,773.33 acre tract and a corner of a 13,614.141 acre tract recorded in Volume 370, Page 83 of the Deed Records of Webb County, Texas; a distance in all of 18,133.84 feet to a 2 inch iron pipe set for a corner of this 67,772.04 acres;

THENCE: S 64° 16' 12" W - 20,889.50 feet along a line of the said 13,504.62 acre tract to a 5/8 inch iron rod for a corner of this 67,772.04 acre tract and a corner of the said 13,504.62 acre tract;

THENCE: S 43° 29' 42" W - With a line of said 13,504.62 acre tract; at 2,702.63 feet pass a fence corner found, at 5,291.75 feet pass a fence corner found, at 11,065.43 feet pass a 2 inch iron pipe with cap set on line, at 18,993.06 feet pass a 2 inch iron pipe with cap set on line, at 27,459.89 feet pass a fence corner found, at 35,301.52 feet pass a fence corner found, at 41,296.31 feet pass a fence corner found, at 49,922.67 feet pass a 2 inch iron pipe with cap marked "Ed's Ranch" set on the Eastern R.O.W. of F.M. 1472 (Old Mines Road) at 49,988.65 feet pass the Centerline of F.M. 1472 (Old Mines Road), a distance in all of 50,054.63 feet to a point for corner of this 67,772.04 acre tract also being a corner of a 5000 acre tract recorded in Volume 470, Page 570 of the Deed Records of Webb County, Texas on the Western R.O.W. of F.M. 1472 (Old Mines Road) from which a fence corner found bears S 43° 29' 42" W - 2.62 feet;

THENCE: N 05° 46' 31" W - 14,973.87 feet along the Western R.O.W. of F.M. 1472 (Old Mines Road) a line of the said 5000 acre tract to a 2 inch iron pipe with cap marked "Ed's Ranch 2" for a corner of this 67,772.04 acre tract on the Northwest line of said tract called 49,660 acres and the Southeast line of said tract called 17,600 acres, also being a corner of the said 5000 acre tract;

THENCE: S 32° 35' 02" W - With a line of said 5,000.00 acre tract, at 3,263.18 feet pass 0.3 feet right of a fence corner found, at 8,468.65 feet pass 1.82 feet right of a fence corner found, at 14,750.45 feet pass 1.06 feet left of a fence corner found, at 23,277.51 feet pass the Southeast Edge of a large Creosote Corner Post, at 29,472.19 feet pass a 2-inch iron pipe with cap marked "Ed's River Tr." a fence corner bears right 1.66 feet a distance in all of 30,952.20 feet to a point on the Eastern bank of the Rio Grande for a corner of said 5,000.00 acre tract, also being a corner of this 67,772.04 acre tract;

THENCE: With the Eastern bank of the Rio Grande as follows:

N 22° 41' 59" W - 300.00 feet, N 12° 12' 51" E - 300.00 feet, N 45° 00' 00" W - 670.00 feet, N 47° 03' 43" W - 237.00 feet, N 51° 21' 25" W - 316.34 feet, N 55° 46' 48" W - 361.05 feet, N 46° 06' 09" W - 315.96 feet, N 54° 18' 36" W - 353.74 feet, N 37° 39' 50" W - 288.62 feet, N 21° 21' 07" W - 331.03 feet, N 15° 03' 43" W - 584.22 feet, N 13° 22' 21" W - 1,335.18 feet, N 16° 04' 03" W - 328.54 feet, N 09° 47' 02" W - 447.80 feet, N 14° 10' 31" W - 199.57 feet, N 55° 40' 52" W - 33.62 feet, N 20° 20' 14" W - 91.92 feet, N 19° 35' 37" E - 70.34 feet, N 04° 17' 43" W - 632.46 feet, N 31° 37' 18" W - 130.65 feet, N 05° 16' 56" E - 646.61 feet, N 25° 14' 18" E - 378.88 feet, N 19° 55' 33" E - 467.64 feet, N 03° 38' 06" W - 412.37 feet, N 13° 58' 29" E - 491.09 feet, N 28° 47' 30" E - 628.84 feet, N 32° 55' 20" E - 500.51 feet, N 41° 51' 40" E - 341.30 feet, N 48° 59' 54" E - 464.64 feet, N 50° 15' 42" E - 397.93 feet, N 39° 27' 16" E - 920.97 feet, N 44° 56' 33" E - 199.76 feet, N 23° 58' 04" E - 742.42 feet, N 28° 17' 34" E - 478.91 feet, N 21° 38' 24" E - 472.83 feet, N 13° 49' 45" E - 612.51 feet, N 15° 53' 51" E - 288.99 feet, N 00° 37' 54" W - 247.63 feet, N 01° 34' 28" E - 483.66 feet, N 06° 19' 09" E - 177.00 feet, N 04°

