

TCEQ Interoffice Memorandum

To: Office of the Chief Clerk
Texas Commission on Environmental Quality

Thru: Chris Kozlowski, Team Leader
Water Rights Permitting Team

From: Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team

Date: July 2, 2025

Subject: HFOTCO LLC
WRPERM 13947
CN603316548, RN111841631
Application No. 13947 for a Water Use Permit
Texas Water Code § 11.121, Requiring Published and Mailed Notice
Buffalo Bayou and Carpenters Bayou, San Jacinto River Basin
Harris County

The referenced application and partial fees were received on November 7, 2023. Additional information and fees were received on June 11 and 13, 2025, respectively. The application was declared administratively complete and filed with the Office of the Chief Clerk on July 2, 2025. Published and mailed notice to water right holders in the San Jacinto River Basin is required pursuant to Title 30 Texas Administrative Code §§ 295.152(a) and 295.153(b).

All fees have been paid and the application is sufficient for filing.



Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

OCC Mailed Notice Required ☒ **YES** ☐ **NO**

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



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 2, 2025

Ms. Desiree D. Westcott, P.E.
Executive Director, Technical Services
The WCM Group, Inc.
P.O. Box 3247
Humble, Texas 77347-3247

VIA E-MAIL

RE: HFOTCO LLC
WRPERM 13947
CN603316548, RN111841631
Application No. 13947 for a Water Use Permit
Texas Water Code § 11.121, Requiring Published and Mailed Notice
Buffalo Bayou and Carpenters Bayou, San Jacinto River Basin
Harris County

Dear Ms. Westcott:

This acknowledges receipt, on June 11, 2025, of additional information and on June 13, 2025, of fees in the amount of \$70.34 (Receipt No. M558368, copy attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on July 2, 2025. Staff will continue processing the application for consideration by the Executive Director.

Please be advised that additional information may be requested during the technical review phase of the application process.

If you have any questions concerning the application, please contact me at lillian.beerman@tceq.texas.gov or by telephone at (512) 239-4019.

Sincerely,

A handwritten signature in blue ink that reads "Lillian E. Beerman, Ph.D.".

Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachment



13-JUN-25 11:03 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u>	<u>Ref#1</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Slip Key</u>	<u>Tran Date</u>	<u>Tran Amount</u>
	<u>Account#</u>	<u>Ref#2</u>	<u>Card Auth.</u>	<u>Tran Code</u>	<u>Document#</u>		
	<u>Account Name</u>	<u>Paid In By</u>	<u>User Data</u>	<u>Rec Code</u>			
WTR USE PERMITS	WUP	M558368	2408		BS00115733	13-JUN-25	-\$70.34
	WUP	13947	061325	N	D5803055		
WATER USE PERMITS		WCM GROUP	VTORREZ	CK			
		INC (THE)					
Total (Fee Code) :							-\$70.34
Grand Total:							-\$3,531.34

RECEIVED
JUN 17 2025
Water Availability Division



RECEIVED
JUN 17 2025

THE WCM GROUP, INC.
110 S. Bender Ave., Humble, TX 77338
P.O. Box 3247, Humble, TX 77347

Water Availability Division

June 11, 2025

Cashiers Office, MC-214
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

UPS NUMBER
1Z07479R0399815772

REFERENCE: HFOTCO LLC
15885 Jacintoport Blvd, Houston, Texas 77015
Response to Request for Additional Information
Water Rights Permit Application Number: 13947
CN603316548, RN111841631

558368 JUN 13 2025
PAY TO THE ORDER
OF STATE COMPTROLLER
ICEQ

To Whom It May Concern,

On behalf of HFOTCO LLC, The WCM Group, Inc. (WCM) is providing the enclosed check in the amount of \$70.34 to cover additional fees for the above-referenced Water Rights Permit Application request for additional information. A copy of the Response for Additional Information regarding the Water Rights Permit Application 13947 letter is also enclosed.

If you have any questions regarding this application, or require further information, please contact me at (281) 446-7070.

Sincerely,


Jeremy C. Touchy
Director, Technical Services
jtouchy@wcmgroup.com

JCT/tnk
ENCLOSURE

cc: K. O'Malley, HFOTCO (electronic copy)
H. Heil, HFOTCO (electronic copy)

THE WCM GROUP, INC.

110 S. Bender Ave., Humble, TX 77338

P.O. Box 3247, Humble, TX 77347

FEE PAYMENT

THE WCM GROUP, INC.

110 S. Bender Ave., Humble, TX 77338
P.O. Box 3247, Humble, TX 77347

**TCEQ REQUEST FOR ADDITIONAL INFORMATION LETTER
DATED MAY 22, 2025**

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



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 22, 2025

Ms. Desiree D. Westcott, P.E.
Executive Director, Technical Services
The WCM Group, Inc.
P.O. Box 3247
Humble, Texas 77347-3247

VIA E-MAIL

RE: HFOTCO LLC
WRPERM 13947
CN603316548, RN111841631
Application No. 13947 for a Water Use Permit
Texas Water Code § 11.121, Requiring Published and Mailed Notice
Buffalo Bayou and Carpenters Bayou, San Jacinto River Basin
Harris County

Dear Ms. Westcott:

This acknowledges receipt, on November 7, 2023, of the referenced application and fees in the amount of \$651.74 (Receipt Nos. M403225A & M403225B, copies attached).

Additional information and fees are required before the application can be declared administratively complete.

1. Provide written evidence that Mickey Franco is authorized to sign the application for HFOTCO LLC, pursuant to Title 30 Texas Administrative Code (TAC) § 295.14(5), which states:

If the applicant is a corporation, public district, county, municipality, or other corporate entity, the application shall be signed by a duly authorized official. Written evidence in the form of bylaws, charters, or resolutions which specify the authority of the official to take such action shall be submitted. A corporation may file a corporate affidavit as evidence of the official's authority to sign.

Staff acknowledges that Jonathan A. Hunt, Sr. Vice President of Energy Transfer submitted signature authority for Mickey Franco. However, evidence that Energy Transfer is the parent company of HFOTCO LLC was not submitted.

2. Confirm that Diversion Point 6 is located on Carpenters Bayou, tributary of the San Jacinto River, San Jacinto River Basin.
3. Provide additional information concerning the submitted water conservation plan for industrial use to comply with Title 30 TAC § 288.3.
 - a. Provide specific, quantified 5-year and 10-year targets for water savings and the basis for development of such goals for this water use/facility (Form TCEQ-20839, Section II.B.2., Page 5).

- b. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, and verify the accuracy is within plus or minus 5% (Form TCEQ-20839, Section II.B.3., Page 5).
 - c. Describe any other water conservation practice, method, or technique which the user shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Form TCEQ-20839, Section II.B.6., Page 5).
4. Provide data and information, to comply with Title 30 TAC § 288.7 (Form TCEQ-20839, Section III, Page 5), which:
- a. supports the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
 - b. evaluates conservation as an alternative to the proposed appropriation; and
 - c. evaluates any other feasible alternative to new water development.
5. Remit fees in the amount of **\$70.34**, as described below. Please make the check payable to the TCEQ or Texas Commission on Environmental Quality.

Filing Fee	(100 to 5,000 acre-feet)	\$	250.00
Recording Fee		\$	25.00
Use Fee	(\$1.00 x 333.34 acre-feet)	\$	333.34
Mailed Notice	(San Jacinto River Basin)	\$	113.74
TOTAL FEES		\$	722.08
FEES RECEIVED		\$	651.74
TOTAL FEES DUE		\$	70.34

Please submit the requested information and fees by June 23, 2025, or the application may be returned pursuant to Title 30 TAC § 281.18.

If you have any questions concerning this matter, please contact me via email at lillian.beerman@tceq.texas.gov or by telephone at (512) 239-4019.

Sincerely,

Lillian E. Beerman, Ph.D.

Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability

Attachments



08-NOV-23 04:21 PM

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	<u>Account Name</u>	<u>Paid In By</u>	<u>User Data</u>	<u>Rec Code</u>	<u>Document#</u>	<u>Tran Date</u>
WTR USE PERMITS	WUP	M403225A	42655		BS00105966	08-NOV-23
	WUP		110823	N	D4800600	
WATER USE PERMITS		WCM GROUP	RHDAVIS	CK		
		INC (THE)				
Total (Fee Code):						-\$518.00

RECEIVED
NOV 10 2023
Water Availability Division



08-NOV-23 04:21 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

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				<u>Card Auth.</u> <u>User Data</u>	<u>Tran Code</u> <u>Rec Code</u>			
NOTICE FEES-WUP-	PTGU		M403225B	42655		BS00105966	08-NOV-23	- \$133.74
WATER USE PERM	PTGU			110823	N	D4800600		
NOTICE FEES WUP WATER USE			WCM GROUP	RHDAVIS	CK			
PERMITS			INC (THE)					
Total (Fee Code) :								- \$133.74

RECEIVED

NOV 10 2023

Water Availability Division

HFOTCO LLC - Response to Request for Additional Information - Water Rights Permit Application No. 13947

From Laura A. Kline [REDACTED]
Date Wed 6/11/2025 4:05 PM
To Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Cc O'Malley, Katlynn <[REDACTED]>; Heil, Holly [REDACTED]
Keeler, Craig A [REDACTED]; Donny Hearn [REDACTED]; Jeremy C.
Touchy [REDACTED]; Kristina K. Cooper [REDACTED]

 1 attachment (3 MB)

HFOTCO Final Response 6.11.2025.pdf;

Dear Ms. Beerman,

On behalf of HFOTCO LLC, the WCM Group, Inc. is providing the response to the request for additional information regarding Water Rights Permit Application No. 13947, received from TCEQ on May 22, 2025 (response requested by June 23rd, 2025).

The attached document includes our responses to the TCEQ questions which needed to be answered to move the application forward from the administrative review process to the technical review process.

A hard copy of the attached was mailed out to TCEQ today, along with a separate letter and check mailed to the TCEQ's Cashiers Office (UPS Number 1Z07479R0399815772) dated June 11, 2025.

Please review at your earliest convenience and let us know if you have any additional questions.

Best Regards,



Laura Kline
Sr. Environmental Scientist

[REDACTED]
W: 281.446.7070 C: 281.728.1347

P.O. Box 3247, Humble, TX 77347
110 S. Bender Avenue, Humble, TX 77338
www.wcmgroup.com



THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (281) 446-7070.



THE WCM GROUP, INC.
110 S. Bender Ave., Humble, TX 77338
P.O. Box 3247, Humble, TX 77347

June 11, 2025

Ms. Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team (MC-160)
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

UPS NUMBER
1Z07479R0393578101

REFERENCE: HFOTCO LLC
15885 Jacintoport Blvd, Houston, Texas 77015
Response to Request for Additional Information
Water Rights Permit Application Number: 13947
CN603316548, RN111841631

Dear Ms. Beerman,

On behalf of HFOTCO LLC (HFOTCO), The WCM Group, Inc. (WCM) is providing a response to your request for additional information, dated May 22, 2025 (Attachment A). Each item is addressed below in order of appearance.

COMMENT 1

1. Provide written evidence that Mickey Franco is authorized to sign the application for HFOTCO LLC, pursuant to Title 30 Texas Administrative Code (TAC) § 295.14(5), which states:

If the applicant is a corporation, public district, county, municipality, or other corporate entity, the application shall be signed by a duly authorized official. Written evidence in the form of bylaws, charters, or resolutions which specify the authority of the official to take such action shall be submitted. A corporation may file a corporate affidavit as evidence of the official's authority to sign.

Staff acknowledges that Jonathan A. Hunt, Sr. Vice President of Energy Transfer submitted signature authority for Mickey Franco. However, evidence that Energy Transfer is the parent company of HFOTCO LLC was not submitted.

RESPONSE

HFOTCO is providing a signed and notarized Secretary's Certificate (see Attachment B) certifying that HFOTCO is a wholly-owned subsidiary of Energy Transfer LP and that Jonathan A. Hunt, Sr. Vice President is an officer authorized by Energy Transfer LP to delegate signature authority to Mickey Franco, Director - Terminal Operations to sign HFOTCO LLC's Water Rights application pursuant to title 30 TAC § 295.14.

COMMENT 2

2. Confirm that Diversion Point 6 is located on Carpenters Bayou, tributary of the San Jacinto River, San Jacinto River Basin.

RESPONSE

HFOTCO is confirming that Diversion Point 6 is located on Carpenters Bayou, tributary of the San Jacinto River, San Jacinto River Basin. Two (2) maps are attached depicting Diversion Point 6 on Carpenters Bayou, tributary to the San Jacinto River (Attachment C1 & C2).

COMMENT 3

3. Provide additional information concerning the submitted water conservation plan for industrial use to comply with Title 30 TAC § 288.3.
 - a. Provide specific, quantified 5-year and 10-year targets for water savings and the basis for development of such goals for this water use/facility (Form TCEQ-20839, Section II.B.2., Page 5).

RESPONSE

HFOTCO LLC will ensure that the water used for mechanical integrity and leak testing of the firewater pump system equipment and hydrostatic testing of tanks will be conducted using the least amount of time and water as required by the manufacturer specifications. This will ensure that the tests maximize their efficiency in limiting water use. Note that water diverted for both testing the firewater pump system and hydrostatic tank test is returned directly back to the source during and immediately following operations to minimize consumptive use.

HFOTCO LLC will routinely monitor the pump system, hoses and hydrostatic tank test area for potential leaks and will initiate repair of any leaks discovered in a timely manner. This will be in addition to the routine inspections and preventative maintenance conducted prior to and during use, as well as other weekly and monthly inspections/ preventive maintenance conducted in the area.

Training will be conducted and documented with applicable HFOTCO personnel on the importance of water conservation.

The percentage of surface water savings proposed by limiting water use, identification and repair of leaks as well as educating personnel on the importance of water conservation for the 5-year goal is an estimated 5% and the 10-year goal is an estimated 7%.

Quantified 5-year and 10-year targets for water savings:

5-Year Goal (2030): Reduce Total acre-feet (AF) by 5%.

10-Year Goal (2035): Reduce Total AF by 7%.

- b. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, and verify the accuracy is within plus or minus 5% (Form TCEQ-20839, Section II.B.3., Page 5).

RESPONSE

HFOTCO LLC will monitor pumping capacity rates and maintain a log of the amount and date of water being diverted. This practice will measure and record the amount of water diverted from the supply source within an accuracy of plus or minus 5%.

Water used for the firewater pump testing and hydrostatic testing will be conducted using the least amount of time and water as required by manufacturer specifications. The firewater pumps operate at one speed only and the system regulates the pressure (160 psi). Any leaks or damage will be repaired promptly to reduce water loss. Note that when the pumps are operated for testing, the diverted water is pumped back to Carpenters and Buffalo Bayou, thus minimizing consumptive water use.

Training will be conducted with HFOTCO personnel on the importance of water conservation and why identifying and addressing leaks are crucial to the local ecosystem.

- c. Describe any other water conservation practice, method, or technique which the user shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Form TCEQ-20839, Section II.B.6., Page 5).

RESPONSE

Routine visual monitoring/inspections will be conducted prior to and during use to ensure any leaks are identified and repairs can be initiated promptly, along with training of personnel, this will ensure the maximum amount of water diverted will be returned to Carpenters and Buffalo Bayou, tributaries to the San Jacinto River. The hydrostatic test operations are conducted on an as needed basis (not a routine operation), which is of a very infrequent nature.

A revised Water Conservation Plan is enclosed (Attachment D) providing the requested additional detail where applicable.

COMMENT 4

4. Provide data and information, to comply with Title 30 TAC § 288.7 (Form TCEQ-20839, Section III, Page 5), which:

- a. supports the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan.

RESPONSE

Routine visual monitoring/inspections will be conducted to ensure any leaks are identified and repairs can be initiated promptly, along with training of personnel, this will ensure the maximum amount of water diverted will be returned to Carpenters and Buffalo Bayou. System components will be maintained in good working order to ensure maximum test efficiency and maximum water conservation.

Water diverted from Carpenters and Buffalo Bayou for the hydrostatic testing is returned to Carpenters and Buffalo Bayou, thus minimizing consumptive use. An estimated 2% or less may be lost due to evaporation, dependent on temperature, humidity and wind speed at the time of the testing.

Note that the facility must also comply with 30 TAC §117.310 air emissions specifications for attainment areas. The rule states engines (e.g., firewater pump engines) cannot operate between the hours of 6 am and noon for testing/maintenance. Due to the facility operating schedule, testing must be conducted between noon and 5pm. However, the facility makes a conscious effort to conduct these tests as early as possible, so that testing is not conducted during the hottest part of the day (3pm-6pm).

Data:

Projected monthly water consumption for next year with an estimated 2% water loss due to evaporation (in acre-feet).

Month	Diversion Amount	% of Water Returned	Monthly Consumption
January	27.78	98 %	0.56
February	27.78	98 %	0.56
March	27.78	98 %	0.56
April	27.78	98 %	0.56
May	27.78	98 %	0.56
June	27.78	98 %	0.56
July	27.78	98 %	0.56
August	27.78	98 %	0.56
September	27.78	98 %	0.56
October	27.78	98 %	0.56
November	27.78	98 %	0.56
December	27.78	98 %	0.56
Totals	333.34	98 %	6.72

- b. evaluates conservation as an alternative to the proposed appropriation; and

RESPONSE

Routine visual monitoring/inspections will be conducted to ensure any leaks are identified and repairs can be initiated promptly, along with training of personnel, this will ensure the maximum amount of water diverted will be returned to Carpenters and Buffalo Bayou. System components will be maintained in good working order to ensure maximum test efficiency and maximum water conservation.

- c. evaluates any other feasible alternative to new water development.

RESPONSE

Routine visual monitoring/inspections will be conducted to ensure any leaks are identified and repairs can be initiated promptly, along with training of personnel, this will ensure the maximum amount of water diverted will be returned to Carpenters and Buffalo Bayou. System components will be maintained in good working order to ensure maximum test efficiency and maximum water conservation.

When equipment or pumps can no longer be repaired, they may need to be replaced. If replacement is necessary, the facility will look to use the most energy-efficient model to ensure maximized water conservation.

A revised Water Conservation Plan is enclosed (Attachment D) providing the requested additional detail where applicable.

COMMENT 5

5. Remit fees in the amount of \$70.34, as described below. Please make the check payable to the TCEQ or Texas Commission on Environmental Quality.

Filling Fees	(100 to 5,000 acre-feet)	\$ 250.00
Recording Fee		\$ 25.00
Use Fee	(\$1.00 x 333.34 acre-feet)	\$ 333.34
Mailed Fee	(San Jacinto River Basin)	\$ 113.74
TOTAL FEES		\$ 722.08
FEES RECEIVED		\$ 651.74
TOTAL FEES DUE		\$ 70.34

RESPONSE

A check in the amount of \$70.34 has been mailed to the TCEQ under separated cover on June 11, 2025. A copy of the letter and check has been included as Attachment E.

If you have additional questions, please contact myself or Ms. Laura Kline at 281-446-7070.

Sincerely,


Jeremy C. Touchy
Director, Technical Services


JCT/tnk
ENCLOSURE

cc: K. O'Malley, HFOTCO (electronic copy)
H. Heil, HFOTCO (electronic copy)

ATTACHMENT A
TCEQ REQUEST FOR ADDITIONAL INFORMATION LETTER
DATED MAY 22, 2025

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



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 22, 2025

Ms. Desiree D. Westcott, P.E.
Executive Director, Technical Services
The WCM Group, Inc.
P.O. Box 3247
Humble, Texas 77347-3247

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Use Fee	(\$1.00 x 333.34 acre-feet)	\$	333.34
Mailed Notice	(San Jacinto River Basin)	\$	113.74
TOTAL FEES		\$	722.08
FEES RECEIVED		\$	651.74
TOTAL FEES DUE		\$	70.34

Please submit the requested information and fees by June 23, 2025, or the application may be returned pursuant to Title 30 TAC § 281.18.

If you have any questions concerning this matter, please contact me via email at lillian.beerman@tceq.texas.gov or by telephone at (512) 239-4019.

Sincerely,

Lillian E. Beerman, Ph.D.

Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability

Attachments



08-NOV-23 04:21 PM

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	WATER USE PERMITS	WCM GROUP	RHDAVIS	CK			
		INC (THE)					
						Total (Fee Code):	-\$518.00

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NOTICE FEES-WUP- WATER USE PERM	PTGU PTGU	M403225B	42655 110823	 N	BS00105966 D4800600	08-NOV-23	-\$133.74
	NOTICE FEES WUP WATER USE PERMITS	WCM GROUP INC (THE)	RHDAVIS	CK			
				Total (Fee Code):			-\$133.74

RECEIVED
NOV 10 2023
Water Availability Division

ATTACHMENT B

SIGNED SECRETARY'S CERTIFICATE FROM ENERGY TRANSFER LP

SECRETARY'S CERTIFICATE

I do hereby certify as follows:

1. I am the duly elected Secretary of LE GP, LLC, a Delaware limited liability company and the general partner of Energy Transfer LP, a limited partnership organized under the laws of Delaware.
2. HFOTCO LLC, a Texas Limited Liability Company doing business as Houston Fuel Oil Terminal Company, is an indirect wholly owned subsidiary of Energy Transfer LP.
3. Jonathan Hunt, as Senior Vice President – Operations, is an officer authorized by Energy Transfer LP to sign and delegate authority to Mickey Franco as Director – Terminal Operations to sign HFOTCO LLC's water rights application pursuant to title 30 Tex. Admin. Code § 295.14.

Dated this 4th day of June, 2025



William J. Healy, Deputy General Counsel & Secretary

State of Texas
County of Harris

This instrument was acknowledged before me on June 4, 2025 by William J. Healy, Deputy General Counsel & Secretary of LE GP LLC, a Delaware Limited Liability Company, on behalf of said corporation.

[SEAL]


Notary Public Signature

ATTACHMENT C1 & C2

**HFOTCO LLC MAPS SHOWING DIVERSION POINT 6 ON CARPENTERS
BAYOU, TRIBUTARY TO SAN JACINTO RIVER**

This drawing has been prepared by The WCM Group, Inc. for environmental planning purposes only. Specific details in this drawing have been gathered from various sources including the following drawings:

Stanley Engineering: DWG No. 538011-C1 Sept. 20, 2007

DWG No. ACOE-Permit-SK2-5 Feb. 22, 2008

Earth Data Surveying: DWG No. 5357-001 bndy Sept. 13, 2007

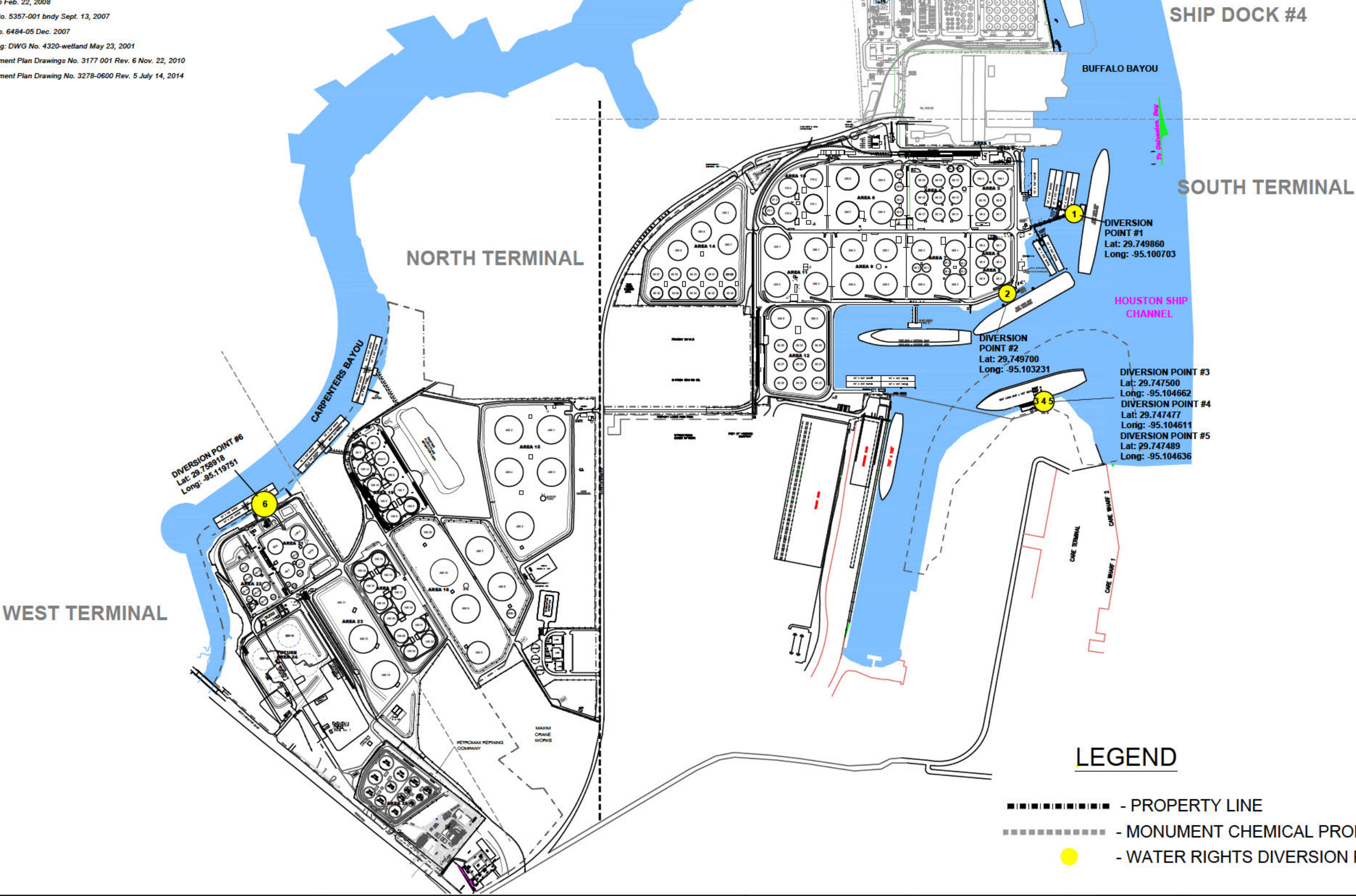
Cotton Surveying Co: DWG No. 6484-05 Dec. 2007

Clark-Geogram Land Surveying: DWG No. 4320-wetland May 23, 2001

Leonard Engineering Development Plan Drawings No. 3177 001 Rev. 6 Nov. 22, 2010

Leonard Engineering Development Plan Drawing No. 3278-0600 Rev. 5 July 14, 2014

NOTE: BOTH CARPENTERS BAYOU & BUFFALO BAYOU FLOW INTO SAN JACINTO RIVER



REVISIONS												DRAWN BY: KKC		DATE: 09/21/2023		<div>HOUSTON FUEL OIL TERMINAL COMPANY</div> <div>HOUSTON, TEXAS</div> <div>THE WCM GROUP, INC.</div> <div>FIGURE C1</div>	
NO.	DATE:	BY:	REMARKS:									REV. BY:	REV DATE: 06/10/2025				
NO.	DATE:	BY:	REMARKS:									CHECKED BY:	REV. DATE:				
NO.	DATE:	BY:	REMARKS:									APPROVED BY:	REV. DATE:				
NO.	DATE:	BY:	REMARKS:									ENGINEER:	DATE:				
												FILE NO.: HFOTO-Water Rights September 2023.dwg		SCALE: NONE			



ATTACHMENT D
REVISED WATER CONSERVATION PLAN
(FORM TCEQ-20839)



Texas Commission on Environmental Quality

Water Availability Division

MC-160, P.O. Box 13087 Austin, Texas 78711-3087

Telephone (512) 239-4600, FAX (512) 239-2214

Industrial Water Conservation Plan

This form is provided to assist entities in developing a water conservation plan for industrial water use. If you need assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

Additional resources such as best management practices (BMPs) are available on the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information

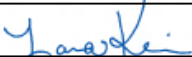
Name: HFOTCO LLC

Address: 15855 Jacintoport Blvd., Houston, TX 77015

Telephone Number: (281) 446-7070 Fax: ()

Form Completed By: Laura Kline

Title: Sr. Environmental Scientist, The WCM Group, Inc.

Signature:  Date: 06/06/2025

A water conservation plan for industrial use must include the following requirements (as detailed in 30 TAC Section 288.3). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

I. BACKGROUND DATA

A. Water Use

1. Annual diversion appropriated or requested (in acre-feet):

333.34

2. Maximum diversion rate (cfs):

34.6901 or 15,570 (gpm)

B. Water Sources

1. Please indicate the maximum or average annual amounts of water currently used and anticipated to be used (in acre-feet) for industrial purposes:

<i>Source</i>	<i>Water Right No.(s)</i>	<i>Current Use</i>	<i>Anticipated Use</i>
Surface Water	_____	_____	333.34
Groundwater	_____	_____	_____
Purchased	_____	_____	_____
Total	_____	_____	333.34

2. How was the surface water data and/or groundwater data provided in B(1) obtained?

Master meter _____; Customer meter _____; Estimated ___X____; Other _____

3. Was purchased water raw or treated?

If both, % raw 100; % treated _____; and Supplier(s) _____

C. Industrial Information

1. Major product(s) or service(s) produced by applicant:

Bulk Oil Terminal

2. North American Industry Classification System (NAICS):

493190

II. WATER USE AND CONSERVATION PRACTICES

A. Water Use in Industrial Processes

<i>Production Use</i>	<i>% Groundwater</i>	<i>% Surface Water</i>	<i>% Saline Water</i>	<i>% Treated Water</i>	<i>Water Use (in acre-ft)</i>
Cooling, condensing, & refrigeration	_____	_____	_____	_____	_____
Processing, washing, transport	_____	_____	_____	_____	_____
Boiler feed	_____	_____	_____	_____	_____
Incorporated into product	_____	_____	_____	_____	_____
Other	_____	100 %	_____	_____	333.34 AF

<i>Facility Use</i>	<i>% Groundwater</i>	<i>% Surface Water</i>	<i>% Saline Water</i>	<i>% Treated Water</i>	<i>Water Use (in acre-ft)</i>
Cooling tower(s)	_____	_____	_____	_____	_____
Pond(s)	_____	_____	_____	_____	_____
Once through	_____	100 %	_____	_____	333.34 AF
Sanitary & drinking water	_____	_____	_____	_____	_____
Irrigation & dust control	_____	_____	_____	_____	_____

1. _____ Was fresh water recirculated at
this facility? ☐ Yes ☒ No

2. Provide a detailed description of how the water will be utilized in the industrial process.

The water will be used for testing Fire Fighting Equipment/ Firewater pump systems for their mechanical integrity and leaks. The water will also be used for Hydrostatic Testing of tanks (done infrequently) by filling the tanks with water and applying pressure to identify any leaks or defects. The water will be pulled from both Buffalo Bayou and Carpenters Bayou of the San Jacinto River Basin in Harris County. Once testing is complete, the water will be returned directly to the Bayou. The water may additionally be used if any emergency situations were to arise.

3. Estimate the quantity of water consumed in production processes and is therefore unavailable for reuse, discharge, or other means of disposal.

An estimated 2% (or less) of the water pulled from the Bayou is anticipated to be lost due to evaporation. 98% of the water will be returned to the Bayou.

4. Monthly water consumption for the previous year (in acre-feet).

<i>Month</i>	<i>Diversion Amount</i>	<i>% of Water Returned (If Any)</i>	<i>Monthly Consumption</i>
January	_____	_____	_____
February	_____	_____	_____
March	_____	_____	_____
April	_____	_____	_____
May	_____	_____	_____
June	_____	_____	_____

July			
August			
September			
October			
November			
December			
Totals			0

5. Projected monthly water consumption for next year (in acre-feet).

<i>Month</i>	<i>Diversion Amount</i>	<i>% of Water Returned (If Any)</i>	<i>Monthly Consumption</i>
January	27.78	98 %	0.56
February	27.78	98 %	0.56
March	27.78	98 %	0.56
April	27.78	98 %	0.56
May	27.78	98 %	0.56
June	27.78	98 %	0.56
July	27.78	98 %	0.56
August	27.78	98 %	0.56
September	27.78	98 %	0.56
October	27.78	98 %	0.56
November	27.78	98 %	0.56
December	27.78	98 %	0.56
Totals	333.34	98 %	6.72

B. Specific and Quantified Conservation Goal

Water conservation goals for the industrial sector are generally established either for (1) the amount of water recycled, (2) the amount of water reused, or (3) the amount of water not lost or consumed, and therefore is available for return flow.

1. Water conservation goal (water use efficiency measure)

Type of goal(s):

0 % reused water

98 % of water not consumed and therefore returned

Other (specify)

2. Provide specific, quantified 5-year and 10-year targets for water savings and the basis for development of such goals for this water use/facility.

HFOTCO LLC will ensure that the water used for mechanical integrity and leak testing of the firewater pump system equipment and hydrostatic testing of tanks will be conducted using the least amount of time and water as required by the manufacturer specifications. This will ensure that the tests maximize their efficiency in limiting water use. Note that water diverted for both testing the firewater pump system and hydrostatic tank test is returned directly back to the source during and immediately following operations to minimize consumptive use.

HFOTCO LLC will routinely monitor the pump system, hoses and hydrostatic tank test area for potential leaks and will initiate repair of any leaks discovered in a timely manner. This will be in addition to the routine inspections and preventative maintenance conducted prior to and during use, as well as other weekly and monthly inspections/ preventive maintenance conducted in the area.

Training will be conducted and documented with applicable HFOTCO personnel on the importance of water conservation.

The percentage of surface water savings proposed by limiting water use, identification and repair of leaks as well as educating personnel on the importance of water conservation for the 5-year goal is an estimated 5% and the 10-year goal is an estimated 7%.

Quantified 5-year and 10-year targets for water savings:

- a. 5-Year Goal (2030): Reduce Total Acre-Feet (AF) by 5%
 - b. 10- Year Goal (2035): Reduce Total AF by 7%
3. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, verify the accuracy is within plus or minus 5%.

HFOTCO LLC will monitor pumping capacity rates and maintain a log of the amount and date of water being diverted. This practice will measure and record the amount of water diverted from the supply source within an accuracy of plus or minus 5%.

Water used for the firewater pump testing and hydrostatic testing will be conducted using the least amount of time and water as required by manufacturer specifications. The firewater pumps operate at one speed only and the system regulates the pressure (160 psi). Any leaks or damage will be repaired promptly to reduce water loss. Note that when the pumps are operated for testing, the diverted water is pumped back to Carpenters and Buffalo Bayou, thus minimizing consumptive water use.

Training will be conducted with HFOTCO personnel on the importance of water conservation and why identifying and addressing leaks are crucial to the local ecosystem.

4. Provide a description of the leak-detection and repair, and water-loss accounting measures used.

Routine, prior to and during use visual inspections and line pressure monitoring to identify leaks will be done while water is being diverted. Should any leak or damage be discovered, repairs will be made promptly to reduce waste loss. Regular internal preventative

maintenance is conducted as well as weekly visual inspections and checks are conducted by a third party.

5. Describe the application of state-of-the-art equipment and/or process modifications used to improve water use efficiency.

Water used for the firewater pump testing and hydrostatic testing will be conducted using the least amount of time and water as required by manufacturer specifications. Pumps run at one speed only and the system regulates the pressure (160 psi). Any leaks or damage will be repaired promptly to reduce water loss. Note that when the pumps are run for testing, the water goes directly back to the water source.

Training will be conducted with staff on the importance of water conservation and why identifying and addressing leaks are crucial to the local ecosystem.

6. Describe any other water conservation practice, method, or technique which the user shows to be appropriate for achieving the stated goal or goals of the water conservation plan:

Routine visual monitoring/inspections will be conducted prior to and during use to ensure any leaks are identified and repairs can be initiated promptly, along with training of personnel, this will ensure the maximum amount of water diverted will be returned to Carpenters and Buffalo Bayou, tributaries to the San Jacinto River. The hydrostatic test operations are conducted on an as needed basis (not a routine operation), which is of a very infrequent nature.

III. Water Conservation Plans submitted with a Water Right Application for New or Additional State Water

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan.

Routine visual monitoring/inspections will be conducted to ensure any leaks are identified and repairs can be initiated promptly, along with training of personnel, this will ensure the maximum amount of water diverted will be returned to Carpenters and Buffalo Bayou. System components will be maintained in good working order to ensure maximum test efficiency and maximum water conservation.

Water diverted from Carpenters and Buffalo Bayou for the hydrostatic testing is returned to Carpenters and Buffalo Bayou, thus minimizing consumptive use. An estimated 2% or less may be lost due to evaporation, dependent on temperature, humidity and wind speed at the time of the testing.

Note that the facility must also comply with 30 TAC §117.310 air emissions specifications for attainment areas. The rule states engines (i.e. firewater pump engines) cannot operate between the hours of 6am and noon. Due to the facility operating schedule, tests must be done between noon and 5pm. However, the facility makes a conscious effort to conduct these tests as early as possible, so that it is not done during the hottest part of the day (3pm-6pm).

Data:

Projected monthly water consumption for next year with an estimated 2% water loss due to evaporation (in acre-feet).

<i>Month</i>	<i>Diversion Amount</i>	<i>% of Water Returned (If Any)</i>	<i>Monthly Consumption</i>
January	27.78	98 %	0.56
February	27.78	98 %	0.56
March	27.78	98 %	0.56
April	27.78	98 %	0.56
May	27.78	98 %	0.56
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July	27.78	98 %	0.56
August	27.78	98 %	0.56
September	27.78	98 %	0.56
October	27.78	98 %	0.56
November	27.78	98 %	0.56
December	27.78	98 %	0.56
Totals	333.34	98 %	6.72

2. evaluates conservation as an alternative to the proposed appropriation; and

Routine visual monitoring/ inspections will be conducted to ensure any leaks are identified and repairs can be initiated promptly, along with training of personnel, this will ensure the maximum amount of water diverted will be returned to both Carpenters and Buffalo Bayou. System components are maintained in good working order to ensure maximum test efficiency and maximum water conservation.

3. evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

Routine visual monitoring/ inspections will be conducted to ensure any leaks are identified and repairs can be initiated promptly, along with training of personnel, this will ensure the maximum amount of water diverted will be returned to both Carpenters and Buffalo Bayou. System components are maintained in good working order to ensure maximum test efficiency and maximum water conservation.

When equipment or pumps can no longer be repaired, they may need to be replaced. If replacement is necessary, the facility will look to use the most energy-efficient model to ensure maximized water conservation.

THE WCM GROUP, INC.

110 S. Bender Ave., Humble, TX 77338

P.O. Box 3247, Humble, TX 77347

ATTACHMENT E
COPY OF ADDITIONAL FEE CHECK



THE WCM GROUP, INC.

110 S. Bender Ave., Humble, TX 77338
P.O. Box 3247, Humble, TX 77347

June 11, 2025

Cashiers Office, MC-214
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

UPS NUMBER
1Z07479R0399815772

REFERENCE: HFOTCO LLC
15885 Jacintoport Blvd, Houston, Texas 77015
Response to Request for Additional Information
Water Rights Permit Application Number: 13947
CN603316548, RN111841631

To Whom It May Concern,

On behalf of HFOTCO LLC, The WCM Group, Inc. (WCM) is providing the enclosed check in the amount of \$70.34 to cover additional fees for the above-referenced Water Rights Permit Application request for additional information. A copy of the Response for Additional Information regarding the Water Rights Permit Application 13947 letter is also enclosed.

If you have any questions regarding this application, or require further information, please contact me at (281) 446-7070.

Sincerely,


Jeremy C. Touchy
Director, Technical Services


JCT/tnk
ENCLOSURE

cc: K. O'Malley, HFOTCO (electronic copy)
H. Heil, HFOTCO (electronic copy)

THE WCM GROUP, INC.

110 S. Bender Ave., Humble, TX 77338

P.O. Box 3247, Humble, TX 77347

FEE PAYMENT

**TCEQ REQUEST FOR ADDITIONAL INFORMATION LETTER
DATED MAY 22, 2025**

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



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 22, 2025

Ms. Desiree D. Westcott, P.E.
Executive Director, Technical Services
The WCM Group, Inc.
P.O. Box 3247
Humble, Texas 77347-3247

VIA E-MAIL

RE: HFOTCO LLC
WRPERM 13947
CN603316548, RN111841631
Application No. 13947 for a Water Use Permit
Texas Water Code § 11.121, Requiring Published and Mailed Notice
Buffalo Bayou and Carpenters Bayou, San Jacinto River Basin
Harris County

Dear Ms. Westcott:

This acknowledges receipt, on November 7, 2023, of the referenced application and fees in the amount of \$651.74 (Receipt Nos. M403225A & M403225B, copies attached).

Additional information and fees are required before the application can be declared administratively complete.

1. Provide written evidence that Mickey Franco is authorized to sign the application for HFOTCO LLC, pursuant to Title 30 Texas Administrative Code (TAC) § 295.14(5), which states:

If the applicant is a corporation, public district, county, municipality, or other corporate entity, the application shall be signed by a duly authorized official. Written evidence in the form of bylaws, charters, or resolutions which specify the authority of the official to take such action shall be submitted. A corporation may file a corporate affidavit as evidence of the official's authority to sign.

Staff acknowledges that Jonathan A. Hunt, Sr. Vice President of Energy Transfer submitted signature authority for Mickey Franco. However, evidence that Energy Transfer is the parent company of HFOTCO LLC was not submitted.

2. Confirm that Diversion Point 6 is located on Carpenters Bayou, tributary of the San Jacinto River, San Jacinto River Basin.
3. Provide additional information concerning the submitted water conservation plan for industrial use to comply with Title 30 TAC § 288.3.
 - a. Provide specific, quantified 5-year and 10-year targets for water savings and the basis for development of such goals for this water use/facility (Form TCEQ-20839, Section II.B.2., Page 5).

- b. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, and verify the accuracy is within plus or minus 5% (Form TCEQ-20839, Section II.B.3., Page 5).
 - c. Describe any other water conservation practice, method, or technique which the user shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Form TCEQ-20839, Section II.B.6., Page 5).
4. Provide data and information, to comply with Title 30 TAC § 288.7 (Form TCEQ-20839, Section III, Page 5), which:
- a. supports the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
 - b. evaluates conservation as an alternative to the proposed appropriation; and
 - c. evaluates any other feasible alternative to new water development.
5. Remit fees in the amount of **\$70.34**, as described below. Please make the check payable to the TCEQ or Texas Commission on Environmental Quality.

Filing Fee	(100 to 5,000 acre-feet)	\$	250.00
Recording Fee		\$	25.00
Use Fee	(\$1.00 x 333.34 acre-feet)	\$	333.34
Mailed Notice	(San Jacinto River Basin)	\$	113.74
TOTAL FEES		\$	722.08
FEES RECEIVED		\$	651.74
TOTAL FEES DUE		\$	70.34

Please submit the requested information and fees by June 23, 2025, or the application may be returned pursuant to Title 30 TAC § 281.18.