W - 416.55 feet, N 20° 06' 41" W - 590.94 feet, N 27° 51' 20" W - 312.38 feet, N 26° 46' 25" W - 244.04 feet, N 19° 10' 26" W - 359.68 feet to a point for a corner of this 67,772.04 acre tract also being a corner of a 5,184.72 acre tract recorded in Volume 1296, Page 101 of the Deed Records of Webb County, Texas;

THENCE: N 18° 47' 26" E - along the Eastern line of the said 5,184.72 acre tract, the Eastern line of a 2,348.15 acre tract recorded in Volume 665, Page 18 of the Deed Records of Webb County, Texas; the Eastern line of a 634.9 acre tract recorded in Volume 665, Page 50 of the Deed Records of Webb County, Texas and the Eastern line of a 703.69 acre tract recorded in Volume 665, Page 33 of the Deed Records of Webb County, Texas, at 33,481.51 feet pass the Western R.O.W. of F.M. 1472 (Old Mines Road) from which a Fence Corner found bears Northerly along R.O.W. line 3.92 feet, at 33,537.35 feet pass the Centerline of F.M. 1472 (Old Mines Road), a distance in all of 33,593.26 feet to a 2 inch iron pipe with cap marked "Ed's Ranch 3" set for a corner of this 67,772.04 acre tract on the Eastern R.O.W. of F.M. 1472 (Old Mines Road);

THENCE: N 18° 44' 28" E - 14,855.98 feet along the Eastern line of a 317.9 acre tract recorded in Volume 1396, Page 35 of the Deed Records of Webb County, Texas to a 2 inch iron pipe with cap marked "Galvan L - Corner" for a corner of this 67,772.04 acre tract also being a corner of a 11,973.9 acre tract recorded in Volume 137, Page 633 of the Deed Records of Webb County, Texas, also being a corner of said 17,600 acre tract;

THENCE: S 64° 47' 05" E - 20,443.50 feet along the Southwestern line of the said 11,973.9 acre tract to a 2 inch iron pipe with cap marked "Paul Corner" set for a corner of this 67,772.04 acre tract, a corner of the said 11,973.9 acre tract and the Easternmost corner of said 17,600 acre tract on the Northwest line of said 49,660 acre tract;

THENCE: N 32° 38' 37" E - 9,698.85 feet along the Southeastern line of the said 11,973.9 acre tract to a 2 inch iron pipe with cap set for a corner of this 67,772.04 acre tract and a corner of the said 11,973.9 acre tract;

THENCE: N 56° 19' 31" E - along the Southeastern line of the said 11,973.9 acre tract, the Southeastern line of a 15,988.78 acre tract recorded in Volume 460, Page 668 of the Deed Records of Webb County, Texas, the Southeastern line of 3,270.95 acre tract recorded in Volume 558, Page 94 of the Deed Records of Webb County, Texas, at 5,105.19 feet pass 1.85 feet right of fence corner, at 15,312.32 feet pass 9.82 feet left of fence corner, a distance in all of 39,265.32 feet to a 2-inch iron pipe with cap marked Gates/Chenault/Galvan for a corner of this 67,772.04 acre tract also being a corner of the said 3,270.95 acre tract;

THENCE: N 56° 23' 24" E - along the Southeastern line of a 3,334 acre tract recorded in Volume 33, Page 375 and a 4,483.5 acre tract recorded in Volume 559, Page 582 of the Deed Records of Webb County, Texas, at 5,519.29 feet pass a 2 inch iron pipe set on line being 2.41 feet right of fence corner for a common corner of the said 3,334 acre tract and the 4,483.5 acre tract, a distance in all of 8,176.56 feet to a 2 inch iron pipe set for a corner of this 67,772.04 acre tract also being a corner of the said 4,483.5 acre tract and a corner of a 14,198.1 acre tract recorded in Volume 191, Page 304 of the Deed Records of Webb County, Texas;

THENCE: N 56° 07' 39" E - 22,356.95 feet along the Southeastern line of the said 14,198.1 acre tract to the **PLACE OF BEGINNING** and containing 67,772.04 acres of land.

Of which 87.93 acres of land lying within the R.O.W. of F. M. No. 1472 (Old Mines Road) and 32.02 acres of land lying within the R.O.W. of U. S. Highway No. 83.