If you have any questions concerning this matter, please contact me via email at lillian.beerman@tceq.texas.gov or by telephone at (512) 239-4019.

Sincerely,

Lillian E. Beerman, Ph.D.

Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability

Attachments



08-NOV-23 04:21 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP	M403225A	42655		BS00105966	08-NOV-23	-\$518.00
	WUP		110823	N	D4800600		
	WATER USE PERMITS	WCM GROUP	RHDAVIS	CK			
		INC (THE)					
						Total (Fee Code):	-\$518.00

RECEIVED
NOV 10 2023
Water Availability Division



08-NOV-23 04:21 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
NOTICE FEES-WUP- WATER USE PERM	PTGU PTGU	M403225B	42655 110823	 N	BS00105966 D4800600	08-NOV-23	-\$133.74
	NOTICE FEES WUP WATER USE PERMITS	WCM GROUP INC (THE)	RHDAVIS	CK			
				Total (Fee Code):			-\$133.74

RECEIVED
NOV 10 2023
Water Availability Division

RE: HFOTCO_LLC_13947_Application_Status_11.12.2024

From Kristina K. Cooper <[REDACTED]>
Date Thu 5/22/2025 1:17 PM
To Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Cc Katlynn <[REDACTED]>; Kerry Higgins <[REDACTED]>; Donny Hearn <[REDACTED]>; Holly <[REDACTED]>

Ms. Beerman,

Thank you for your quick response. WCM received your letter requesting additional information. WCM will forward this info to our client and will contact you with any further questions or comments.

Thanks again!

Regards,

Kristina

Sent from my T-Mobile 5G Device

----- Original message -----

From: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Date: 5/22/25 12:36 PM (GMT-06:00)
To: "Kristina K. Cooper" <[REDACTED]>
Cc: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>, Katlynn <[REDACTED]>, Kerry Higgins <[REDACTED]>, Donny Hearn <[REDACTED]>, Holly <[REDACTED]>
Subject: Re: HFOTCO_LLC_13947_Application_Status_11.12.2024

Ms. Cooper,

Thank you for your inquiry into the status of HFOTCO LLC's Application No. 13947. The application is still in Administrative Review.

This morning, May 22, 2025, I sent a Request for Information to Desiree Wescott with the WCM Group representing HFOTCO. The Request for Information includes questions which need to be answered before the application can be declared administratively complete and proceeds to technical review.

Please let me know if you have any questions or concerns,

Thank You,

Lillian E. Beerman, Ph.D.
Water Rights Permitting Team
Water Availability Division
512-239-4019

HFOTCO_LLC_13947_Request_for_Information_05.22.2025

From Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>

Date Thu 5/22/2025 11:35 AM

To Desiree Westcott <[REDACTED]>

Cc Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>

 1 attachment (473 KB)

HFOTCO_13947_RFI_Sent_05.22.2025.pdf;

Ms. Desiree D. Westcott, P.E.,

Please review the attached Request for Information for HFOTCO LLC's Application No. 13947. Comments are due June 23, 2025. If you have any questions or concerns, do not hesitate to contact me.

Thank You,

Lillian E. Beerman, Ph.D.
Water Rights Permitting Team
Water Availability Division
512-239-4019
lillian.beerman@tceq.texas.gov

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



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 22, 2025

Ms. Desiree D. Westcott, P.E.
Executive Director, Technical Services
The WCM Group, Inc.
P.O. Box 3247
Humble, Texas 77347-3247

VIA E-MAIL

RE: HFOTCO LLC
WRPERM 13947
CN603316548, RN111841631
Application No. 13947 for a Water Use Permit
Texas Water Code § 11.121, Requiring Published and Mailed Notice
Buffalo Bayou and Carpenters Bayou, San Jacinto River Basin
Harris County

Dear Ms. Westcott:

This acknowledges receipt, on November 7, 2023, of the referenced application and fees in the amount of \$651.74 (Receipt Nos. M403225A & M403225B, copies attached).

Additional information and fees are required before the application can be declared administratively complete.

1. Provide written evidence that Mickey Franco is authorized to sign the application for HFOTCO LLC, pursuant to Title 30 Texas Administrative Code (TAC) § 295.14(5), which states:

If the applicant is a corporation, public district, county, municipality, or other corporate entity, the application shall be signed by a duly authorized official. Written evidence in the form of bylaws, charters, or resolutions which specify the authority of the official to take such action shall be submitted. A corporation may file a corporate affidavit as evidence of the official's authority to sign.

Staff acknowledges that Jonathan A. Hunt, Sr. Vice President of Energy Transfer submitted signature authority for Mickey Franco. However, evidence that Energy Transfer is the parent company of HFOTCO LLC was not submitted.

2. Confirm that Diversion Point 6 is located on Carpenters Bayou, tributary of the San Jacinto River, San Jacinto River Basin.
3. Provide additional information concerning the submitted water conservation plan for industrial use to comply with Title 30 TAC § 288.3.
 - a. Provide specific, quantified 5-year and 10-year targets for water savings and the basis for development of such goals for this water use/facility (Form TCEQ-20839, Section II.B.2., Page 5).

- b. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, and verify the accuracy is within plus or minus 5% (Form TCEQ-20839, Section II.B.3., Page 5).
 - c. Describe any other water conservation practice, method, or technique which the user shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Form TCEQ-20839, Section II.B.6., Page 5).
4. Provide data and information, to comply with Title 30 TAC § 288.7 (Form TCEQ-20839, Section III, Page 5), which:
 - a. supports the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
 - b. evaluates conservation as an alternative to the proposed appropriation; and
 - c. evaluates any other feasible alternative to new water development.
5. Remit fees in the amount of **\$70.34**, as described below. Please make the check payable to the TCEQ or Texas Commission on Environmental Quality.

Filing Fee	(100 to 5,000 acre-feet)	\$	250.00
Recording Fee		\$	25.00
Use Fee	(\$1.00 x 333.34 acre-feet)	\$	333.34
Mailed Notice	(San Jacinto River Basin)	\$	113.74
TOTAL FEES		\$	722.08
FEES RECEIVED		\$	651.74
TOTAL FEES DUE		\$	70.34

Please submit the requested information and fees by June 23, 2025, or the application may be returned pursuant to Title 30 TAC § 281.18.

If you have any questions concerning this matter, please contact me via email at lillian.beerman@tceq.texas.gov or by telephone at (512) 239-4019.

Sincerely,

Lillian E. Beerman, Ph.D.

Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability

Attachments



08-NOV-23 04:21 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP	M403225A	42655		BS00105966	08-NOV-23	-\$518.00
	WUP		110823	N	D4800600		
	WATER USE PERMITS	WCM GROUP	RHDAVIS	CK			
		INC (THE)					
						Total (Fee Code):	-\$518.00

RECEIVED
NOV 10 2023
Water Availability Division



TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

08-NOV-23 04:21 PM

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
NOTICE FEES-WUP- WATER USE PERM	PTGU PTGU	M403225B	42655 110823	 N	BS00105966 D4800600	08-NOV-23	-\$133.74
	NOTICE FEES WUP WATER USE PERMITS	WCM GROUP INC (THE)	RHDAVIS	CK			
				Total (Fee Code):			-\$133.74

RECEIVED
NOV 10 2023
Water Availability Division

From: Kristina K. Cooper <kcooper@wcmgroup.com>
Sent: Wednesday, May 21, 2025 1:32 PM
To: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Cc: O'Malley, Katlynn <[REDACTED]>; Kerry Higgins <[REDACTED]>; Donny Hearn <[REDACTED]>; Heil, Holly <[REDACTED]>
Subject: Re: HFOTCO_LLC_13947_Application_Status_11.12.2024

Hi Ms. Beerman,

Energy Transfer (HFOTCO) was inquiring about the status of Application No. 13947. The last time we had communicated the application was in the Administrative Review process. Has there been any change or any expectation of when it will be moving forward into the Technical Review process?

Thank you,
Kristina Cooper

From: Kristina K. Cooper <[REDACTED]>
Sent: Wednesday, November 13, 2024 9:26 AM
To: O'Malley, Katlynn <[REDACTED]>
Cc: Donny Hearn <[REDACTED]>; Heil, Holly <[REDACTED]>
Subject: FW: HFOTCO_LLC_13947_Application_Status_11.12.2024

Hi Katlynn,

Below is Lillian's response to my inquiry about the status of your Water Rights Permit Application. It is still in Administrative review.

Thank you,
Kristina



Kristina Cooper
Environmental Specialist
[REDACTED]

W: 281.446.7070
P.O. Box 3247, Humble, TX 77347
110 S. Bender Avenue, Humble, TX 77338
www.wcmgroup.com



From: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Sent: Tuesday, November 12, 2024 5:41 PM
To: Kristina K. Cooper <[REDACTED]>; Donny Hearn <[REDACTED]>

Cc: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Subject: HFOTCO_LLC_13947_Application_Status_11.12.2024

Ms. Kristina Cooper,

Thank you for your inquiry regarding the status of Application No. 13947. The application is currently in Administrative Review. If we have any questions or request additional information before proceeding to Technical Review, we will contact you.

I am Lillian E. Beerman, the project manager for Application No. 13947. Please contact me if you have further questions.

Much appreciated,

[Lillian E. Beerman, Ph.D.](#)

[Water Rights Permitting Team](#)

[Water Availability Division](#)

[512-239-4019](#)

lillian.beerman@tceq.texas.gov

From: Kristina K. Cooper <[REDACTED]>
Sent: Tuesday, November 12, 2024 10:12 AM
To: WRPT <WRPT@tceq.texas.gov>
Cc: Donny Hearn <[REDACTED]>
Subject: HFOTCO LLC - Water Rights Permit Application

Good Morning,

Can you help me identify the current status and anticipated processing timeline on the HFOTCO, LLC water rights permit application (#13947) that was submitted on November 7, 2023? The application status has not changed in the past several months from the online application status.

Thank you,
Kristina Cooper



Kristina Cooper
Environmental Specialist

[REDACTED]
W: 281.446.7070
P.O. Box 3247, Humble, TX 77347
110 S. Bender Avenue, Humble, TX 77338
www.wcmgroup.com

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Private and confidential as detailed [here](#). If you cannot access hyperlink, please e-mail sender.

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
PHONE MEMORANDUM

To: Desiree Westcott, P.E., Environmental Specialist	To: Lillian E. Beerman, Ph.D. Project Manager
Organization: WCM Environmental Professionals [REDACTED]	Permit: 13947 HFOTCO LLC
Date: June 27, 2024	Re: Application Status

Called Ms. Westcott to inform her that the Application was still in Administrative Review.

Lillian E. Beerman, Ph.D. June 27, 2024

RE: HFOTCO LLC - Water Rights Permit Application - Electronic Submittal

Desiree Westcott - [REDACTED]

Wed 6/26/2024 4:13 PM

To: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>

Cc: WRPT <WRPT@tceq.texas.gov>

Lillian:

Can you help me identify the current status and anticipated processing timeline on the HFOTCO, LLC water rights permit application (#13947) that was submitted on November 7, 2023? We have been periodically checking the application status online ([View Pending Water Right Applications - Texas Commission on Environmental Quality - www.tceq.texas.gov](http://www.tceq.texas.gov)), however it doesn't appear that the "San Jacinto" list has been updated for at least the past 3 months.

Please let me know if you are not the correct person to reach out to on this issue and point me in the direction of someone else who can provide some insight.

Respectfully,



Desiree Westcott, PE
Executive Director

W: 281.446.7070 C : 281.798.5299

P.O. Box 3247, Humble, TX 77347

110 S. Bender Avenue, Humble, TX 77338

www.wcmgroup.com

From: Desiree Westcott <[REDACTED]>

Sent: Tuesday, November 7, 2023 2:26 PM

To: WRPT@tceq.texas.gov

Cc: Katlynn O'Malley ([REDACTED]) <[REDACTED]>; Energy Transfer - Houston Terminal ([REDACTED]) <[REDACTED]>; Kristina K. Cooper <[REDACTED]>

Subject: HFOTCO LLC - Water Rights Permit Application - Electronic Submittal

To Whom It May Concern,

On behalf of HFOTCO, LLC (HFOTCO), The WCM Group Inc. (WCM) is hereby submitting a Water Rights Permit Application for the HFOTCO Terminal located at 16642 Jacintoport Blvd. in Houston, Harris County, Texas. In addition to this electronic copy of the application to TCEQ WRPT, a hard copy of the application with original signatures was placed in the mail today to the TCEQ (Water Availability Division) via overnight delivery.

A check in the amount of \$651.74 (copy attached) has been submitted to the Texas Commission on Environmental Quality (TCEQ) Financial Administrative Division, Cashier's Office under separate cover to address the application fee.

If you have any questions, please contact me at (281) 446-7070.

Respectfully,



Desiree Westcott, PE
Executive Director

W: 281.446.7070 C : 281.798.5299
P.O. Box 3247, Humble, TX 77347
110 S. Bender Avenue, Humble, TX 77338
www.wcmgroup.com

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THE WCM GROUP, INC.

110 S. Bender Ave., Humble, TX 77338
P.O. Box 3247, Humble, TX 77347

November 7, 2023

Water Availability Division, MC-160
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

UPS NUMBER
1Z07479R0391921868

REFERENCE: Water Rights Permit Application
HFOTCO LLC
15885 Jacintoport Blvd, Houston, Texas 77015
CN603316548, RN100223445

To Whom It May Concern,

On behalf of HFOTCO, LLC (HFOTCO), The WCM Group Inc. (WCM) is hereby submitting a Water Rights Permit Application for the HFOTCO Terminal located at 16642 Jacintoport Blvd. in Houston, Harris County, Texas. As indicated in the application instructions, the signed original application is included in this submittal package and an electronic copy has been submitted to WRPT@tceq.texas.gov.

A check in the amount of \$651.74 (copy attached) has been submitted to the Texas Commission on Environmental Quality (TCEQ) Financial Administrative Division Revenue Section under separate cover to address the application fee.

If you have any questions, please contact me at (281) 446-7070.

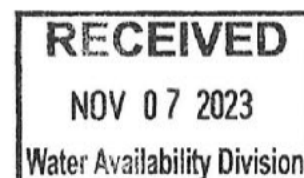
Sincerely,

A handwritten signature in black ink that reads 'Desiree Westcott'.

Desiree D. Westcott, P. E.
Executive Director, Technical Services

DDW/kkc
ENCLOSURE

cc: K. O'Malley, HFOTCO LLC
B. Lamarche, HFOTCO, LLC





THE WCM GROUP, INC.

110 S. Bender Ave., Humble, TX 77338
P.O. Box 3247, Humble, TX 77347

November 7, 2023

Cashiers Office, MC-214
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

UPS NUMBER
1Z07479R0391921877

REFERENCE: Application fee for Water Rights Permit Application
HFOTCO LLC
15885 Jacintoport Blvd, Houston, Texas 77015
CN603316548, RN100223445

To Whom It May Concern:

On behalf of HFOTCO LLC, The WCM Group, Inc. (WCM) is providing the enclosed check in the amount of \$651.74 to cover the fee for the above-referenced Water Rights Permit Application. A copy of the Water Rights Permit Application letter is also enclosed.

If you have any questions regarding this application, or require further information, please contact me at (281) 446-7070.

Sincerely,

A handwritten signature in black ink that reads 'Desiree Westcott'.

Desiree D. Westcott, P. E.
Executive Director, Technical Services
[Redacted]

DDW/kkc
ENCLOSURE

cc: K. O'Malley, HFOTCO LLC
B. Lamarche, HFOTCO, LLC

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

WATER RIGHTS PERMIT APPLICATION

Prepared for
HFOTCO LLC
AN ENERGY TRANSFER COMPANY
Houston, Texas

November 2023



THE WCM GROUP, INC.
110 S. Bender Ave., Humble, TX 77338
P.O. Box 3247, Humble, TX 77347
phone 281.446.7070 | fax 281.446.3348
[REDACTED]

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- 1 - FACILITY LOCATION MAP (TECHNICAL INFORMATION REPORT p.1, ITEM 1.a, p.3 ITEM 3.d, & WORKSHEET 3.0), pg. 87.
- 2 - FACILITY LAYOUT MAP (TECHNICAL INFORMATION REPORT p.1, ITEM 1.a, p.3 ITEM 3.d, & WORKSHEET 3.0), pgs. 89-92.

ATTACHMENTS

- A - ORIGINAL PHOTOGRAPHS TECHNICAL INFORMATION REPORT p.1, ITEM 1.a), pgs. 94-97.
- B - PROPERTY OWNERSHIP DESCRIPTIONS, RECORDED DEEDS FOR DIVERSION POINTS, AND COMPANY RECORDS (TECHNICAL INFORMATION REPORT - WORKSHEET 3.0, p. 14, ITEM 2.c), pgs. 98-252.
- C - WATER CONSERVATION PLAN 30 TAC §295.9 (TECHNICAL INFORMATION REPORT - WORKSHEET 6.0, p. 20, ITEM 1.a.), pgs. 254-258.
- D - PUBLIC INVOLVEMENT PLAN, pgs. 260-263.

ADMINISTRATIVE INFORMATION CHECKLIST

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

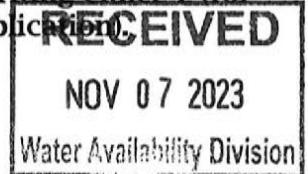
TCEQ WATER RIGHTS PERMITTING APPLICATION

ADMINISTRATIVE INFORMATION CHECKLIST

Complete and submit this checklist for each application. See Instructions Page 5.

APPLICANT(S): HFOTCO LLC

Indicate whether the following items are included in your application by writing either Y (for yes) or N (for no) next to each item (all items are not required for every application).



Y/N

Y **Administrative Information Report**

N Additional Co-Applicant Information

N Additional Co-Applicant Signature Pages

Y Written Evidence of Signature Authority

Y **Technical Information Report**

Y USGS Map (or equivalent)

Y Map Showing Project Details

Y Original Photographs

N Water Availability Analysis

Y **Worksheet 1.0**

N Recorded Deeds for Irrigated Land

N Consent for Irrigated Land

Y **Worksheet 1.1**

N Addendum to Worksheet 1.1

Y **Worksheet 1.2**

Y **Worksheet 2.0**

N Additional W.S. 2.0 for Each Reservoir

N Dam Safety Documents

N Notice(s) to Governing Bodies

N Recorded Deeds for Inundated Land

N Consent for Inundated Land

Y/N

Y **Worksheet 3.0**

Y Additional W.S. 3.0 for each Point

Y Recorded Deeds for Diversion Points

Y Consent for Diversion Access

Y **Worksheet 4.0**

N TPDES Permit(s)

N WWTP Discharge Data

N Groundwater Well Permit

N Signed Water Supply Contract

Y **Worksheet 4.1**

Y **Worksheet 5.0**

N Addendum to Worksheet 5.0

Y **Worksheet 6.0**

Y Water Conservation Plan(s)

N Drought Contingency Plan(s)

N Documentation of Adoption

Y **Worksheet 7.0**

N Accounting Plan

Y **Worksheet 8.0**

Y Fees

Y Public Involvement Plan

ADMINISTRATIVE INFORMATION REPORT

ADMINISTRATIVE INFORMATION REPORT

The following information is **required** for **all** new applications and amendments.

***** Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Staff to discuss Applicant's needs prior to submitting an application. Call the Water Rights Permitting Team to schedule a meeting at (512) 239-4600.**

1. TYPE OF APPLICATION (Instructions, Page. 6)

Indicate, by marking X, next to the following authorizations you are seeking.

☒ New Appropriation of State Water

☐ Amendment to a Water Right *

☐ Bed and Banks

****If you are seeking an amendment to an existing water rights authorization, you must be the owner of record of the authorization. If the name of the Applicant in Section 2 does not match the name of the current owner(s) of record for the permit or certificate or if any of the co-owners is not included as an applicant in this amendment request, your application could be returned. If you or a co-applicant are a new owner, but ownership is not reflected in the records of the TCEQ, submit a change of ownership request (Form TCEQ-10204) prior to submitting the application for an amendment. See Instructions page. 6. Please note that an amendment application may be returned, and the Applicant may resubmit once the change of ownership is complete.***

Please summarize the authorizations or amendments you are seeking in the space below or attach a narrative description entitled "Summary of Request."

HFOTCO is requesting a New Appropriation of State Water for the use of testing fire fighting equipment and Hydrostatic Tank Testing. The six (6) diversion pumps are located on the following docks:

Diversion Point #1 - Ship Dock #1 (Lat. 29.749860, Long. -95.100703; pumping rate: 2,500 gpm; Firewater Testing Annual Max Use: 3,900,000 gal, 12 acres/ft; Hydrostatic Testing Max Use: 16,800,000 gal, 52 acres/ft; with a total diverted of 20,700,000 gal and 64 acres/ft);

Diversion Point #2 - Ship Dock #3 (Lat. 29.749700, Long. -95.103231; pumping rate: 5,000 gpm; Firewater Testing Annual Max Use: 7,800,000 gal, 24 acres/ft; Hydrostatic Testing Max Use: 16,800,000 gal, 52 acres/ft; with a total use of 24,600,000 gal and 75 acres/ft);

Diversion Point #3 - Ship Dock #5 (Lat. 29.747500, Long. -95.104662; pumping rate: 2,500 gpm; Firewater Testing Annual Max Use: 3,900,000 gal, 12 acres/ft; Hydrostatic Testing Max Use: 16,800,000 gal, 52 acres/ft; with a total use of 20,700,000 gal and 64 acres/ft);

Diversion Point #4 - Ship Dock #5 (Lat. 29.747477, Long. -95.104611; pumping rate: 2,500 gpm; Firewater Testing Annual Max Use: 3,900,000 gal, 12 acres/ft; Hydrostatic Testing Max Use: 16,800,000 gal, 52 acres/ft; with a total use of 20,700,000 gal and 64 acres/ft);

Diversion Point #5 - Ship Dock #5 (Lat. 29.747489, Long. -95.104636; pumping rate: 70 gpm; Firewater Testing Annual Max Use: 109,200 gal, 0.34 acres/ft; with a total use of 109,200 gal, 0.34 acres/ft);

Diversion Point #6 - Barge Dock #6 (Lat. 29.758918, Long. -95.119751; pumping rate: 3,000 gpm; Firewater Testing Annual Max Use: 4,680,000 gal, 14 acres/ft; Hydrostatic Testing Max Use: 16,800,000 gal, 52 acres/ft; with a total use of 21,480,000 gal and 66 acres/ft);

The waters will be diverted from Buffalo Bayou (Diversion Points #1-5) and Carpenters Bayou (Diversion Point #6) in the San Jacinto River Basin.

2. APPLICANT INFORMATION (Instructions, Page. 6)

a. Applicant

Indicate the number of Applicants/Co-Applicants 1
(Include a copy of this section for each Co-Applicant, if any)

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

HFOTCO LLC

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

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

You may search for your CN on the TCEQ website at

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

CN : 603316548 (leave blank if you do not yet have a CN).

What is the name and title of the person or persons signing the application? Unless an application is signed by an individual applicant, the person or persons must submit written evidence that they meet the signatory requirements in 30 TAC § 295.14.

First/Last Name: Mickey Franco

Title: Director - Terminal Operations

Have you provided written evidence meeting the signatory requirements in 30 TAC § 295.14, as an attachment to this application? Y/N

What is the applicant's mailing address as recognized by the US Postal Service (USPS)? You may verify the address on the USPS website at

<https://tools.usps.com/go/ZipLookupAction!input.action>.

Name: HFOTCO LLC

Mailing Address: 15855 Jacintoport Blvd.

City: Houston State: TX ZIP Code: 77015

Indicate an X next to the type of Applicant:

☐ Individual ☐ Sole Proprietorship-D.B.A.

☐ Partnership ☒ Corporation

☐ Trust ☐ Estate

☐ Federal Government ☐ State Government

☐ County Government ☐ City Government

☐ Other Government ☐ Other

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: 17420083606 SOS Charter (filing) Number: 800922727

3. APPLICATION CONTACT INFORMATION (Instructions, Page. 9)

If the TCEQ needs additional information during the review of the application, who should be contacted? Applicant may submit their own contact information if Applicant wishes to be the point of contact.

First and Last Name: Desiree D. Westcott, P.E.

Title: Executive Director, Technical Services

Organization Name: The WCM Group, Inc.

Mailing Address: P O BOX 3247

City: Humble State: TX ZIP Code: 77347

Phone Number: (281) 446-7070

Fax Number:

E-mail Address: 

4. WATER RIGHT CONSOLIDATED CONTACT INFORMATION (Instructions, Page. 9)

This section applies only if there are multiple Owners of the same authorization. Unless otherwise requested, Co-Owners will each receive future correspondence from the Commission regarding this water right (after a permit has been issued), such as notices and water use reports. Multiple copies will be sent to the same address if Co-Owners share the same address. Complete this section if there will be multiple owners and all owners agree to let one owner receive correspondence from the Commission. Leave this section blank if you would like all future notices to be sent to the address of each of the applicants listed in section 2 above.

I/We authorize all future notices be received on my/our behalf at the following:

First and Last Name: _____

Title: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)

- a. The application will not be processed unless all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol by all applicants/co-applicants. If you need assistance determining whether you owe delinquent penalties or fees, please call the Water Rights Permitting Team at (512) 239-4600, prior to submitting your application.

1. Does Applicant or Co-Applicant owe any fees to the TCEQ? **Yes / No** No

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

Account number: _____ Amount past due: _____

2. Does Applicant or Co-Applicant owe any penalties to the TCEQ? **Yes / No** No

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

Enforcement order number: _____ Amount past due: _____

- b. If the Applicant is a taxable entity (corporation or limited partnership), the Applicant must be in good standing with the Comptroller or the right of the entity to transact business in the State may be forfeited. See Texas Tax Code, Subchapter F. Applicant's may check their status with the Comptroller at <https://mycpa.cpa.state.tx.us/coa/>

Is the Applicant or Co-Applicant in good standing with the Comptroller? **Yes / No** Yes

- c. The commission will not grant an application for a water right unless the applicant has submitted all Texas Water Development Board (TWDB) surveys of groundwater and surface water use – if required. See TWC §16.012(m) and 30 TAC § 297.41(a)(5). Applicants should check survey status on the TWDB website prior to filing:

https://www3.twdb.texas.gov/apps/reports/WU/SurveyStatus_PriorThreeYears

Applicant has submitted all required TWDB surveys of groundwater and surface water?

Yes / No Yes

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Mickey Franco

Director - Terminal Operations

(Typed or printed name)

(Title)

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

I further certify that I am authorized under Title 30 Texas Administrative Code §295.14 to sign and submit this document and I have submitted written evidence of my signature authority.

Signature: _____

Mickey Franco

Date: _____

11-3-23

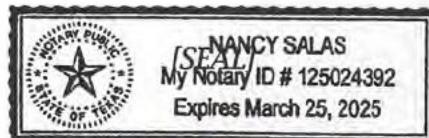
(Use blue ink)

Subscribed and Sworn to before me by the said

on this 3 day of November, 2023.

My commission expires on the 25 day of March, 2025.

Notary Public



County, Texas

[Signature]

If the Application includes Co-Applicants, each Applicant and Co-Applicant must submit an original, separate signature page



15855 JACINTOPORT BLVD.
HOUSTON, TEXAS 77015
WWW.ENERGYTRANSFER.COM

Tuesday, August 22, 2023

Water Rights Permitting Team, MC160
TCEQ - Water Availability Division
P.O. Box 13087,
Austin, Texas, 78711-3087

Subject: Water Rights Permit Application
Delegation of "Duly Authorized Official" to Sign for HFOTCO, LLC
15855 Jacintoport Boulevard, Houston, Texas 77015

To Whom It May Concern:

As the Senior Vice President of Operations at Energy Transfer, the parent company of HFOTCO LLC, I, the undersigned, hereby designate Mickey Franco – Director of Terminal Operations, as a Duly Authorized Official (per 30 TAC 295.14 copied below) for the purpose of signing the following documentation pertaining to the above-referenced permit application:

- Form TCEQ-10214B Water Rights Permitting Application Administrative Information Report; and
- Other documents related to the Water Rights Permit application process.

By signing this authorization, I confirm that as a corporate officer of Energy Transfer, I have the authority to make such a designation.

30 TAC 295.14 "Signature of Applicant"

The application shall be signed as follows.

- (1) If the applicant is an individual, the application shall be signed by the applicant or the applicant's duly appointed agent. An agent shall provide written evidence of his or her authority to represent the applicant. If the applicant is an individual doing business under an assumed name, the applicant shall attach to the application an assumed name certificate from the county clerk of the county in which the principal place of business is located.*
- (2) A joint application shall be signed by each applicant or each applicant's duly authorized agent, with written evidence of such agency to be submitted with the application. If land is owned by both husband and wife, each shall sign the application. Joint applicants shall select one among them to act for and represent the others in pursuing the application with the commission, with written evidence of such representation to be submitted with the application.*
- (3) If the application is by a partnership, the application shall be signed by one of the general partners. If the applicant is a partnership doing business under an assumed name, it shall attach to the application an assumed name certificate from the county clerk of the county in which the principal place of business is located.*
- (4) If the applicant is an estate or guardianship, the application shall be signed by the duly appointed guardian or representative of the estate, and a current copy of the letters issued by the court shall be attached to the application.*
- (5) If the applicant is a corporation, public district, county, municipality, or other corporate entity, the application shall be signed by a duly authorized official. Written evidence in the form of bylaws, charters, or resolutions which specify the authority of the official to take such action*

8/22/2023

shall be submitted. A corporation may file a corporate affidavit as evidence of the official's authority to sign.

(6) If the applicant is acting as trustee for another, the applicant shall sign as trustee, and in the application shall disclose the nature of the trust agreement and give the name and current address of each trust beneficiary.

Source Note: The provisions of this §295.14 adopted to be effective May 28, 1986, 11 TexReg 2324.

If you have any questions or concerns, please feel free to contact Ms. Katlynn O'Malley, Sr. Environmental Specialist ([REDACTED] or 713-948-7540) or Mr. Benoît Lamarche, Environmental Manager ([REDACTED] or 713-948-7517).

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. A. Hunt', with a stylized flourish at the end.

Jonathan A. Hunt, Sr. Vice President - Operations
Energy Transfer

TECHNICAL INFORMATION REPORT

TECHNICAL INFORMATION REPORT

WATER RIGHTS PERMITTING

This Report is required for applications for new or amended water rights. Based on the Applicant's responses below, Applicants are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Permitting Staff to discuss Applicant's needs and to confirm information necessary for an application prior to submitting such application. Please contact the Water Availability Division at (512) 239-4600 or WRPT@tceq.texas.gov to schedule a meeting.

Date of pre-application meeting: 08/22/2023

1. New or Additional Appropriations of State Water. Texas Water Code (TWC) § 11.121 (Instructions, Page. 12)

State Water is: *The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the storm water, floodwater, and rainwater of every river, natural stream, canyon, ravine, depression, and watershed in the state. TWC § 11.021.*

- a. Applicant requests a new appropriation (diversion or impoundment) of State Water? Y / N Y
- b. Applicant requests an amendment to an existing water right requesting an increase in the appropriation of State Water or an increase of the overall or maximum combined diversion rate? Y / N N (If yes, indicate the Certificate or Permit number: N/A)

If Applicant answered yes to (a) or (b) above, does Applicant also wish to be considered for a term permit pursuant to TWC § 11.1381? Y / N N

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / N N (If yes, indicate the Term Certificate or Permit number: N/A)

If Applicant answered yes to (a), (b) or (c), the following worksheets and documents are required:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir requested in the application)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point and/or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach requested in the application)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees**
- **Fees calculated on Worksheet 8.0 – see instructions Page. 34.**
- **Maps – See instructions Page. 15.**
- **Photographs – See instructions Page. 30.**

Additionally, if Applicant wishes to submit an alternate source of water for the project/authorization, see Section 3, Page 3 for Bed and Banks Authorizations (Alternate sources may include groundwater, imported water, contract water or other sources).

Additional Documents and Worksheets may be required (see within).

N/A 2. Amendments to Water Rights. TWC § 11.122 (Instructions, Page. 12)

This section should be completed if Applicant owns an existing water right and Applicant requests to amend the water right. ***If Applicant is not currently the Owner of Record in the TCEQ Records, Applicant must submit a Change of Ownership Application (TCEQ-10204) prior to submitting the amendment Application or provide consent from the current owner to make the requested amendment. If the application does not contain consent from the current owner to make the requested amendment, TCEQ will not begin processing the amendment application until the Change of Ownership has been completed and will consider the Received Date for the application to be the date the Change of Ownership is completed. See instructions page. 6.***

Water Right (Certificate or Permit) number you are requesting to amend: _____

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y / N _____ (if yes, complete chart below):

List of water rights to sever	Combine into this ONE water right

- a. Applicant requests an amendment to an existing water right to increase the amount of the appropriation of State Water (diversion and/or impoundment)? Y / N _____

If yes, application is a new appropriation for the increased amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- b. Applicant requests to amend existing Term authorization to extend the term or make the water right permanent (remove conditions restricting water right to a term of years)? Y / N _____

If yes, application is a new appropriation for the entire amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- c. Applicant requests an amendment to change the purpose or place of use or to add an additional purpose or place of use to an existing Permit or Certificate? Y / N _____
If yes, submit:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 1.2 - Notice: “Marshall Criteria”**

- d. Applicant requests to change: diversion point(s); or reach(es); or diversion rate? Y / N _____
If yes, submit:

- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach)
- **Worksheet 5.0 – Environmental Information** (Required for any new diversion points that are not already authorized in a water right)

- e. Applicant requests amendment to add or modify an impoundment, reservoir, or dam? Y / N _____

If yes, submit: Worksheet 2.0 - Impoundment/Dam Information Worksheet (submit one worksheet for each impoundment or reservoir)

- f. Other - Applicant requests to change any provision of an authorization not mentioned above? Y / N_____ *If yes, call the Water Availability Division at (512) 239-4600 to discuss.*

Additionally, all amendments require:

- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

3. Bed and Banks. TWC § 11.042 (Instructions, Page 13)

- a. Pursuant to contract, Applicant requests authorization to convey, stored or conserved water to the place of use or diversion point of purchaser(s) using the bed and banks of a watercourse? TWC § 11.042(a). Y/N___N___

If yes, submit a signed copy of the Water Supply Contract pursuant to 30 TAC §§ 295.101 and 297.101. Further, if the underlying Permit or Authorization upon which the Contract is based does not authorize Purchaser's requested Quantity, Purpose or Place of Use, or Purchaser's diversion point(s), then either:

- 1. Purchaser must submit the worksheets required under Section 1 above with the Contract Water identified as an alternate source; or*
- 2. Seller must amend its underlying water right under Section 2.*

- b. Applicant requests to convey water imported into the state from a source located wholly outside the state using the bed and banks of a watercourse? TWC § 11.042(a-1). Y / N___N___

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps and fees from the list below.

- c. Applicant requests to convey Applicant's own return flows derived from privately owned groundwater using the bed and banks of a watercourse? TWC § 11.042(b). Y / N___N___

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

- d. Applicant requests to convey Applicant's own return flows derived from surface water using the bed and banks of a watercourse? TWC § 11.042(c). Y / N___N___

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, Maps, and fees from the list below.

****Please note, if Applicant requests the reuse of return flows belonging to others, the Applicant will need to submit the worksheets and documents under Section 1 above, as the application will be treated as a new appropriation subject to termination upon direct or indirect reuse by the return flow discharger/owner.***

- e. Applicant requests to convey water from any other source, other than (a)-(d) above, using the bed and banks of a watercourse? TWC § 11.042(c). Y / N___N___

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

Worksheets and information:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir owned by the applicant through which water will be conveyed or diverted)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for the downstream limit of each diversion reach for the proposed conveyances)

- Worksheet 4.0 – Discharge Information Worksheet (for each discharge point)
- Worksheet 5.0 – Environmental Information Worksheet
- Worksheet 6.0 – Water Conservation Information Worksheet
- Worksheet 7.0 – Accounting Plan Information Worksheet
- Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34
- Maps – See instructions Page. 15.
- Additional Documents and Worksheets may be required (see within).

4. General Information, Response Required for all Water Right Applications (Instructions, Page 15)

- a. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement (*not required for applications to use groundwater-based return flows*). Include citations or page numbers for the State and Regional Water Plans, if applicable. Provide the information in the space below or submit a supplemental sheet entitled “Addendum Regarding the State and Regional Water Plans”:

The state and regional water plans generally do not address every possible change in individual water rights. The application is consistent with the 2021 Region H Water Plan and the 2022 State Water Plan because there is nothing in the plans that conflict with the application.

- b. Did the Applicant perform its own Water Availability Analysis? Y / N N

If the Applicant performed its own Water Availability Analysis, provide electronic copies of any modeling files and reports.

- c. Does the application include required Maps? (Instructions Page. 15) Y / N Y

WORKSHEET 1.0
QUANTITY, PURPOSE, AND PLACE OF USE

WORKSHEET 1.0

Quantity, Purpose and Place of Use

1. New Authorizations (Instructions, Page. 16)

Submit the following information regarding quantity, purpose and place of use for requests for new or additional appropriations of State Water or Bed and Banks authorizations:

Quantity (acre- feet) <i>(Include losses for Bed and Banks)</i>	State Water Source (River Basin) or Alternate Source <i>*each alternate source (and new appropriation based on return flows of others) also requires completion of Worksheet 4.0</i>	Purpose(s) of Use	Place(s) of Use <i>*requests to move state water out of basin also require completion of Worksheet 1.1 Interbasin Transfer</i>
333.34	San Jacinto River Basin	Hydrostatic testing, fire water pump testing and use	Harris

333.34 Total amount of water (in acre-feet) to be used annually (*include losses for Bed and Banks applications*)

If the Purpose of Use is Agricultural/Irrigation for any amount of water, provide:

a. Location Information Regarding the Lands to be Irrigated

- i) Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
- ii) Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) or other acceptable instrument describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds.

If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

N/A 2. Amendments - Purpose or Place of Use (Instructions, Page. 12)

- a. Complete this section for each requested amendment changing, adding, or removing Purpose(s) or Place(s) of Use, complete the following:

Quantity (acre- feet)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**

**If the request is to add additional purpose(s) of use, include the existing and new purposes of use under "Proposed Purpose(s) of Use."*

***If the request is to add additional place(s) of use, include the existing and new places of use under "Proposed Place(s) of Use."*

Changes to the purpose of use in the Rio Grande Basin may require conversion. 30 TAC § 303.43.

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
 - Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

- Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- See Worksheet 1.2, Marshall Criteria, and submit if required.
- See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

WORKSHEET 1.1

INTERBASIN TRANSFERS, TWC § 11.085

Submit this worksheet for an application for a new or amended water right which requests to transfer State Water from its river basin of origin to use in a different river basin. A river basin is defined and designated by the Texas Water Development Board by rule pursuant to TWC § 16.051.

Applicant requests to transfer State Water to another river basin within the State? Y / N N

1. Interbasin Transfer Request (Instructions, Page. 20)

- a. Provide the Basin of Origin. _____
- b. Provide the quantity of water to be transferred (acre-feet). _____
- c. Provide the Basin(s) and count(y/ies) where use will occur in the space below:

2. Exemptions (Instructions, Page. 20), TWC § 11.085(v)

Certain interbasin transfers are exempt from further requirements. Answer the following:

- a. The proposed transfer, which in combination with any existing transfers, totals less than 3,000 acre-feet of water per annum from the same water right. Y/N__
- b. The proposed transfer is from a basin to an adjoining coastal basin? Y/N__
- c. The proposed transfer from the part of the geographic area of a county or municipality, or the part of the retail service area of a retail public utility as defined by Section 13.002, that is within the basin of origin for use in that part of the geographic area of the county or municipality, or that contiguous part of the retail service area of the utility, not within the basin of origin? Y/N__
- d. The proposed transfer is for water that is imported from a source located wholly outside the boundaries of Texas, except water that is imported from a source located in the United Mexican States? Y/N__

3. Interbasin Transfer Requirements (Instructions, Page. 20)

For each Interbasin Transfer request that is not exempt under any of the exemptions listed above Section 2, provide the following information in a supplemental attachment titled "Addendum to Worksheet 1.1, Interbasin Transfer":

- a. the contract price of the water to be transferred (if applicable) (also include a copy of the contract or adopted rate for contract water);
- b. a statement of each general category of proposed use of the water to be transferred and a detailed description of the proposed uses and users under each category;
- c. the cost of diverting, conveying, distributing, and supplying the water to, and treating the water for, the proposed users (example - expert plans and/or reports documents may be provided to show the cost);

- d. describe the need for the water in the basin of origin and in the proposed receiving basin based on the period for which the water supply is requested, but not to exceed 50 years (the need can be identified in the most recently approved regional water plans. The state and regional water plans are available for download at this website: (<http://www.twdb.texas.gov/waterplanning/swp/index.asp>);
- e. address the factors identified in the applicable most recently approved regional water plans which address the following:
 - (i) the availability of feasible and practicable alternative supplies in the receiving basin to the water proposed for transfer;
 - (ii) the amount and purposes of use in the receiving basin for which water is needed;
 - (iii) proposed methods and efforts by the receiving basin to avoid waste and implement water conservation and drought contingency measures;
 - (iv) proposed methods and efforts by the receiving basin to put the water proposed for transfer to beneficial use;
 - (v) the projected economic impact that is reasonably expected to occur in each basin as a result of the transfer; and
 - (vi) the projected impacts of the proposed transfer that are reasonably expected to occur on existing water rights, instream uses, water quality, aquatic and riparian habitat, and bays and estuaries that must be assessed under Sections 11.147, 11.150, and 11.152 in each basin (*if applicable*). If the water sought to be transferred is currently authorized to be used under an existing permit, certified filing, or certificate of adjudication, such impacts shall only be considered in relation to that portion of the permit, certified filing, or certificate of adjudication proposed for transfer and shall be based on historical uses of the permit, certified filing, or certificate of adjudication for which amendment is sought;
- f. proposed mitigation or compensation, if any, to the basin of origin by the applicant; and
- g. the continued need to use the water for the purposes authorized under the existing Permit, Certified Filing, or Certificate of Adjudication, if an amendment to an existing water right is sought.