September 25, 1998
WP-5362

1p

Revised 3/29/00

J. Dale Moore
J. Dale Moore
Registered Professional Land Surveyor
License Number: 1555

0933 107

EXHIBIT "B"
SCHEDULE OF OIL, GAS AND/OR MINING LEASES

1. Mining Leases:

		RECORDING INFORMATION WEBB COUNTY DEED/OFFICIAL RECORDS		
GRANTOR	GRANTEE	DATE	VOLUME	PAGE(S)
The Ed Rachal Foundation	Farco Mining of Texas, Inc.	08/03/98	710	675-691
insofar, and only insofar, as said lease affects four (4) tracts more particularly described therein as containing 1443.43 acres, 496.48 acres, 375.93 acres, and 8.5 acres and which are contained within Tract 2 on Exhibit A hereof.				
Ed Rachal Foundation	Chaparral Mining Corporation	07/23/99	801	47-70
insofar, and only insofar, as said lease affects a certain 7365.57 acre tract more particularly described therein within Tracts 1 and 2 on Exhibit A hereof.				

2. Oil and Gas Leases:

		RECORDING INFORMATION WEBB COUNTY DEED RECORDS		
GRANTOR	GRANTEE	DATE	VOLUME	PAGE(S)
Ed Rachal Foundation	Wolf Creek Resources, Inc.	08/17/90	1439	852-855
The Ed Rachal Foundation	Wolf Creek Resources, Inc.	01/06/93	96	792-794
Ed Rachal Foundation	Union Pacific Resources Company	05/10/96	407	513-516
insofar, and only insofar as, the above leases remain in effect with respect to up to 15 parcels of land totaling not more than 1080.00 acres of land which are burdened by the obligation of the current lessees, Navarro Gas Company and Lewis Petro Properties, Inc., to be plugged and abandoned when gas production from any of the producing wells thereon falls below 15 MCFG/D for certain periods of time following August 1, 1999.				

Mineral Conveyance
Galvan Ranch, Ltd. to Galvan Ranch Mineral Trust
July 3, 2000- C:\WP\PRIS\Galvan Trust\MineralDeed.mxd.wpd.

0933 108

NO JUL 1
WEBB CO

TXAS

ROYALTY DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned currently own an interest in lands located in the County of Webb, State of Texas, and more particularly described in that certain Mining Lease Agreement ("Lease") as described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the undersigned executed or are successors in interests to persons who executed that certain Lease as described in Exhibit "A", and said Lease as executed was binding upon the undersigned executing same and any successors; and

WHEREAS, Chevron U.S.A. Inc. ("Chevron") is the successor to all of Farco Mining of Texas, Inc.'s interest, as Lessee, under said Lease and Chevron has subleased the Lease to Chevron's affiliate, Farco Mining, Inc.; and

WHEREAS, the undersigned desire to have all future rentals and royalties payable under said Lease payable under the terms and provisions hereof;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the undersigned, we, the undersigned, do hereby agree to the following:

To the best of their knowledge, said Lease and all of its terms and provisions are now in full force and effect, and payment has been duly made of all consideration and all rents and royalties necessary to hold and extend said Lease to the next rent or royalty paying date.

All rents, advance minimum royalty and royalty payable under said Lease which hereafter became payable under the terms of said Lease, with respect to the interests in said land held by the undersigned and described in said Lease, shall be payable as follows:

<u>LESSOR</u>	<u>ADDRESS</u>	<u>INTEREST</u>
The Ed Rachal Foundation	500 N. Shoreline Blvd. #1002 Corpus Christi, TX 78471	50%
Galvan Ranch Mineral Trust	217 W. Village Blvd. #3 Laredo, TX 78042-6779	50%

and payment or tender of the amount attributable to the interest above set forth opposite Lessor's name directly, at the times and in the manner specified in said Lease will, as to Lessor's interest

in the said land, extend said Lease and continue the same in full force and effect according to its terms.

This instrument shall be fully binding upon, and effective as to the interest of, each of the undersigned who executes the same, without regard to execution or lack of execution by the others or by any other person whosoever.

This order may be executed in counterparts and shall be binding upon all parties executing same whether or not all parties herein named execute same.

WITNESS our hands this 28TH day of March, 2001.

THE ED RACHAL FOUNDATION

By Paul D. Altheide
Paul D Altheide
printed name

Title: CEO

GALVAN RANCH MINERAL TRUST

By _____

printed name

Title: _____

Acknowledgements

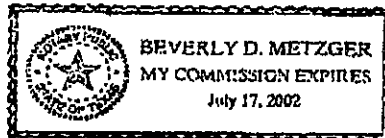
STATE OF TEXAS)
) ss.
COUNTY OF Nueces)

Before me, the undersigned, a Notary Public, on this day personally appeared Paul D. Altheide, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28th day of March, 2001.

Beverly D. Metzger
Notary Public

My commission expires _____.



STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2001.

Notary Public

My commission expires _____.

EXHIBIT "A"

to

Royalty Division Order

Mining Lease Agreement made and entered into as of the 3rd day of August, 1998 by and between The Ed Rachal Foundation, whose mailing address is 500 N. Shoreline Blvd. #1002, Corpus Christi, TX 78471210, Lessor, and Farco Mining of Texas, Inc., whose mailing address is P.O. Box 11050, Fort Smith, Arkansas 72917-1050, Lessee.

Said Mining Lease Agreement covers lands in Webb County, Texas, and was assigned by Lessee to Chevron U.S.A. Inc. pursuant to a certain Assignment Agreement dated August 31, 1998 recorded in Volume 710 at pages 675 through 691 in the office of the County Clerk, Webb County, Texas. Such lands are more particularly described in the Mining Lease Agreement which is recorded in said Volume 710 at pages 679 through 691 as an exhibit to said Assignment Agreement.

ROYALTY DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned currently own an interest in lands located in the County of Webb, State of Texas, and more particularly described in that certain Mining Lease Agreement ("Lease") as described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the undersigned executed or are successors in interests to persons who executed that certain Lease as described in Exhibit "A", and said Lease as executed was binding upon the undersigned executing same and any successors; and

WHEREAS, Chevron U.S.A. Inc. ("Chevron") is the successor to all of Farco Mining of Texas, Inc.'s interest, as Lessee, under said Lease and Chevron has subleased the Lease to Chevron's affiliate, Farco Mining, Inc.; and

WHEREAS, the undersigned desire to have all future rentals and royalties payable under said Lease payable under the terms and provisions hereof;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the undersigned, we, the undersigned, do hereby agree to the following:

To the best of their knowledge, said Lease and all of its terms and provisions are now in full force and effect, and payment has been duly made of all consideration and all rents and royalties necessary to hold and extend said Lease to the next rent or royalty paying date.

All rents, advance minimum royalty and royalty payable under said Lease which hereafter became payable under the terms of said Lease, with respect to the interests in said land held by the undersigned and described in said Lease, shall be payable as follows:

<u>LESSOR</u>	<u>ADDRESS</u>	<u>INTEREST</u>
The Ed Rachal Foundation	500 N. Shoreline Blvd. #1002 Corpus Christi, TX 78471	50%
Galvan Ranch Mineral Trust	217 W. Village Blvd. #3 Laredo, TX 78042-6779	50%

and payment or tender of the amount attributable to the interest above set forth opposite Lessor's name directly, at the times and in the manner specified in said Lease will, as to Lessor's interest

in the said land, extend said Lease and continue the same in full force and effect according to its terms.

This instrument shall be fully binding upon, and effective as to the interest of, each of the undersigned who executes the same, without regard to execution or lack of execution by the others or by any other person whosoever.

This order may be executed in counterparts and shall be binding upon all parties executing same whether or not all parties herein named execute same.

WITNESS our hands this 30th day of July, 2001.

THE ED RACHAL FOUNDATION

By _____

printed name

Title: _____

GALVAN RANCH MINERAL TRUST

By Frank J. Saldaña, Jr.

FRANK J. SALDAÑA, JR.
printed name

Title: Co-Trustee

Acknowledgements

STATE OF TEXAS)

COUNTY OF WEBB) ss.

Before me, the undersigned, a Notary Public, on this day personally appeared FRANK J. SALDANA, JR. Co-TRUSTEE OF GALVAN RANCH MINERAL TRUST, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as Co-Trustee of GALVAN RANCH MINERAL TRUST.

Given under my hand and seal of office this 30 day of July, 2001.



[Signature]
Notary Public

My commission expires _____.

STATE OF TEXAS)

COUNTY OF _____) ss.

Before me, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2001.

Notary Public

My commission expires _____.

EXHIBIT "A"

to

Royalty Division Order

Mining Lease Agreement made and entered into as of the 3rd day of August, 1998 by and between The Ed Rachal Foundation, whose mailing address is 500 N. Shoreline Blvd. #1002, Corpus Christi, TX 78471210, Lessor, and Farco Mining of Texas, Inc., whose mailing address is P.O. Box 11050, Fort Smith, Arkansas 72917-1050, Lessee.