WORKSHEET 1.2

NOTICE. “THE MARSHALL CRITERIA”

This worksheet assists the Commission in determining notice required for certain **amendments** that do not already have a specific notice requirement in a rule for that type of amendment, and *that do not change the amount of water to be taken or the diversion rate*. The worksheet provides information that Applicant **is required** to submit for amendments such as certain amendments to special conditions or changes to off-channel storage. These criteria address whether the proposed amendment will impact other water right holders or the on- stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

*This worksheet is **not required** for Applications in the Rio Grande Basin requesting changes in the purpose of use, rate of diversion, point of diversion, and place of use for water rights held in and transferred within and between the mainstems of the Lower Rio Grande, Middle Rio Grande, and Amistad Reservoir. See 30 TAC § 303.42.*

*This worksheet is **not required** for amendments which are only changing or adding diversion points, or request only a bed and banks authorization or an IBT authorization. However, Applicants may wish to submit the Marshall Criteria to ensure that the administrative record includes information supporting each of these criteria*

1. The “Marshall Criteria” (Instructions, Page. 21)

Submit responses on a supplemental attachment titled “Marshall Criteria” in a manner that conforms to the paragraphs (a) – (g) below:

- a. Administrative Requirements and Fees. Confirm whether application meets the administrative requirements for an amendment to a water use permit pursuant to TWC Chapter 11 and Title 30 Texas Administrative Code (TAC) Chapters 281, 295, and 297. An amendment application should include, but is not limited to, a sworn application, maps, completed conservation plan, fees, etc.
- b. Beneficial Use. Discuss how proposed amendment is a beneficial use of the water as defined in TWC § 11.002 and listed in TWC § 11.023. Identify the specific proposed use of the water (e.g., road construction, hydrostatic testing, etc.) for which the amendment is requested.
- c. Public Welfare. Explain how proposed amendment is not detrimental to the public welfare. Consider any public welfare matters that might be relevant to a decision on the application. Examples could include concerns related to the well-being of humans and the environment.
- d. Groundwater Effects. Discuss effects of proposed amendment on groundwater or groundwater recharge.

- e. State Water Plan. Describe how proposed amendment addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement. The state and regional water plans are available for download at:
<http://www.twdb.texas.gov/waterplanning/swp/index.asp>.
- f. Waste Avoidance. Provide evidence that reasonable diligence will be used to avoid waste and achieve water conservation as defined in TWC § 11.002. Examples of evidence could include, but are not limited to, a water conservation plan or, if required, a drought contingency plan, meeting the requirements of 30 TAC Chapter 288.
- g. Impacts on Water Rights or On-stream Environment. Explain how the proposed amendment will not impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

WORKSHEET 2.0

IMPOUNDMENT/DAM INFORMATION

WORKSHEET 2.0

Impoundment/Dam Information

Worksheet Not Applicable

This worksheet is **required** for any impoundment, reservoir and/or dam. Submit an additional Worksheet 2.0 for each impoundment or reservoir requested in this application.

If there is more than one structure, the numbering/naming of structures should be consistent throughout the application and on any supplemental documents (e.g., maps).

1. Storage Information (Instructions, Page. 21)

- a. Official USGS name of reservoir, if applicable:_____
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level:_____.
- c. The impoundment is on-channel_____or off-channel_____(mark one)
 - i. Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? Y / N_____
 - ii. If on-channel, will the structure have the ability to pass all State Water inflows that Applicant does not have authorization to impound? Y / N_____
- d. Is the impoundment structure already constructed? Y / N_____
 - i. For already constructed **on-channel** structures:
 1. Date of Construction:_____
 2. Was it constructed to be an exempt structure under TWC § 11.142? Y / N_____
 - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? Y / N_____
 - b. If No, has the structure been issued a notice of violation by TCEQ? Y / N_____
 3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? Y / N_____
 - a. If yes, provide the Site No._____and watershed project name_____;
 - b. Authorization to close "ports" in the service spillway requested? Y / N_____
 - ii. For **any** proposed new structures or modifications to structures:
 1. Applicant **must** contact TCEQ Dam Safety Section at (512) 239-0326, *prior to submitting an Application*. Applicant has contacted the TCEQ Dam Safety Section regarding the submission requirements of 30 TAC, Ch. 299? Y / N_____
Provide the date and the name of the Staff Person_____
 2. As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:
 - a. No additional dam safety documents required with the Application. Y / N_____
 - b. Plans (with engineer's seal) for the structure required. Y / N_____
 - c. Engineer's signed and sealed hazard classification required. Y / N_____
 - d. Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. Y / N_____

3. Applicants **shall** give notice by certified mail to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir to be constructed, will be located. (30 TAC § 295.42). Applicant must submit a copy of all the notices and certified mailing cards with this Application. Notices and cards are included? Y / N_____

iii. Additional information required for **on-channel** storage:

1. Surface area (in acres) of on-channel reservoir at normal maximum operating level:_____.
 2. Based on the Application information provided, Staff will calculate the drainage area above the on-channel dam or reservoir. If Applicant wishes to also calculate the drainage area they may do so at their option.
Applicant has calculated the drainage area. Y/N_____
- If yes, the drainage area is_____sq. miles.
(If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).

2. Structure Location (Instructions, Page. 23)

- a. On Watercourse (if on-channel) (USGS name):_____
- b. Zip Code: _____
- c. In the_____Original Survey No._____, Abstract No._____,
_____County, Texas.

**** A copy of the deed(s) with the recording information from the county records must be submitted describing the tract(s) that include the structure and all lands to be inundated.***

*****If the Applicant is not currently the sole owner of the land on which the structure is or will be built and sole owner of all lands to be inundated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.***

- d. A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off-channel) is:

Latitude_____°N, Longitude_____°W.

****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***

- i. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program):_____
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. Y / N_____

WORKSHEET 3.0
DIVERSION POINT (OR DIVERSION REACH) INFORMATION
FOR DIVERSION POINT #1

WORKSHEET 3.0 Diversion Point #1

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet **is required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. 1 Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** _____ cfs (cubic feet per second)
or 2500 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N N
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* _____ cfs or _____ gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N _____

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
<input checked="" type="checkbox"/>	Directly from stream	existing
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is _____ sq. miles.

(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Buffalo Bayou
- b. Zip Code: 77015
- c. Location of point: In the Harris and Carpenter Original Survey No. , Abstract No. 28, Harris County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at: Latitude 29.749860 °N, Longitude -95.100703 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): GIS
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15. See Figures 1 & 2
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0
DISCHARGE INFORMATION FOR DIVERSION POINT #1

WORKSHEET 4.0 DISCHARGE INFORMATION

Diversion Point #1
Worksheet Not Applicable

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be _____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses _____ (% or amount) and explain the method of calculation: _____
- c. Is the source of the discharged water return flows? Y / N _____ If yes, provide the following information:
 1. The TPDES Permit Number(s). _____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N _____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater _____, surface water _____?
 5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? Y / N ____ If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: _____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers _____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
- di. Is the source of the water being discharged a surface water supply contract? Y / N ____
If yes, provide the signed contract(s).
- dii. Identify any other source of the water _____

WORKSHEET 4.1
DISCHARGE POINT INFORMATION FOR DIVERSION POINT #1

WORKSHEET 4.1 DISCHARGE POINT INFORMATION

Diversion Point #1
Worksheet Not Applicable

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).
Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____ °N, Longitude _____ °W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 3.0
DIVERSION POINT (OR DIVERSION REACH) INFORMATION
FOR DIVERSION POINT #2

WORKSHEET 3.0 Diversion Point #2

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet **is required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. 2 Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** cfs (cubic feet per second)
or 5000 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N N
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* cfs or gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
<input checked="" type="checkbox"/>	Directly from stream	existing
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is sq. miles.

(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Buffalo Bayou
- b. Zip Code: 77015
- c. Location of point: In the Harris and Carpenter Original Survey No. , Abstract No. 28, Harris County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at: Latitude 29.749700 °N, Longitude -95.103231 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): GIS
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15. See Figures 1 & 2
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0
DISCHARGE INFORMATION FOR DIVERSION POINT #2

WORKSHEET 4.0 DISCHARGE INFORMATION

Diversion Point #2
Worksheet Not Applicable

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be _____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses _____ (% or amount) and explain the method of calculation: _____
- c. Is the source of the discharged water return flows? Y / N _____ If yes, provide the following information:
 1. The TPDES Permit Number(s). _____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N _____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater _____, surface water _____?
 5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? Y / N ____ If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: _____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers _____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
- di. Is the source of the water being discharged a surface water supply contract? Y / N ____ If yes, provide the signed contract(s).
- dii. Identify any other source of the water _____

WORKSHEET 4.1
DISCHARGE POINT INFORMATION FOR DIVERSION POINT #2

WORKSHEET 4.1

DISCHARGE POINT INFORMATION

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).

Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____ °N, Longitude _____ °W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 3.0
DIVERSION POINT (OR DIVERSION REACH) INFORMATION
FOR DIVERSION POINT #3

WORKSHEET 3.0 Diversion Point #3

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet **is required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. 3 Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** cfs (cubic feet per second)
or 2500 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N N
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* cfs or gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
<input checked="" type="checkbox"/>	Directly from stream	existing
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is sq. miles.
(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Buffalo Bayou
- b. Zip Code: 77015
- c. Location of point: In the Harris and Carpenter Original Survey No. , Abstract No. 28, Harris County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at:
Latitude 29.747500 °N, Longitude -95.104662 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): GIS
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15. See Figures 1 & 2
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0
DISCHARGE INFORMATION FOR DIVERSION POINT #3

WORKSHEET 4.0 DISCHARGE INFORMATION

Diversion Point #3
Worksheet Not Applicable

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be _____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses _____ (% or amount) and explain the method of calculation: _____
- c. Is the source of the discharged water return flows? Y / N _____ If yes, provide the following information:
 1. The TPDES Permit Number(s). _____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N _____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater _____, surface water _____?
 5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? Y / N ____ If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: _____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers _____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
- di. Is the source of the water being discharged a surface water supply contract? Y / N ____ If yes, provide the signed contract(s).
- dii. Identify any other source of the water _____

WORKSHEET 4.1
DISCHARGE POINT INFORMATION FOR DIVERSION POINT #3

WORKSHEET 4.1

DISCHARGE POINT INFORMATION

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).

Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____ °N, Longitude _____ °W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 3.0
DIVERSION POINT (OR DIVERSION REACH) INFORMATION
FOR DIVERSION POINT #4

WORKSHEET 3.0 Diversion Point #4

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet **is required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. 4 Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** cfs (cubic feet per second)
or 2500 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N N
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* cfs or gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
<input checked="" type="checkbox"/>	Directly from stream	existing
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is sq. miles.
(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Buffalo Bayou
- b. Zip Code: 77015
- c. Location of point: In the Harris and Carpenter Original Survey No. , Abstract No. 28, Harris County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at: Latitude 29.747477 °N, Longitude -95.104611 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): GIS
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15. See Figures 1 & 2
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0
DISCHARGE INFORMATION FOR DIVERSION POINT #4

WORKSHEET 4.0 DISCHARGE INFORMATION

Diversion Point #4
Worksheet Not Applicable

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be _____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses _____ (% or amount) and explain the method of calculation: _____
- c. Is the source of the discharged water return flows? Y / N _____ If yes, provide the following information:
 1. The TPDES Permit Number(s). _____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N _____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
4. The percentage of return flows from groundwater _____, surface water _____?
5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? Y / N ____ If yes, provide the following information:
 1. Source aquifer(s) from which water will be pumped: _____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers _____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
- di. Is the source of the water being discharged a surface water supply contract? Y / N ____ If yes, provide the signed contract(s).
- dii. Identify any other source of the water _____

WORKSHEET 4.1
DISCHARGE POINT INFORMATION FOR DIVERSION POINT #4

WORKSHEET 4.1 DISCHARGE POINT INFORMATION

Diversion Point #4
Worksheet Not Applicable

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).

Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____ °N, Longitude _____ °W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 3.0
DIVERSION POINT (OR DIVERSION REACH) INFORMATION
FOR DIVERSION POINT #5

WORKSHEET 3.0 Diversion Point #5

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet **is required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. 5 Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** cfs (cubic feet per second)
or 70 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N N
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* cfs or gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed:

Check one		Write: Existing or Proposed
<input checked="" type="checkbox"/>	Directly from stream	existing
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is sq. miles.
(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Buffalo Bayou
- b. Zip Code: 77015
- c. Location of point: In the Harris and Carpenter Original Survey No. , Abstract No. 28, Harris County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at: Latitude 29.747489 °N, Longitude -95.104636 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): GIS
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15. See Figures 1 & 2
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0
DISCHARGE INFORMATION FOR DIVERSION POINT #5

WORKSHEET 4.0 DISCHARGE INFORMATION

Diversion Point #5
Worksheet Not Applicable

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be _____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses _____ (% or amount) and explain the method of calculation: _____
- c. Is the source of the discharged water return flows? Y / N _____ If yes, provide the following information:
 1. The TPDES Permit Number(s). _____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N _____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater _____, surface water _____?
 5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? Y / N ____ If yes, provide the following information:
 1. Source aquifer(s) from which water will be pumped: _____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers _____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
 - di. Is the source of the water being discharged a surface water supply contract? Y / N ____ If yes, provide the signed contract(s).
 - dii. Identify any other source of the water _____

WORKSHEET 4.1
DISCHARGE POINT INFORMATION FOR DIVERSION POINT #5

WORKSHEET 4.1 DISCHARGE POINT INFORMATION

Diversion Point #5
Worksheet Not Applicable

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).

Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____ °N, Longitude _____ °W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 3.0
DIVERSION POINT (OR DIVERSION REACH) INFORMATION
FOR DIVERSION POINT #6

WORKSHEET 3.0 Diversion Point #6

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet **is required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. 6 Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** cfs (cubic feet per second)
or 3000 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N N
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* cfs or gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed:

Check one		Write: Existing or Proposed
<input checked="" type="checkbox"/>	Directly from stream	existing
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is sq. miles.
(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Buffalo Bayou
- b. Zip Code: 77015
- c. Location of point: In the Harris and Carpenter Original Survey No. , Abstract No. 26, Harris County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at: Latitude 29.758918 °N, Longitude -95.119751 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): GIS
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15. See Figures 1 & 2
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0
DISCHARGE INFORMATION FOR DIVERSION POINT #6

WORKSHEET 4.0 DISCHARGE INFORMATION

Diversion Point #6
Worksheet Not Applicable

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be _____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses _____ (% or amount) and explain the method of calculation: _____
- c. Is the source of the discharged water return flows? Y / N _____ If yes, provide the following information:
 1. The TPDES Permit Number(s). _____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N _____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater _____, surface water _____?
 5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? Y / N ____ If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: _____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers _____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
- di. Is the source of the water being discharged a surface water supply contract? Y / N ____
If yes, provide the signed contract(s).
- dii. Identify any other source of the water _____

WORKSHEET 4.1
DISCHARGE POINT INFORMATION FOR DIVERSION POINT #6

WORKSHEET 4.1 DISCHARGE POINT INFORMATION

Diversion Point #6
Worksheet Not Applicable

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).

Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____ °N, Longitude _____ °W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 5.0

ENVIRONMENTAL INFORMATION

WORKSHEET 5.0

ENVIRONMENTAL INFORMATION

1. Impingement and Entrainment

This section is required for any new diversion point that is not already authorized. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on any new diversion structure that is not already authorized in a water right). **Instructions, Page 28.**

HFOTCO LLC will take reasonable measures at the six (6) diversion points to avoid any impingement and entrainment of aquatic organisms for these new diversions structures. Reasonable measures include, but are not limited to, screens. The 30" intake pipe is screened across the opening with 2" center to center E. W. weld.

Diversion Point #1 - Lat. 29.749860, Long. -95.100703, Diversion Point #2 - Lat. 29.749700, Long. -95.103231, Diversion Point #3 - Lat. 29.747500, Long. -95.104662, Diversion Point #4 - Lat. 29.747477, Long. -95.104611, Diversion Point #5 - Lat. 29.747489, Long. -95.104636, Diversion Point #6 - Lat. 29.758918, Long. -95.119751.

N/A

2. New Appropriations of Water (Canadian, Red, Sulphur, and Cypress Creek Basins only) and Changes in Diversion Point(s)

This section is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins and in all basins for requests to change a diversion point. **Instructions, Page 30.**

Description of the Water Body at each Diversion Point or Dam Location. (Provide an Environmental Information Sheet for each location),

a. Identify the appropriate description of the water body.

☐ Stream

☐ Reservoir

Average depth of the entire water body, in feet: _____

☐ Other, specify: _____

b. Flow characteristics

If a stream, was checked above, provide the following. For new diversion locations, check one of the following that best characterize the area downstream of the diversion (check one).

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

☐ Intermittent with Perennial Pools – enduring pools

☐ Perennial – normally flowing

Check the method used to characterize the area downstream of the new diversion location.

☐ USGS flow records

☐ Historical observation by adjacent landowners

☐ Personal observation

☐ Other, specify: _____

c. Waterbody aesthetics

Check one of the following that best describes the aesthetics of the stream segments affected by the application and the area surrounding those stream segments.

- ☐ Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional
- ☐ Natural Area: trees and/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

d. Waterbody Recreational Uses

Are there any known recreational uses of the stream segments affected by the application?

- ☐ Primary contact recreation (swimming or direct contact with water)
- ☐ Secondary contact recreation (fishing, canoeing, or limited contact with water)
- ☐ Non-contact recreation

e. Submit the following information in a Supplemental Attachment, labeled Addendum to Worksheet 5.0:

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the maps submitted with the application indicating the location of the photograph and the direction of the shot.
2. If the application includes a proposed reservoir, also include:
 - i. A brief description of the area that will be inundated by the reservoir.
 - ii. If a United States Army Corps of Engineers (USACE) 404 permit is required, provide the project number and USACE project manager.
 - iii. A description of how any impacts to wetland habitat, if any, will be mitigated if the reservoir is greater than 5,000 acre-feet.

N/A 3. Alternate Sources of Water and/or Bed and Banks Applications

This section is required for applications using an alternate source of water and bed and banks applications in any basins. **Instructions, page 31.**

a. For all bed and banks applications:

- i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.

b. For all alternate source applications:

- i. If the alternate source is treated return flows, provide the TPDES permit number _____
- ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:
Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L					
Chloride, mg/L					
Total Dissolved Solids, mg/L					
pH, standard units					
Temperature*, degrees Celsius					

* Temperature must be measured onsite at the time the groundwater sample is collected.

- iii. If groundwater will be used, provide the depth of the well _____ and the name of the aquifer from which water is withdrawn _____.

WORKSHEET 6.0

WATER CONSERVATION/DROUGHT CONTINGENCY PLANS

WORKSHEET 6.0

Water Conservation/Drought Contingency Plans

This form is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plans is required and to specify the requirements for plans.

Instructions, Page 31.

*The TCEQ has developed guidance and model plans to help applicants prepare plans. Applicants may use the model plan with pertinent information filled in. For assistance submitting a plan call the Resource Protection Team (Water Conservation staff) at 512-239-4600, or e-mail wras@tceq.texas.gov. The model plans can also be downloaded from the TCEQ webpage. **Please use the most up-to-date plan documents available on the webpage.***

1. Water Conservation Plans

a. The following applications must include a completed Water Conservation Plan (30 TAC § 295.9) for each use specified in 30 TAC, Chapter 288 (municipal, industrial or mining, agriculture – including irrigation, wholesale):

1. Request for a new appropriation or use of State Water. See Attachment C.
2. Request to amend water right to increase appropriation of State Water.
3. Request to amend water right to extend a term.
4. Request to amend water right to change a place of use.
**does not apply to a request to expand irrigation acreage to adjacent tracts.*
5. Request to amend water right to change the purpose of use.
**applicant need only address new uses.*
6. Request for bed and banks under TWC § 11.042(c), when the source water is State Water.
**including return flows, contract water, or other State Water.*

b. If Applicant is requesting any authorization in section (1)(a) above, indicate each use for which Applicant is submitting a Water Conservation Plan as an attachment:

1. ____Municipal Use. See 30 TAC § 288.2. **
2. X Industrial or Mining Use. See 30 TAC § 288.3.
3. ____Agricultural Use, including irrigation. See 30 TAC § 288.4.
4. ____Wholesale Water Suppliers. See 30 TAC § 288.5. **

****If Applicant is a water supplier, Applicant must also submit documentation of adoption of the plan. Documentation may include an ordinance, resolution, or tariff, etc. See 30 TAC §§ 288.2(a)(1)(J)(i) and 288.5(1)(H). Applicant has submitted such documentation with each water conservation plan? Y / N N/A**

c. Water conservation plans submitted with an application must also include data and information which: supports applicant's proposed use with consideration of the plan's water conservation goals; evaluates conservation as an alternative to the proposed

appropriation; and evaluates any other feasible alternative to new water development.
See 30 TAC § 288.7.

Applicant has included this information in each applicable plan? Y / N Y

N/A 2. Drought Contingency Plans

- a. A drought contingency plan is also required for the following entities if Applicant is requesting any of the authorizations in section (1) (a) above – indicate each that applies:
 1. Municipal Uses by public water suppliers. See 30 TAC § 288.20.
 2. Irrigation Use/ Irrigation water suppliers. See 30 TAC § 288.21.
 3. Wholesale Water Suppliers. See 30 TAC § 288.22.
- b. If Applicant must submit a plan under section 2(a) above, Applicant has also submitted documentation of adoption of drought contingency plan (*ordinance, resolution, or tariff, etc. See 30 TAC § 288.30*) Y / N

WORKSHEET 7.0
ACCOUNTING PLAN INFORMATION WORKSHEET

WORKSHEET 7.0

ACCOUNTING PLAN INFORMATION WORKSHEET

The following information provides guidance on when an Accounting Plan may be required for certain applications and if so, what information should be provided. An accounting plan can either be very simple such as keeping records of gage flows, discharges, and diversions; or, more complex depending on the requests in the application. Contact the Surface Water Availability Team at 512-239-4600 for information about accounting plan requirements, if any, for your application. **Instructions, Page 34.**

1. Is Accounting Plan Required

Accounting Plans are generally required:

- For applications that request authorization to divert large amounts of water from a single point where multiple diversion rates, priority dates, and water rights can also divert from that point;
- For applications for new major water supply reservoirs;
- For applications that amend a water right where an accounting plan is already required, if the amendment would require changes to the accounting plan;
- For applications with complex environmental flow requirements;
- For applications with an alternate source of water where the water is conveyed and diverted; and
- For reuse applications.

2. Accounting Plan Requirements

- a. A **text file** that includes:
 1. an introduction explaining the water rights and what they authorize;
 2. an explanation of the fields in the accounting plan spreadsheet including how they are calculated and the source of the data;
 3. for accounting plans that include multiple priority dates and authorizations, a section that discusses how water is accounted for by priority date and which water is subject to a priority call by whom; and
 4. Should provide a summary of all sources of water.
- b. A **spreadsheet** that includes:
 1. Basic daily data such as diversions, deliveries, compliance with any instream flow requirements, return flows discharged and diverted and reservoir content;
 2. Method for accounting for inflows if needed;
 3. Reporting of all water use from all authorizations, both existing and proposed;
 4. An accounting for all sources of water;
 5. An accounting of water by priority date;
 6. For bed and banks applications, the accounting plan must track the discharged water from the point of delivery to the final point of diversion;
 7. Accounting for conveyance losses;
 8. Evaporation losses if the water will be stored in or transported through a reservoir. Include changes in evaporation losses and a method for measuring reservoir content resulting from the discharge of additional water into the reservoir;
 9. An accounting for spills of other water added to the reservoir; and
 10. Calculation of the amount of drawdown resulting from diversion by junior rights or diversions of other water discharged into and then stored in the reservoir.

WORKSHEET 8.0 CALCULATION OF FEES

WORKSHEET 8.0 CALCULATION OF FEES

This worksheet is for calculating required application fees. Applications are not Administratively Complete until all required fees are received. **Instructions, Page. 34**

1. NEW APPROPRIATION

	Description	Amount (\$)
Filing Fee	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under Amount (\$) . <u>In Acre-Feet</u> a. Less than 100 \$100.00 b. 100 - 5,000 \$250.00 c. 5,001 - 10,000 \$500.00 d. 10,001 - 250,000 \$1,000.00 e. More than 250,000 \$2,000.00	\$250.00
Recording Fee		\$25.00
Agriculture Use Fee	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x _____ Number of acres that will be irrigated with State Water. **	
Use Fee	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x ²⁴³ _____ Maximum annual diversion of State Water in acre-feet. **	\$243.00
Recreational Storage Fee	<i>Only for those with Recreational Storage.</i> Multiply \$1.00 x _____ acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	
Storage Fee	<i>Only for those with Storage, excluding Recreational Storage.</i> Multiply 50¢ x _____ acre-feet of State Water to be stored at normal max operating level.	
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	\$133.74
TOTAL		\$ 651.74

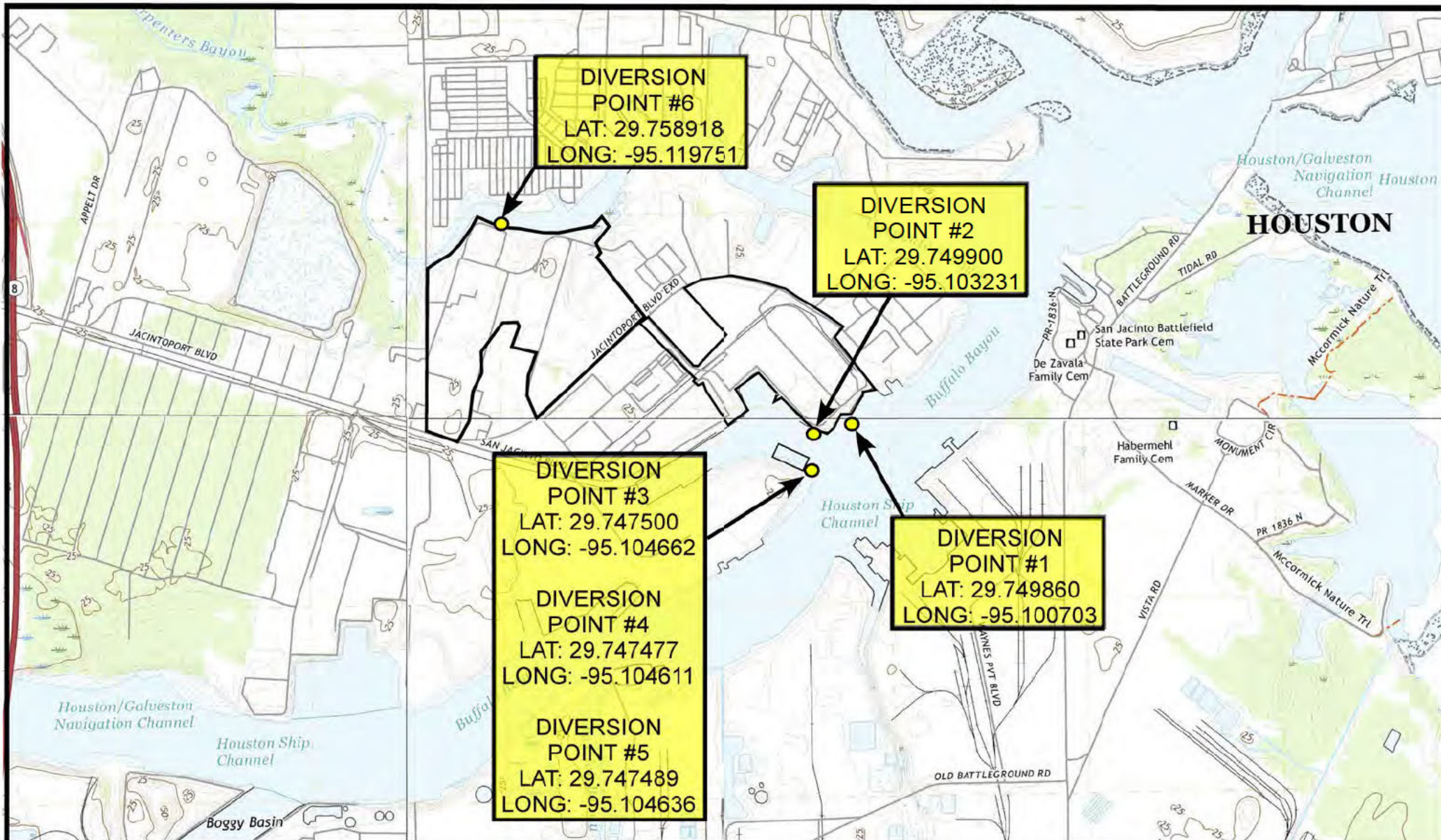
2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100	
	OR Sever and Combine: \$100 x _____ of water rights to combine	
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$

3. BED AND BANKS

	Description	Amount (\$)
Filing Fee		\$100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$

FIGURE 1
FACILITY LOCATION MAP
(TECHNICAL INFORMATION REPORT p.1, ITEM 1.A, p.3 ITEM 3.D, &
WORKSHEET 3.0)



SITE LOCATION MAP
HFOTCO LLC
Houston, Harris County, Texas

ONE (1) INCH = 2,000 FEET

DRAWN BY: **AAC/LLB/KKC**
DATE: **04/07/2008**
REV. DATE: **7/27/2023**

DRAWING ID: Y:\HFO\CHV_Figures\Drawings\BASE MAP & Related AutoCAD
Maps\Water Rights Permit Map\Figure 1 Topo.cvx

FIGURE

1



FIGURE 2
FACILITY LAYOUT MAP
(TECHNICAL INFORMATION REPORT p.1, ITEM 1.A, p.3 ITEM 3.D, &
WORKSHEET 3.0)

This drawing has been prepared by The WCM Group, Inc. for environmental planning purposes only. Specific details in this drawing have been gathered from various sources including the following drawings:

Stanley Engineering: DWG No. 538011-C1 Sept. 20, 2007

DWG No. ACOE-Permit-SK2-5 Feb. 22, 2008

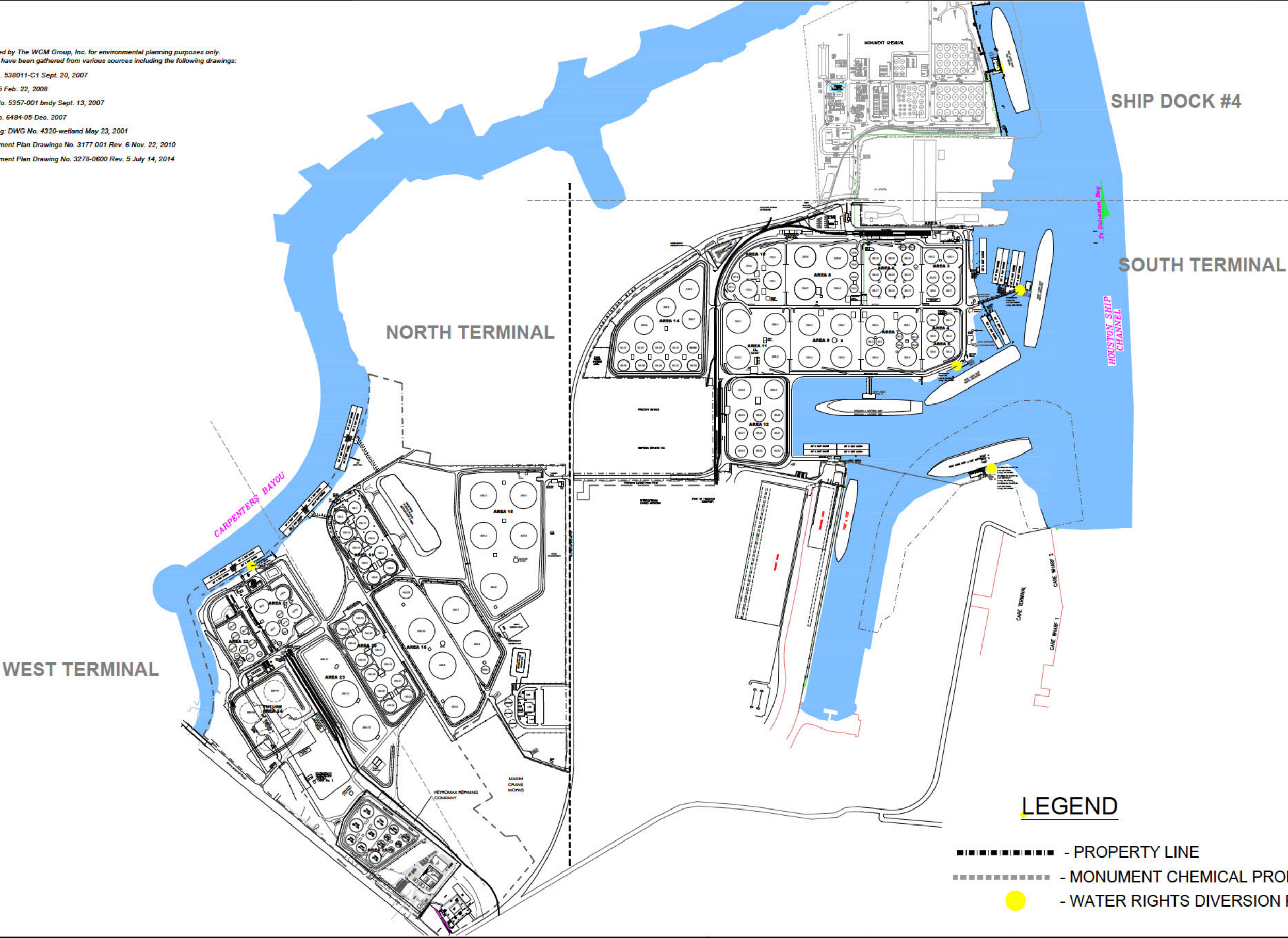
Earth Data Surveying: DWG No. 5357-001 bndy Sept. 13, 2007

Cotton Surveying Co: DWG No. 6484-05 Dec. 2007

Clark-Geogram Land Surveying: DWG No. 4320-wetland May 23, 2001

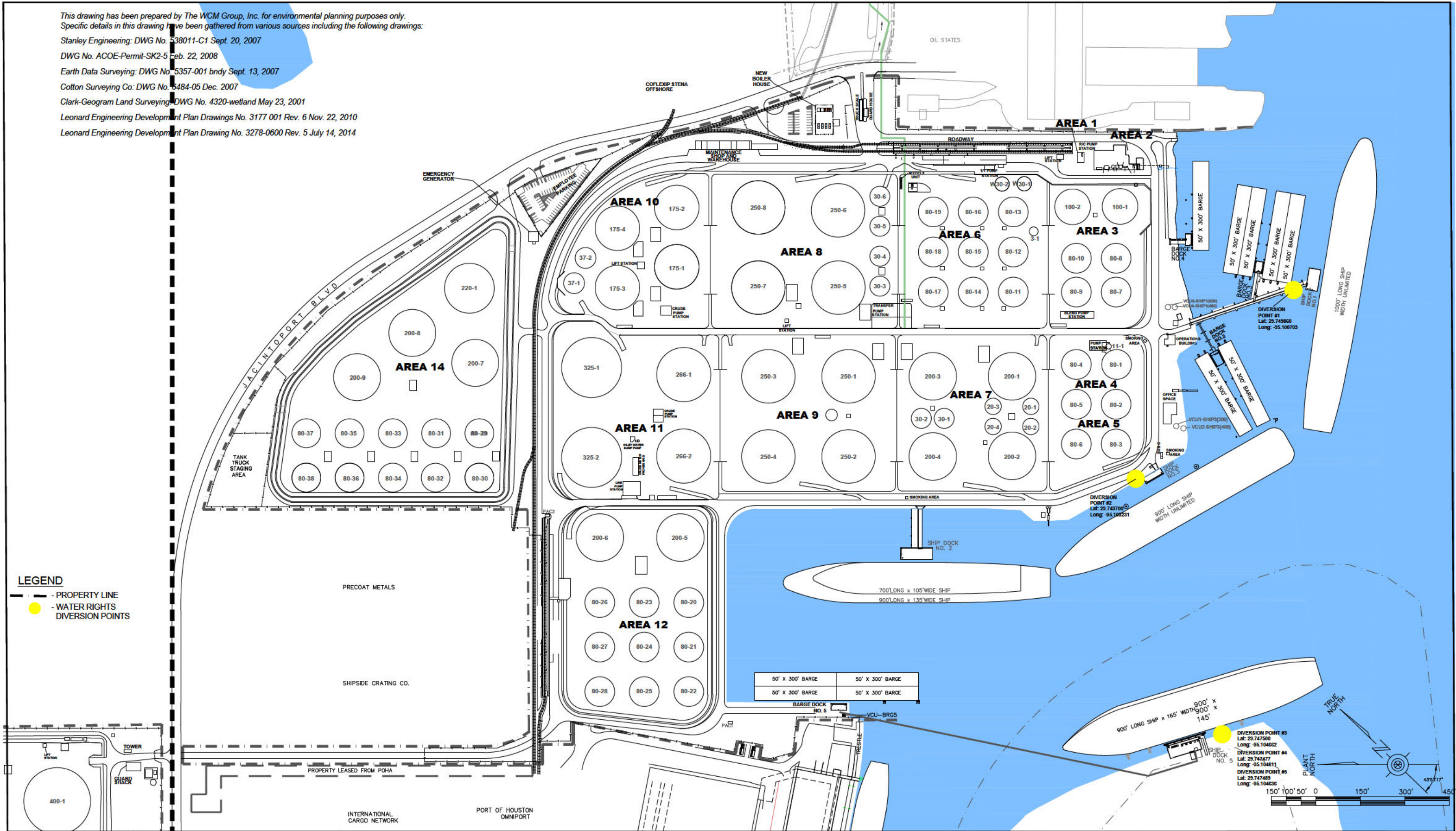
Leonard Engineering Development Plan Drawings No. 3177 001 Rev. 6 Nov. 22, 2010

Leonard Engineering Development Plan Drawing No. 3278-0600 Rev. 5 July 14, 2014



REVISIONS												DRAWN BY: KKC		DATE: 09/21/2023		HOUSTON FUEL OIL TERMINAL COMPANY HOUSTON, TEXAS		THE WCM GROUP, INC. <small>700 WEST 10TH AVENUE, HOUSTON, TEXAS 77007-2017 (281) 448-2020</small>		FIGURE	
NO.	DATE:	BY:	REMARKS:									REV. BY:	REV. DATE:	WATER RIGHTS SITE MAP						2	
NO.	DATE:	BY:	REMARKS:									CHECKED BY:	REV. DATE:								
NO.	DATE:	BY:	REMARKS:									APPROVED BY:	REV. DATE:								
NO.	DATE:	BY:	REMARKS:									ENGINEER:	DATE:								
												FILE NO.: HFOTO-Water Rights-September 2023.dwg	SCALE: NONE								

This drawing has been prepared by The WCM Group, Inc. for environmental planning purposes only. Specific details in this drawing have been gathered from various sources including the following drawings:
Stanley Engineering: DWG No. 538011-C1 Sept. 20, 2007
DWG No. ACOE-Permit-SK2-5 Feb. 22, 2008
Earth Data Surveying: DWG No. 5357-001 bndy Sept. 13, 2007
Cotton Surveying Co: DWG No. 5484-05 Dec. 2007
Clark-Geogram Land Surveying: DWG No. 4320-wetland May 23, 2001
Leonard Engineering Development Plan Drawings No. 3177 001 Rev. 6 Nov. 22, 2010
Leonard Engineering Development Plan Drawing No. 3278-0600 Rev. 5 July 14, 2014



LEGEND
- PROPERTY LINE
- WATER RIGHTS DIVERSION POINTS

REVISIONS			
NO.	DATE:	BY:	REMARKS:
NO.	DATE:	BY:	REMARKS:
NO.	DATE:	BY:	REMARKS:
NO.	DATE:	BY:	REMARKS:

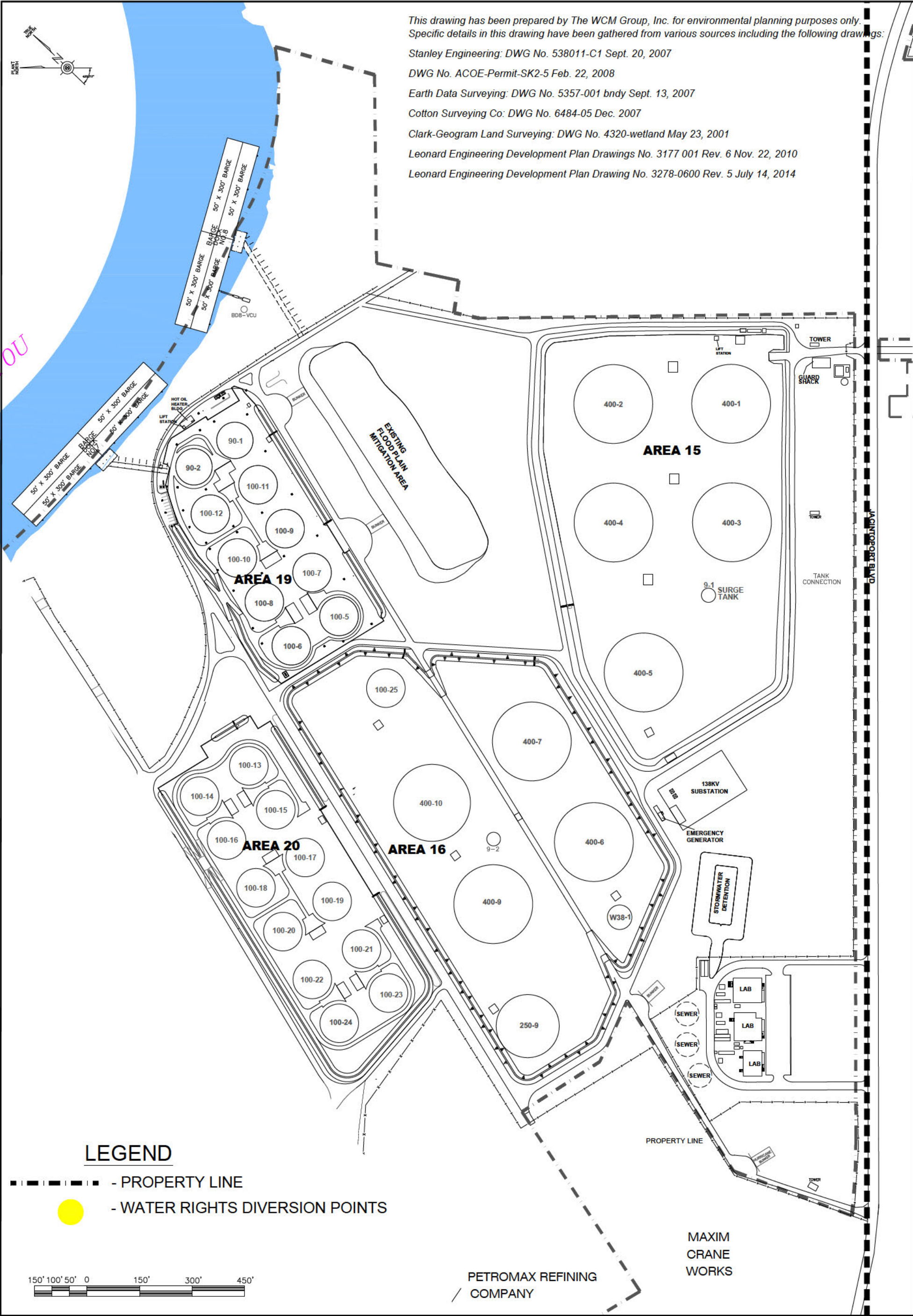
DRAWN BY: KKC	DATE: 09/21/2023
REV. BY:	REV. DATE:
CHECKED BY:	REV. DATE:
APPROVED BY:	REV. DATE:
ENGINEER:	DATE:
FILE NO.: HFOTCO.Water Rights.Sept 2023.dwg	SCALE: NONE

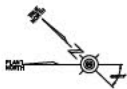


HOUSTON FUEL OIL TERMINAL COMPANY
HOUSTON, TEXAS

SOUTH TERMINAL
WATER RIGHTS SITE MAP

FIGURE
2A





CARPENTER

This drawing has been prepared by The WCM Group, Inc. for environmental planning purposes only. Specific details in this drawing have been gathered from various sources including the following drawings:

Stanley Engineering: DWG No. 538011-C1 Sept. 20, 2007

DWG No. ACOE-Permit-SK2-5 Feb. 22, 2008

Earth Data Surveying: DWG No. 5357-001 bndy Sept. 13, 2007

Cotton Surveying Co: DWG No. 6484-05 Dec. 2007

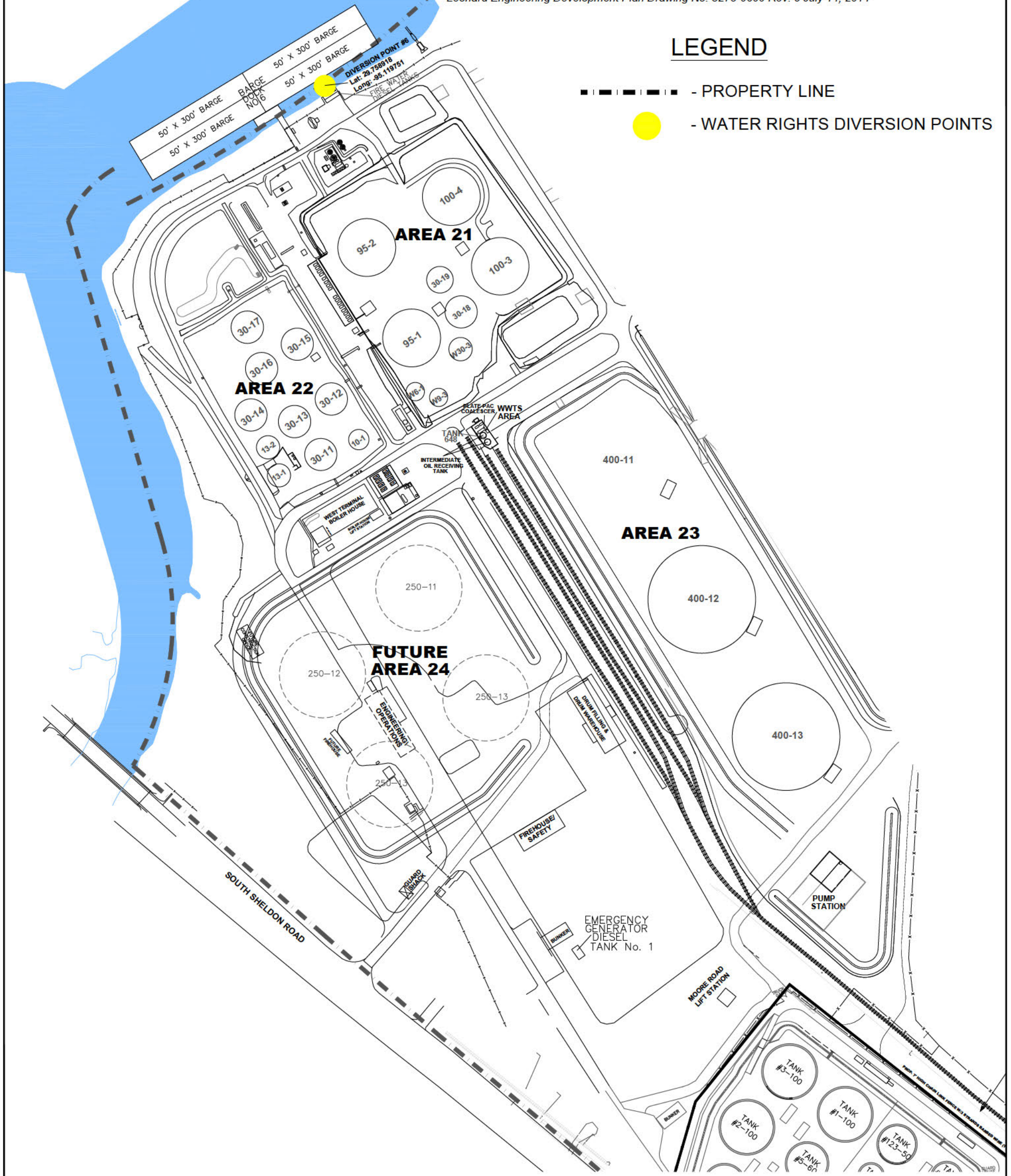
Clark-Geogram Land Surveying: DWG No. 4320-wetland May 23, 2001

Leonard Engineering Development Plan Drawings No. 3177 001 Rev. 6 Nov. 22, 2010

Leonard Engineering Development Plan Drawing No. 3278-0600 Rev. 5 July 14, 2014

LEGEND

- - - - - PROPERTY LINE
- - WATER RIGHTS DIVERSION POINTS



REVISIONS			
NO.	DATE: 09/21/2023	BY: KKC	REMARKS:
NO.	REV. DATE:	BY:	REMARKS:
NO.	REV. DATE:	BY:	REMARKS:
FILE NO.: HFOTCO.Water Rights.Sept 2023.dwg		SCALE: NONE	



ENVIRONMENTAL
PROFESSIONALS

THE WCM GROUP, INC.

P.O. BOX 3247 HUMBLE, TEXAS 77047-3247 (281) 466-7070

HOUSTON FUEL OIL TERMINAL COMPANY

HOUSTON, TEXAS

WEST TERMINAL
WATER RIGHTS SITE MAP

FIGURE
2C

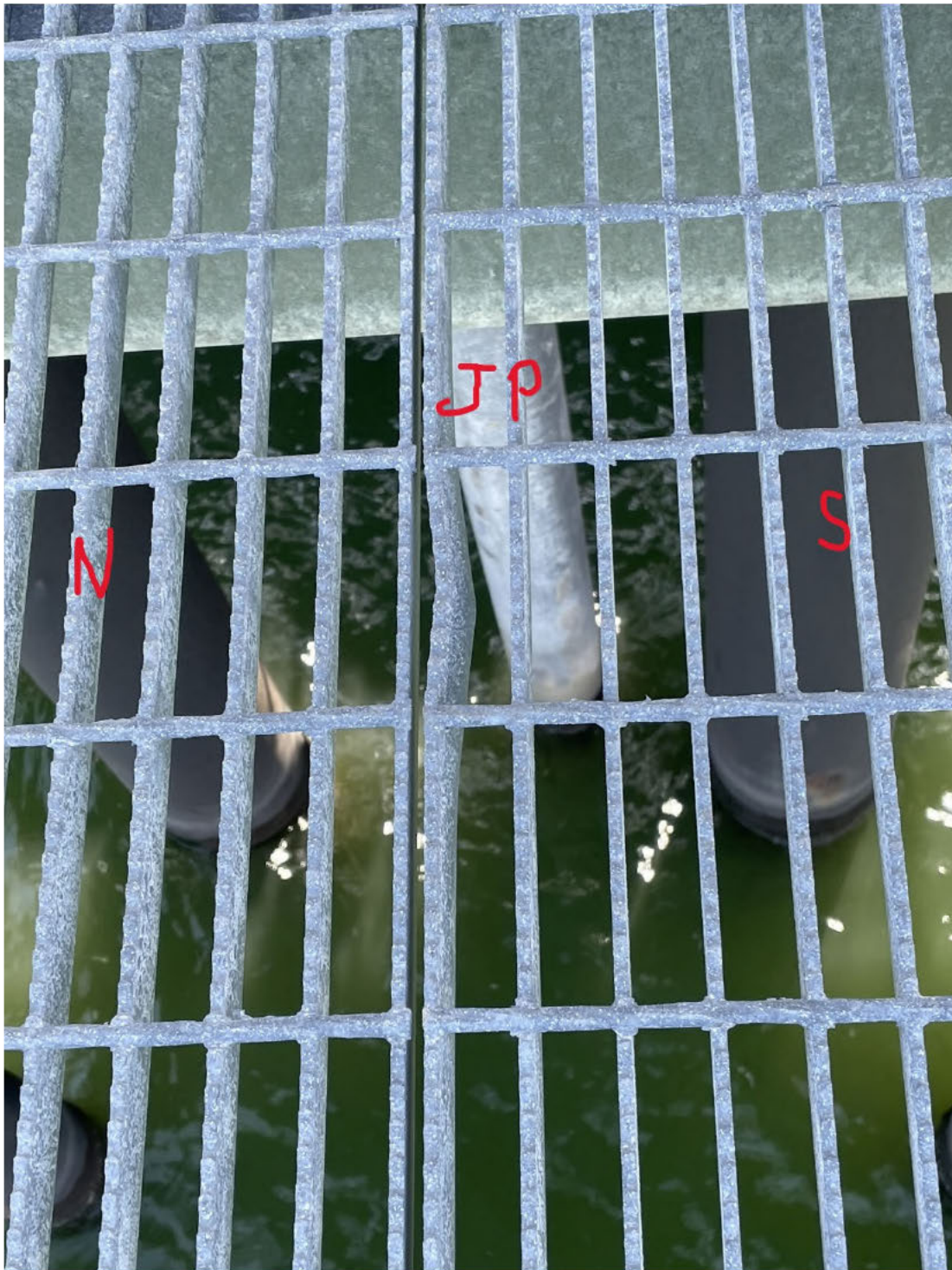
ATTACHMENT A
ORIGINAL PHOTOGRAPHS
(TECHNICAL INFORMATION REPORT P.1, ITEM 1.A)



DIVERSION POINT #1
INTAKE AT SHIP DOCK 1 - FIREWATER PUMP



DIVERSION POINT #2
INTAKE AT SHIP DOCK 3 - FIREWATER PUMP



DIVERSION POINT #3 - #5
INTAKE AT SHIP DOCK 5 - FIREWATER PUMP



DIVERSION POINT #6
INTAKE AT BARGE DOCK 6 - FIREWATER PUMP

ATTACHMENT B
PROPERTY OWNER DESCRIPTIONS, RECORDED DEEDS FOR
DIVERSION POINTS, AND COMPANY RECORDS
(TECHNICAL INFORMATION REPORT -
WORKSHEET 3.0, p. 14, ITEM 2.c)

HOUSTON FUEL OIL TERMINAL COMPANY (HFOTCO LLC) PROPERTY OWNERSHIP INFORMATION

Diversion Points 1 & 2

The land was originally owned by Jacintoport Terminal Company and sold to Houston Fuel Oil Terminal, Inc. (HFOTI) on February 16, 1978. HFOTI bought Tracks A-F, the land included in the sale totals 101.548 acres out of the Harris & Carpenter Survey, Abstract No. 28. On May 25, 1979, HFOTI sold the 101.548 acres to Houston Fuel Oil Terminal Company, a partnership between HFOTI and Apex Oil Company. Houston Fuel Oil Terminal Company is a General Partnership with two (2) owners, each with a 50% stake in ownership. Throughout the years, Houston Fuel Oil Terminal Company has had many changes in ownership.

The first change in ownership for Houston Fuel Oil Terminal Company was on October 28, 2003, when the Assumed Name Records request was submitted to the Harris County Chief Clerks (HCCC) office showing that the ownership was being split between HFOTI and Chartco Terminal, LP. Thus, Apex Oil was removed as part owner.

On December 31, 2003, the office of the Secretary of State of Texas (SOST) has an Article of Merger filing showing that HFOTI was being merged with the TMR Company. TMR Company is a part of Shell. Shell's Delaware Corporation is listed as Motiva Enterprises LLC. Filings with the HCCC shows that on February 17, 2004, a Withdrawal Notice of Assumed Name was filed for Houston Fuel Oil Terminal Company with the names of the owners listed as HFOTI and Chartco Terminal, LP. On the same day, an Assumed Name Records request was submitted and filed with the Ownership now between Motiva Enterprises LLC and ChartCo Terminal, LP.

On September 27, 2007, AL Gulf Coast Terminals, LLC purchased ChartCo Terminal LP's portion of the Houston Fuel Oil Terminal Company. AL Gulf Coast Terminals, LLC parent company is ArcLight Capital Partners.

On January 11, 2008, Houston Fuel Oil Terminal Company filed Certificate of Conversion and a Certificate of Filing to be converted to HFOTCO LLC.

On November 1, 2009, Al Gulf Coast Terminals, LLC (parent ArcLight Capital Partners) bought out Motiva Enterprises LLC portion of Houston Fuel Oil Terminal for complete ownership of HFOTCO LLC.

On October 31, 2011, Arclight Capital Partners completed the sale of HFOTCO LLC to Alinda Capital Partners. Alinda acquired 100% ownership of the company.

On July 17, 2017, Alinda Capital Partners sold HFOTCO LLC to SemGroup Corporation.

On December 5, 2019, Energy Transfer acquired SemGroup Corporation through a merger, with Energy Transfer being the owner of HFOTCO LLC.

Diversion Point 3 - 5

The land is owned by Port of Houston Authority and was leased to HFOTCO LLC for 30 years. The lease is for approximately 31.05 acres, comprised of 9.1 upland acres and 21.95 submerged acres. The lease is dated beginning October 1, 2013. A copy of the lease and map with coordinates has been included. In addition, a copy of the Harris County Appraisal District Account Information for the property, which is a part of two separate parcels owned by the Port of Houston Authority, indicates Legal Descriptions of the land are TR 1G for the northern portion and TRS 1D-1 & 1G-4, for the southern portion. All are from Abstract 28 of the Harris and Carpenter Survey.

Diversion Point 6

The land was acquired on December 18, 2007 from Johann Haltermann Ltd. by Houston Fuel Oil Terminal Company (HFOTCO LLC). The land included in the sale totals 50.12 acres out of the Harris & Carpenter Survey, Abstract No. 28. The Metes and Bound Description is included with the attached deed. The property is included in the HCAD Property Information for the North Terminal.

**DIVERSION POINT #1 AND #2
PROPERTY DEED
DATED MAY 25, 1979**

JUL-25 1977 319

172238 CST BPA 11.00

SPECIAL WARRANTY DEED

134-89-0780

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

PART I.

HOUSTON FUEL OIL TERMINAL, INC., a Texas corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations to it in hand paid by HOUSTON FUEL OIL TERMINAL COMPANY, a Texas partnership, having as its sole general partners Houston Fuel Oil Terminal, Inc., a Texas corporation and Apex Oil Company, a Missouri corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, subject to the exceptions, reservations, and other matters herein set forth, unto the said GRANTEE, the following:

(1) Those certain premises ("Said Property") containing 101.548 acres, more or less, out of the Harris & Carpenter Survey, Abstract No. 28, Harris County, Texas, said premises being out of a tract (the "Jacintoport Tract") described in that certain Deed Without Warranty dated February 11, 1977, executed by the United States of America in favor of Grantor, recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code No. 159-09-0294 ("Said Deed"), and being more particularly described in Annex I attached hereto and made a part hereof for all purposes.

(2) All improvements and fixtures, if any, situated on Said Property.

(3) A private, perpetual non-exclusive easement and right-of-way (the "Slip Easement") to use those certain premises more particularly described in Annex II attached hereto and made a part hereof for all purposes, which said premises and the premises described in PART II(1) hereof and Annex IV hereto constitute a portion of "Said Slip" (as such term is hereinafter defined), subject to the covenants and restrictions hereinafter referred to in PART III(5) of this conveyance, for purposes of ingress and egress for ships, boats and other vessels to and from Said Property from the Houston Ship Channel (Buffalo Bayou) said use to be exercised jointly with Jacintoport Corporation, a Texas corporation, predecessor in title to Grantor, its successors and assigns and, if Jacintoport Corporation shall so elect, the general public.

(4) The nonexclusive right (the "Crossing Right") to construct, use and maintain, across, over or under that portion of the Missouri Pacific Railroad fee strip located within Said Property containing 2.598 acres, more or less, and being more particularly described in Annex III attached hereto, roads and electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, lines for other materials, and other facilities in keeping with customary railroad standards and in conformance with the terms and conditions set

forth in that certain Deed (the "Mo-Pac Deed") from the United States of America to Missouri Pacific Railroad Company (the "Railroad") dated December 20, 1960 and recorded in Volume 4245 at page 527 of the Deed Records of Harris County, Texas, said right to be exercised jointly with Jacintoport Corporation, its successors and assigns, and, if Jacintoport Corporation shall so elect, the general public.

PART II.

Jacintoport Corporation excepted and reserved unto itself, its successors and assigns, in its deed to Houston Fuel Oil Terminal, Inc. and there is not hereby granted, conveyed or assigned any of the following:

(1) Subject to the covenants and restrictions referred to in PART III(5) hereof, a private, perpetual, nonexclusive easement and right-of-way for purposes of moving ships, boats and other vessels in, to and over that portion of Said Property described in Annex IV attached hereto and made a part hereof for all purposes.

(2) Private, perpetual, nonexclusive easements and rights-of-way to lay, construct, maintain, repair, replace, remove and use railroad tracks upon, and the right and option to turn out and spring from such tracts, other railroad sidetracks and lead tracks over and across (i) those portions of Said Property included within the premises subject to those railroad easements and rights-of-way created pursuant to instruments recorded in Volume 6181, page 358 and Volume 8287, page 599 of the Deed Records of Harris County, Texas, and (ii) those certain premises out of Said Property containing 0.558 acres, more or less, and being more particularly described in Annex V attached hereto and made a part hereof for all purposes, all of which said premises are hereinafter collectively called the "Railroad Premises".

PART III.

This conveyance is made and accepted subject to the following:

(1) The conveyance by the United States of America of all right, title and interest of the United States of America in and to all minerals and mineral rights, including gas and oil in, and under Said Property and those premises subject to the Ship Easement and to the Crossing Right, as conveyed in that certain Deed Without Warranty dated October 13, 1970, from the United States of America to William E. Brock, recorded in Volume 8214, Page 438 of the Deed Records of Harris County, Texas, which deed provides that in connection with the development and production of the minerals so conveyed, including drilling therefor, the grantee therein, his heirs in title and assigns, lessees or otherwise, shall utilize only the surface locations designated in such deed as "DRILL SITES" which are located on Parcel Nos. B-15, B-16, B-29, B-43, B-44, B-47, B-53, B-57, and B-58 as referred to therein, none of which Drill Sites is located on Said Property or within the Slip Easement.

(2) Those rights and interests excepted and reserved by Jacintoport Corporation in PARTS I, II and IV hereof.

134-89-0761

(3) The terms, provisions and conditions of and the rights of the Railroad under the Mo-Pac Deed insofar as same cover and relate to the Crossing Right.

(4) The terms, provisions and conditions of that certain Ship Channel Area Industrial District Contract dated effective as of October 1, 1977, by and between Jacintoport Corporation and the City of Houston, Texas, insofar and only insofar as same covers and relates to Said Property.

(5) The covenants and restrictions applicable to and enforceable against "Said Slip", as that term is defined and described in that certain Deed dated April 1, 1966, from Jacintoport, Inc. (predecessor in title to Jacintoport Corporation), to Bethlehem Steel Corporation, recorded in Volume 6302, page 405 of the Deed Records of Harris County, Texas (the "Bethlehem Deed"), all as set forth in such Deed, to which reference is here made for a more particular description of Said Slip, the lands and properties covered thereby and the covenants and restrictions applicable thereto. It is further understood and agreed that such covenants and restrictions shall be applicable to Said Slip in its entirety, those portions of Said Property which border upon Said Slip, and those portions of the property of Jacintoport Corporation which border upon Said Slip, as covenants running with the land appurtenant thereto.

(6) Easement for boat slip purposes granted to Dresser Industries by instrument recorded in Volume 7515, page 591 of the Deed Records of Harris County, Texas.

(7) The rights of third parties and of Jacintoport Corporation, its successors and assigns, in and to and all covenants, conditions and restrictions relating to the Railroad Premises.

PART IV.

Jacintoport Corporation reserved and excepted unto itself, its successors and assigns in its deed to Houston Fuel Oil Terminal, Inc., and there is not conveyed or assigned hereby all road right-of-way use rights and all utility easements and right-of-way use rights outside of Said Property, the Slip Easement and the Crossing Right as granted to Jacintoport Corporation in Said Deed -- all to the end that except for Said Property, the Slip Easement and the Crossing Right, Grantee shall not have any rights-of-way, easements, or other rights or interests in or to any of the land or property conveyed by Said Deed, or in or to any of the property conveyed by the United States of America to Smith-Douglas Company, Incorporated by deed dated February 5, 1962, recorded in Volume 5402 at Page 98 of the Deed Records of Harris County, Texas; or by the United States of America to Missouri Pacific Railroad Company by deed dated December 20, 1960, recorded in Volume 4245 at Page 527 of the Deed Records of Harris County, Texas; or in or to the Tract of land subject to that certain Contract for Purchase effective as of November 17, 1964, by and between the United States of America and Millray, Inc., recorded in Volume 5735 at Page 593 of the Deed Records of Harris County, Texas, or in or to the tracts of land subject to or released by that certain Indenture between the United States of America, Missouri Pacific Railroad Company, Millray, Inc. and Jacintoport Corporation dated January 18, 1966, and recorded in Volume 6283 at Page 117 of the Deed Records of Harris County, Texas.

134-83-0782

PART V.

TO HAVE AND TO HOLD Said Property, the Slip Easement and the Crossing Right together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns; forever; and Grantor, for itself, its successors and assigns, agrees to warrant and forever defend, all and singular, subject to the matters herein set forth, the title to Said Property unto 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.

134-88-0783

EXECUTED as of this the 25 day of May, 1979.

HOUSTON FUEL OIL TERMINAL, INC. 1082

ATTEST:

By: Wayne D. Smithers
Wayne D. Smithers, Vice President

J. M. Lock
Secretary

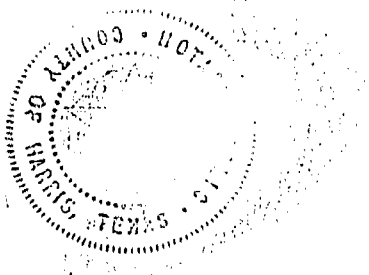
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WAYNE D. SMITHERS, Vice President of HOUSTON FUEL OIL TERMINAL, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 25 day of May, 1979.

Donna G. Shotwell
Notary Public in and for
Harris County, Texas

My Commission Expires: 9-29-79



134-89-0784

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
Hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

JUL 25 1979

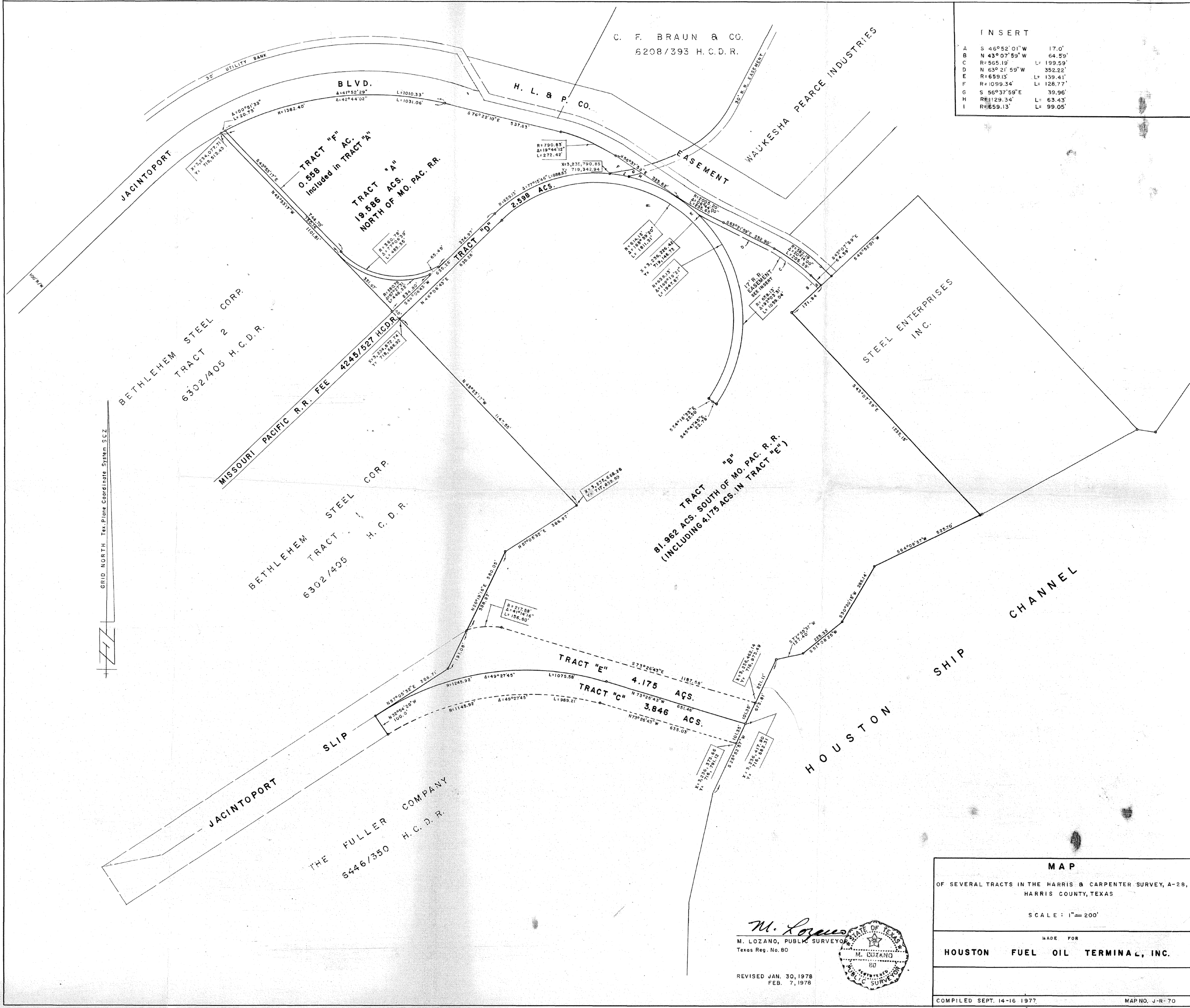


Quita Lockman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED

JUL 25 3 43 PM 1979

Quita Lockman
COUNTY CLERK
HARRIS COUNTY, TEXAS



C. F. BRAUN & CO.
6208/393 H.C.D.R.

INSERT

A	S 46°52'01"W	17.0'
B	N 43°07'59"W	64.59'
C	R=555.19	L=199.59'
D	N 63°21'59"W	352.22'
E	R=659.13	L=139.41'
F	R=1099.34	L=128.77'
G	S 56°37'59"E	39.96'
H	R=1129.34	L=63.43'
I	R=659.13	L=99.05'

GRID NORTH Tex. Plane Coordinate System SCZ

MAP

OF SEVERAL TRACTS IN THE HARRIS & CARPENTER SURVEY, A-2B,
HARRIS COUNTY, TEXAS

SCALE: 1"=200'

MADE FOR

HOUSTON FUEL OIL TERMINAL, INC.

COMPILED SEPT. 14-16 1977

MAP NO. J-R-70

M. Lozano

M. LOZANO, PUBLIC SURVEYOR
Texas Reg. No. 80

REVISED JAN. 30, 1978
FEB. 7, 1978

STATE OF TEXAS
M. LOZANO
PUBLIC SURVEYOR

HARRIS COUNTY CLERK RECORD OF ASSUMED NAME
CERTIFICATION OF OWNERSHIP FOR
INCORPORATED BUSINESS OR PROFESSION
HOUSTON FUEL OIL TERMINAL COMPANY
DATED MARCH 28, 1978

405234

204-90-0472

ASSUMED NAME RECORDS
CERTIFICATE OF OWNERSHIP FOR UNINCORPORATED BUSINESS OR PROFESSION

NOTICE: "CERTIFICATES OF OWNERSHIP" ARE VALID ONLY FOR A PERIOD NOT TO EXCEED 10 YEARS FROM THE DATE FILED
IN THE COUNTY CLERK'S OFFICE. (Chapter 36, Sect. 1, Title 4 — Business and Commerce Code)

(This certificate properly executed is to be filed immediately with the County Clerk)

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED

Houston Fuel Oil Terminal Company

(print or type)

ADDRESS: 7500 San Felipe

CITY: Houston STATE: Texas ZIP CODE: 77063

PERIOD (not to exceed 10 years) DURING WHICH ASSUMED NAME WILL BE USED: Ten Years (10)

BUSINESS IS TO BE CONDUCTED AS (Check Which One): ☐ Proprietorship ☐ Sole Practitioner ☒ Joint Venture
☐ General Partnership ☐ Limited Partnership ☐ Real Estate Investment Trust
☐ Joint Stock Company ☐ Other (name type)

CERTIFICATE OF OWNERSHIP

☒ We, the undersigned, are the owner S of the above business and ~~my~~ our name S and address es given
~~is~~ are true and correct, and there ~~is~~ are no ownership(s) in said business other than those listed herein below.

- NAMES OF OWNERS -

NAME Apex Oil Company SIGNATURE By: S. R. Goldstein
(print or type) Chief Executive Officer
Address 11 South Meramec, St. Louis, Missouri Zip Code 63105

NAME Houston Fuel Oil Terminal, Inc. SIGNATURE By: W. D. Smithers
(print or type) Vice President
Address 7500 San Felipe, Houston, Texas Zip Code 77063

NAME _____ SIGNATURE _____
(print or type) **FILED**
Address _____ **MAR 30 3 44 PM 1979** Zip Code _____

NAME _____ SIGNATURE _____
(print or type) Anita Rodeheaver
Address _____ **COUNTY CLERK** Zip Code _____
HARRIS COUNTY, TEXAS

NAME _____ SIGNATURE _____
(print or type)
Address _____ Zip Code _____

THE STATE OF TEXAS)
(
COUNTY OF HARRIS)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____

S. R. GOLDSTEIN & W. D. SMITHERS

known to me to be the person S whose name S ~~is~~ are subscribed to the foregoing instrument and acknowledged to
me that the y are the owner(s) of the above-named business and that the y signed the same for the purpose and
consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 28, 19 79.

(SEAL)

RETURN TO:
ARTHUR NATHAN
FOREMAN, DYESS, ET AL
2900 ENTEX
Form No. CC-B-03-13-01 (R-8/4/77)
HOUSTON, TX. 77002

Charles A. Evans
Notary Public in and for Harris County, Texas
My Commission Expires: 10-17-80

HARRIS COUNTY CLERK RECORD OF ASSUMED NAME
CERTIFICATION OF OWNERSHIP FOR
INCORPORATED BUSINESS OR PROFESSION
HOUSTON FUEL OIL TERMINAL COMPANY
DATED OCTOBER 28, 2003

233-90 0202

OFFICE OF ROBERT Y. KAUFMAN, COUNTY CLERK, HARRIS COUNTY, TEXAS
JULY 2002 - 20031011675
\$10.5010/28/03 400080031
Assumed NameASSUMED NAME RECORDS
CERTIFICATE OF OWNERSHIP FOR
UNINCORPORATED BUSINESS OR PROFESSION

OCT 28 AM 9:10

NOTICE
A CERTIFICATE OF OWNERSHIP IS VALID ONLY FOR A PERIOD NOT
EXCEEDING 10 YEARS FROM THE DATE FILED IN THE COUNTY CLERK'S OFFICE.
(Chapter 11 of the Texas Business and Commerce Code)

[A beginning character other than a letter or a number, or the last portion of a name that exceeds 57 characters, will not be reflected in the indices. Please print legibly.]

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED: HOUSTON FUEL OIL TERMINAL COMPANYBUSINESS ADDRESS 16642 Jacintoport Blvd.CITY Houston STATE Texas ZIP 77015PERIOD (not to exceed 10 years) DURING WHICH ASSUMED NAME WILL BE USED 10 yearsBUSINESS IS TO BE CONDUCTED AS (Check One): ☐ Proprietorship ☐ Sole Practitioner ☐ Other
☒ General Partnership ☐ Joint Venture ☐ Joint Stock Company ☐ Real Estate Investment Trust

I, We, the undersigned, declare the owner(s) of the above business and my/our name(s) and address(es) given to be true and correct, and there is/are no ownership in said business other than those listed below.

NAMES OF OWNERS

NAME Houston Fuel Oil Terminal, Inc. SIGNATURE [Signature]Residence Address P.O. Box 2463City Houston State Texas ZIP 77252-2463NAME Chartco Terminal, LP SIGNATURE [Signature]Residence Address 5851 San Felipe, Suite 900City Houston State Texas ZIP 77057

NAME _____ SIGNATURE _____

Residence Address _____

City _____ State _____ ZIP _____

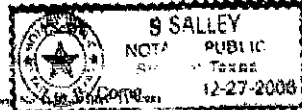
If this instrument is executed by an attorney-in-fact, the attorney-in-fact hereby states that s/he/they has/have been duly authorized in writing by his/her principal to execute and acknowledge the same.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____

D.D. Jaspersen of Houston Fuel Oil Terminal, Inc.

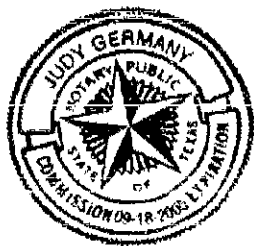
Known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that s/he/they declare the owner(s) of the above named business and that s/he/they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on October 22, 2003[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Edward Gaylord, President of Chartco Terminal, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Chartco Terminal, LP is the owner of the above named business and that he signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on October 27, 2003.



Judy Germany
Notary Public in and for the State of Texas

HARRIS COUNTY CLERK RECORD OF
WITHDRAWAL NOTICE OF ASSUMED NAME
HOUSTON FUEL OIL TERMINAL COMPANY
DATED FEBRUARY 17, 2004

OFFICE OF DEVERLY B. KAUFMAN, COUNTY CLERK, HARRIS COUNTY, TEXAS
P.O. BOX 1227 HOUSTON, TEXAS 77251-1227ASSUMED NAME RECORDS
CERTIFICATE OF OWNERSHIP FOR
UNINCORPORATED BUSINESS OR PROFESSION

FILED

02/17/04 400105022 1015592
Assumed Name 610.50

2004 FEB 17 AM 10:38

NOTICE
A "CERTIFIED TRUE AND CORRECT" INSTRUMENT IS VALIDATED FOR A PERIOD OF
THIRTY (30) DAYS FROM THE DATE OF FILING IN THE COUNTY CLERK'S OFFICE
(Subject to the Texas Statutes and Commission Rules)Deverly B. Kaufman
COUNTY CLERK

[A beginning character other than a letter or a number, or the first portion of a state name, exceeds 57 characters, will not be reflected in the indices. Please print legibly.]

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED: _____

Houston Fuel Oil Terminal Company

BUSINESS ADDRESS 16642 Jacintoport Blvd.

CITY Houston STATE Texas ZIP 77015

PERIOD (not to exceed 10 years) DURING WHICH ASSUMED NAME WILL BE USED: 10 years

BUSINESS IS TO BE CONDUCTED AS (Check One) ☐ Proprietorship ☐ Sole Practitioner ☐ Other
☒ General Partnership ☐ Joint Venture ☐ Joint Stock Company ☐ Real Estate Investment Trust

I/We, the undersigned, certify that owner(s) of the above business and anyone named and address(es) given herein file and correct, and there is no ownership(s) in said business other than those listed below.

- NAMES OF OWNERS -

NAME Motiva Enterprises, LLC SIGNATURE [Signature]

Residence Address 910 Louisiana, 2558 One Shell Plaza

City Houston State Texas ZIP 77002

NAME Houston Terminal, LP SIGNATURE [Signature]

Residence Address 5851 San Felipe, Suite 900

City Houston State Texas ZIP 77057

NAME _____ SIGNATURE _____

Residence Address _____

City _____ State _____ Zip _____

If this instrument is executed by an attorney-in-fact, the attorney-in-fact hereby states that s/he/they has/have been duly authorized in writing by his/her principal to execute and acknowledge the same.

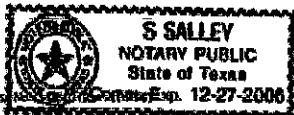
THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____

D. D. Jasperson of Motiva Enterprises, LLC

known to me to be the person(s) whose name(s) were subscribed to the foregoing instrument and acknowledged to me that s/he/they were the owner(s) of the above named business and that s/he/they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on February 10, 2004

[Signature]
Deputy County Clerk / Notary Public in and for the State of Texas\$10.50
A.P.

2

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Edward Gaylord, President of Chartco Terminal, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Chartco Terminal, LP is the owner of the above named business and that he signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on February 13, 2004.

Judy Germany
Notary Public in and for the State of Texas



RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

8-453508_1.DOC

HARRIS COUNTY CLERK RECORD OF ASSUMED NAME
CERTIFICATION OF OWNERSHIP FOR
INCORPORATED BUSINESS OR PROFESSION
HOUSTON FUEL OIL TERMINAL COMPANY
DATED FEBRUARY 17, 2004

234-89-0560

OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS
P.O. BOX 1578 - HOUSTON, TEXAS 77250-1578

WITHDRAWAL NOTICE OF ASSUMED NAME

FILED

02/17/04 400105021
Assumed Name1015591
\$7.50

2004 FEB 17 AM 10:38

NOTICE
THIS CERTIFICATE OF WITHDRAWAL WHEN PROPERLY
EXHIBITED IS TO BE FILED IMMEDIATELY WITH THE COUNTY CLERK*Barry J. Jasperson*
COUNTY CLERKNAME OF BUSINESS BEING ABANDONED Houston Fuel Oil Terminal CompanyBUSINESS ADDRESS 16642 Jacintoport Blvd.CITY Houston STATE Texas ZIP 77015Give date original assumed name was filed in this office October 28, 2003

Name other filing offices, if any, where you filed the same assumed name _____

Each of the undersigned has this day withdrawn from or disposed of his/her interest in the above mentioned business and is no longer connected with the same, and will not be responsible for debts contracted by said business after the filing of this Withdrawal Notice as prescribed by law.

NAMES OF OWNERS

NAME Houston Fuel Oil Terminal Company, Inc. SIGNATURE *[Signature]*
Residence Address 910 Louisiana, 2558 One Shell PlazaCity Houston State Texas Zip 77002NAME Chariton Terminal, LP SIGNATURE *[Signature]*
Residence Address 5851 San Felipe, Suite 900City Houston State Texas Zip 77057NAME _____ SIGNATURE _____
Residence Address _____

City _____ State _____ Zip _____

NAME _____ SIGNATURE _____
Residence Address _____

City _____ State _____ Zip _____

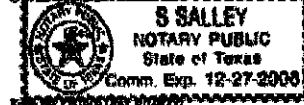
If this instrument is executed by an attorney-in-fact, the attorney-in-fact hereby states that s/he/they has/has been duly authorized in writing by his/her principal to execute and acknowledge the same.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____

D. D. Jasperson of Houston Fuel Oil Terminal Company, Inc.

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that s/he/they is/are the owner(s) of the above named business and that s/he/they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND NOTARIAL OFFICE, on February 10, 2004*[Signature]*
Notary Public in and for the State of Texas

1011675

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Edward Gaylord, President of Chartco Terminal, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Chartco Terminal, LP is the owner of the above named business and that he signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on February 13, 2004.



Judy Germany
Notary Public in and for the State of Texas

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

STATE OF TEXAS OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF CONVERSION FOR HOUSTON FUEL OIL TERMINAL
COMPANY CONVERTING TO HFOTCO LLC
DATED JANUARY 11, 2008

JAN 11 2008

**ARTICLES OF CONVERSION
OF
HOUSTON FUEL OIL TERMINAL COMPANY** **Corporations Section**

The undersigned certifies that the following Articles of Conversion ("**Articles**") were adopted for the purpose of effecting a conversion in accordance with the provisions of the Texas Revised Partnership Act and the Texas Business Organizations Code (the "**Statutes**").

1. **Names of Converting Entity and Converted Entity.** A plan of conversion was approved and adopted in accordance with the provisions of the Statutes providing for the conversion of Houston Fuel Oil Terminal Company, a Texas general partnership organized under the Texas Revised Partnership Act (the "**Converting Entity**"), into HFOTCO LLC, a Texas limited liability company organized under the Texas Business Organizations Code (the "**Converted Entity**").

2. **Plan of Conversion Location.** An executed plan of conversion is on file at the principal place of business of the Converting Entity at 16642 Jacintoport Boulevard, Houston, Texas 77015 and, from and after the conversion, an executed plan of conversion will be on file at the principal place of business of the Converted Entity at 16642 Jacintoport Boulevard, Houston, Texas 77015.

3. **Plan of Conversion Availability.** An executed copy of the plan of conversion will be furnished by the Converting Entity (prior to the conversion) or by the Converted Entity (after the conversion) on written request and without cost to any partner or member of the Converting Entity or the Converted Entity.

4. **Formal Approval.** The approval of the plan of conversion was duly authorized by all action required by the laws under which the Converting Entity was organized and by its constituent documents.

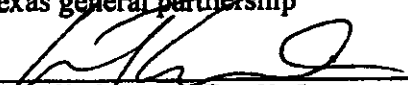
5. **Assumption of Fees and Franchise Tax Liability.** The Converted Entity is liable for the payment of all fees and franchise taxes applicable to the Converting Entity.

6. **Certificate of Formation.** The form of the Certificate of Formation of the Converted Entity is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument on the 9th day of January, 2008.

**HOUSTON FUEL OIL TERMINAL
COMPANY**

a Texas general partnership

By: 
Name: William T. Wilson
Title: President and CEO

RECEIVED

JAN 11 2008

Secretary of State

EXHIBIT A
FORM OF
CERTIFICATE OF FORMATION OF CONVERTED ENTITY

[Attached]

**CERTIFICATE OF FORMATION
OF
HFOTCO LLC
(a Texas limited liability company)**

FILED
In the Office of the
Secretary of State of Texas
JAN 11 2008

Corporations Section

**ARTICLE 1
Entity Name and Type**

The name of the entity is HFOTCO LLC. The filing entity being formed is a limited liability company.

**ARTICLE 2
Registered Agent and Registered Office**

The initial registered agent is an individual whose name is Arthur M. Nathan. The business address of the registered agent and the registered office address is 1221 McKinney, Suite 2100, Houston, Texas 77010-2007.