Said Mining Lease Agreement covers lands in Webb County, Texas, and was assigned by Lessee to Chevron U.S.A. Inc. pursuant to a certain Assignment Agreement dated August 31, 1998 recorded in Volume 710 at pages 675 through 591 in the office of the County Clerk, Webb County, Texas. Such lands are more particularly described in the Mining Lease Agreement which is recorded in said Volume 710 at pages 679 through 691 as an exhibit to said Assignment Agreement.

ATTACHMENT 2

CORE DATA FORM, PAGE 2

23. Street Address of the Regulated Entity: (No PO Boxes)	N/A						
	City		State		ZIP		ZIP + 4
24. County							

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

25. Description to Physical Location:	LOCATED ADJACENT TO FM 1472 AT A POINT APPROX 19 MILES NW OF THE INTERSECTION OF FM1472 & SH255						
26. Nearest City				State		Nearest ZIP Code	
LAREDO				TX		78040	
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>							
27. Latitude (N) In Decimal:			28. Longitude (W) In Decimal:				
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds		
27	56	32.52	-99	51	13.98		
29. Primary SIC Code (4 digits)		30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)	
1221				21211			
33. What is the Primary Business of this entity? <i>(Do not repeat the SIC or NAICS description.)</i>							
RECLAIMED SURFACE COAL MINE							
34. Mailing Address:							
		City		State		ZIP	
35. E-Mail Address:							
36. Telephone Number			37. Extension or Code		38. Fax Number <i>(if applicable)</i>		
() -					() -		

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

<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input checked="" type="checkbox"/> Wastewater	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
WQ0003229000				

SECTION IV: Preparer Information

40. Name:	ROSOL TERRI	41. Title:	PROJECT SCIENTIST
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(307) 745-7474		() -	TROSOL@TRIHYDRO.COM

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	FARCO MINING INC	Job Title:	PRESIDENT FARCO MINING INC
Name (In Print):	SAYNAY JAMES	Phone:	(832) 256- 9078
Signature:		Date:	

ATTACHMENT 3

PLAIN LANGUAGE SUMMARY



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

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

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

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

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

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

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

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

Farco Mining Inc. (CN600861587) operates the Rachal Mine (RN101608446), a fully reclaimed and inactive coal mine. The facility is located at a point Located adjacent to FM1472 at a point approximately 19 miles northwest of the intersection of FM1472 and SH255, and northwest of the city of Laredo, in Laredo, Webb County, Texas 78040. Farco Mining Inc. is requesting a permit renewal to discharge stormwater on an intermittent and flow variable basis from outfalls 001R, 002R, 003R, 004R, 005R, 006R and 007R.

Discharges from the facility are expected to contain settleable solids from. stormwater runoff from rainfall events. Stormwater flows overland through fully revegetated areas, a Best Management Practice, and is treated by deposition in sedimentation ponds prior to discharge.

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

AGUAS RESIDUALES INDUSTRIALES /AGUAS PLUVIALES

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

La Minera Farco Inc. (CN600861587) opera la Mina Rachal (RN101608446), una mina inactiva que fue completamente reclamada. La mina esta ubicada en un punto adyacente a FM1472 en un punto aproximadamente 19 millas al noroeste de la intersección de FM1472 y SH255, y noroeste de la ciudad de Laredo, en el Condado de Webb, Texas 78040. La Minera Farco Inc. está solicitando una renovación de su permiso para descargar aguas pluviales de forma intermitente y con caudal variable desde los desagües 001R, 002R, 003R, 004R, 005R, 006R y 007R.

Se espera que las descargas de la mina contengan sólidos sedimentables provenientes de la escorrentía pluvial causada por lluvia. Las aguas pluviales fluyen superficialmente sobre la tierra, a través de zonas completamente revegetadas, lo cual constituye una Buena Práctica de Gestión, y se tratan mediante su deposición en estanques de sedimentación antes de su descarga.

ATTACHMENT 4

SUPPLEMENTAL PERMIT INFORMATION FORM, PAGE 1

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department

____ U.S. Army Corps of Engineers

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

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

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

The following applies to all applications:

1. Permittee: Farco Mining Inc

Permit No. WQ00 03229000

EPA ID No. TX 0096814

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

Located adjacent to FM1472 at a point approximately 19 miles northwest of the intersection of FM1472 and SH255, and northwest of the city of Laredo, TX

ATTACHMENT 5

(EMAIL ATTACHMENT)

NORI SPANISH TRANSLATION, MICROSOFT WORD DOCUMENT