**ARTICLE 3
Governing Authority**

The limited liability company will have managers. The names and addresses of the initial managers are set forth below.

James B. Castles
700 Milam Street, PNT 11058
Houston, Texas 77002

Kevin Crosby
200 Clarendon Street, 55th Floor
Boston, Massachusetts 02117

Daniel D. Grinstead
Two Houston Center, Room 551
909 Fannin Street
Houston, Texas 77010

Daniel R. Revers
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, Massachusetts 02117

The limited liability company shall have such officers as are provided for in the Company Agreement. Such officers shall (i) be elected by the managers, and shall serve as officers, in accordance with the Company Agreement and (ii) have such powers and authority as are provided in the Company Agreement.

**ARTICLE 4
Purpose**

The limited liability company is formed for the purpose of transacting all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

**ARTICLE 5
Plan of Conversion**

The limited liability company is being formed pursuant to a Plan of Conversion.

ARTICLE 6
Converting Entity Information

- a. The name of the converting entity was Houston Fuel Oil Terminal Company.
- b. The address of the converting entity was 16642 Jacintoport Blvd, Houston, Texas 77015.
- c. The date of formation of the converting entity was November 30, 1978.
- d. The form of the converting entity prior to conversion was a general partnership.
- e. The jurisdiction of formation of the converting organization was Texas.

ARTICLE 7
Assumption of Fees and Franchise Tax Liability

HFOTCO LLC shall be responsible for all fees and franchise taxes owed by Houston Fuel Oil Terminal Company and HFOTCO LLC shall be obligated to pay all such fees and franchise taxes if such fees and franchise taxes are not timely paid.

ARTICLE 8
Effectiveness of Filing

This Certificate of Formation becomes effective when it is filed by the Texas Secretary of State.

ARTICLE 6
Organizer

The name and address of the organizer of the limited liability company is Arthur M. Nathan, 1221 McKinney, Suite 2100, Houston, Texas 77010-2007.

[signature page follows]

IN WITNESS WHEREOF, the undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument on the 10th day of January, 2008.


Arthur M. Nathan, Organizer

HARRIS COUNTY CLERK RECORD OF ASSUMED NAME
CERTIFICATION OF OWNERSHIP FOR
INCORPORATED BUSINESS OR PROFESSION
HOUSTON FUEL OIL TERMINAL COMPANY
DATED JANUARY 11, 2008

15.00
DG

OFFICE OF BEVERLY B. KAUFMAN, COUNTY CLERK, HARRIS COUNTY, TEXAS
P.O. BOX 1525 • HOUSTON, TEXAS 77251-1525

1042877
01/11/2008 PERSONAL
\$15.00 ASSUM NTRY

**ASSUMED NAME RECORDS
CERTIFICATE OF OWNERSHIP FOR
INCORPORATED BUSINESS OR PROFESSION**

[A beginning character other than a letter or a number, or the last portion of a name that exceeds 67 characters, will not be reflected in the indices. Please print legibly.]

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED: Houston Fuel Oil Terminal Company

BUSINESS ADDRESS 16842 Jacintoport Boulevard

CITY Houston

STATE Texas

ZIP 77015

- The name of the corporation, limited partnership, registered limited liability partnership or limited liability company as stated in its articles of incorporation, association, or organization, or other comparable document is HFOTCO LLC
- The state, country, or other jurisdiction under the laws of which it was incorporated, organized, or associated is, and the address of its registered or similar office in that jurisdiction is Texas - 1221 McKinney, Suite 2100, Houston, Texas 77010
- The period, not to exceed ten years, during which this assumed name will be used is 10 years
- The corporation is a (circle one) business corporation, non-profit corporation, professional corporation, professional association, limited partnership, registered limited liability partnership, limited liability company or other type of corporation (specify) _____
- If the corporation, limited partnership, registered limited liability partnership or limited liability company is required to maintain a registered office in Texas, the address of the registered office is 1221 McKinney, Suite 2100, Houston, Texas 77010
and the name of the registered agent at such address is Arthur M. Nathan
The address of the principal office (if not the same as the registered office) is 16842 Jacintoport Boulevard, Houston, Texas 77015
- If the corporation, limited partnership, registered limited liability partnership or limited liability company is not required to or does not maintain a registered office in Texas, the office address in Texas is _____
and if the corporation, limited partnership, registered limited liability partnership or limited liability company is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is _____
and the office address elsewhere is _____
- The county or counties where business or professional services are being or are to be conducted or rendered under such assumed names are (if applicable, use the designation "all" or "all except"): All
- If this instrument is executed by an attorney-in-fact, the attorney-in-fact hereby states that s/he/they has/have been duly authorized in writing by his/her/their principal to execute and acknowledge the same.

Signature of officer, representative or attorney-in-fact of the corporation

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared

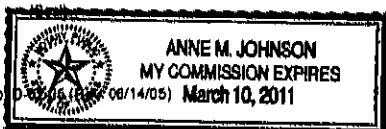
HFOTCO LLC

William T. Wilson, President of

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that s/he/they is/are the owner(s) of the above named business and that s/he/they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on

January 9, 2008



Anne M. Johnson
Deputy County Clerk / Notary Public in and for the State of Texas

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Form No. 1

**BULK TRANSPORTER NEWS ARTICLE
REGARDING ARCLIGHT CAPITAL PARTNERS LLC COMPLETING
ACQUISITION OF HFOTCO LLC FROM MOTIVA ENTERPRISES LLC
DATED NOVEMBER 1, 2009**

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BT staff Aug. 15, 2023

FLEET MANAGEMENT

ArcLight finishes acquisition of HFOTCO from Motiva

Nov. 1, 2009

ArcLight Capital Partners LLC has closed on the acquisition of the remaining 50% membership interest in Houston Fuel Oil Terminal Company LLC (HFOTCO) from Motiva Enterprises LLC. ArcLight acquired its initial 50% interest in HFOTCO in October 2007 from Chartco LLC

ArcLight Capital Partners LLC has closed on the acquisition of the remaining 50% membership interest in Houston Fuel Oil Terminal Company LLC (HFOTCO) from Motiva Enterprises LLC. ArcLight acquired its initial 50% interest in HFOTCO in October 2007 from Chartco LLC.

HFOTCO is the US Gulf Coast's largest black oil facility with 11 million barrels of tankage in operation and another two million barrels currently under construction. Since 1979, HFOTCO has been storing, blending, and moving residual oil for carbon black manufacturers, refineries, bunker suppliers, and oil traders. Starting in 1992, HFOTCO began storing and delivering crude oil and feedstock to area refineries.

One of the world's leading energy investment firms with more than \$6.8 billion under management, ArcLight is headquartered in Boston MA with offices in New York City, London, and Luxembourg.

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Kevin Jones Aug. 15, 2023

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Aug. 15, 2023

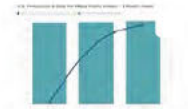
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TANK TERMINAL.COM NEWS ARTICLE
REGARDING ALINDA CAPITAL PARTNERS COMPLETING
ACQUISITION OF HFOTCO LLC FROM ARCLIGHT CAPITAL
PARTNERS LLC
DATED NOVEMBER 6, 2011



TankTerminals.com
by **INSIGHTS GLOBAL**

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Alinda Capital Partners Acquires Houston Fuel Oil Terminal Company

11.06.2011 - NEWS

November 6, 2011 [ArcLight] - Alinda Capital Partners announced on October, 31, that investment funds managed by Alinda have acquired 100% ownership of Houston Fuel Oil Terminal Company (HFOTCO) from AL Gulf Coast Terminals, an investment affiliate controlled by ArcLight Capital Partners, LLC. Terms of the transaction were not released.

HFOTCO is a leading marine terminal for storage of residual fuel oil and crude oil. The Company owns and operates a world-class, 13.8 million barrels storage terminal, and is the largest provider of residual fuel oil storage in the U.S. Gulf Coast. HFOTCO's assets are strategically located on a 312-acre footprint at the widest point of the Houston Ship Channel, one of the largest trading centers for residual fuel oil and crude oil in the world. The Company stores, blends, and transports residual and crude oil via pipeline, barge, rail, truck and ship for major oil companies, refiners, carbon black manufacturers, international trading firms and bunker suppliers. HFOTCO's size, strategic location, diverse customer base, and extensive transportation infrastructure create the most attractive and liquid trading platform for residual fuel oil in North America. More information about the company is available at www.HFOTCO.com.

"HFOTCO is the preeminent residual fuel oil terminal on the US Gulf Coast," said Alinda Managing Partner Chris Beale. "The Company provides a vital service to its customers in the region and around the world. We look forward to a long and successful partnership with management, who share our long-term focus and emphasis on quality operations and growth."

ArcLight's Managing Partner, Dan Revers, comments, "We are very proud of HFOTCO and the transformation of the business into a world class facility with state-of-the-art infrastructure and services for customers. We are pleased that Alinda recognized the strengths of the business through executing this acquisition."

"We are excited about Alinda's investment," said HFOTCO CEO Bill Wilson. "Alinda is committed to working with the HFOTCO team to continue to grow the Company and expand the service offering to our customers."

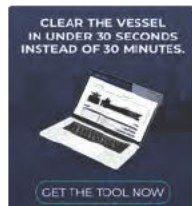
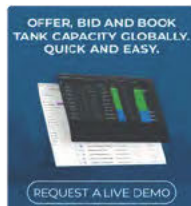
About Alinda Capital Partners

Alinda Capital Partners is an independent, American-owned firm that is the largest manager in the United States of pension assets for investment in infrastructure and the fourth largest in the world, with over \$7.4 billion of equity commitments under management. Alinda's investors are predominantly U.S. and European pension funds for public sector and private sector workers, and include some of the largest institutional investors in the world. Alinda has ownership interests in airports – including Heathrow Airport in the United Kingdom – roads, bridges and a tunnel, a rail service, natural gas distribution utilities, natural gas pipelines and storage, water supply and wastewater treatment, renewable energy production, telecommunications networks, water tanks and other infrastructure assets providing essential services to communities. Alinda has invested in infrastructure companies that operate in 30 states in the United States as well as in Canada, the United Kingdom, Germany, the Netherlands, Luxembourg and Italy. These companies employ more than 15,000 people and serve over 125 million customers annually in more than 400 cities. For more information, visit www.alinda.com.

About ArcLight Capital Partners, LLC

ArcLight is one of the world's leading energy investment firms having invested over \$8.5 billion of equity since its inception a decade ago. ArcLight has successfully sourced, managed and realized investments through multiple energy industry cycles. The Firm's investment team has extensive energy expertise, investing experience, industry relationships, and specialized asset level value creation capabilities. ArcLight is headquartered in Boston, Massachusetts with offices in New York City, Barcelona and Luxembourg. More information about ArcLight can be found at <http://www.arclightcapital.com>.

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HARRIS COUNTY CLERK RECORD OF ASSUMED NAME
CERTIFICATION OF OWNERSHIP FOR
INCORPORATED BUSINESS OR PROFESSION
HOUSTON FUEL OIL TERMINAL COMPANY
DATED FEBRUARY 12, 2018



OFFICE OF STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS

1173766
02/12/2018 PERSONAL
\$15.00 ASSUM NTRY

ASSUMED NAME RECORDS
CERTIFICATE OF OWNERSHIP FOR
INCORPORATED BUSINESS OR PROFESSION

[A beginning character other than a letter or a number, or the last portion of a name that exceeds 57 characters, will not be reflected in the indices. Please print legibly.]

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED: Houston Fuel Oil Terminal Company
BUSINESS ADDRESS 15855 Jacintoport Boulevard
CITY Houston STATE TX ZIP 77015

- The name of the corporation, limited partnership, limited liability partnership or limited liability Company as stated in its articles of incorporation, association, or organization; or other comparable document is HFOTCO LLC
- The state, country, or other jurisdiction under the laws of which it was incorporated, organized, or associated is, and the address of its registered or similar office in that jurisdiction is Texas c/o 1999 Bryan Street, Dallas, TX, 75201
- The period, not to exceed ten years, during which this assumed name will be used is 2/07/2028
- The corporation is a (circle one) a for-profit corporation, non-profit corporation, professional corporation, professional association, limited partnership, limited liability partnership, limited liability company or other type of corporation (specify) _____
- If the corporation, limited partnership, limited liability partnership or limited liability company is required to maintain a registered office in Texas, the address of the registered office is 1999 Bryan Street, Dallas, TX, 75201

The address of the principal office (if not the same as the registered office) is 15855 Jacintoport Boulevard Houston TX 77015

- If the corporation, limited partnership, limited liability partnership or Limited Liability Company is not required to or does not maintain a registered office in Texas, the office address in Texas is _____ and if the corporation, limited partnership, limited liability partnership or limited liability company is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is _____ and the office address elsewhere is _____
- The county or counties where business or professional services are being or are to be conducted or rendered under such assumed named are (if applicable, use the designation "all" or "all except") All
- If this instrument is executed by an attorney-in-fact, the attorney-in-fact hereby states that s/he/they has/have been duly authorized in writing by his/her/their principal to execute and acknowledge the same.

THE STATE OF TEXAS
COUNTY OF HARRIS

Signature of officer, representative or attorney-in-fact of the corporation

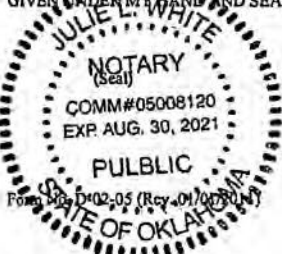
BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared

HFOTCO LLC, represented by
William H. Gault, its Corporate Secretary,

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that s/he/they is/are the owner(s) of the above named business and that s/he/they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on

February 7, 2018



Deputy County Clerk / Notary Public in and for the State of Texas OKlahoma

P.O. Box 1525 • Houston, TX 77251-1525 • 713-755-6411
www.cclerk.hctx.net

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

ENERGY TRANSFER LP PRESS RELEASE
REGARDING COMPLETING MERGER AND ACQUISITION OF
HFOTCO LLC FROM SEMGROUP CORPORATION
DATED DECEMBER 5, 2019



Energy Transfer and SemGroup Announce Successful Completion of Merger

December 5, 2019

Energy Transfer Expands Vast Pipeline Network and Acquires Strategic Position on the Houston Ship Channel

DALLAS & TULSA, Okla.--(BUSINESS WIRE)--Dec. 5, 2019-- Energy Transfer LP (NYSE: ET) and SemGroup Corporation (NYSE: SEMG) today announced the completion of their previously announced merger, which resulted in the acquisition of Tulsa-based SemGroup by Dallas-based Energy Transfer. The terms of the agreement were approved by the holders of a majority of SemGroup's outstanding voting stock at a special meeting of SemGroup stockholders on December 4, 2019. As a result of the merger, Energy Transfer issued approximately 57.6 million of its common units to SemGroup stockholders.

This press release features multimedia. View the full release here: <https://www.businesswire.com/news/home/20191205005499/en/>

Effective with the opening of the market today, SemGroup will cease to be a publicly traded company and its common stock will discontinue trading on the NYSE.

The combined operations of the two companies are expected to generate annual run-rate efficiencies of more than \$170 million, consisting of commercial and operational synergies of \$80 million, financial savings of \$50 million and cost savings of \$40 million.

Energy Transfer's acquisition of SemGroup's Houston Fuel Oil Terminal (HFOTCO) strengthens its crude oil transportation, terminalling and export capabilities, and provides Energy Transfer a strategic position on the Houston Ship Channel. HFOTCO is a world-class crude oil terminal with more than 18 million barrels of crude oil storage capacity, five deep-water ship docks and seven barge docks.

To provide shippers further access from the Houston Ship Channel to markets along the Gulf Coast, Energy Transfer is constructing the Ted Collins pipeline, a 75-mile crude line that will connect HFOTCO to Energy Transfer's Nederland terminal. The pipeline is expected to be in service in 2021, and will have an initial capacity of 500 thousand barrels per day.

This acquisition expands Energy Transfer's pipeline footprint by adding crude oil and NGL gathering systems and transmission lines in the DJ Basin in Colorado and the Anadarko Basin in Oklahoma and Kansas with connections to crude oil terminals in Cushing, Oklahoma. The acquisition will also provide a significant natural gas gathering and processing presence in the Alberta Basin in western Canada.

Energy Transfer LP (NYSE: ET) owns and operates one of the largest and most diversified portfolios of energy assets in the United States, with a strategic footprint in all of the major domestic production basins. ET is a publicly traded limited partnership with core operations that include complementary natural gas midstream, intrastate and interstate transportation and storage assets; crude oil, NGL and refined product transportation and terminalling assets; NGL fractionation; and various acquisition and marketing assets. ET, through its ownership of Energy Transfer Operating, L.P., also owns Lake Charles LNG Company, as well as the general partner interests, the incentive distribution rights and 28.5 million common units of Sunoco LP (NYSE: SUN), and the general partner interests and 46.1 million common units of USA Compression Partners, LP (NYSE: USAC). For more information, visit the Energy Transfer LP website at www.energytransfer.com.

SemGroup Corporation moves energy across North America through a network of pipelines, processing plants, refinery-connected storage facilities and deep-water marine terminals with import and export capabilities. SemGroup serves as a versatile connection between upstream oil and gas producers and downstream refiners and end users. Key areas of operation and growth include western Canada, the Mid-Continent and the Gulf Coast. SemGroup is committed to safe, environmentally sound operations. Headquartered in Tulsa, Okla., the company has additional offices in Calgary, Alberta; Denver, Colorado; and Houston, Texas.

Forward-Looking Statements

This release includes "forward-looking" statements. Forward-looking statements are identified as any statement that does not relate strictly to historical or current facts. Statements using words such as "anticipate," "believe," "intend," "project," "plan," "expect," "continue," "estimate," "goal," "forecast," "may" or similar expressions help identify forward-looking statements. Energy Transfer and SemGroup cannot give any assurance that expectations and projections about future events will prove to be correct. Forward-looking statements are subject to a variety of risks, uncertainties and assumptions. These risks and uncertainties include the risk that the anticipated benefits from the transaction described above may not be fully realized. Additional risks include: the ability of Energy Transfer to successfully integrate SemGroup's operations and employees and realize anticipated synergies and cost savings, the potential impact of the consummation of the transaction on relationships, including with employees, suppliers, customers, competitors and credit rating agencies, the ability to achieve revenue, DCF and EBITDA growth, and volatility in the price of oil, natural gas, and natural gas liquids. Actual results and outcomes may differ materially from those expressed in such forward-looking statements. These and other risks and uncertainties are discussed in more detail in filings made by Energy Transfer and SemGroup with the Securities and Exchange Commission, which are available to the public. Energy Transfer and SemGroup undertake no obligation to update publicly or to revise any forward-looking statements, whether as a result of new information, future events or otherwise.

View source version on businesswire.com: <https://www.businesswire.com/news/home/20191205005499/en/>

Source: Energy Transfer LP and SemGroup Corporation

Energy Transfer Investor Relations

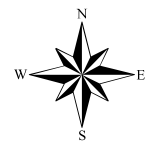
Bill Baerg, Brent Ratliff, Lyndsay Hannah – 214-981-0795

HARRIS COUNTY APPRAISAL DISTRICT
HOUSTON FUEL OIL TERMINAL COMPANY
SOUTH TERMINAL MAP AND PROPERTY ACCOUNT INFORMATION

Harris Central Appraisal District

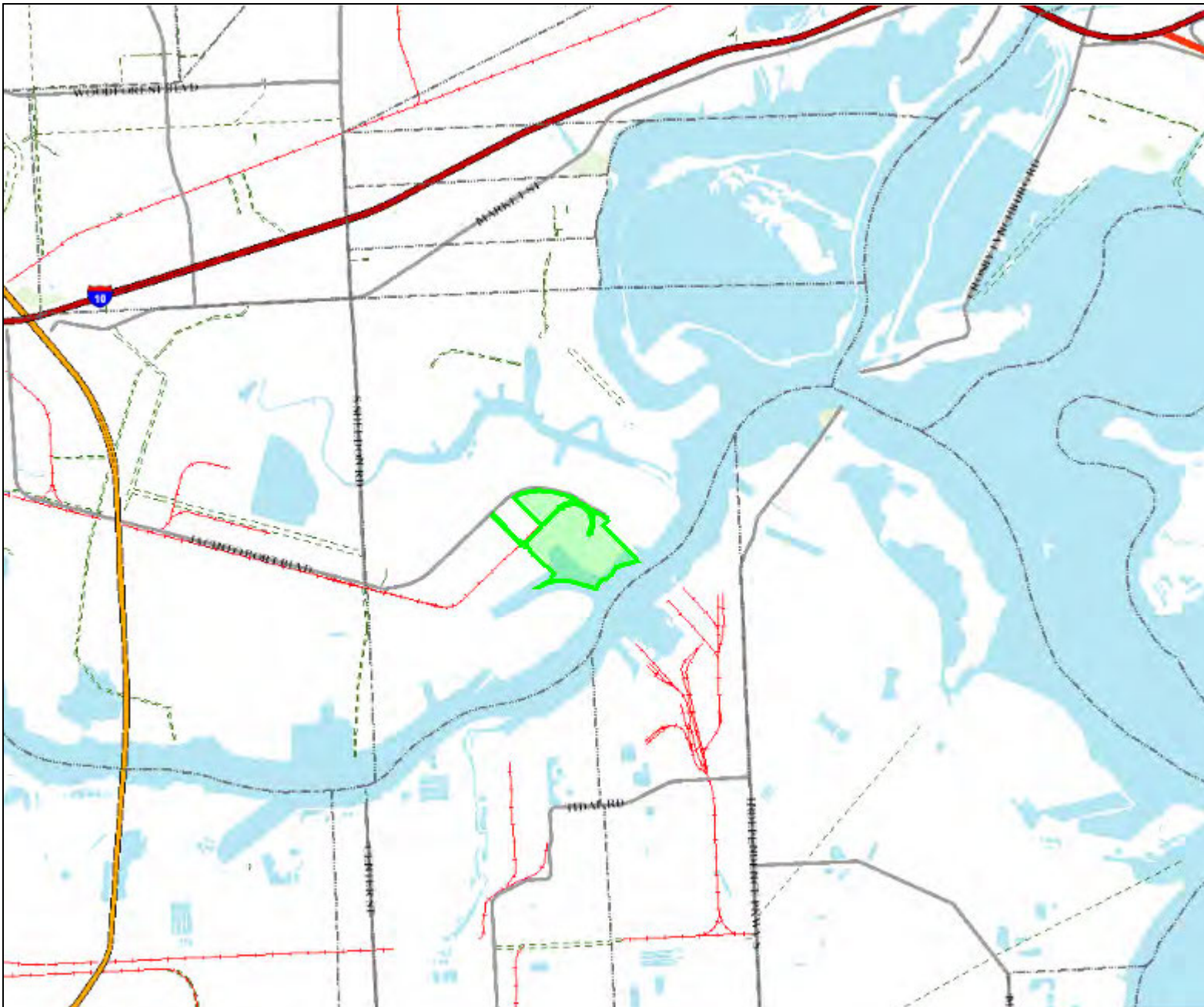


Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may **not** have been prepared for or be suitable for legal, engineering, or surveying purposes. It does **not** represent an on-the-ground survey and only represents the approximate location of property boundaries.



0 1,050 2,100 4,200
Feet

Date: 8/16/2023



HFOTCO LLC - South Terminal

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0402400050146

Tax Year: 2023



Print

Owner and Property Information										
Owner Name & Mailing Address: HOUSTON FUEL OIL 1201 S SHELDON RD HOUSTON TX 77015-6649					Legal Description: TRS 1C-1 & 19 (IMPS ONLY) (POLLUTION CONTROL) (LAND*0402400050004) ABST 28 HARRIS & CARPENTER					
					Property Address: 16642 JACINTOPORT BLVD HOUSTON TX 77015					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map ^{A®}
F2 -- Real, Industrial	3300 -- Industrial Imps Only Land		0	0 SF	0	0	5982.07	4018 -- Interstate 10 East	6057A	498V

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	06/09/2023	No

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
Pollution Control	015	GALENA PARK ISD	7,218,412	Not Certified	1.354180	
	040	HARRIS COUNTY	7,218,412	Not Certified	0.343730	
	041	HARRIS CO FLOOD CNTRL	7,218,412	Not Certified	0.030550	
	042	PORT OF HOUSTON AUTHY	7,218,412	Not Certified	0.007990	
	043	HARRIS CO HOSP DIST	7,218,412	Not Certified	0.148310	
	044	HARRIS CO EDUC DEPT	7,218,412	Not Certified	0.004900	
	047	SAN JACINTO COM COL D	7,218,412	Not Certified	0.155605	
	667	HC EMERG SERV DIST 50	7,218,412	Not Certified	0.050000	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at [HCAD's information center at 13013 NW Freeway.](#)

Valuations					
Value as of January 1, 2022			Value as of January 1, 2023		
	Market	Appraised		Market	Appraised
Land	0		Land	0	
Improvement	7,299,956		Improvement	7,218,412	
Total	7,299,956	7,299,956	Total	7,218,412	7,218,412

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	3300 -- Industrial Imps Only Land	--	GR	0	1.00	1.00	1.00	--	1.00	0.00	0.00	0.00

Building					
Vacant (No Building Data)					
Extra Features					
Line	Description	Quality	Condition	Units	Year Bult
2	Plant Assets 15yr life	Average	Average	2,166,943.00	2002
3	Plant Assets 15yr life	Average	Average	1,821,199.00	2002
4	Plant Assets 15yr life	Average	Average	1,729,356.00	2002
5	Plant Assets 15yr life	Average	Average	4,220,180.00	2002
6	Plant Assets 15yr life	Average	Average	160,013.00	2002
7	Plant Assets 15yr life	Average	Average	643,481.00	2002
8	Plant Assets 15yr life	Average	Average	3,806,528.00	2002
9	Plant Assets 15yr life	Average	Average	149,242.00	2002

10	Plant Assets 15yr life	Average	Average	248,137.00	2002
11	Plant Assets 15yr life	Average	Average	282,676.00	2002

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0402400050004

Tax Year: 2023



Print

Owner and Property Information										
Owner Name & Mailing Address: HOUSTON FUEL OIL TERMINAL CO 1201 S SHELDON RD HOUSTON TX 77015-6649					Legal Description: TRS 1B IC 1C-1 1C-2A & 19 (PC IMPS*0402400050146) ABST 28 HARRIS & CARPENTER Property Address: 0 JACINTOPORT BLVD HOUSTON TX 77015					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map [®]
F2 -- Real, Industrial	8004 -- Land Neighborhood Section 4	E	0	5,354,482 SF	9,585,990	0	5982.07	4018 -- Interstate 10 East	6057A	498Q

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	04/07/2023	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
None	015	GALENA PARK ISD		Not Certified	1.354180	
	040	HARRIS COUNTY		Not Certified	0.343730	
	041	HARRIS CO FLOOD CNTRL		Not Certified	0.030550	
	042	PORT OF HOUSTON AUTHY		Not Certified	0.007990	
	043	HARRIS CO HOSP DIST		Not Certified	0.148310	
	044	HARRIS CO EDUC DEPT		Not Certified	0.004900	
	047	SAN JACINTO COM COL D		Not Certified	0.155605	
	667	HC EMERG SERV DIST 50		Not Certified	0.050000	

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Valuations					
Value as of January 1, 2022			Value as of January 1, 2023		
	Market	Appraised		Market	Appraised
Land	14,992,550		Land	14,992,550	
Improvement	173,629,200		Improvement	208,620,994	
Total	188,621,750	188,621,750	Total	223,613,544	223,613,544

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8004 -- Land Neighborhood Section 4	9783	SF	5,354,482	1.00	1.00	0.80	Shape or Size	0.80	3.50	2.80	14,992,550.00

Building						
Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
7	1995	Office Bldgs. Low-Rise (1 to 4 Stories)	Office Building	Average	1,136	Displayed
8	2012	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
9	2012	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
10	2010	Storage Tank - Large	Storage Tank - Large	Average	175,000	View
11	2010	Storage Tank - Large	Storage Tank - Large	Average	175,000	View
12	2010	Storage Tank - Large	Storage Tank - Large	Average	175,000	View
13	2010	Storage Tank - Large	Storage Tank - Large	Average	175,000	View
14	1980	Storage Tank - Large	Storage Tank - Large	Average	200,000	View
15	1980	Storage Tank - Large	Storage Tank - Large	Average	200,000	View

[illegible]

69	2000	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
70	1980	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
71	2000	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
72	2000	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
73	2000	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
74	2000	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
75	2000	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
76	2001	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
77	2001	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
78	2001	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
79	2001	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
80	1980	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
81	1980	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
82	1980	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
83	1980	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
84	1980	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
85	1980	Storage Tank - Medium	Storage Tank - Medium	Average	80,000	View
86	2011	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
87	2011	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
88	2012	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
89	1995	Petroleum Refining / Industry	Computer Center	Average	768	View
90	2008	Petroleum Refining / Industry	Industrial, Heavy Mftg	Average	1,296	View
91	2016	Petroleum Refining / Industry	Industrial, Heavy Mftg	Average	1,360	View
92	2011	Petroleum Refining / Industry	Industrial, Heavy Mftg	Average	6,200	View
93	1995	Petroleum Refining / Industry	Shell, Industrial	Average	6,330	View
94	2008	Petroleum Refining / Industry	Shell, Industrial	Average	1,260	View
95	2010	Petroleum Refining / Industry	Shell, Industrial	Average	720	View
96	2016	Petroleum Refining / Industry	Shell, Industrial	Average	920	View

Building Details (7)

Building Data	
Element	Detail
Exterior Wall	Frame / Stucco
Heating Type	Hot Air
Cooling Type	Central / Forced
Partition Type	Normal
Plumbing Type	Adequate
Sprinkler Type	None
Physical Condition	Avg/Normal
Functional Utility	Avg/Normal
Economic Obsolescence	Normal
Market Index Adjustment	100% No Mkt Index Adjustment
Element	Units
Wall Height	14
Elev: Elect / Frght	0

Building Areas	
Description	Area
CNPY ROOF W/ SLAB -C	200
BASE AREA PRI	1,136

Extra Features

Line	Description	Quality	Condition	Units	Year Bulit
7	CANOPY ONLY	Average	Average	390.00	1995
12	Paving - Asphalt	Average	Average	275,500.00	2007
13	Railroad Spur	Average	Average	2,550.00	1980
14	CANOPY ROOF AND SLAB	Average	Average	200.00	1995
15	Central Air Conditioner	Average	Average	762.00	1995

16	Central Air Conditioner	Average	Average	600.00	1995
17	CANOPY ROOF AND SLAB	Average	Average	280.00	2016
18	Plant Assets 30yr life	Average	Average	748,000.00	2019
19	Paving - Heavy Concrete	Average	Average	2,480.00	2019
20	Plant Assets 25yr life	Average	Average	5,000,000.00	2019
21	CANOPY ROOF AND SLAB	Average	Average	360.00	2019
22	Plant Assets 30yr life	Average	Average	5,000,000.00	1980
23	Plant Assets 30yr life	Average	Average	5,000,000.00	1990
24	Plant Assets 30yr life	Average	Average	5,000,000.00	1980
25	Plant Assets 30yr life	Average	Average	7,500,000.00	2010
26	Plant Assets 30yr life	Average	Average	3,500,000.00	2000
27	Plant Assets 25yr life	Average	Average	18,128.00	2016
28	Plant Assets 25yr life	Average	Average	512,546.00	2015
29	Plant Assets 25yr life	Average	Average	41,477.00	2016
30	Plant Assets 25yr life	Average	Average	161,944.00	2015
31	Plant Assets 25yr life	Average	Average	149,969.00	2016
32	Plant Assets 25yr life	Average	Average	96,329.00	2017
33	Plant Assets 30yr life	Average	Average	178,377.00	2017
34	Plant Assets 30yr life	Average	Average	899,532.00	2015
35	Plant Assets 30yr life	Average	Average	188,808.00	2016
36	Plant Assets 30yr life	Average	Average	44,084.00	2017
37	Plant Assets 30yr life	Average	Average	3,429,754.00	2015
38	Plant Assets 30yr life	Average	Average	9,524,219.00	2017
39	Plant Assets 30yr life	Average	Average	1,159,902.00	2015
40	Plant Assets 30yr life	Average	Average	249,414.00	2015
41	Plant Assets 30yr life	Average	Average	50,675.00	2017
42	Plant Assets 25yr life	Average	Average	8,017,307.00	1982
43	Plant Assets 25yr life	Average	Average	266,788.00	1982
44	Plant Assets 25yr life	Average	Average	170,413.00	1983
45	Plant Assets 25yr life	Average	Average	101,795.00	1984
46	Plant Assets 25yr life	Average	Average	4,049.00	1985
47	Plant Assets 25yr life	Average	Average	603.00	1986
48	Plant Assets 25yr life	Average	Average	982.00	1986
49	Plant Assets 25yr life	Average	Average	14,280.00	1998
50	Plant Assets 25yr life	Average	Average	2,233.00	1988
51	Plant Assets 25yr life	Average	Average	110,703.00	1989
52	Plant Assets 25yr life	Average	Average	237,129.00	1990
53	Plant Assets 25yr life	Average	Average	153,342.00	1991
54	Plant Assets 25yr life	Average	Average	3,580,206.00	1992
55	Plant Assets 25yr life	Average	Average	182,750.00	1994
56	Plant Assets 25yr life	Average	Average	7,164.00	1993
57	Plant Assets 25yr life	Average	Average	52,813.00	1994
58	Plant Assets 25yr life	Average	Average	20,492.00	1994
59	Plant Assets 25yr life	Average	Average	518,551.00	1995
60	Plant Assets 25yr life	Average	Average	28,840.00	1995
61	Plant Assets 25yr life	Average	Average	659,625.00	1996
62	Plant Assets 25yr life	Average	Average	42,438.00	1996
63	Plant Assets 25yr life	Average	Average	120,131.00	1997
64	Plant Assets 25yr life	Average	Average	9,686.00	1997
65	Plant Assets 25yr life	Average	Average	104,526.00	1998
66	Plant Assets 25yr life	Average	Average	302,901.00	1998
67	Plant Assets 25yr life	Average	Average	43,608.00	1998
68	Plant Assets 15yr life	Average	Average	47,540.00	1999

69	Plant Assets 25yr life	Average	Average	122,264.00	1999
70	Plant Assets 25yr life	Average	Average	9,412.00	1999
71	Plant Assets 15yr life	Average	Average	2,291.00	2000
72	Plant Assets 25yr life	Average	Average	190,637.00	2000
73	Plant Assets 25yr life	Average	Average	38,223.00	2000
74	Plant Assets 25yr life	Average	Average	28,430.00	2001
75	Plant Assets 25yr life	Average	Average	3,529,255.00	2001
76	Plant Assets 25yr life	Average	Average	33,402.00	2001
77	Plant Assets 15yr life	Average	Average	13,175.00	2002
78	Plant Assets 25yr life	Average	Average	273,618.00	2002
79	Plant Assets 15yr life	Average	Average	18,940.00	2003
80	Plant Assets 25yr life	Average	Average	439,042.00	2003
81	Plant Assets 25yr life	Average	Average	16,242.00	2003
82	Plant Assets 15yr life	Average	Average	15,098.00	2004
83	Plant Assets 25yr life	Average	Average	869,766.00	2004
84	Plant Assets 25yr life	Average	Average	18,775.00	2004
85	Plant Assets 15yr life	Average	Average	18,446.00	2005
86	Plant Assets 25yr life	Average	Average	1,614,073.00	2005
87	Plant Assets 25yr life	Average	Average	54,989.00	2005
88	Plant Assets 25yr life	Average	Average	391,452.00	2006
89	Plant Assets 25yr life	Average	Average	45,805.00	2006
90	Plant Assets 15yr life	Average	Average	33,680.00	2007
91	Plant Assets 25yr life	Average	Average	324,218.00	2007
92	Plant Assets 25yr life	Average	Average	116,100.00	2007
93	Plant Assets 15yr life	Average	Average	2,487.00	2008
94	Plant Assets 25yr life	Average	Average	269,744.00	2008
95	Plant Assets 25yr life	Average	Average	574,268.00	2008
96	Plant Assets 15yr life	Average	Average	133,579.00	2009
97	Plant Assets 25yr life	Average	Average	2,246,539.00	2009
98	Plant Assets 25yr life	Average	Average	100,769.00	2009
99	Plant Assets 15yr life	Average	Average	105,382.00	2010
100	Plant Assets 25yr life	Average	Average	3,975,294.00	2010
101	Plant Assets 25yr life	Average	Average	742,816.00	2010
102	Plant Assets 15yr life	Average	Average	18,491.00	2011
103	Plant Assets 25yr life	Average	Average	6,938,436.00	2011
104	Plant Assets 25yr life	Average	Average	41,860.00	2011
105	Plant Assets 15yr life	Average	Average	3,278,493.00	2013
106	Plant Assets 25yr life	Average	Average	3,951,433.00	2013
107	Plant Assets 10yr life	Average	Average	1,291.00	2013

**DIVERSION POINT #3 - #5
PROPERTY LEASE AGREEMENT**



PORT OF HOUSTON AUTHORITY

October 1, 2013

RECEIVED
OCT - 3 2013

HFOTCO LLC
1201 S. Sheldon Road
Houston, Texas 77015
Attn: Mr. Michael Mangan

***Re: Port of Houston Authority ("PHA") File No. 2012-0281; HFOTCO LLC-
Thirty Year Lease of Approximately 31.05 acres, comprised of 9.1 upland acres
and 21.95 submerged acres commencing October 1, 2013***

Dear Mr. Mangan:

Please find enclosed an executed original of the above referenced Lease Agreement between PHA and HFOTCO LLC.

Should any questions arise regarding the Property or Lease, please feel free to contact us at the number below.

Sincerely,

A handwritten signature in blue ink, appearing to read "RD Tanner", is written over a horizontal line.

RD Tanner
Real Estate Director

Enclosure

c: Central Records
Customer Billing Services
Legal
File

RD/src

LEASE AGREEMENT

PHA FILE NO.: 2012-0281

LANDLORD: PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, TEXAS, a political subdivision of the State of Texas

LANDLORD'S ADDRESS: 111 East Loop North, Houston, Texas 77029
Attn: Real Estate Director

TENANT: HFOTCO LLC, a Texas limited liability company, dba Houston Fuel Oil Terminal Company

TENANT'S ADDRESS: 1201 S. Sheldon Road, Houston, Texas 77015
Attn: Mr. Michael Mangan

LEASED PREMISES: Approximately 31.05 total acres, comprised of 9.1 upland acres and 21.95 submerged acres in Harris County, Texas, as more specifically described in Exhibit "A" and subject to the provisions of Section 2.01. For purpose of clarification, "submerged acres" means those submerged lands as defined by applicable law and any government authority having valid jurisdiction over such submerged lands.

TERM: Thirty (30) years, subject to earlier termination as provided herein

LEASE COMMENCEMENT DATE: October 1, 2013

FEASIBILITY PERIOD: That portion of the Term beginning on the Lease Commencement Date and ending the earlier of (a) commencement of the Construction Period or (b) five (5) years from Lease Commencement Date.

CONSTRUCTION PERIOD: That portion of the Term beginning on the Construction Commencement Date and ending the earlier of (a) commencement of the Operations Period or (b) five (5) years from Lease Commencement Date.

CONSTRUCTION COMMENCEMENT DATE: The date of commencement of the Construction Period, as provided in Section 6.01(a).

OPERATIONS PERIOD: That portion of the Term beginning on the earlier of (a) the Operations Commencement Date; or (b) five (5) years from Lease Commencement Date.

**OPERATIONS
COMMENCEMENT
DATE:**

The date of commencement of the Operations Period, as provided in Section 6.01(c).

RENT:

The following Base Rent amounts, and all other amounts provided for under this Lease to be paid by Tenant as follows, as additionally described in Section 5 hereof:

A. FEASIBILITY PERIOD BASE RENT:

One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000) per year

B. CONSTRUCTION PHASE BASE RENT:

Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000) per year

C. OPERATIONS PHASE BASE RENT:

Fifty Thousand and 00/100 Dollars (\$50,000) per month. Commencing one year following the Operations Commencement Date and continuing on each succeeding one-year anniversary thereafter during the Term (the "Adjustment Date[s]"), the annual Operations Phase Base Rent, which is calculated by multiplying the monthly Operations Phase Base Rent then in effect by 12 ("Annual Base Rent"), shall be adjusted as described in this paragraph. The Annual Base Rent for each Lease Year (as defined below) commencing on each succeeding one-year anniversary of the Operations Period shall be an amount equal to (a) the Annual Base Rent for the calendar year immediately preceding the applicable Adjustment Date (the "Base Lease Year") multiplied by (b) a fraction (the "CPI Adjustment"), the numerator of which shall be the current CPI (as defined herein) in effect for the last day of the Base Lease Year, and the denominator of which shall be the CPI in effect on the first day of the Base Lease Year, provided that in no event shall the Base Rent be decreased. Notwithstanding the foregoing, in no event shall any annual CPI Adjustment exceed Three-One Hundredths (3/100). Beginning one year following the Operations Commencement Date, the adjusted Annual Base Rent for a Lease Year shall be divided by 12 to determine the applicable adjusted Monthly Base Rent for such Lease Year.

**SECURITY
DEPOSIT:**

Two Hundred Thousand and 00/100 Dollars (\$200,000), which shall be refunded to Tenant, without interest, if the Lease Agreement is terminated within the Feasibility Period.

INITIAL AS-BUILT DEPOSIT: Ten Thousand and 00/100 Dollars (\$10,000)

PIPELINE(S): Those certain pipelines and all related appurtenances for transporting those substances specified on Exhibit "B" (the "Bulk Liquids").

PERMITTED USE: Construction, maintenance, repair, replacement, and operation of a single T-Head dock and related improvements for loading and unloading of the Bulk Liquids and construction, maintenance, repair, replacement, and operation of the Pipeline for transport of the Bulk Liquids on the Leased Premises, on the terms more particularly provided for herein.

MINUTE NO. *2013-0924-40*

EXECUTION VERSION

THIS LEASE AGREEMENT (the “Lease”) is entered as of Lease Commencement Date between the Landlord and the Tenant. Capitalized terms not otherwise defined herein shall have the meanings set forth above.

1. Definitions. The following terms shall have the following meanings:

“As-Builts” means depictions of completed Tenant’s Improvements, including the completed Pipeline.

“Award” means any payment or other compensation receivable from or received by any governmental authority or any person or entity vested with the power of eminent domain for or as a consequence of any Taking.

“Business Day” means a day other than a Saturday, Sunday, or legal holiday recognized in Landlord’s Tariffs.

“Change of Control” means any of the following events:

(a) the sole beneficial owner of Tenant on the Lease Commencement Date ceases being the sole beneficial owner, directly or indirectly, of at least 50% of the total equity of Tenant. For purposes of this clause, “beneficial owner” has the meaning provided in rule 13 of the Rules and Regulations Under the Securities Exchange Act of 1934 (“Exchange Act Rules”), 17 C.F.R. § 240.13d-3;

(b) any person or group directly or indirectly acquires ownership or control of more of the total voting power entitled to vote generally in the election of managers of Tenant than then-held by the person or group who was the Controlling Entity on the Lease Commencement Date. For purposes of this clause, person or group shall have the meaning provided in Sections 3(a)(9) and 13(d)(3) of the Securities Exchange Act of 1934 (the “Exchange Act”), 15 U.S.C. §§ 78c(3)(9) & 78m(d)(3);

(c) a person or group who on the Lease Commencement Date does not hold ownership or control of (1) a majority of the total equity of the Controlling Entity or (2) a majority of the total voting power entitled to vote generally in (i) the election of the board of directors or board of managers of the Controlling Entity or (ii) the selection of the managing member of Tenant, directly or indirectly acquires such ownership or control; or

(d) a person or group who on the Commencement Date was not (as applicable) the majority owner, general partner, manager, majority-in-interest, or other person or group having authority or control over the day-to-day operations of Tenant becomes the majority owner, general partner, manager, or majority-in-interest or gains control over the day-to-day operations of Tenant.

For the purposes of this Lease, an owner, person, or group is deemed to be the owner, person, or group on the Lease Commencement Date if Landlord has previously approved a Change of Control event involving said owner, person, or group relating to this Lease. Additionally, an event that would otherwise constitute a “Change of Control” under any of the foregoing clauses (a), (b), (c) and (d) will be deemed not to be a Change of Control for the

purposes of this Lease (and only for the purposes of this Lease) if after such event occurs, at least 50% of the total equity of the Tenant is owned, directly or indirectly, by one or more of the investment funds or vehicles controlled by or under common control with Alinda Capital Partners Ltd or any of its investment management affiliates (collectively "Alinda").

"Controlling Entity" means a person or group who on the Lease Commencement Date (or as subsequently approved by Landlord in relation to this Lease) holds ownership or control of (a) a majority of the total equity of Tenant or (b) a majority of the total voting power entitled to vote generally in (i) the election of the Tenant's board of directors or board of managers or (ii) the selection of the managing member of Tenant.

"CPI" means the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, South Urban Area, All Items (1982 – 1984 = 100) (final version, not seasonally adjusted) (Series ID CUUR0300SAO). In the event that (i) the Bureau of Labor Statistics ceases to use the 1982-84 average of 100 as the basis of calculation, (ii) a substantial change is made in the number or characters of "market basket" items used in determining the CPI, (iii) Landlord and Tenant mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (iv) the CPI shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI together with information which will make possible the conversion to the new index in computing the adjusted Rent. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, the parties shall thereafter accept and use such other index or comparable statistics on the cost of living for the county in which the Leased Premises is located, as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Landlord (but subject to Tenant's approval, which shall not be unreasonably withheld, delayed, or conditioned).

"Dredged Material Placement Agreement" means an agreement governing the terms of Tenant's placement of dredged materials within Landlord's dredge placement areas, conforming in all material respects with the form set forth on Exhibit "C."

"Environmental Cleanup" means (a) Tenant's immediate environmental investigatory and corrective action to clean up Hazardous Materials (including all investigations, administrative actions, testing or monitoring activities, response actions, "removal" and "remedial actions," as those terms are defined in sections 361.003(29) and (30) of the Texas Health & Safety Code, and any other necessary actions) to the applicable standard required by the Texas Commission on Environmental Quality (the "TCEQ") or the United States Environmental Protection Agency (the "EPA"), as applicable, and (b) Tenant's proper disposal of Hazardous Materials as required by the TCEQ or the EPA, as applicable, at a permitted treatment, storage and disposal, or other facility legally capable of accepting such Hazardous Materials as the owner and sole generator of any materials sent for disposal.

"Environmental Law" means any applicable federal, state, or local law, statute, judicial decision, order, injunction, decree, writ, ruling, rule, regulation, promulgation, directive, permit, certificate, mandate, or common law, in effect on the date hereof (and as hereafter amended from time to time) or hereafter enacted or imposed, pertaining to health, safety, Hazardous Materials, or

environmental protection, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.* (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Oil Pollution Act of 1990, 33 U.S.C. § 2701, *et seq.* (“OPA”); the Resources Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.* (“RCRA”); the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 6901, *et seq.*; the Toxic Substance Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; and each comparable state law (and any amendments thereto), including but not limited to the Texas Water Code, Texas Health & Safety Code (including but not limited to the Solid Waste Disposal Act, TEX. HEALTH & SAFETY CODE ANN. § 361.001, *et seq.*), Texas Natural Resources Code; Landlord’s Tariffs; or any other applicable Legal Requirement.

“Event of Default” has the meaning ascribed to it under Section 17.01.

“Force Majeure” means: (a) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots or civil disturbances; (b) labor disputes, strikes, work slowdowns, or work stoppages; (c) orders or judgments of any (i) federal, state, or local court; or (ii) administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon; (d) power failure and outages requiring evacuation of the Leased Premises; and (e) any other similar cause or event, provided that the foregoing is beyond the reasonable control of the party claiming Force Majeure.

“Hazardous Materials” means any flammables, explosives, radioactive materials, hazardous waste, petroleum products or other hydrocarbons, chemicals, toxic substances or related materials, including all substances regulated under, defined as, listed, or determined to be “hazardous wastes,” “hazardous substances,” “hazardous materials,” “toxic substances” or “solid wastes” in or pursuant to an Environmental Law or in the rules or regulations implementing any Environmental Law, or which has been or shall be determined at any time by any agency or court to be regulated under any Environmental Law, or which requires remediation or investigation under any Environmental Law.

“Impositions” means (a) all real estate, personal property, rental, water, sewer, transit, use, occupancy and other taxes, assessments, charges, excises, and levies that are imposed upon or with respect to (i) the Leased Premises, any portion thereof, or the waterways, or sidewalks, streets, or alley ways adjacent thereto, or the ownership, use, occupancy or enjoyment thereof, or (ii) this Lease and the Rent payable hereunder; and (b) all charges for any easement, license, permit, or agreement maintained for the benefit of the Leased Premises, including without limitation the security charges as set forth in Section 8(b).

“Landlord’s Tariffs” means those rates, rules, regulations, policies, and tariffs issued, adopted, amended, and reissued by Landlord from time to time as specified in Exhibit “D”; except that to the extent any applicable Landlord’s Tariffs also include rates or tariffs directly related to liquid bulk throughput, Tenant shall be excepted from such rates or tariffs, and only such rates and tariffs outlined within this Lease shall apply.

“Lease Year” means any year of the Term, beginning on the Lease Commencement Date or

Operations Commencement Date (as applicable) or each anniversary of thereof.

“Legal Requirements” means any and all of the following, including all future amendments, revisions, restatements, and updates thereto: (a) any federal, state, or local laws, statutes, judicial decisions, orders, injunctions, decrees, writs, rulings, rules, regulations, promulgations, directives, permits, certificates, mandates, or common law in effect on the date hereof (and as hereafter amended from time to time) of any governmental authority in any way applicable to Tenant, the Leased Premises, including zoning, environmental, utility conservation, or security matters; (b) without limiting the foregoing, the Pipeline Safety Act, 49 U.S.C. § 60101, *et seq.*, the Natural Gas Act, 15 U.S.C. § 717 *et seq.*, the Code of Federal Regulations, Title 49 “Transportation,” part 192 or 195, and the Gas Pipeline Safety Rules, Railroad Commission of Texas, Gas Division, as applicable; (c) without limiting the foregoing, CERCLA, the Solid Waste Disposal Act, the Texas Health and Safety Code Ch. 361, Texas Water Code, Section 26.121, and 40 CFR Section 261.3; (d) Landlord’s Tariffs; (e) insurance requirements; (f) Environmental Laws; (g) security requirements, including security plans, policies, procedures, rules, regulations, or directives established by the Landlord or by any governmental authority that has regulatory jurisdiction over the Landlord, Tenant, the Leased Premises, or any facility owned or operated by Landlord; (h) requirements for safe navigation of waters within and adjoining Landlord’s property, specifically including any such directives or orders by the United States Coast Guard and the United States Army Corps of Engineers; and (i) other documents, instruments, or agreements (whether written or oral) relating to the Leased Premises or to which the Leased Premises may be bound or encumbered. For the purposes of this Lease, the term “Legal Requirements” shall refer to all existing Legal Requirements, any amendments thereto, and all Legal Requirements that may come into effect in the future.

“Marine Construction Permit” means Landlord’s permit governing the terms of Tenant’s construction of all marine structures within the Houston Ship Channel and certain tributary waterways, currently in the form set forth on Exhibit “E.”

“Pipeline License” means Landlord’s agreement governing the terms of Tenant’s installation of pipelines within Landlord’s Property (but for the purposes of this Lease, excluding the Leased Premises), currently in the form set forth on Exhibit “F.”

“Pipeline Specifications” has the meaning set forth in Exhibit “G.”

“Removable Property” has the meaning ascribed to it in Section 6.04.

“Taking” means the taking, damaging, or destroying of all or any portion of the Leased Premises by or on behalf of any governmental authority or any other person or entity pursuant to its power of eminent domain. “Total Taking” shall mean any Taking of all or substantially all of the Leased Premises, or of so much of the Leased Premises that the portion remaining cannot, as agreed by Landlord and Tenant, in their good faith judgment reasonably exercised, be economically restored. “Partial Taking” shall mean any Taking of less than all of the Leased Premises such that the portion remaining can, as agreed by Landlord and Tenant, in their good faith judgment reasonably exercised, be economically restored.

“Tenant’s Improvements” means: (a) any improvements included or attached to the Leased

Premises, including without limitation the Pipeline; (b) the improvements agreed to in writing by Landlord after execution of this Lease and made by Tenant, as set forth in any As-Builts; and (c) all alterations, improvements, and additions to and replacements of the improvements described in (a) and (b) of this definition. Tenant Improvements shall not include any improvements which are not permanently attached or affixed to the Leased Premises and which are removable.

“Transfer” means (a) an assignment (direct or indirect, absolute or conditional, by operation of law or otherwise) by Tenant of all or any portion of Tenant’s interest in this Lease or the Leased Premises, (b) a sublease of all or any portion of the Leased Premises; or (c) the grant or conveyance by Tenant of any concession or license within the Leased Premises. Further, the following constitutes a Transfer for the purposes of this Lease:

(a) if Tenant is a corporation, (1) the merger, consolidation, or dissolution of Tenant, or (2) a Change of Control;

(b) if Tenant is a partnership having one or more corporations as general partners, then (a) above applies to each corporation as if the corporation alone had been the tenant hereunder; and

(c) if Tenant is a general or limited partnership, limited liability partnership, limited liability company, joint venture, or other form of association, a Change of Control.

Notwithstanding the above,

(a) the direct assignment or sublease of all or any portion of Tenant’s interest in this Lease or the Leased Premises or the grant or conveyance by Tenant of any concession or license within the Leased Premises to a parent, sibling, subsidiary, otherwise closely related entity (*e.g.*, a joint venture or similar arrangement in which Tenant or its affiliates hold a material stake), or other entity under the control of Alinda or

(b) an assignment of all or any portion of Tenant’s interest in this Lease or the Leased Premises to a parent, subsidiary, sibling, otherwise closely related entity, or other entity under the control of Alinda by (1) transfer of the ownership or power to vote a majority of Tenant’s or Tenant’s general partner’s voting stock or the ownership interests in Tenant or (2) the restructuring of Tenant or its parent, siblings, subsidiaries, or other closely related entities

does not constitute a Transfer under this Lease, if and only if:

(y) 60 days in advance of the date on which Tenant proposes to make the transaction, Tenant gives notice to Landlord: (1) reasonably describing and documenting the terms of such proposed sublease, assignment, transfer, or restructuring; (2) identifying the proposed Transferee (if applicable); and (3) demonstrating with sufficient detail that the proposed Transferee (if applicable) or the Tenant as restructured has sufficient creditworthiness (such creditworthiness as subjectively and reasonably determined by Landlord unless such documents provided to Landlord demonstrate that the Transferee, if applicable, has total assets and net worth equal to or more than that of Tenant immediately prior to such Transfer) of to undertake the obligations of this Lease and

(z) there is no Change of Control (i) as between Tenant and such Transferee (if applicable) in connection therewith or (ii) of Tenant in connection with such restructuring.

“Transferee” means the assignee, sublessee, pledgee, concessionee, licensee, or other transferee of all or any portion of Tenant’s interest in this Lease, the leasehold estate created by this Lease, or the Leased Premises.

2. Leased Premises. Subject to the provisions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises.

2.01. Reversion of Unused Premises. On the 10-year anniversary of the Lease Commencement Date, Tenant shall give Landlord notice of any portion of the Leased Premises which it has not developed and which remains unused as of such date (the “Unused Premises”). The Unused Premises shall revert to Landlord, with no further action on the part of Landlord or Tenant, and shall not be considered a part of the Leased Premises. Tenant shall not be entitled to any refund, rebate, deduction, or offset in connection with the Unused Premises. The minimum forty-foot setback from Tenant’s developed track will not be included in any Unused Premises. The boundary line of any Unused Premises shall be perpendicular to either the Jacintoport slip or the Houston Ship Channel. Any Unused Premises shall be evidenced by a mutually agreed property description which shall thereafter become a part of this Lease to reflect that such property is not a part of the Leased Premises.

3. Term.

3.01. Term. The Term of this Lease shall commence on the Lease Commencement Date and (subject to earlier termination as herein provided) shall expire at 11:59 p.m. prevailing Central Time on September 30, 2043.

3.02. Tenant’s Termination Rights During the Feasibility Period.

(a) Landlord grants to Tenant the right to terminate the Lease during the Feasibility Period as provided below.

(b) Provided that there shall not have occurred and be continuing any Event of Default under this Lease at such time, Tenant may exercise its right to terminate the Lease by giving Landlord written notice (the “Feasibility Termination Notice”) at any time on or before 60 days prior to the end of the Feasibility Period. Such termination shall thereupon take effect no later than 60 days thereafter.

(c) If Tenant fails to timely give Landlord the Feasibility Termination Notice, then Tenant shall conclusively be deemed to have waived its right as provided in this section to terminate the Lease, which shall continue in full force and effect.

(d) In no event shall Tenant be entitled to any credit or refund of Rent if Tenant terminates the Lease as provided above.

4. Occupancy and Use of the Leased Premises

4.01. Permitted Use and Related Covenants; Continuous Operation.

(a) Tenant shall occupy and use the Leased Premises solely for the Permitted Use and in

strict compliance with all Legal Requirements. No change may be made in the Permitted Use, to the Pipeline as set forth in the Pipeline Specifications, or in the Bulk Liquids handled on the Leased Premises without prior written approval of the Landlord.

(b) Tenant shall commence operations of Tenant's Improvements on the Operations Commencement Date.

(c) Tenant agrees to carry out its obligations set forth in Exhibit "H."

(d) Tenant shall continuously maintain the Leased Premises open and available and in operation for business, in accordance with the Permitted Use during business hours as established by Tenant from time to time, subject to temporary suspensions of normal business hours as a result of Force Majeure events or as reasonably deemed necessary by Tenant to complete construction, repair, replacement, and maintenance activities.

4.02. Specifically Prohibited Use. Tenant shall not (a) use, occupy, or permit the use or occupancy of the Leased Premises or use Landlord's other property appurtenant to the Leased Premises for any purpose or in any manner which is or may be, directly or indirectly, (1) inconsistent with the requirements of Section 4.01, (2) violative of any of the Legal Requirements, (3) dangerous to life, health, the environment, or property, or a public or private nuisance, or (4) disruptive to the activities of any other user, tenant, or occupant of property adjacent to the Leased Premises, or (5) not in conformance with the As-Builts and applicable design and use specifications, including without limitation the Pipeline Specifications; (b) commit or permit to remain any waste to the Leased Premises; or (c) commit, or permit to be committed, any action or circumstance in or about the Leased Premises which, directly or indirectly, would or could justify any insurance carrier in canceling the insurance policies maintained by Tenant or Landlord on the Leased Premises or Tenant's Improvements.

4.03. MS4 Permit. Notwithstanding the terms of any storm water permit Tenant may have, Tenant must comply with all requirements of Landlord's Municipal Separate Storm Sewer System (MS4) permit, including but not limited to, participating in training, best management practices, investigations, and audits.

4.04. Hazardous Materials.

(a) Except for Hazardous Materials that fall within the Permitted Use of the Lease and are identified on Exhibit "I" or any subsequent amendment thereto (the "Excepted Hazardous Materials"), Tenant shall not cause or permit any Hazardous Materials to be generated, treated, stored on or about the Leased Premises, or transferred to the Leased Premises, in contravention of Landlord's Tariffs or any other Legal Requirement. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all Legal Requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment.

(b) Tenant shall not use (i) Hazardous Materials that are not Excepted Hazardous Materials; (ii) Excepted Hazardous Materials in quantities that exceed the preapproved quantities set forth in Exhibit "I" or any amendment thereto; or (iii) Excepted Hazardous Materials in a manner that is inconsistent with the Permitted Use (an "Unpermitted Use") without Landlord's prior written consent as set forth herein. Tenant shall request Landlord's consent as to any Unpermitted Use not less than 60 days prior to the date

on which Tenant is requesting that the Unpermitted Use be allowed. Subject to the cure provisions set forth in subsection (c) below, Tenant's failure to obtain Landlord's prior written consent as set forth in this subsection (b) shall constitute an Event of Default as set forth in 17.01(b).

(c) If Tenant has committed an Event of Default as set forth in Section 4.04(b) above, Tenant may cure its default as follows: (A) discontinue its Unpermitted Use **immediately** upon receipt of Landlord's notice of default and (B) either (i) forgo the Unpermitted Use indefinitely or (ii) within **three Business Days** of its receipt of Landlord's notice of default, submit to Landlord a proper written request for a change in Tenant's Permitted Use or the use of the Hazardous Material(s). Landlord shall have 60 days to review and either approve or deny Tenant's request. In the event that Landlord has not communicated its approval of such change to Tenant within 60 days after the request, then such request shall be deemed denied without prejudice.

(d) In the event of any escape, release, or discharge of Hazardous Materials from or within the Leased Premises or from the Pipeline or Tenant's operations, whether or not it causes damage or destruction to persons or property, and whether or not any Legal Requirements are violated, Tenant shall at its sole cost and expense:

(1) immediately notify Landlord and confirm such notification in writing within 24 hours after such escape, release, or discharge of Hazardous Materials. The notice shall state the location and duration of the escape, release, or discharge and the nature of the Hazardous Materials involved;

(2) timely report any such escape, release, or discharge to the appropriate local, state, and/or federal environmental authorities as required by applicable regulation or law;

(3) promptly commence and diligently perform to completion all Environmental Cleanup required as a result of such escape, release, or discharge of Hazardous Materials; and

(4) in the event that the surface or subsurface of the Leased Premises is subsequently discovered to be contaminated with any Hazardous Materials as a result of the use hereunder of the Leased Premises, whether or not it causes damage or destruction to persons or property and whether or not any Legal Requirements are violated, Tenant shall (i) notify Landlord within 24 hours after becoming aware of such contamination, release, or discharge of Hazardous Materials, which notice shall state the location and duration of the escape, release, or discharge and the nature of the Hazardous Materials involved and (ii) promptly commence and diligently perform to completion all relevant Environmental Cleanup of such contamination.

(e) No Environmental Cleanup performed by Tenant pursuant to this Lease shall unreasonably interfere with current or future uses of the Leased Premises or other property of the Landlord. Upon notice from Landlord of such interference, Tenant shall promptly minimize such interference, regardless of the time period elapsed between the start of the Environmental Cleanup and the Landlord's notice of interference.

(f) If Tenant fails to perform or complete the Environmental Cleanup, Tenant shall have a continuing obligation to conduct the Environmental Cleanup upon the earliest of (i) its discovery of such failure or (ii) Landlord's request (regardless of the time period elapsed between the termination of this License and Port's request to conduct the cleanup); or Landlord may (at its option) conduct the

Environmental Cleanup, regardless of the time period elapsed between the termination of this Lease and Landlord's request to conduct the Environmental Cleanup, on the terms provided in Section 4.07(d).

4.05. Notification of Potential Liability Triggering Events. Within 24 hours of receipt, Tenant shall notify and provide Landlord with copies of all notices, demands, lawsuits, or other correspondence from any federal, state, or local governmental agency or private party with respect to the Lease relating, but not limited to, the following:

- (a) the violation of any federal, state, or local statute or regulation;
- (b) the loss of any operating permit;
- (c) any enforcement action undertaken by any federal, state, or local governmental agency or any private party;
- (d) the institution of any lawsuit by any governmental entity or any private party; or
- (e) the service of a potentially responsible party demand letter from any private or governmental party.

Tenant shall **immediately** notify and provide Landlord with such notices in the event of an emergency in connection therewith.

4.06. Dust Control Measures. Tenant agrees to take all necessary measures to control dust on the Leased Premises and to ensure compliance with statutes, rulings, rules, regulations, promulgations, directives, permits, certificates, or ordinances of any governmental authority that relate to air quality, provided that Tenant shall have no responsibility under this Section for the creation and control of dust on adjacent property and its migration onto the Leased Premises.

4.07. Consequences of Tenant's Violation of Environmental Legal Requirements.

(a) Tenant's violation of Legal Requirements pertaining to environmental matters or environmental requirements ("Environmental Legal Requirements") that may expose the Landlord to fines or penalties as the owner of the Leased Premises shall be considered an "Event of Default" of Section 17.01, afford the Landlord all remedies described in Section 17.02, and obligate Tenant to pay immediately all fines and penalties levied against the Landlord that are attributable, in any way, to the actions of the Tenant.

(b) Notwithstanding the notice and cure provisions of Sections 17.01 and 17.02, in the event of Tenant's repeated (two or more) material violations of any Environmental Legal Requirements, the Landlord may, in its sole determination, terminate this Lease or Tenant's right to possession of the Leased Premises upon 24 hours' notice and be afforded the remedies of Section 17.02. Notice given pursuant to this Section may be given by telephone, by certified mail, return receipt requested, in person, via e-mail, or by facsimile transmission to the Tenant at the Tenant's general notice address listed in Section 20.09.

(c) In Landlord's sole and absolute discretion, it may elect to hold Tenant solely responsible, financially and otherwise, for any cleanup, repair, or similar action required by any governmental or quasi-governmental agency as a result of any release, storage, transport, generation, abandonment, or disposal of Hazardous Materials or other materials subject to environmental regulation by the Tenant and

its employees, agents, or contractors. Landlord and Landlord's representatives are authorized to enter the Leased Premises at any time to inspect the cleanup or repair. Tenant shall keep Landlord apprised of all efforts to perform the cleanup or repair the Leased Premises and shall provide Landlord with copies of all correspondence, reports, and other documents pertaining to the environmental violation and the resulting cleanup and/or repair within 48 hours of Tenant's preparation or receipt of such documentation. Tenant shall immediately provide Landlord with such documentation in the event of an emergency in connection therewith.

(d) If Landlord gives notice to Tenant to take action to comply with Environmental Legal Requirements, and Tenant fails to take such action within the time specified by Landlord, Landlord shall have the right, but not the obligation, to perform the action required to comply with the Environmental Legal Requirements at the sole cost and expense of the Tenant, and Landlord shall be entitled to recover all costs and expenses incurred as a result of such performance as Rent by delivering an invoice to Tenant pursuant to Section 5.03. Notice given pursuant to this Subsection shall be given by telephone, by certified mail, return receipt requested, in person, via e-mail, or by facsimile transmission to the Tenant at the Leased Premises, in addition to notice by telephone, in person, via e-mail, or by facsimile transmission to the Tenant's environmental and safety matters contact listed in Section 20.09. Any performance by Landlord pursuant to this Section shall not constitute a waiver of Landlord's rights, remedies, or recourses in connection with Tenant's failure to take any required action.

4.08. Consequences of Tenant's Violation of Security Legal Requirements. Tenant's violation of Legal Requirements pertaining to security matters or security requirements ("Security Legal Requirements"), in addition to being considered an "Event of Default" as described in Section 17.01 and affording the Landlord the remedies described in Section 17.02, shall be treated in the following manner:

(a) Tenant shall immediately pay all fines and penalties levied against the Landlord as owner of the Leased Premises that are attributable, in any way, to the actions of the Tenant.

(b) If Tenant fails to take the action(s) required to comply with Security Legal Requirements, and such failure to take action continues for 12 hours after Tenant has received notice from Landlord to take such action, Landlord shall have the right, but not the obligation, to perform the action required to comply with the Security Legal Requirements at the sole expense of the Tenant and to recover all costs or expenses incurred as a result of such performance as Rent by delivering an invoice to Tenant pursuant to Section 5.03. Notice given pursuant to this Section shall be given by telephone, by certified mail, return receipt requested, in person, via email, or by facsimile transmission to the Tenant at the Leased Premises, in addition to notice by telephone, in person, via e-mail, or by facsimile transmission to the Tenant's security contact listed in Section 20.09(e). Any performance by Landlord pursuant to this Section shall not constitute a waiver of Landlord's rights, remedies, or recourses in connection with Tenant's failure to take any required action. Notwithstanding the foregoing, a failure of Tenant to resolve the action or reimburse Landlord for its action within 30 days after receiving notice from Landlord shall constitute an Event of Default.

5. Rent.

5.01. Base Rent. In consideration of Landlord's leasing the Leased Premises to Tenant, Tenant shall pay to Landlord the Base Rent as follows:

(a) Tenant shall pay the Feasibility Period Base Rent each year during the Feasibility Period. Feasibility Period Base Rent shall be due and owing on or before the Lease Commencement Date and on each anniversary date thereafter, through the earlier of (1) the Construction Commencement Date or (2) four years from Lease Commencement Date.

(b) Tenant shall pay the Construction Phase Base Rent each year during the Construction Period. Construction Phase Base Rent shall be due and owing upon the Construction Commencement Date and on each anniversary date thereafter, through the earlier of (1) the Operations Commencement Date or (2) four years from the Lease Commencement Date. Landlord shall credit against the first annual payment of Construction Phase Base Rent in an amount equal to the Feasibility Period Base Rent, multiplied by a fraction, the numerator of which shall be 365 minus the days remaining in the Lease Year during which the Construction Period commenced (x), and the denominator of which shall equal 365 [credit = Feasibility Period Base Rent $\times \frac{(365-x)}{365}$].

(c) Tenant shall pay the Operations Phase Base Rent monthly from the Operations Commencement Date through the balance of the Term, as adjusted pursuant to the definition of the Operations Phase Base Rent.

5.02. Additional Rent. Tenant shall pay to Landlord any and all rates, charges, and amounts called for and provided to be paid to Landlord under Landlord's Tariffs, as defined herein ("Additional Rent").

5.03. Payment of Rent. Except as otherwise expressly provided in this Lease, all Base Rent shall be due and payable in advance monthly installments on the first day of each calendar month during the Term, the Additional Rent shall be due and payable in accordance with Landlord's Tariffs or as otherwise provided herein, and all other amounts provided for under this Lease to be paid by Tenant shall be deemed Rent due and payable within 10 days after Landlord provides Tenant with a correct written invoice therefor. Rent shall be paid to Landlord at its address for notice or to such other person or at such other address as Landlord may from time to time designate in writing. Rent shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction, or offset.

5.04. Delinquent Payments and Handling Charge. All Rent and other payments required of Tenant hereunder shall bear interest from the date due until the date paid at the rate of interest specified in Section 20.15. In no event, however, shall the charges permitted under this Section 5.04, Section 20.15, or elsewhere in this Lease, to the extent any or all of the same are considered to be interest under applicable law, exceed the maximum rate of interest allowable under applicable law.

5.05. Prepaid Rent, Security Deposit, and As-Built Deposits.

(a) Tenant shall pay the Security Deposit to Landlord on or before commencement of the Construction Period, as security for the full and timely performance by Tenant of its obligations under this Lease.

(b) Landlord may apply any or all of the Security Deposit or any installment of Rent hereunder towards the payment of any sum or the performance of any obligation that Tenant was obligated, but failed, to pay or perform under the Lease. Without limiting the generality of the foregoing, upon the expiration or earlier termination of the Term, Landlord shall not be obligated to return the

Security Deposit until Tenant surrenders the Leased Premises to Landlord in accordance with Section 19 and Landlord may apply the Security Deposit or any installment of Rent hereunder to restore the Leased Premises to the condition required under Section 19.

(c) Tenant shall pay the As-Built Deposit to Landlord on or before commencement of the Construction Period, as security for the full and timely performance by Tenant of its obligations under this Lease in connection with the As-Built. In the event of any construction hereunder in addition to the Construction Work, Tenant shall pay an additional As-Built Deposit to Landlord on or before commencement of such construction, as security for the full and timely performance by Tenant of its obligations under this Lease to provide Landlord with the As-Built for such construction. Each As-Built Deposit shall be fully refundable to Tenant after Tenant's compliance with its As-Built obligations to Landlord as set forth in Section 6.10, and Landlord shall return the applicable As-Built Deposit to Tenant within 30 days of its receipt of Tenant's As-Built.

(d) Neither the Security Deposit nor the As-Built Deposit shall be considered an advance payment of Rent by Tenant or a measure of or a limit to Landlord's damages upon an Event of Default.

(e) Landlord is entitled to commingle the Security Deposit, any prepaid Base Rent, and any As-Built Deposit with its other funds, and Landlord is not obligated to pay to Tenant interest on the Security Deposit, prepaid Base Rent, or any As-Built Deposits.

6. Construction, Ownership, and Operation of Tenant's Improvements.

6.01. Notices Regarding Construction and Operation of Tenant's Improvements.

(a) All rights and responsibilities of obtaining the necessary approvals to begin the Construction Period lie with Tenant. Tenant acknowledges and accepts that the determination of the navigational requirements by the Houston Pilots Association (the "Pilots Association") is a final determiner of navigational feasibility and that other regulatory approvals may be required in order to begin the construction contemplated by this Article. The Port Commission of the Port of Houston Authority (the "Port Commission") has regulatory power over the Pilots Association, but relies solely and independently on the Pilots Association for navigational safety. Tenant acknowledges and agrees that under no circumstances will a decision by the Pilots Association or any other local, state, or federal governmental or regulatory entity or agency other than Landlord or the Port Commission be imputed to Landlord such that a decision of nonfeasibility by any other such entity or agency would be deemed a decision of Landlord.

(b) No later than 30 days prior to its commencement of construction and installation of Tenant's Improvements as required for Tenant to conduct the Permitted Use on the Leased Premises (the "Construction Work"), Tenant shall notify Landlord in writing of the date the Construction Work shall commence (the "Construction Commencement Date"). No later than 30 days following its completion of the Construction Work, Tenant shall notify Landlord in writing of the date that the Construction Work was completed.

(c) No later than 30 days prior to commencement of its operations of Tenant's Improvements on the Leased Premises, Tenant shall notify Landlord in writing of the date it shall commence operations on the Leased Premises (the "Operations Commencement Notice").

6.02. Obligation to Construct Tenant's Improvements. Provided Tenant has not exercised its termination rights as set forth in Section 3.02, Tenant shall, at Tenant's sole cost and expense, carry out the Construction Work in a good and workmanlike manner and in accordance with plans and specifications approved in writing in advance by Landlord and in compliance with all applicable Legal Requirements, the requirements set forth in Exhibits "G" and "H," and any Dredged Material Placement Agreement and Marine Construction Permit (collectively, the "Additional Requirements") and otherwise in the manner and according to the terms and conditions set forth in this Section 6. The Construction Work shall be diligently pursued and completed no later than September 30, 2018; provided however, if the Construction Work has been diligently pursued but not completed on or before September 30, 2018, Tenant may elect to complete such Construction Work and commence paying the Operations Phase Base Rent monthly beginning October 1, 2018 with October 1, 2018 being the Operations Commencement Date in accordance with Section 5.01(c) above.

6.03. Conditions to the Construction Work. On or before 75 days prior to the Construction Commencement Date, Tenant shall comply with all the following conditions or obtain Landlord's written waiver of the condition or conditions set forth in such waiver.

(a) Tenant shall deliver for Landlord's approval preliminary construction plans and specifications. The preliminary plans and specifications shall be prepared by an engineer licensed to practice in the State of Texas and include such items as specified in the Additional Requirements. Landlord's approval or disapproval shall be communicated within 30 days from Landlord's receipt of same and given in the manner provided in this Lease for notices. Landlord shall give Tenant written specification of any objections Landlord may have to the preliminary plans and specifications. Following Landlord's first or any subsequent disapproval, Tenant shall submit, within 30 days thereafter, revised preliminary plans and specifications correcting any items disapproved by Landlord.

(b) Tenant shall prepare final working plans and specification (the "Plans and Specifications") conforming to the preliminary plans and specifications approved by Landlord, submit them to the appropriate government agencies for approval, and promptly and diligently obtain such approval and any other approval by appropriate government agencies required for commencement of the Construction Work, including such approvals as set forth in the Additional Requirements.

(c) Tenant shall deliver evidence to Landlord of all approvals required by appropriate governmental agencies, including such approvals as set forth in the Additional Requirements, of the Plans and Specifications and for the commencement of the Construction Work within 10 days following receipt of each such approval.

6.04. Changes in Plans. Any material changes in the Plans and Specification (as provided below) shall be approved by Landlord. Landlord's approval or disapproval shall be communicated within 30 days from Landlord's receipt of same and given in the manner provided in this Lease for notices. Landlord shall give Tenant written specification of any objections Landlord may have to the proposed changes to the Plans and Specifications. Following Landlord's first or any subsequent disapproval, Lessee shall either continue the Construction Work according to the Plans and Specifications as previously approved, or submit, within 30 days thereafter, proposed changes to the Plans and Specifications correcting any items disapproved by Landlord. Changes in work or materials not affecting the character of the improvements or the Permitted Use, and which amount to less than a five percent (5%) change in

construction costs, or changes to the Plans and Specifications made to comply with the requirements of a governmental agency in connection with issuance of any approval of the Plans and Specifications or commencement of the Construction Work, shall not be considered material and need not be approved by Landlord, but a copy of the Plans and Specifications reflecting such changes shall be delivered to Landlord within 10 days after such changes are made to the Plans and Specifications. In any event, the requirements of Landlord's Marine Construction Permitting and Pipeline Licenses shall not be included to provide for any changes to plans and specifications without advance prior approval.

6.05. All Work on Written Contract. All Construction Work shall be performed only by competent contractors, tradesmen, or vendors, duly licensed as may be required by the laws of the State of Texas, and shall be performed pursuant to written contracts with such contractors, tradesmen, or vendors. Each such contract with a contractor or tradesman shall provide that the final payment under the contract due to the contractor or tradesman shall be an amount equaling at least 10% of the full amount payable under the contract and shall not be paid until the settlement and discharge of all liens of record claimed by persons who supplied labor or materials in connection with the Construction Work or the posting of such lien release bonds as required by law in order to discharge all such liens. If Tenant acts as its own general contractor with respect to the Construction Work, Tenant hereby guaranties that all such Construction Work shall be performed to completion and that any and all liens of record claimed by persons who supplied labor or materials in connection with the Construction Work shall be discharged prior to final payment to such contractor, tradesman, or vendor. The failure of Tenant to secure the release of liens of record in connection with the Construction Work shall constitute an Event of Default.

6.06. Performance and Lien Bonds. Any contractor engaged by Tenant to perform any services in connection with the Construction Work shall furnish to Tenant, at its own expense at the time of entering into a contract with Tenant for such services:

(a) a bond issued by a corporate surety authorized to issue surety insurance in Texas in an amount equal to One Hundred percent (100%) of the contract price payable under the contract, securing the faithful performance by the contractor of its contract with Tenant, and naming Landlord as a beneficiary of such bond; and

(b) a bond issued by a corporate surety authorized to issue surety insurance in Texas in an amount equal to One Hundred percent (100%) of the contract price payable under the contract, securing the payment of all claims for the performance of labor or services or the furnishing of materials for, the performance of the contract, and naming Landlord as a beneficiary of such bond.

Tenant shall deliver copies of such bonds to Landlord within 10 days of receipt thereof, and in any event prior to commencement of the Construction Period. If Tenant performs its own contractor services, the bonding requirements of this Section shall apply to Tenant as if it was a third-party contractor.

6.07. Laborers and Mechanics. Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold Landlord and the Leased Premises harmless and free from any liens, claims, encumbrances, or judgments created or suffered by Tenant.

6.08. Hazardous Materials Testing. Tenant shall test all fill used in the Construction Work, or in construction of any other Tenant's Improvements, for the presence of Hazardous Materials and shall

not in any event use fill that contains Hazardous Materials. Tenant shall provide a copy of all test results to Landlord within 48 hours of receipt of the results. Tenant shall immediately provide Landlord with such test results in the event of an emergency in connection therewith.

6.09. Permits. Tenant shall obtain and maintain in effect at all times during the Term all permits, licenses, and consents required or necessary for (a) the construction, installation, maintenance, use, and operation of Tenant's Improvements and (b) Tenant's use and occupancy of and operations at the Leased Premises.

6.10. As-Builts.

(a) Within 120 days following (1) completion of the Construction Work, including the Pipeline and (2) construction or alteration of an existing Tenant's Improvements on the Leased Premises, including any pipeline, Tenant, at its sole cost and expense, shall furnish Landlord with an "As-Built" thereof. Without limiting the foregoing, such As-Builts shall show the location of Tenant's Improvements referenced to property lines, corners, or other accepted survey monuments located on the Leased Premises or other Landlord real property.

(b) Upon the Landlord's request, Tenant shall promptly provide to the Landlord such location and construction information for the Pipeline as is reasonably available to Tenant, until such time as the As-Builts described above are completed.

6.11. Alterations. Tenant shall not make, or permit to be made, any alteration, improvement, or addition to, or install, or permit to be installed, any fixture or equipment in or on the Leased Premises without the prior written consent of Landlord.

6.12. Additional Tenant's Improvements. If constructing or installing any other improvements on the Leased Premises in addition to the Construction Work, Tenant shall construct and install such Tenant's Improvements as required hereunder for the Construction Work.

6.13. Ownership and Removal of Improvements.

(a) Tenant's Improvements, including Tenant's Improvements constructed in connection with the Construction Work, are the property of Tenant through and until the termination of this Lease, whether by expiration of the Term or by early Termination as otherwise set forth herein, at which such time such Tenant's Improvements shall become the property of Landlord without necessity of any further documentation or instrumentation required to effect such transfer of ownership. Notwithstanding the foregoing, at Landlord's election, any Tenant's Improvements shall be (1) surrendered with the Leased Premises as part thereof at the expiration or earlier termination of the Term, without any payment, reimbursement, or compensation to Tenant or (2) except for Tenant's Improvements constructed in connection with the Construction Work, removed by Tenant at the expiration or earlier termination of the Term, at Tenant's sole cost and expense.

(b) Notwithstanding the foregoing, Tenant shall not remove any Tenant's Improvements or any of the improvements to (or constituting a part of) the Leased Premises without the prior written consent of Landlord.

(c) Tenant shall remove the portions of Tenant's Improvements designated by Landlord to be

removed pursuant to clause (2) of Section 6.13(a) and all of Tenant's property not attached to (or constituting a part of) the Leased Premises (collectively, the "Removable Property") upon the expiration or earlier termination of the Term; and Tenant shall repair all damage to the Leased Premises caused by such removal.

(d) If Tenant fails to remove the Removable Property by the expiration or earlier termination of the Term, then, at Landlord's election, (1) Tenant's rights, title and interest in and to such Removable Property shall be vested in Landlord (without the necessity of executing any conveyance instruments) or (2) Landlord shall be entitled to remove and store such Removable Improvements as specified in Section 19.01 hereof.

6.14. Condition of Leased Premises. Tenant acknowledges that Tenant has independently and personally inspected the Leased Premises and that Tenant has entered into this Lease based upon such examination and inspection. Tenant accepts the Leased Premises in its present condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" (other than the warranty of quiet enjoyment under Section 16 hereof); specifically (without limiting the generality of the foregoing) without any warranty of (a) the nature or quality of any construction, structural design, or engineering of any improvements currently located at or constituting a portion of the Leased Premises; (b) the quality of the labor and materials included in any such improvements; (c) the soil and environmental conditions existing at the Leased Premises; or (d) the suitability of the Leased Premises for any particular purpose or use. Landlord shall not be required to make any improvements to the Leased Premises or to repair any damages to the Leased Premises.

6.15. Repair, Maintenance, and Clean-Up. Tenant shall maintain the Leased Premises at all times during the Term in a good, clean, safe, operable, and well-kept condition and shall not commit or allow to remain any waste or damage to any portion of the Leased Premises. Tenant shall comply with and implement all corrective actions recommended in any audit performed by Landlord regarding Tenant's compliance with the terms of this Lease ("Compliance Audit") and within the time specified in the Compliance Audit, or within such other reasonable time agreed to by Landlord and Tenant.

7. Security, Rail Service, Utilities, and Environmental Work.

7.01. Security.

(a) Tenant shall, at its sole cost and expense, provide security and security related improvements to the Leased Premises, and conducts its operations as required by, the U.S. Coast Guard ("Coast Guard"), U.S. Customs and Border Patrol ("CBP"), Landlord, or other governmental entity, and shall cooperate with all such entities and Landlord with respect to homeland security matters. Tenant shall permit Landlord to make any improvements to the Leased Premises as are required by Landlord. Tenant shall, at all times, comply with all Landlord and other applicable security laws, rules, and regulations, including, without limitation: (i) all access requirements; (ii) all applicable security requirements, including without limitation, the Maritime Transportation Security Act of 2002, the SAFE Port Act of 2006, and the regulations promulgated there under; and (iii) the federal Transportation Worker Identification Credential ("TWIC") Program.

(b) Without limiting any of Tenant's responsibilities and obligations under Section 7.01(a), Tenant shall, at its sole cost and expense: (1) file a Facilities Security Plan ("FSP") with and obtain approval from the Coast Guard in accordance with 33 C.F.R. Parts 101 and 105; (2) designate a Facilities Security Officer; (3) pay its pro rata share of the costs and expenses of the CARE Terminal operator's staffing and operation of the terminal security gate; (4) maintain in good repair the guardhouse and all security fences on or around the Leased Premises; (5) promptly perform all necessary maintenance and repairs on all security-related improvements at the Leased Premises; and (6) conduct all operations in accordance with Tenant's FSP.

(c) Additionally, Tenant shall be obligated as follows:

(1) Confidentiality and Non-Disclosure Agreement. Upon the request of Landlord, Tenant shall sign a confidentiality and non-disclosure agreement in form and substance satisfactory to Landlord relating to security, security plans and procedures, security equipment, security access requirements, and other safety or security information pertaining to Landlord or its properties (including without limitation, the Leased Premises).

(2) Photographs, Drawings, and Other Information. Tenant shall not take photographs or make drawings, sketches, other representations, lists or notes of, or other information relating to, Landlord's property (other than the Leased Premises) without Landlord's prior consent. If, notwithstanding the foregoing, any such items are made or information taken, Tenant shall immediately notify Landlord, all such items and information (including any and all copies and other reproductions thereof) shall be given immediately to and become the exclusive property of Landlord, and Tenant shall otherwise keep same confidential and not disclose them or allow their access to any other person without the express prior written consent of Landlord.

(3) Compliance with TWIC Program. Tenant shall comply with the TWIC Program and all requirements and regulations thereof and all other federal security regulations, including any changes or amendments thereto that may be made from time to time and further including without limitation the differing requirements at each maritime security (MARSEC) level. Tenant shall at all times conduct its operations in accordance with Tenant's FSP as approved by the Coast Guard.

(4) **INDEMNIFICATION.** In addition to any other indemnities given by Tenant under this Lease, Tenant shall INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS from any failure of Tenant and its employees, agents, contractors, vendors, suppliers, business invitees, and any other persons under its control, supervision, or direction, to observe such TWIC regulations and other security regulations and access requirements and the requirements of this section, and TENANT SHALL FULLY REIMBURSE LANDLORD FOR ANY DAMAGES, FINES, FEES OR PENALTIES ON ACCOUNT OF SUCH FAILURE.

(d) Rights and Remedies Cumulative. The rights of Landlord and duties and indemnifications of the Tenant in this Section 7.01 are cumulative and in addition to such other rights and remedies of Landlord for default or violation of Tenant's duties under this Lease or Tenant's indemnities hereunder.

(e) Terminal Security Agreement. Tenant acknowledges that upland access to the Leased Premises is through CARE Terminal. Accordingly, Tenant shall use its best efforts to enter into an agreement to provide certain security services (the "Terminal Security Agreement") with the operator of

CARE Terminal no later than the end of the Feasibility Period. The Terminal Security Agreement shall provide for Tenant's share of the cost of terminal security for CARE Terminal and the Leased Premises provided by the operator of the CARE Terminal. In the event that Tenant fails to do so, Landlord shall determine such share, the terms for Tenant's payment thereof, and the other terms of such Terminal Security Agreement in its sole and absolute discretion, and the Lease shall be deemed amended to incorporate such provisions.

7.02. Rail Service. Tenant may, at its sole cost and expense, provide for railroad services for the Leased Premises. Tenant shall be responsible for all costs and charges incurred for railroad services and agrees to pay all costs and charges promptly as they accrue and to protect, indemnify, and hold Landlord harmless from and against any and all liability for any such costs and charges. To the extent Landlord provides any such services to the Leased Premises or pays the cost for any such services, Tenant shall pay to Landlord the cost of such services as Rent upon receiving an invoice pursuant to Section 5.03.

7.03. Utilities. Tenant shall, at its sole cost and expense, provide for the servicing of the Leased Premises with any utilities or similar services used in or on the Leased Premises. Tenant shall be responsible for all costs and charges incurred in providing utility services and shall pay all such costs and charges promptly as they accrue, and protect, indemnify and hold Landlord harmless from and against any and all liability for all such costs and charges. To the extent Landlord provides any such services to the Leased Premises or pays the cost for any such services, Tenant shall pay to Landlord the cost of such services as Rent upon receiving an invoice pursuant to Section 5.03.

7.04. Additional Environmental Work and Training Requirements. Tenant shall provide written notice to Landlord prior to beginning any work regulated by Environmental Law on the Leased Premises, including, but not limited to: (a) removing, adding, or relocating soil; (b) creating, draining, or filling water areas; and (c) discharging solid or liquid materials onto the Leased Premises. Tenant shall not perform any such work without the prior written consent of Landlord. Tenant's highest ranking operations executive shall attend at least three Landlord environmental awareness training classes per calendar year during each Lease Year, or such other minimum number as may be mandated at such time by Landlord for and as applicable to all tenants.

8. Impositions.

(a) During the Term, Tenant shall pay or cause to be paid any Impositions 10 days prior to the date they become due. Impositions that are payable by Tenant for the tax year in which Lease Commencement Date occurs as well as during the year in which the Term ends shall be apportioned so that Tenant shall pay its proportionate share of the Impositions payable for such periods of time. When any Imposition that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such Imposition in installments as and when each installment becomes due. Tenant shall deliver to Landlord evidence of payment of all Impositions Tenant is obligated to pay, concurrently with the making of each payment. Tenant shall, within 60 days after payment of any Imposition, deliver to Landlord copies of the receipted bills or other evidence reasonably satisfactory to Landlord showing such payment.

(b) Without limiting the forgoing, Tenant shall pay any Impositions as provided in Section 7.01(e) in connection with the Terminal Security Agreement.

9. Transfer by Tenant.

9.01. General. Tenant shall not effect or suffer any Transfer without the prior written consent of Landlord, which consent shall not be unreasonable withheld. Any attempted Transfer without such consent shall be void and of no effect. If Tenant desires to effect a Transfer, it shall deliver to Landlord written notice of the proposed Transfer in advance of the date on which Tenant proposes to make the Transfer, together with all of the terms of the proposed Transfer, and the identity of the proposed Transferee. Landlord shall have 120 days following final receipt of the notice and all information within which to notify Tenant in writing whether Landlord elects (a) to refuse to consent to the Transfer and to continue this Lease in full force and effect as to the entire Leased Premises or (b) to permit Tenant to effect the proposed Transfer. The consent by Landlord to a particular Transfer shall not be deemed a consent to any other Transfer. If a Transfer occurs without the prior written consent of Landlord as provided in this Section 9.01, Landlord may nevertheless collect rent from the Transferee and apply the net amount collected to the Rent, but such collection and application shall not constitute a waiver of the Lease provisions or a release of Tenant from the further performance of its obligations under this Lease. Approval of a request by Tenant to effect a Transfer under this Section shall not be unreasonably withheld.

9.02. Conditions. The following conditions shall automatically apply to each Transfer, without being stated in or referred to in Landlord's written consent:

(a) Tenant shall execute, have acknowledged, and deliver to Landlord, and cause the Transferee to execute, have acknowledged, and deliver to Landlord, an instrument in form and substance acceptable to Landlord in which (1) the Transferee adopts this Lease and assumes and agrees to perform, jointly and severally with Tenant, all of the obligations of Tenant, as to the space transferred to it; (2) the Transferee grants Landlord an express first and prior contract lien and security interest in its improvements located upon and property brought into the transferred premises to secure its obligations to Landlord hereunder; (3) Tenant subordinates to Landlord's statutory lien, contract lien, and security interest any liens, security interests, or other rights which Tenant may claim with respect to any property of the Transferee; (4) Tenant agrees with Landlord that, if the rent or other consideration due by the Transferee exceeds the Rent for the transferred space, then Tenant shall pay Landlord all such excess rent and other consideration immediately upon Tenant's receipt thereof; (5) the Transferee agrees to use and occupy the transferred space solely for the Permitted Use and otherwise in strict accordance with this Lease; and (6) Tenant acknowledges and agrees in writing that, notwithstanding the Transfer, Tenant remains directly and primarily liable for the performance of all the obligations of Tenant (including, without limitation, the obligation to pay all Rent), and Landlord shall be permitted to enforce this Lease against Tenant or the Transferee or both of them without prior demand upon or proceeding in any way against any other persons; and

(b) Tenant shall deliver to Landlord a counterpart of all instruments relative to the Transfer executed by all parties to the transaction (except Landlord).

9.03. Liens. Without in any way limiting the generality of the foregoing, Tenant shall not grant, place, or suffer or permit to be granted, placed, or suffered against all or any part of the Leased Premises or Tenant's leasehold estate created hereby, any lien, security interest, pledge, conditional sale contract, claim, charge, or encumbrance (whether constitutional, contractual, or otherwise), and if any of the aforesaid does arise or is asserted, Tenant shall promptly upon demand by Landlord and at Tenant's sole cost and expense, cause same to be released.

10. Access by Landlord.

10.01. General Access. Provided there is no unreasonable interruption to Tenant's business operations on the Leased Premises, Landlord and its employees, contractors, agents, and representatives ("Landlord's Designees"), shall have the right (upon at least 24 hours' prior notice to Tenant for non-emergency situations) to enter the Leased Premises (a) to inspect the Leased Premises; (b) to show the Leased Premises to prospective tenants, during the six months prior to the end of the term or at any time upon default of the Lease; (c) to determine whether Tenant is performing its Lease obligations, including its performance of any Compliance Audit and, if Tenant is not, to perform them at Landlord's option and Tenant's sole expense; or (d) for any other purpose deemed reasonable by Landlord. In an emergency situation, Landlord and Landlord's Designees may enter the Leased Premises outside of normal business hours and use any means to enter into the Leased Premises without incurring any liability.

10.02. Right of Access. Entry into the Leased Premises by Landlord or Landlord's Designees for any permitted purpose shall not constitute a trespass or an eviction (constructive or otherwise) or entitle Tenant to any abatement or reduction of Rent, or constitute grounds for any claim (and Tenant hereby waives any claim) for damages for any injury to or interference with Tenant's business, for loss of occupancy or quiet enjoyment, or for consequential damages. Tenant expressly waives any and all claims for damages specified in this Section that may result from entry into the Leased Premises by Landlord or Landlord's Designees

11. Insurance.

(a) Tenant, at its sole cost and expense, shall obtain and maintain throughout the Term the following policies of insurance:

(1) Property Insurance, including boiler and machinery coverage, on any improvements to or constituting a part of the Leased Premises with sufficient limits to provide coverage for the Full Insurable Value thereof. Coverage shall be written on an "all risks" basis and contain a reconstruction cost endorsement or similar provision. Landlord shall be named as the Loss Payee. "Full Insurable Value" shall mean actual reconstruction value. Full Insurable Value shall be confirmed from time to time (but not more frequently than the policy renewal dates) at the request of Landlord, by one of the insurers or, at the option and cost of Landlord by a firm specializing in property valuations for insurance purposes.

(2) Commercial General Liability (CGL) coverage, including premises operations, independent contractors, products and completed operations hazards, personal injury, bodily injury, blanket contractual liability coverage applicable to all liability, indemnity, and hold harmless provisions assumed under this Lease, explosion, collapse and underground hazards, and broad form property damage occurring in or about the Leased Premises, for \$1,000,000 per occurrence and a 12-month aggregate policy limit of \$2,000,000. Such coverage shall also include, unless provided under other coverages, Landing Owner's Legal Liability/Wharfowner's Liability applicable to third-party vessels in Tenant's care, custody or control, Terminal Operator's Legal Liability applicable to the third-party goods of others in the Tenant's care, custody or control, Sudden and Accidental Pollution Coverage, and Tankerman's liability coverage unless provided elsewhere.

(3) Wharfinger and Warehouse Operator's Legal liability insurance up to maximum

level of exposure.

(4) Business Automobile liability insurance (for automobiles used by Tenant), including employer's owned, non-owned and hired/leased auto coverage) with \$1,000,000 combined single limit per occurrence or accident for bodily injury and property damage, covering all owned, non-owned, hired and/or rented automotive equipment for bodily injury and/or property damage.

(5) Excess liability insurance, including excess protection and indemnity, excess collision, excess sudden and accidental pollution, excess employer's liability and maritime employer's liability, excess comprehensive general liability, excess marine liabilities, and excess automobile liability insurance with limits of not less than the highest maximum levels of a combination of primary and excess insurance maintained by Tenant, its parents, subsidiaries, or affiliated entities, but in no event in combinations of primary and excess coverage which would be less than \$150,000,000 per occurrence.

(6) Workers' Compensation insurance with statutory limits in accordance with the laws of the State of Texas and Employer's Liability coverage with limits of \$1,000,000 for each person, each occurrence and aggregate, and U.S. Longshore & Harbor Workers' Act coverage, if exposure exists, and coverage for voluntary compensation and occupational disease, and the following endorsements: borrowed servant or alternate employer endorsement, naming Landlord as the alternate employer and stating that an action brought against the Landlord under the theory of "borrowed servant" or "alternate employer" or any similar theory will be treated as a claim against Tenant, and maritime employers liability endorsement, including transportation, wages, maintenance and cure, unless otherwise provided hereunder.

(7) Such other policy or policies of insurance as Landlord may reasonably require.

(b) Each policy or an endorsement thereto, except those for worker's compensation and employer's liability, shall name the Landlord and its commissioners, officers, employees, agents, and other legal representatives as additional insureds, as to all applicable coverage with respect to operations and activities of, or on behalf of, the named insured performed hereunder, and shall not exclude from coverage the sole negligence of the additional insureds. If any such policy is written as "claims made" basis, then it shall provide a two-year extended reporting period.

(c) The Tenant's workers' compensation and employers' liability policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Landlord, its commissioners, officers, employees, agents, and other legal representatives.

(d) Each policy must contain an endorsement that such policy is primary insurance to any other insurance or self-insurance available to the Landlord, but only to the extent of the liabilities assumed hereunder by Tenant, with respect to claims arising hereunder. No "other insurance" provision shall be applicable to the Landlord by virtue of having been named an additional insured or loss payee under any policy of insurance.

(e) Tenant shall be entitled to purchase and maintain the insurance required under this subsection under so-called "blanket policies," provided the coverage there under is at least at the levels contained herein and is otherwise adequate and in keeping with prudent underwriting standards.

(f) The issuer of each policy shall have an A.M. Best Tenant financial rating of not less than A- (or a similar rating by a comparable service) and be licensed and admitted to do business in the state of Texas, or be placed with Lloyds Underwriters or another financially sound insurance carrier agreeable to Landlord.

(g) Tenant shall assume and bear any claims or losses to the extent of deductible amounts and waives any claim it may ever have for the same against the Landlord and its commissioners, officers, employees, agents, and other legal representatives in respect of any covered event, but only to the extent of the liabilities assumed hereunder by Tenant.

(h) Landlord shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by Landlord, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies).

(i) If Tenant fails to maintain the insurance, or fails to secure and maintain the endorsements, required under this Section 11, Landlord may obtain such insurance, and Tenant shall pay the premiums therefore; however, procuring of said insurance by Landlord is an alternative to other remedies Landlord may have, and is not the exclusive remedy for failure of Tenant to maintain said insurance or secure such endorsement.

(j) Prior to the Lease Commencement Date, Tenant shall provide proof of insurance, in a manner acceptable to Landlord and in accordance with the laws of the State of Texas, reflecting that the terms of this Section 11 have been met. Notwithstanding the proof of insurance requirements set forth in this subsection, Tenant, throughout the Term, continuously and without interruption, shall maintain in force the required insurance coverage set forth in this section.

(k) Upon Landlord's request, Tenant shall provide Landlord with a current proof of insurance, in a manner acceptable to the Landlord, from each contractor, tradesman, or vendor operating within the Leased Premises. Proof of insurance shall set forth the types and levels of insurance currently maintained by such parties and shall, to the extent reasonably practicable, be consistent with the requirements of this Section 11.

(l) Nothing contained in this section shall be construed as limiting or defining the obligations of Tenant as set forth elsewhere in this Lease.

12. Indemnity and Release.

12.01. Indemnity. Subject only to the proportionate responsibility and liability allocation provisions set forth in Section 12.02 and in supplement and addition to Tenant's other obligations hereunder, Tenant shall **INDEMNIFY, DEFEND** (upon the Landlord's request), **and HOLD HARMLESS** Landlord, as well as Landlord's commissioners, officers, directors, partners and employees (collectively with Landlord, the "Landlord Indemnitees") from and against all claims, lawsuits, actions, proceedings, losses, costs, damages, injuries, assessments, fines, penalties, liens, reasonable and attorneys' fees and court costs, or awards of any kind or nature whatsoever, including any loss of or damage to Landlord's real or personal property or its business operations (regardless of whether a third

party asserts a claim) and the loss of or damage to any property or injury to or death of any person asserted by any person, firm, governmental agency, or corporation whomsoever (including, without limitation, Tenant and its employees, invitees, and contractors and subcontractors or their employees and Landlord's employees, invitees and tenants, and contractors and subcontractors or their employees, including survivors claiming under the wrongful death statute) that relate to, arise out of, or are otherwise connected with (a) any injuries to or death of any person occurring on or by reason of the person's presence within the Leased Premises; (b) any activities, operations or omissions of or on behalf of Tenant (or one of its contractors, subcontractors, and/or their employees) on the Leased Premises; (c) any violation of any Legal Requirement or the imposition of any obligation to protect health or the environment, including the violation of any environmental regulatory law or regulation; or (d) the escape, release, migration, explosion, burning, inhalation of, or exposure to any Hazardous Materials located on or originating from the Leased Premises or Tenant's operations thereon, (collectively, "Liabilities" and/or "Liability"). **Subject only to Section 12.02, the term Liability or Liabilities includes Liabilities arising from Landlord Indemnitees' own past, present, or future negligence or strict liability, including Liabilities under CERCLA, RCRA, the Texas Water Code, the Texas Health and Safety Code, or any other state or federal strict liability law or regulation.**

12.02. Limitation. If either (i) an agreement between the Landlord and Tenant (or their respective insurers) is reached, or (ii) a final, non-appealable judgment or order is issued by a judicial, regulatory, or arbitral body or authority with proper jurisdiction over the subject matter in question is rendered holding that Landlord Indemnitees were liable for a Liability, the indemnity obligations of Tenant under Section 12.01 and the release obligations of Tenant under Section 12.03 shall be limited to the remaining percentage(s) of the Liability not attributable solely to Landlord Indemnitees' negligence.

12.03. Release. Subject only to the proportionate responsibility and liability allocation provisions set forth in Section 12.02, Tenant hereby **RELEASES** Landlord Indemnitees from and **ASSUMES FOR ITSELF** all Liabilities. Notwithstanding anything to the contrary contained herein, Tenant hereby further **WAIVES** any claims against and **RELEASES** Landlord Indemnitees from (and **ASSUMES FOR ITSELF**) all Liabilities and other claims, causes of actions, losses, costs, damages or injuries of every kind that are caused by, arise out of or in connection with, or are related to (a) any lapse in or failure to provide security by Landlord Indemnitees or other persons; (b) acts of terrorism, vandalism, theft, burglary or other criminal acts, war, acts of God, fire, explosion, or flood; (c) other Force Majeure conditions; or (d) the condition, repair, replacement, maintenance, damage, destruction (or other casualty, including fire), or relocation of the Leased Premises.

12.04. Procedures. Within 30 days after its receipt of notice of possible Liabilities, Tenant shall assume and control the defense of such Liabilities at its expense. A delay in tendering the defense of such Liabilities shall not affect or limit Landlord Indemnitees' rights of indemnity under this Lease. Counsel selected by Tenant pursuant to this Section shall be subject to the approval (such approval not to be unreasonably withheld, delayed, or conditioned) of Landlord. However, Landlord may elect to defend any possible Liabilities if Landlord, in good faith, determines that there is a conflict of interest (or a reasonable likelihood for a conflict of interest) between any of the parties involved in the Liabilities (e.g., if the respective negligence of the parties hereto is at issue). Under such circumstances, Landlord may elect to defend any such Liabilities on Landlord Indemnitees' behalf. Likewise, if Tenant elects not to defend against any such Liabilities on behalf of Landlord Indemnitees, then it shall promptly so notify Landlord and, in such event, Landlord shall thereupon be entitled, at its option, to assume and control the

defense of such Liabilities through counsel of its choice. In the event that either Tenant does not elect to conduct the defense or Landlord chooses to control its own defense as provided in this Section, then within 60 days of receiving a request for payment or reimbursement, Tenant shall pay the reasonable costs and expenses of such defense, including attorneys' fees, if and to the extent required under this Lease, and Tenant shall reasonably cooperate with Landlord in such defense. Notwithstanding anything in this Lease, if Tenant is controlling the defense of Liabilities, Landlord may participate in such defense with counsel of its choice at its own expense. Tenant may not settle any Liabilities being defended on behalf of Landlord Indemnitees without the prior written consent of Landlord, such consent not to be unreasonably withheld, delayed, or conditioned.

12.05. Survival. This Section 12 shall survive the cancellation, termination, or expiration of the Term of this Lease.

13. Casualty Loss.

13.01. Obligation to Restore.

(a) If all or any part of the improvements located on (or constituting a part of) the Leased Premises are destroyed or materially damaged by any casualty during the Term, following Landlord's prior written consent, Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the improvements to the condition in which the destroyed or damaged portion existed prior to the casualty. Tenant shall perform such restoration with at least as good workmanship and quality as the improvements being restored, and in compliance with the provisions of Section 6. Notwithstanding the foregoing provisions of this subsection (a) to the contrary, if all of such improvements are wholly destroyed by any casualty, or are so damaged or destroyed that, in the agreement of Landlord and Tenant, in an exercise of their good faith judgment reasonably exercised, it would be uneconomical to cause the same to be restored (such mutual determination to be made by Landlord and Tenant within 90 days after the date the casualty occurred), then Tenant shall not be obligated to restore such improvements and this Lease shall terminate as of the date of the casualty. If Landlord and Tenant cannot agree as to whether it would be economical to commence a restoration of the Leased Premises and/or improvements within 90 days after the date of the occurrence of such casualty, then Landlord and Tenant shall select a mutually acceptable third-party mediator to resolve the dispute, and the parties agree to be bound by the decision of such mediator.

(b) If a casualty loss affecting the Leased Premises occurs, all insurance proceeds arising from policies maintained by Tenant for the damages arising from such casualty shall be distributed and paid directly to Landlord and Tenant as their interest may appear. If Landlord and Tenant have agreed pursuant to Subsection (a) above not to complete a restoration of the Leased Premises, and such incompleteness results in the early termination of this Lease, then all insurance proceeds arising from policies maintained by Tenant for the damages arising from such casualty shall be distributed and paid directly to Landlord, and Landlord shall distribute such insurance proceeds to Tenant to the extent necessary to reimburse Tenant for the costs incurred by Tenant in restoring the damaged Leased Premises in satisfaction of this Section 13.01, and any balance of such proceeds remaining after such restoration is complete shall be retained by (and shall be the property of) Landlord.

13.02. Notice of Damage. Tenant shall immediately notify Landlord of any destruction of or damage to the Leased Premises.

14. Condemnation.

14.01. Total Taking. If a Total Taking of the Leased Premises occurs, then this Lease shall terminate as of the date the condemning authority takes lawful possession of the Leased Premises and Landlord and Tenant shall be entitled to receive and retain the Award for the Taking of the Leased Premises as their interests may appear, provided this Section 14.01 shall not apply if Landlord is the condemner in such Total Taking. Landlord's consent to a Total Taking shall not constitute an action of Landlord to act as a condemner. In the event of a Total Taking, Tenant shall have no further obligation to pay Base Rent or any other payment hereunder.

14.02. Partial Taking. If a Partial Taking of the Leased Premises occurs, (i) if Landlord and Tenant, in a reasonable exercise of its business judgment mutually agree and so elect, this Lease shall continue in effect as to the portion of the Leased Premises not Taken, and (ii) following Landlord's prior written consent, Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the remainder of Tenant's Improvements located in (or constituting a part of) the Leased Premises to an economically viable unit with at least as good workmanship and quality as existed prior to the Taking. In the event of a Partial Taking of the Leased Premises, Landlord and Tenant shall be entitled to receive and retain the Award for the portion of the Leased Premises Taken, as their interests may appear. In addition, upon a Partial Taking, the Base Rent payable during the remainder of the Term (after the condemning authority takes lawful possession of the portion Taken) shall be reduced proportionally giving due regard to the relative value of the portion of the Leased Premises Taken as compared to the remainder.

(a) If, within 90 days after the date of a Partial Taking of the Leased Premises, Landlord and Tenant cannot agree as to whether to continue the Lease in effect as to the portion of the Leased Premises not taken, then Landlord and Tenant shall select a mutually acceptable third-party mediator to resolve the dispute. The parties shall be entitled to present such evidence, including, but not limited to, expert testimony to such mediator, for the purpose of determining whether the Tenant is able to use the Leased Premises not taken for the business purposes intended by this Lease. In the event a settlement or agreement is not reached by the parties as a result of the mediation, the parties agree that the mediator's decision and/or recommendation may be used as admissible evidence in the condemnation or any other proceedings or actions in which the parties may appear with respect to the dispute regarding continuation of the Lease under this Section 14.02.

14.03. Notice of Proposed Taking. Tenant and Landlord shall immediately notify the other of any Proposed Taking of any portion of the Leased Premises.

14.04. Channel Condemnation. Tenant acknowledges that approximately 3.13 acres of submerged lands, which constitute a portion of the Leased Premises, may be subject to Taking by the U.S. Army Corps of Engineers ("Corps") for future dredged maintenance, channel operations, or navigational needs. If such Taking occurs, Tenant understands that it will not be entitled to any deduction, abatement, or offset of Rent on account of such Taking.

15. Security Interest. As security for Tenant's payment of Rent and performance of all of its other obligations under this Lease, Tenant grants to Landlord a lien on and security interest in all property of Tenant now or hereafter placed in, added to, or constituting a part of the Leased Premises. This Section shall constitute a security agreement under the Uniform Commercial Code of the State of Texas, entitling

Landlord, as secured party, to all of the rights, remedies, and recourses afforded to a secured party under such Uniform Commercial Code, which rights, remedies, and recourses shall be cumulative of all other rights, remedies, recourses, liens, and security interests afforded Landlord by law, equity, or this Lease. Tenant agrees to execute and deliver, as debtor, promptly upon request and without any compensation or consideration being payable to Tenant, such additional financing statements or other statements as Landlord may request. However, Landlord may at any time file a copy of this Lease as a financing statement. Upon request from Tenant, which request shall not be unreasonably withheld, delayed, or denied, and upon payment by Tenant of Landlord's administrative fee then in effect for such additional documentation, Landlord shall execute a consent to subordination of Landlord's lien as so required by current or subsequent lender of Tenant.

16. Quiet Enjoyment. Tenant, on paying the Rent and all other sums due under the Lease and performing all of its other obligations under the Lease, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises during the Term subject to the provisions of this Lease.

17. Default by Tenant.

17.01. Events of Default. Each of the following occurrences shall constitute an "Event of Default" by Tenant under this Lease:

(a) The failure of Tenant to pay Rent as and when due and the continuance of such failure for a period of five (5) days thereafter.

(b) The failure of Tenant to perform, comply with, or observe any other agreement, obligation, or undertaking of Tenant, or any other term, condition or provision, in this Lease, and the continuance of such failure for a period of 10 days after written notice from Landlord to Tenant specifying the failure; provided, however, that if the failure cannot reasonably be cured within the 15-day time period and the default is nonmonetary, Landlord may consent to an extension of the 10-day period, such consent not to be unreasonably withheld, and Tenant shall diligently pursue curing of the failure to completion within the time period consented to by Landlord. Landlord agrees to abate its remedies for Tenant's nonmonetary default for a period of time not to exceed 90 days so long as Tenant is proceeding expeditiously within the required time period to cure its default and has kept Landlord timely informed as to its progress and actions taken to cure its default.

(c) The filing of a petition by or against Tenant (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under the Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, or any similar debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) to reorganize or modify Tenant's capital structure.

(d) The admission by Tenant in writing that it cannot meet its obligations as they become due or the making by Tenant of an assignment for the benefit of its creditors.

17.02. Remedies of Landlord. Upon any Event of Default, Landlord may, at Landlord's option and in addition to all other rights, remedies, and recourses afforded Landlord under the Lease or by law or equity, do any one or more of the following:

(a) Terminate this Lease by the giving of written notice to Tenant, in which event Tenant shall pay to Landlord upon demand the sum of (i) all Rent and other amounts accrued to the date of

termination, (ii) all amounts due under Section 17.03; and (iii) damages in an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a discount rate reasonably designated by Landlord minus (B) the then present fair rental value of the Leased Premises for such period.

(b) Terminate Tenant's right to possession of the Leased Premises without terminating this Lease by the giving of written notice to Tenant, in which event Tenant shall pay to Landlord upon demand (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under Section 17.03; and (iii) all Rent and other sums required to be paid by Tenant during the remainder of the Term, reduced by any net sums thereafter received by Landlord through reletting the Leased Premises during said period. Reentry by Landlord in the Leased Premises will not affect the obligations of Tenant for the unexpired Term. Landlord may bring action against Tenant to collect amounts due by Tenant on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term.

(c) Alter any and all security devices at the Leased Premises.

17.03. Payment by Tenant. Upon any Event of Default, Tenant shall also pay to Landlord all costs and expenses incurred by Landlord, including court costs and reasonable attorneys' fees, in (a) retaking or otherwise obtaining possession of the Leased Premises, (b) removing, and storing Tenant's or any other occupant's property, (c) repairing, restoring, altering or otherwise removing Tenant's Improvements, and returning the Leased Premises to its original condition, (d) reletting all or any part of the Leased Premises, (e) paying or performing the underlying obligation that Tenant failed to pay or perform; and (f) enforcing any of Landlord's rights, remedies, or recourses arising as a consequence of the Event of Default.

17.04. Reletting. Upon termination of this Lease or upon termination of Tenant's right to possession of the Leased Premises, Landlord may, but shall not be obligated to, attempt to relet the Leased Premises. If Landlord does elect to relet, Landlord may relet any portion or all of the Leased Premises, for such period, to such tenant, and for such use and purpose as Landlord, in the exercise of its sole discretion, may choose. Tenant shall not be entitled to receive any rent obtained by reletting that is in excess of the Rent amount.

17.05. Landlord's Right to Pay or Perform. If Tenant fails to perform or observe any of its covenants, agreements, or obligations for a period of 10 days after notice of its failure is given by Landlord, then in addition to all other rights of Landlord, Landlord shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements, or obligations which are asserted to have not been performed or observed at the expense of Tenant and to recover all such costs and expenses as Rent by delivering an invoice to Tenant pursuant to Section 5.03. Any performance or observance by Landlord pursuant to this Section 17.05 shall not constitute a waiver of Tenant's failure to perform or observe.

17.06. Injunctive Relief; Remedies Cumulative. Landlord may restrain or enjoin any Event of Default or threatened Event of Default by Tenant without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The rights, remedies, and recourses of Landlord for an Event of Default shall be cumulative and no right, remedy or recourse of Landlord, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other.

17.07. No Waiver; No Implied Surrender. Provisions of this Lease may not be waived orally or impliedly, but only by the party entitled to the benefit of the provision evidencing the waiver in writing. Thus, neither the acceptance of Rent by Landlord following an Event of Default (whether known to Landlord or not), nor any other custom or practice followed in connection with this Lease, shall constitute a waiver by Landlord of such Event of Default or any other Event of Default. Further, the failure by Landlord to complain of any action or inaction by Tenant, or to assert that any action or inaction by Tenant constitutes (or would constitute, with the giving of notice and the passage of time) an Event of Default, regardless of how long such failure continues, shall not extinguish, waive, or in any way diminish the rights, remedies and recourses of Landlord with respect to such action or inaction. No waiver by Landlord of any provision of this Lease or of any breach by Tenant of any Lease obligation shall be deemed to be a waiver of any other provision or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's consent to any subsequent act of Tenant.

No act or omission by Landlord (other than Landlord's execution of a document acknowledging such surrender) or Landlord's agents, including the delivery of the keys to the Leased Premises, shall constitute an acceptance of a surrender of the Leased Premises.

18. Defaults by Landlord. Landlord shall not be in default under this Lease, and Tenant shall not be entitled to exercise any right, remedy, or recourse against Landlord or otherwise as a consequence of any alleged default by Landlord under this Lease, unless and until Landlord fails to perform any of its Lease obligations and such failure continues for a period of ninety (90) days after Tenant gives Landlord written notice specifying, with reasonable particularity, the nature of Landlord's failure; provided, however, that if the failure cannot reasonably be cured within the ninety (90) day time period, Landlord shall not be in default if Landlord commences to cure the failure within the ninety (90) days and thereafter diligently pursues the curing to completion. If Landlord in curing its default is required to advertise for public bids for the work to complete such cure, then Landlord shall be deemed to have commenced curing upon commencement of preparation of specifications to be used in advertising public bids. If Landlord defaults under this Lease and, as a consequence of the default, Tenant recovers a money judgment against Landlord, the judgment shall be satisfied only out of, and Tenant hereby agrees to look solely to, the interest of Landlord in Tenant's Improvements as the same may then be encumbered, and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Tenant's Improvements. Tenant's remedies for a default by Landlord hereunder shall be limited to claims for damages, specific performance and injunctive relief; and in no event shall Tenant be entitled to rescind or terminate this lease or Tenant's obligations hereunder as a consequence of such default by Landlord. Landlord shall not be obligated to impose taxes or any special assessments to satisfy its obligations hereunder.

19. Right to Possession.

19.01. Surrender of Leased Premises.

(a) Upon the expiration or termination of the Term for whatever cause, or upon the exercise by Landlord of its right to re-enter the Leased Premises without terminating this Lease, Tenant shall immediately, quietly and peaceably surrender to Landlord possession of the Leased Premises in the condition and state of repair required under Section 6.15 and Tenant shall remove the Removable

Property in accordance with Section 6.13.

(b) If Tenant fails to surrender possession as required, Landlord may initiate any and all legal action as Landlord may elect to dispossess Tenant and all of its Removable Property, and all persons or firms claiming by, through or under Tenant and all of their Removable Property, from the Leased Premises, and may remove from the Leased Premises and store (without any liability for loss, theft, damage, or destruction thereto) any such Removable Property at Tenant's cost and expense.

19.02. Tenant at Sufferance. For so long as Tenant remains in possession of the Leased Premises after expiration or termination of the Term or exercise by Landlord of its re-entry right, Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all of the obligations of Tenant under this Lease, except that the daily Base Rent shall be twice the per day Base Rent in effect immediately prior to such expiration, termination, or exercise by Landlord. No such holding over shall extend the Term. If Tenant fails to surrender possession of the Leased Premises in the required condition, Landlord may, at Tenant's sole expense, restore the Leased Premises to such condition.

20. Miscellaneous.

20.01. Independent Obligations; No Offset. The obligations of Tenant to pay Rent and to perform other Lease obligations constitute independent unconditional obligations to be performed at the times specified in the Lease, regardless of any breach or default by Landlord. Tenant shall have no right, and Tenant hereby waives and relinquishes all rights which Tenant might otherwise have, to claim any nature of lien against the Leased Premises or to withhold, deduct from, or offset against any Rent or other sums to be paid to Landlord by Tenant.

20.02. Time of Essence. Time is of the essence with respect to each date or time specified in this Lease by which an event is to occur.

20.03. Applicable Law. This Lease shall be governed by the laws of the State of Texas, including the Texas Tort Claims Act, but excluding its conflict of laws provisions.

20.04. Assignment by Landlord. Landlord shall have the right to assign, in whole or in part, any or all of its rights, titles, or interests in and to the Leased Premises or this Lease and, upon any such assignment, Landlord shall be relieved of all unaccrued liabilities and obligations to the extent of the interest so assigned. Further, Landlord shall transfer any Security Deposits or As-Built Deposits retained under this Lease to Landlord's transferee, and such transferee shall be liable for the return of the Security Deposits or As-Built Deposits from the date the rights, title, or interest in and to the Leased Premises or this Lease is acquired by such Transferee.

20.05. Estoppel Certificates. From time to time at the request of Landlord, Tenant shall promptly and without compensation or consideration execute, have acknowledged, and deliver a certificate stating (a) the rights (if any) of Tenant to extend the Term or to expand the Leased Premises, (b) the Rent (or any components of the Rent) currently payable hereunder, (c) whether this Lease has been amended in any respect and, if so, submitting copies of or otherwise identifying the amendments, (d) whether, within the knowledge of Tenant after due investigation, there are any existing breaches or defaults by Landlord and, if so, stating the defaults with reasonable particularity, and (e) such other information pertaining to this Lease as Landlord may reasonably request.

20.06. Signs. Tenant shall not install any signs, placards, or other advertising or identifying marks upon the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant agrees to remove promptly and to the satisfaction of Landlord (at Tenant's sole cost and expense) upon the expiration or earlier termination of the Term any and all such signs, placards, or other advertising or identifying marks.

20.07. Relation of the Parties. It is the intention of the parties to create the relationship of landlord and tenant, and no other relation is hereby created. Nothing in this Lease shall be construed to make the parties partners or joint venturers or to render either party liable for any obligation of the other.

20.08. Public Disclosure. Landlord is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code Chapters 551 and 552), and is required to disclose to the public (upon request) this Lease and other information and documents relating to the consummation of the transactions contemplated hereby. Tenant agrees that the disclosure of this Lease or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Landlord as required by the Texas Open Meetings Act, Texas Public Information Act, or any other Legal Requirement shall not expose Landlord (or any party acting by, through or under Landlord) to any claim, liability, or action by Tenant.

20.09. Notices and Billing Address.

(a) All notices and other communications given pursuant to this Lease shall be in writing and shall either be mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, and addressed as set forth above; delivered in person (including by courier delivery) to the intended addressee; or sent by e-mail, telephonic facsimile, prepaid telegram, cable, or telex followed by a confirmatory letter. Notice mailed in the aforesaid manner shall become effective three Business Days after deposit with the United States Postal Service. Notice given by telephonic facsimile shall become effective upon the time and date of confirmed transmission. Notice given in any other manner and any notice given to Landlord shall be effective only upon receipt by the intended addressee, and the sender has sole responsibility for confirming that such receipt has occurred.

(b) For the purposes of general notice, the address of

Landlord shall be:

Port of Houston Authority
111 East Loop North
Post Office Box 2562
Houston, Texas 77252-2562
Attention: RD Tanner - Real Estate Director
E-mail: [REDACTED]

with a copy to (which alone shall not constitute notice):

Port of Houston Authority
111 East Loop North
Post Office Box 2562
Houston, Texas 77252-2562
Attention: Legal Department
E-mail: [REDACTED]

and

[REDACTED] Tenant shall be:
Houston Fuel Oil Terminal Company
1201 S. Sheldon Road
Houston, Texas 77015
Attn: Michael Mangan
Telephone: 281-452-3390
E-mail: [REDACTED]

with a copy to:

Arthur M. Nathan
Haynes and Boone, LLP
1221 McKinney, Suite 2100
Houston, Texas 77010-2007
E-mail: [REDACTED]
Facsimile: 713-236-5551

(d) For the purposes of billing, the address, contact person, and telephone number of Tenant shall be:

Houston Fuel Oil Terminal Company
1201 S. Sheldon Road
Houston, Texas 77015
Attn: Michael Mangan
Telephone: 281-452-3390
E-mail: [REDACTED]

(e) For security matters, the address, contact person, and telephone number of Tenant shall be:

Houston Fuel Oil Terminal Company
1201 S. Sheldon Road
Houston, Texas 77015
Attn: Michael Mangan
Telephone: 281-452-3390
E-mail: [REDACTED]

(f) For environmental and safety matters, the address, contact person, and telephone number of Tenant shall be:

Houston Fuel Oil Terminal Company
1201 S. Sheldon Road
Houston, Texas 77015
Attn: Michael Mangan
Telephone: 281-452-3390
E-mail: [REDACTED]

(g) Each party shall have the continuing right to change its address for notice by giving 15 days' prior written notice to the other party in accordance with this Section 20.09; provided, however, if Tenant vacates the location that constitutes its address for notice without changing its address for notice pursuant to this Section, then Tenant's address for notice shall be deemed to be its last address properly provided to Landlord, and Tenant waives any argument that notice issued to such address is improper if it has not given written notice of its change of address pursuant to this Section

20.10. Entire Agreement, Amendment, and Binding Effect. This Lease, its exhibits, addenda, and riders constitute the entire agreement between Landlord and Tenant concerning the subject matter herein, and all prior agreements between Landlord and Tenant relating to the Leased Premises that are not specifically incorporated in this Lease are terminated. This Lease may be amended only by a written document duly executed by Landlord and Tenant, and any alleged amendment which is not so documented shall not be effective as to either party. The provisions of this Lease shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors and assigns; provided, however, that this Section shall not negate, diminish, or alter the restrictions on Transfers applicable to Tenant set forth elsewhere in this Lease.

20.11. Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision of this Lease or its application to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by law.

20.12. Construction. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the term "includes" or "including" shall mean "including without limitation"; (d) the word "or" has the inclusive meaning represented by the phrase "and/or"; and (e) the words "hereof" or "herein" refer to this entire Lease and not merely the Section number in which such words appear. Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Any reference to a particular "Section" or "Subsection" shall be construed as referring to the indicated section of this Lease, if specifically enumerated; and if it is not specifically enumerated but preceded by the term "this," is construed as referring to the entirety of the section or subsection of this Lease in which such term appears.

20.13. Attorneys' Fees. If Landlord initiates any litigation against Tenant relating to this Lease,

and Landlord prevails in such litigation, then Landlord shall be entitled to recover, in addition to all damages allowed by law and other relief, all court costs and reasonable attorneys' fees incurred in connection with the litigation.

20.14. Brokers. Tenant warrants and represents to Landlord that it has not incurred or authorized any brokerage commission, finder's fees, or similar payments in connection with this Lease, and it agrees to defend, indemnify, and hold Landlord harmless from and against any claim for brokerage commission, finder's fees, or similar payment arising by virtue of authorization by, through, or under Tenant in connection with this Lease.

20.15. Interest on Tenant's Obligations. Any amount due from Tenant to Landlord which is not paid when due shall bear interest at the maximum rate allowed by law (or, if there is no maximum rate, at 20% per annum) from the date payment is due until paid, but the payment of interest shall not excuse or cure the default in payment.

20.16. Dollars. As used in this Lease, the symbol "\$" shall mean United States dollars, the lawful currency of the United States.

20.17. Authority. The person executing this Lease on behalf of Tenant personally warrants and represents unto Landlord that (a) Tenant is a duly organized and existing legal entity, in good standing in the State of Texas, (b) Tenant has full right and authority to execute, deliver, and perform this Lease, (c) the person executing this Lease on behalf of Tenant was authorized to do so, and (d) upon request of Landlord, such person shall deliver to Landlord satisfactory evidence of his or her authority to execute this Lease on behalf of Tenant.

20.18. Recording. Neither this Lease (including any exhibit) nor any memorandum shall be recorded without the prior written consent of Landlord.

20.19. Incorporation by Reference. All exhibits referred to herein and attached hereto or which from time to time may be referred to in or attached to any duly executed amendment of this Lease are by such reference incorporated herein and are deemed a part of this Lease as if fully set forth herein. Any exhibit incorporated herein may be adjusted without the necessity of formal amendment of this Lease. Upon adjustment of any exhibit, a revised exhibit shall be prepared and/or approved by Landlord and executed by the parties hereto. Each exhibit as of its effective date will be deemed part of this Lease at all times so long as it bears the signatures or initials of the authorized representatives of Landlord and Tenant.

20.20. Force Majeure. Landlord and Tenant shall be entitled to rely upon Force Majeure as an excuse for timely performance only as expressly provided and shall not be entitled to rely upon Force Majeure as an excuse for untimely performance unless the party seeking to rely on Force Majeure (a) uses its best efforts to overcome the effects of the event of Force Majeure; (b) gives written notice to the other party within five (5) days after the occurrence of the event, describing the event with reasonable particularity; (c) commences performance of its obligation immediately upon the cessation of the event; and (d) gives written notice to the other party within five (5) days after the cessation of the event, the other party of the date upon which the event ceased to constitute an event of Force Majeure. Notwithstanding any provision of this Lease, Tenant shall in no event and under no circumstances be entitled to rely upon Force Majeure as an excuse for its obligations under Sections 5, 11, and 12.


20.21. Interpretation. Both Landlord and Tenant and their respective legal counsel have reviewed and have participated in the preparation of this Lease. Accordingly, no presumption shall apply in favor of either Landlord or Tenant in the interpretation of this Lease or in the resolution of the ambiguity of any provision in the Lease.

20.22. Multiple Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

[EXECUTION PAGE FOLLOWS]

DATED this September 30, 2013.

HFOTCOLLC

By 
Name Shawn Reves
Title CEO

9/9
bill

PORT OF HOUSTON AUTHORITY OF HARRIS
COUNTY, TEXAS

By 
Real Estate Director

APPROVED AS TO FORM:

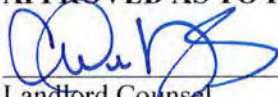

Landford Counsel

EXHIBIT "A"
LEASED PREMISES

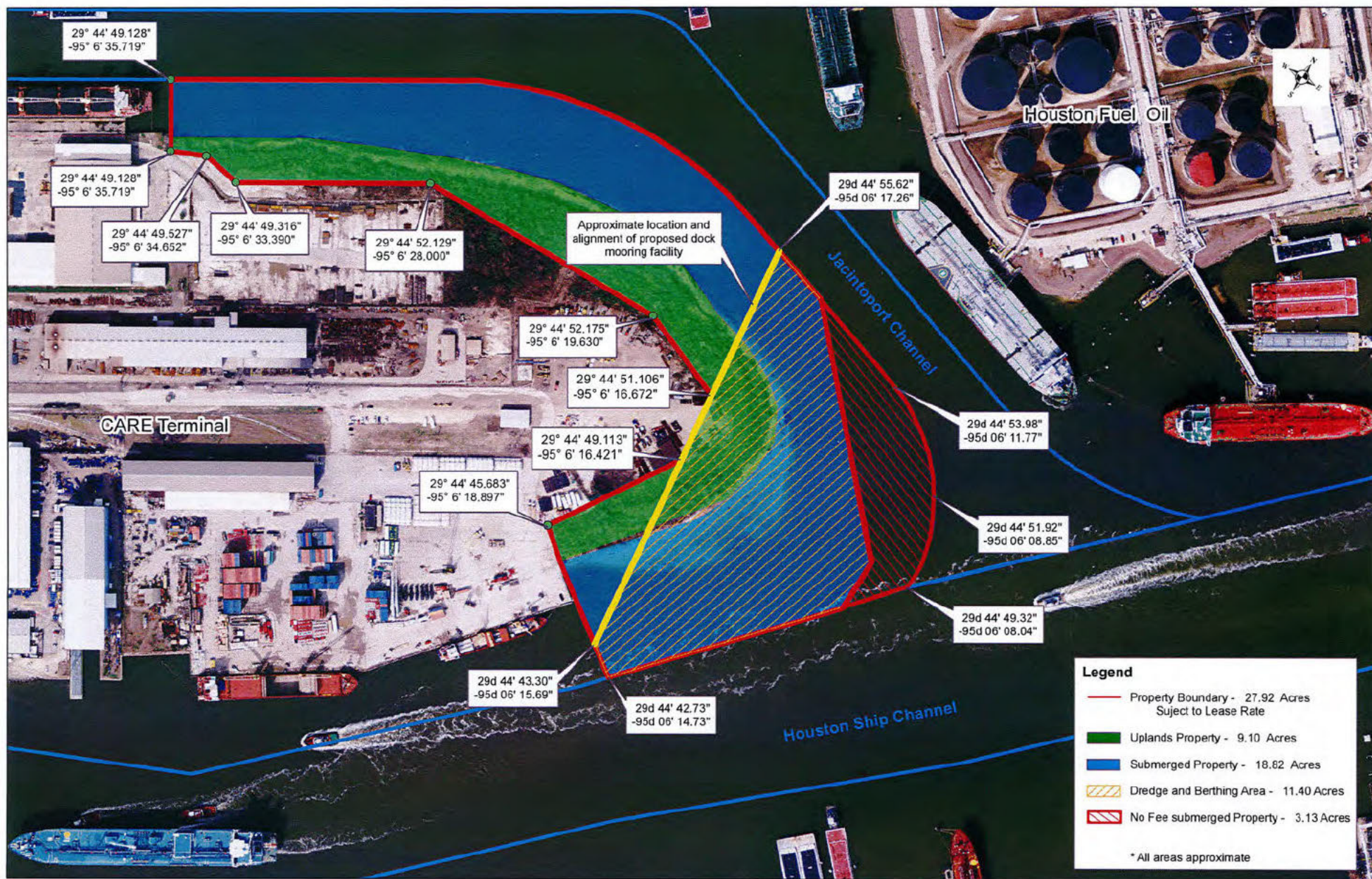


EXHIBIT 11 A

EXHIBIT "B"
BULK LIQUIDS

Acetal	Methyl Acetate
Acetone	Methyl Alcohol
Acetonitrile	Methyl Amyl Alcohol
Amyl Acetate	Methyl Butyrate
Amyl Alcohol	Methyl Cyclohexane
Butyl Acetate	Methyl Cyclopentane
Butyl Alcohol	Methyl Ethyl Ketone
Butyl Ether	Methyl Heptane
Butyl Formate	Methyl Hexane
Butyronitrile	Methyl Isoamyl Ketone
Cellosolves	Methyl Isobutyl Ketone
Cellosolve Acetates	Methyl Isopropyl Ketone
Chlorobenzene	Methyl Methacrylate
Crude Oil	Methyl Pentane
Crude Oil Condensates	Methyl Propionate
Cyclohexane	Methyl Propyl Ketone
Cyclohexene	Naphtha
Cyclopentane	Natural Gas Condensate
Cyclopentanol	Neohexane
Cyclopentanone	Octane
Cyclopentene	Octene
Diethyl Ketone	Propyl Acetate
Dipropyl Ketone	Propyl Alcohol
Ethyl Acetate	Propyl Formate
Ethyl Alcohol	Propyl Propionate
Ethyl Benzene	Refinery Petroleum Products containing less than 10 percent benzene
Ethyl Butyrates	Toluene
Ethyl Cyclohexane	Vinyl Acetate
Ethyl Cyclopentane	Varsol
Ethyl Formate	Xylene
Ethyl Hexane	
Ethyl Methacrylate	
Ethyl Pentane	
Ethyl Propionate	
Fuel Oil	
Gasoline	
Gasoline Additives	
Heptane	
Heptene	
Hexane	
Hexene	
Hexanone	
Isobutyl Acetate	
Isobutyl Alcohol	
Isobutyl Isobutyrate	
Isohexane	
Isooctane	
Isopropyl Acetate	
Isopropyl Alcohol	
Isopropyl Ether	
Mesityl Oxide	

EXHIBIT “C”
FORM OF DREDGED MATERIAL PLACEMENT AGREEMENT

DREDGED MATERIAL PLACEMENT AREA AGREEMENT

PHA FILE NO.:

PORT AUTHORITY: PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY,
TEXAS, a political subdivision of the State of Texas

PORT AUTHORITY'S ADDRESS: 111 East Loop North, Houston, Texas 77029
Attn: Executive Director

COMPANY: , a corporation [and/or limited partnership]

COMPANY'S ADDRESS:
Attn:

DREDGED MATERIAL: approximately cubic yards of Dredged Material removed
from Company's , [such facility being outside the limits of
the Federal Project Channel]

DREDGED MATERIAL PLACEMENT AREA: the Port Authority's Dredged Material Placement Area

TERM: beginning upon the date all signatures are obtained, through the
end of six months, or upon completion of the dredging
operations, whichever comes first.

FEES: Application Fee, Material Placement Fee and all other amounts
provided for under this Agreement to be paid by Company.

APPLICATION FEE: Six Hundred Seventy-Five and NO/100 Dollars (\$675.00)

MATERIAL PLACEMENT FEE: Four and 12/100 Dollars (\$4.12) per cubic yard of Dredged
Material actually deposited into the Dredged Material Placement
Area

PERMITTED USE: one time deposit of Dredged Material into the Dredged Material
Placement Area

DREDGING OPERATIONS: The term "Dredging Operations" includes all matters relating to
the dredging, handling, testing or placement of the Dredged
Material and any repairs or adjustments to the Dredged Material
Placement Area.

MINUTE NO.

EXHIBITS: (A) drawing depicting actual Dredged Material Placement Area
(B) Port Authority's Sediment Sampling and Analysis

I.

Subject to all the provisions of this Dredged Material Placement Area Agreement (the "Agreement"), Port Authority hereby approves Company's request and grants Company permission to deposit Dredged Material on the Dredged Material Placement Area, provided that Company: (i) pays the Application Fee to Port Authority, payable at the time of application, (ii) agrees to pay, as described in Section V, to Port Authority the Material Placement Fee, (iii) completes the sediment sampling and analysis prescribed in Section IV of this Agreement, (iv) receives final written approval of the Dredging Operations from Port Authority, and (v) agrees to comply with all other provisions of this Agreement. It is a condition of this Agreement that, within thirty (30) days upon completion of Dredging Operations covered by this Permitted Use, Company shall provide to Port Authority copies of cross sections made from soundings taken before and after Dredging Operations, and a copy of the invoice from the dredging company performing the work for Company, covering the amount of Dredged Material removed. Such cross sections made from soundings taken before and after the Dredging Operations shall be sent electronically to the Port Authority in ASCII Text File (x,y,z) format for verification of the dredged quantities placed in the Port's Dredged Material Placement Area. The soundings for cross sections shall be taken along lines which are transverse to the dredging limits and not more than 100 feet apart. The actual yardage which is to be paid for shall be determined, at the option of Port Authority, by the method designated as "average-end-area" and/or the quantities indicated on the dredging contractor's invoice, whichever and in what combination, in the judgment of Port Authority, reflects most nearly the correct volume of material deposited on the Dredged Material Placement Area.

II.

The Dredged Material Placement Area is made available to Company "as is" with no warranty or representation, either express or implied, that the Dredged Material Placement Area is in a condition to receive or accept the Dredged Material. Furthermore, Company agrees that it shall ascertain for itself the condition of the Dredged Material Placement Area, including its levees, spillways, discharge corridors and shall make such adjustments or repairs to these items as are necessary to accommodate the Dredging Operations, provided that any such adjustments or repairs are first approved by Port Authority. As used herein, "discharge corridor" is defined as the designated location at the Port's dredged material placement area at which dredge pipe and dredged material should be placed. Company further agrees to repair and/or remediate (to the satisfaction of Port Authority and at Company's own expense) any damage, injury, or unsafe condition, including releases of hazardous materials, petroleum products or other substances caused by or resulting from the Dredging Operations. Company shall notify Port Authority of such damage, injury or condition within twenty-four (24) hours of its occurrence. If Company fails to perform or complete the repairs or remediation work, Port Authority may (at its option) conduct such work and Company hereby agrees to reimburse Port Authority for its cost and expense in conducting such work. No dredge pipeline easement or right-of-way is provided by Port Authority to Company by this Agreement.

III.

Company agrees to assume full responsibility for the proper performance of the Dredging Operations and to perform them in a safe and workmanlike manner, in accordance with the provisions of this Agreement and in compliance with all applicable laws and regulations. **A Class "A" Automatic Identification System (AIS) in accordance with the Code of Federal Regulations (CFR) Title 33 CFR 164.46, as amended, is required for all dredges used to perform work under this permit.** The Dredging Operations shall conform to the directions of Port Authority, the Texas Commission on Environmental Quality, and the United States Army Corps of Engineers in all matters relating to the Dredging Operations, and the proper use, construction and maintenance of levees, dikes, or drains which are necessary in connection with the Dredging Operations and shall promptly provide Port Authority with copies of all related correspondence to or from such agencies. Company further agrees to take all actions necessary to prevent the release of any substance from the dredge pipeline and its appurtenances. In the event such release does occur, regardless of the cause, whether or not the property of any person, firm or corporation is damaged or destroyed thereby, or any civil penalties or fines are incurred, Company shall notify Port Authority in writing within twenty-four (24) hours of such release stating the exact location and duration of the release, and the nature of the substance released. **Further, Company shall DEFEND, INDEMNIFY and HOLD HARMLESS Port Authority, its commissioners, employees, agents, contractors and Port Terminal Railroad Association (the "Port Group") from and against all claims, lawsuits, actions, proceedings, losses, costs, damages, injuries, assessments, fines, penalties, liens, reasonable and necessary attorneys' fees and court costs, or awards of any kind or nature whatsoever, including any loss of or damage to Port Authority's real or personal property or operations (regardless of whether a third party asserts a claim), and the loss of or damage to any property, or injury to or death of any person, asserted by any person, firm, governmental agency or corporation whomsoever (including, without limitation, Company's employees, invitees, contractors and subcontractors), including those based on Port Authority's own strict liabilities or negligence, whether based on common law or statute, including wrongful death statutes, CERCLA, RCRA, the Texas Water Code or Health and Safety Code or any other State or Federal law or regulation (collectively "Claim(s)") that relate to, arise out of, or are otherwise connected with the Dredging Operations.** In the event that a Claim is based on the negligence of a member of Port Group, the indemnity obligations of Company and the release obligations provided below shall be limited to those percentage(s) or portion(s) of such Claim(s) not attributable to the negligence of a member of Port Group. **Company expressly RELEASES Port Authority from all Claims that relate to, arise out of, or are otherwise connected with the Dredging Operations, and hereby accepts all risks, known or unknown, of performing the Dredging Operations and entering or utilizing the Dredged Material Placement Area.**

IV.

This Agreement is made subject to all proper agreements affecting the Dredged Material Placement Area and subject to the superior rights of Port Authority and the United States Army Corps of Engineers to use and access the Dredged Material Placement Area. Company shall

notify Port Authority in writing of the date the Dredging Operations are scheduled to commence, approximately one week before such date. However, Company shall not commence the Dredging Operations without payment of the Material Placement Fee according to the terms set out in Section V, and without obtaining prior written approval of Port Authority. Prior to commencing the Dredging Operations, Company shall provide Port Authority the following for review and approval:

1. Scale drawings depicting the area, depth and volume to be dredged, including adjoining upland uses, pipelines, outfalls, and drainages.
2. Results of sediment sampling and analysis conducted as listed on Exhibit "B." The sampling and analysis must be conducted by a laboratory approved by Port Authority and the analytical results, including documentation of the chain of custody, must be furnished by the laboratory to Port Authority with copies of the test results.
3. A dredge and placement plan and procedure, after receiving approval from Port Authority of the sediment sampling and analysis results.

Port Authority's approval of the Dredging Operations shall be conditioned on and shall specify both when and under what conditions the Dredging Operations may be performed, including designating the location of the discharge corridor. If necessary, Port Authority may stop or delay the Dredging Operations to allow Port Authority or United States Corps of Engineers to deposit dredged material into the Dredged Material Placement Area.

V.

All payments under this Agreement shall be mailed to the Lockbox of the Port of Houston Authority, as set out in the Instructions and Checklist for Licenses and Permits. Seventy-five percent (75%) of the Material Placement Fee is due upon Port Commission approval of the grant of this agreement, and the balance is due promptly upon completion of the Dredging Operations. All notices and other communication between Port Authority and Company shall be directed to Port Authority's Channel Development Manager or other Port Authority personnel if so requested.

VI.

This Agreement and the permissions herein granted may be terminated by Port Authority at any time, without recourse to Company except that Port Authority shall refund any money paid by Company for dredge material not placed into the Dredged Material Placement Area. This Agreement may not be assigned or transferred.

EXECUTED this _____ day of _____, 20 ____.

By _____
Name _____
(Type or Print)

Title _____

**PORT OF HOUSTON
AUTHORITY**

By _____
Executive Director

APPROVED AS TO FORM:

Counsel

APPROVED:

Channel Development Manager

rev 052208 rev5

EXHIBIT A
TO DREDGED MATERIAL PLACEMENT AREA AGREEMENT

EXHIBIT “D”
LANDLORD’S TARIFF PROVISIONS

The chart below identifies subrules of Landlord’s Tariff applicable to Tenant under the Lease. Capitalized terms used below and not defined in the Lease have the meanings set forth in Landlord’s Tariffs, as amended from time to time. In the event any subrules of Landlord’s Tariffs are renumbered, this Exhibit “D” shall be deemed to be amended to incorporate such renumbering. In the case of any conflict between the provisions of this Lease and Landlord’s Tariffs, the Lease shall take precedence.

Nos. 1 to 35 (Definitions and Abbreviations)
No. 047 – Jurisdiction
No. 065 – Preventing, Detecting, Controlling, and Fighting of Fires
No. 066 – Health and Safety
No. 103 – Reporting of Collisions
No. 105 – Harbor Fee

EXHIBIT “E”
FORM OF MARINE CONSTRUCTION PERMIT

PERMIT

USACE Permit No:

DATE:

PHA FILE NO.:

FEE: \$

PERMITTEE:

Dear _____:

THIS IS TO ADVISE THAT in response to Permittee's permit application, by Minute No. _____-_____-_____, the Port Commission at its meeting of ____, approved Permittee's request for authority to install

_____, (the "**Permitted Project**" herein),

and the issuance by the Port of Houston Authority of Harris County, Texas (the "**Port Authority**" herein) of a permit therefor (the "**Permit**" herein). All construction shall be as shown on the drawings submitted with the Permit Application (or such drawings as may later be amended, after such amended drawings are approved by Port Authority), a copy of said drawings being attached hereto as Exhibit "A" and made a part hereof. **THIS PERMIT is issued with reference to and upon the following special and general conditions.** Capitalized terms not otherwise defined herein shall have the meanings set forth above.

Special Conditions:

1. Permittee shall _____ [if no Special Conditions, put "NONE" in lieu of the number and text]

General Conditions:

1. Other than the permission explicitly granted by this Permit, no property rights in Port Authority's real estate including submerged property and dredged material are given hereby, nor does Port Authority recognize any claim to title by Permittee of such Port Authority property;
2. This Permit is not effective until a permit for the Permitted Project is issued to Permittee by the United States Army Corps of Engineers ("**USACE**"). If the USACE permit is revoked or suspended, this Port Authority Permit is simultaneously revoked or suspended. This Permit is issued subject to the same conditions as enumerated in the USACE permit, except that this Permit shall not be subject to the time limit contained in the USACE permit;

3. Permittee shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the prosecution of the work of the Permitted Project;
4. This Permit is issued and Permittee's operations hereunder are subject to all federal, state, local, or municipal laws, ordinances, rules, and regulations applicable to the Permitted Project;
5. Permittee shall be solely responsible for furnishing, erecting, and maintaining suitable warning signs, buoys, or devices which are or may become necessary to protect all parties, the work site, and the completed Permitted Project;
6. A Class "A" Automatic Identifier System (AIS), in accordance with Code of Federal Regulations (CFR) Title 33164.46, as amended, is required for all dredges used to perform work under this Permit;
7. Permitted Project shall at Permittee's sole expense be removed, relocated, lengthened, deepened, or otherwise made to conform to any widening, deepening, revision, or other improvement of the Houston Ship Channel or other stream or body of water within the jurisdiction of the Port Authority;
8. All material placed on Port Authority property must be clean, uncontaminated material; any materials placed on Port Authority property pursuant to this Permit shall be subject to removal by Permittee at its sole expense if such material is found to not conform to environmental regulations;
9. Permittee shall prevent any material from the Permitted Project, Permittee's property, or operations thereon, from falling into the Houston Ship Channel or other Harris County navigable waters. Permittee shall immediately remove any such material which reasonably may be dangerous to or obstruct navigation or future dredging;
10. If all or any part of the Permitted Project is for the performance of dredging activities, Permittee shall cause the resulting dredged material to be placed in a manner that complies with all federal and state laws, including those dealing with prevention of diversion, run-off, or impoundment of water or dredged material. Permittee shall cause such material to be placed in such a manner that adjacent properties are not adversely impacted.
11. **BY ACCEPTANCE AND USE OF THIS PERMIT AND THE AUTHORITY HEREBY GIVEN, AND BY PERFORMANCE OF THE WORK HEREINABOVE OUTLINED, PERMITTEE AGREES, TO THE EXTENT ALLOWED BY TEXAS LAW, TO RELEASE AND DISCHARGE THE PORT AUTHORITY OF AND FROM, AND DEFEND, INDEMNIFY, AND SAVE HARMLESS THE PORT AUTHORITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS' FEES, FOR BODILY**

INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY ANY PERSON OR PERSONS ON OR ACCOUNT OF DAMAGE TO PROPERTY, INCLUDING LOSS OF USE THEREOF, ARISING OUT OF OR IN CONSEQUENCE OF THE PERFORMANCE OF WORK AUTHORIZED ABOVE, WHETHER SAID INJURIES ARE DUE TO OR CLAIMED TO BE DUE TO THE NEGLIGENCE OF THE PERMITTEE, ITS AGENTS OR EMPLOYEES, THE PORT AUTHORITY, ITS COMMISSIONERS, ITS OFFICERS, ITS AGENTS OR EMPLOYEES;

12. Notwithstanding its issuance of this Permit, the Port Authority assumes no liability for any of the following:
 - a. Damages to the Permitted Project or uses thereof as a result of this or other permitted activities, unpermitted activities, or from natural causes.
 - b. Damages to the Permitted Project or uses thereof as a result of current or future activities undertaken by or on behalf of the Port Authority in the public's interest.
 - c. Design or construction deficiencies associated with the Permitted Project.
 - d. Claims arising from or related to modification, suspension, or revocation of this Permit;
13. This Permit may not be transferred or assigned to a third party without prior written consent of the Port Authority. The Port Authority will not give such consent without the assignee's or transferee's written agreement to comply with all permit terms and conditions. Any deed or similar instrument documenting the conveyance by Permittee of any of Permittee's real property the subject of this Permit shall reference this Permit and the terms and conditions specified herein;
14. Upon the construction of a new Permitted Project, or alteration of the Permitted Project, Permittee agrees to furnish to the Port Authority "as built" drawings within a hundred and twenty (120) days after completion of that portion of the new Permitted Project covered by this Permit. Said "as built" drawings shall show ties to property corners or other physical features, as well as showing the location of the Permitted Project referenced to the Port Authority property lines, corners or other accepted survey monuments;
15. The Port Authority has considered the issuance of this Permit in reliance upon information provided by Permittee, and reserves the right to reevaluate its decision upon receipt of additional, changed or corrected information. Additionally, the Port Authority reserves the right to reevaluate its decision at any time as circumstances warrant, including as needed to facilitate and accommodate commerce or navigation. Such a reevaluation may result in a determination that the Permit be suspended, modified, or revoked.
16. Permittee's failure to comply with the aforementioned conditions may result, at Port Authority's sole discretion, in the revocation of this Permit.

17. This Permit is deemed issued only when the legally authorized representative of Permittee acknowledges acceptance of and agreement with all terms and conditions hereof, indicated by the Permittee's **signing two (2) original copies in the space provided below and returning both signed original copies to the Port Authority within ten (10) days of the date hereof.** Notwithstanding the prior sentence, the parties to this Permit agree that a copy or facsimile of a signature shall be as valid as an original signature, and that a copy of this Permit showing execution by all parties shall be treated the same as if it contained original signatures. This Permit may be executed in more than one counterpart, each of which shall be an original, but all of which shall constitute but one instrument;

Permittee, by the signature of its authorized representative attached hereto, evidences Permittee's understanding that this Permit is issued subject to the provisions and conditions set out herein, and Permittee's agreement to comply with such provisions and conditions.

PORT OF HOUSTON AUTHORITY

By _____
Mark Vincent, P.E.
Channel Development Director
Date: _____

PERMITTEE:

By _____
Name _____
Title _____
Date: _____

EXHIBIT “F”
FORM OF PIPELINE LICENSE

PIPELINE LICENSE AGREEMENT

PORT FILE NO.:

PORT: PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY,
TEXAS, a political subdivision of the State of Texas

PORT'S ADDRESS: 111 East Loop North, Houston, Texas 77029
Attn: Channel Development Manager

PTRA: PORT TERMINAL RAILROAD ASSOCIATION

PTRA'S ADDRESS: 8934 Manchester St., Houston, Texas 77012-2149
Attn: General Manager

LICENSEE:

ENTITY TYPE:

STATE:

LICENSEE'S ADDRESS:

**LICENSEE
EMERGENCY
CONTACT/TEL.:**

LICENSE AREA: ,Harris County, Texas, as more particularly described in
Exhibit "B"

PIPELINE: with Specifications as described below

RAILROAD AREA: The portion of the License Area consisting of rights-of-way, railroad tracks, and related facilities as provided for in the "Agreement Covering the Maintenance and Operation of the Port Terminal Railroad Association," (sometimes called the "PTRA 1924 Agreement") as amended and on file at the Port, and the "Valuation Maps" as amended and on file at the Port (both such entire documents are deemed to be part of this License)

MINUTE NO. _____

EFFECTIVE DATE:

TERM: Ten (10) years from the Effective Date, plus any renewals as provided in Section 2(c)

LICENSE FEES: The Initial Fee, the Renewal Fee, and all other amounts provided for under this License to be paid by Licensee

INITIAL FEE: (\$)

RENEWAL FEE: The fee for renewal of pipeline licenses in effect at the time of the exercise of any option for renewal provided for herein

LICENSE APPLICATION: Licensee's original application and any application Licensee makes for amendment or renewal of this License, all of which are deemed to be incorporated into this License Agreement, except as otherwise provided herein

SPECIFICATIONS:

Type of PHA property:

Dimensions of pipeline (approximate):

a. diameter:

b. length:

(length means length of pipe on Port property)

Product:

Form of product carried:

Placement of pipeline:

Name of Pipeline

THIS PIPELINE LICENSE AGREEMENT (the "License") is made and entered as of the Effective Date between the Port, PTR A, and Licensee, with reference to the following. Capitalized terms not otherwise defined herein shall have the meanings set forth above.

A. Port property, including the License Area, is used by the Port for the establishment, improvement, and conduct of harbors and for the construction, maintenance and operation of facilities or aids to the establishment, improvement or operation of harbors. Port property is used for public purposes and for the development of commerce.

B. This grant of license for the Pipeline on Port property is in accordance with these mandates.

C. The Railroad Area is also used by PTR A as part of an interstate common carrier rail transportation system, constructed in the public interest in promotion of the national rail transportation policy, and approved by orders of the Interstate Commerce Commission, the predecessor federal agency to the Surface Transportation Board.

Therefore, for the consideration and upon and subject to the terms and conditions hereinafter stated, the Port, PTR A, and Licensee hereby agree as follows:

1. Grant of License.

a. The Port hereby licenses and gives permission to Licensee to construct, maintain, repair, replace, and operate the Pipeline located within the License Area. This License imposes no duties other than those expressly created herein. The term Pipeline as used herein shall be construed to include the Pipeline and all related appurtenances.

b. Licensee agrees that installations under railroad tracks and operations within railroad rights-of-way shall be in accordance with details and notices shown on the current "Standards for Installation of Pipe Lines Crossing the Port Authority Railroad Right-of-Way" incorporated into the License Application and on the drawings attached to the original or most recently amended License Application. The PTR A consents to the Port's grant of the License with respect to the Railroad Area, in accordance with the terms set forth herein, including without limitation that Licensee understands and agrees that with respect to the Railroad Area, the Port previously has granted to PTR A, and reserved also to the Port, the right to locate and operate the railroad system referenced herein and the license given hereby is subject to the PTR A's rights with respect to the Railroad Area.

c. Licensee agrees it shall relocate, lower or protect by encasement or other means, in accordance with Section 5 hereof, any pipeline owned by Licensee in the License Area, within one hundred eighty (180) days after receiving notice from the Port, or from the Port or PTR A if within the Railroad Area, that such relocation, lowering or protection is necessary for PTR A or Port purposes, which determination of necessity shall be made by PTR A or Port in its sole discretion.

d. Licensee understands and agrees that the license and permission given hereby is for nonexclusive use of the License Area and that similar permission may be given to others for installation, maintenance, and use of pipeline(s) in close proximity to the Pipeline, subject to the terms of this License. Licensee shall not have and there is not given hereby an exclusive right of use and/or occupancy of any portion of the License Area or any other property except that portion of the License Area occupied by the Pipeline in place, and that area necessary to maintain sufficient cover over the Pipeline, or other unoccupied space adjoining the Pipeline, as required by federal and/or state law.

e. Licensee shall have the right to use a reasonably necessary portion of the License Area for the construction, maintenance, operation, inspection, testing, repair, alteration, and replacement of the Pipeline, and shall have the right of reasonable temporary ingress and egress across the Port's property for the purpose of constructing, maintaining, operating, inspecting, testing, repairing, altering, and replacing the Pipeline.

f. Licensee shall have the right to install all appurtenances necessary for operation and maintenance of the Pipeline, as more particularly described in the Specifications, and on the drawings attached to the original or most recently amended License Application. No change may be made in the number and size of the Pipeline as set forth in the Specifications without prior written approval of the Port, which approval shall not be unreasonably withheld provided that such change does not materially increase the level of risk caused by the Pipeline. No change may be made in the use or product transported by Pipeline as set forth in the Specifications without prior written notice to the Port, provided that any such change on written notice shall not materially increase the level of risk caused by the Pipeline. No other change may be made in the use or product transported by Pipeline as set forth in the Specifications without prior written approval of the Port, which may be withheld in its sole discretion.

g. This License does not grant Licensee any interest in the License Area or other property of the Port and shall not be construed as an easement.

h. This License is granted without warranty, whether express or implied, including all warranties which might arise by common law or by statute. Licensee hereby agrees and acknowledges that the License Area is provided for use on an "as is, where is" basis, without warranty, express or implied, with any and all latent and patent defects. By its execution of this License, Licensee acknowledges that it is not relying upon any representation, warranty, statement or other assertion of Port with respect to the condition of the License Area and Licensee is relying solely and wholly on its own examination of the License Area and its previous occupancy of the License Area, if applicable. Port hereby disclaims any and all express or implied warranties and specifically makes no warranties of habitability, merchantability, suitability, or fitness for any purpose, or any other warranty whatsoever. No employee or agent of Port is authorized to make any representation or warranty as to the quality or condition of the License Area, merchantability, suitability, or fitness of the License Area for any use whatsoever, known or unknown to Port. In no event shall Port be RESPONSIBLE OR LIABLE to Licensee and Licensee hereby RELEASES AND DISCHARGES Port (i) for latent or patent defects or faults, if any, in the License Area, or (ii) from responsibility for remedying or repairing latent or patent defects or faults, if any, in the License Area, including, without limitation, underground

storage tanks, pipelines or hazardous or toxic materials, chemicals or waste.

2. Term.

a. The Term of this License shall commence on the Effective Date and (subject to earlier termination as herein provided) shall expire upon the last calendar day of the length of the Term following the Effective Date.

b. Notwithstanding the foregoing, Port may, at its sole discretion and without recourse by Licensee, upon prior notice terminate this License if Licensee ceases or fails to use or occupy the License Area for a period of twelve (12) consecutive months.

c. Port hereby grants to Licensee the option to extend the term of this License for two (2) additional ten (10) year terms, commencing when the prior term expires, upon the following terms and conditions:

i. Licensee shall give Port written notice of such extension at least sixty (60) days but no earlier than one hundred eighty (180) days prior to the date the extension term would commence.

ii. Licensee shall have no right to extend the term of the License (x) during the time commencing from the date Port gives to Licensee notice of default hereunder, and continuing until the noncompliance set forth in said notice is cured, provided the expiration of the period of Licensee's right to extend shall be tolled during the time Licensee in good faith disputes whether or not the breach has occurred, and provided it moves expeditiously to achieve a determination with respect thereto as more particularly described in Paragraph 15(f) hereof, (y) in the event Port gives to Licensee three or more notices of default with respect to three material obligations hereunder and under any other Pipeline License Agreement between Port and Licensee, which are not disputed in accordance with Paragraph 15(f), or if disputed, were not disputed by Licensee in good faith, or Licensee did not move expeditiously to achieve a determination with respect thereto, or Licensee did not effect any such cure as so determined or (z) if Licensee has committed any non-curable breach of one or more material obligations hereunder.

iii. All rights of Licensee under this Section 2(c) shall terminate and be of no further force and effect, notwithstanding exercise of the option, if after such exercise, (x) Port gives to Licensee notice of default hereunder, and Licensee fails to cure such default within the time provided for herein, except in the event Licensee in good faith disputes whether or not the breach has occurred, and provided it moves expeditiously to achieve a determination with respect thereto as more particularly described in Paragraph 15(f) hereof, (y) in the event Port gives to Licensee three or more notices of default hereunder with respect to three material obligations hereunder and under any other Pipeline License Agreement between Port and Licensee, which are not disputed in accordance with Paragraph 15(f), or if disputed, were not disputed by Licensee in good faith, or Licensee did not move expeditiously to achieve a determination with respect thereto, or Licensee did not effect any such cure as so determined, or (z) if Licensee has committed any non-curable breach of one or more material obligations hereunder.

iv. Licensee shall pay the Renewal Fee to Port at the time it exercises its option under this Section 2(c).

v. Except for the provisions of this Section 2(c), which shall relate only to any option to renew remaining after prior exercise, all the terms and conditions of the License shall apply to the renewal Term(s).

3. License Fees.

a. Licensee agrees and promises to pay the Initial Fee to the Port for the use of the License Area during the Term hereof.

b. Licensee agrees and promises to pay to the Port any and all other amounts due from it hereunder as additional License Fees.

4. Pipeline Construction, Operation, and Maintenance.

a. Licensee shall construct and install the Pipeline in a good and workmanlike manner and in compliance with all applicable Legal Requirements (as defined herein). Licensee shall construct and install the Pipeline in accordance with plans and specifications approved in writing by the Port in connection with Licensee's (i) License Application or (ii) request to alter the construction of the Pipeline. In the event that Licensee brings in fill material from outside the area where the Pipeline is being constructed, Licensee shall use clean fill material in construction of Licensee's Improvements and shall not in any event use any such outside fill material that contains Hazardous Material. Licensee shall sample a representative amount of such outside fill material and provide a copy of all test results to Port within forty-eight (48) hours of receipt of the results.

b. Licensee agrees to construct, maintain and operate the Pipeline at the sole expense of the Licensee, in strict compliance with all Legal Requirements. "Legal Requirements" means any and all of the following, provided that the following are valid and applicable to Licensee: (i) the Pipeline Safety Act, 49 U.S.C. § 60101 et seq, the Natural Gas Act, 15 U.S.C. § 717 et seq, the Code of Federal Regulations, Title 49 "Transportation," part 192 or 195, and the Gas Pipeline Safety Rules, Railroad Commission of Texas, Gas Division, as applicable, (ii) 42 USC ch. 103, 42 USC ch. 82, Texas Health and Safety Code, ch. 361, Texas Water Code, Section 26.121, and 40 CFR Section 261.3, (iii) judicial decisions, orders, injunctions, writs, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates, mandates, or ordinances of any governmental authority in any way applicable to Licensee or the License Area, including zoning, utility, or conservation, (iv) Environmental Laws, as defined below (v) security requirements, including security plans, policies, procedures, rules, regulations or directives established by Port or by any governmental authority that has regulatory jurisdiction over Port, Licensee, or License Area; (vi) requirements for safe navigation of waters within and adjoining the Port property, specifically including any such directives or orders by the United States Coast Guard and the United States Army Corps of Engineers, and (vii) other documents, instruments, or agreements (written or oral) relating to the License Area or to which the License Area may be bound or

encumbered. Without limitation, the term “Environmental Law(s)” means any federal, or state law, order, decree, rule or regulation or common law, in effect on the date hereof (and as hereafter amended from time to time) or hereafter enacted or imposed, pertaining to health, safety, Hazardous Material or environmental protection, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, (“CERCLA”), the Resource Conservation and Recovery Act (“RCRA”), the Clean Air Act, the Clean Water Act, the Solid Waste Disposal Act, and each comparable state law, including Texas Water Code, Texas Health & Safety Code and Texas Natural Resources Code, each as amended. Notwithstanding the foregoing, the parties agree that the term “Legal Requirements” shall be limited to the requirements of federal law, where it preempts the application of state or local laws to the particular matter. Furthermore, Licensee’s general obligations under this paragraph to comply with Port-mandated Legal Requirements may not be used to vary or add to the other specific terms of this Pipeline License Agreement.

c. Where the Pipeline occupies submerged lands, no backfill will be required except where deep draft navigable channels are crossed unless the Pipeline is installed by directional drilling. Any pipeline trench across such channels shall be backfilled promptly after installation of the Pipeline with a minimum of five (5) feet of shell, or its equivalent. All other pipeline trenches shall be properly backfilled to the natural surface of the ground.

d. The Pipeline shall be constructed and shall thereafter at all times be maintained and operated by Licensee in such manner as to cause no interference with the use of rights-of-way, railroad tracks, property or improvements on Port property by the Port and the PTR, except as reasonably contemplated by the location and normal operation and maintenance of the Pipeline within the License Area.

e. Licensee agrees to erect and maintain permanent markers at each boundary of the Port's property crossed by the Pipeline, and at other points in accordance with 49 C.F.R. Ch. 1, Section 195.410, 49 C.F.R. 192.707, or successor regulations, showing Licensee's name and use of the Pipeline. Notwithstanding 49 C.F.R. Ch. 1, Section 195.410(b) and 49 C.F.R. 192.707, Licensee agrees to place and maintain line markers for buried pipelines located at crossings of water on Port property. In order to assist Licensee in complying with the requirements of this subsection, the Port shall provide Licensee with information held by the Port and reasonably available to it regarding the boundaries of the License Area.

f. Upon the construction of a new Pipeline, or alteration of the Pipeline, Licensee agrees to furnish to the Port “as built” drawings within a hundred and twenty (120) days after completion of that portion of the new Pipeline covered by this License. Said “as built” drawings shall show ties to property corners or other physical features, as well as showing the location of the Pipeline referenced to the Port property lines, corners or other accepted survey monuments, and otherwise conform to the standards set forth on Exhibit “A.”

g. Upon the Port’s request, Licensee shall promptly provide to the Port such location and construction information for the Pipeline as is reasonably available to Licensee. Licensee shall not be required to furnish new “as built” drawings for any existing Pipeline.

h. Licensee shall obtain and maintain in effect at all times during construction or repair of the Pipeline, all permits, licenses, and consents required or necessary for such construction or repair. Licensee shall obtain and maintain in effect at all times during the Term, all permits, licenses, and consents required or necessary for (i) the installation, maintenance, use, and operation of the Pipeline, and (ii) Licensee's use of the License Area.

5. Pipeline Relocation.

a. To facilitate the operation or development of the Port or the PTR, or to facilitate or accommodate commerce or navigation at the Port, or to permit the construction, maintenance, or operation of the rail transportation service, the railroad trackage or other facilities of the PTR, the Port, for itself or at the request of the PTR, or the PTR, upon one hundred eighty (180) days written notice to Licensee, shall have the right to require the Licensee, to (i) relocate, (ii) lower, or (iii) protect the Pipeline by encasement or other means.

b. In such event, the Port or PTR shall make available to Licensee another location on the Port's property as close as is practicable to that portion of the License Area from which the Pipeline is to be relocated or lowered, so that Licensee's use of the Pipeline will suffer the least possible interference.

c. The parties acknowledge their difficulty in resolving their dispute regarding each party's obligation, if any, to pay for Pipeline relocation, lowering or protection, for the purpose of memorializing their agreement in this License. Accordingly, in the event that the parties continue to be unable to agree upon each party's payment obligation in connection with any future relocation, lowering or protection, or planned relocation, lowering or protection, the following provisions shall govern such resolution.

(i) The parties shall initially attempt to mediate their dispute pursuant to the terms of paragraph 17(n); in the event the parties cannot resolve their dispute by mediation, they shall be free to pursue all remedies allowed under the law, as provided herein.

(ii) Inasmuch as the parties have been unable to reach agreement as to the legal effect of any prior license agreement concerning any future Pipeline relocation, lowering or protection, each party hereby reserves for all purposes its rights to require the other to pay for Pipeline relocation, lowering or protection, including any such rights as may exist by virtue of prior license(s) permitting construction and location of the Pipeline, the provisions of state statutes, including Section 60.102 of the Texas Water Code, or federal statutes and regulations, and judicial decisions. In connection therewith, the Licensee specifically reserves any such rights as it may have by virtue of Section 60.102 of the Texas Water Code, which is considered to be applicable by the Licensee but not by the Port, and the Port specifically reserves any such rights as it may have pursuant to earlier licenses concerning any future Pipeline relocation, lowering or protection, which are considered to be in full force and effect for such purpose by the Port but not by the Licensee.

d. In the event of any Pipeline relocation, lowering or protection, this License shall be amended so as to be applicable to the Pipeline as relocated, lowered or protected as above

provided, and Licensee shall not be required to pay any additional License Fee for the then unexpired portion of the Term hereof (including any permissible extension or removal thereof) for such amended License. No refund shall be made of any License Fees that are paid in advance.

e. In the event that a Pipeline relocation paid for by Licensee occurs during either of the first two ten (10) year terms of the License, Licensee shall have the option, at the end of such term, to extend the term of the License for an additional ten (10) year term, upon the payment of the applicable Renewal Fee, subject to the requirements of Section 2(c).

6. License Surrender. It is expressly provided that Licensee may at any time surrender the License rights herein granted or any part thereof, upon thirty (30) days advance written notice to the Port. Upon such termination, the Licensee shall be entitled to a refund of that portion of the License Fee corresponding to the unused portion of the Term.

7. Pipeline Escapes. Licensee agrees that it shall use commercially reasonable efforts to construct and maintain the Pipeline and appurtenances such that the escape of any substance therefrom shall be prevented. Upon Licensee becoming aware of an escape of any substance from the Pipeline, Licensee shall immediately notify the Port, and confirm such notification in writing no later than ten (10) days after the escape of the substance, whether or not it causes damage or destruction to individuals, entities or property, and whether or not civil penalties or fines are incurred. The notice shall state the location and duration of the escape, and the nature of the substance that escaped.

8. Release and Indemnity.

a. Licensee hereby agrees to INDEMNIFY, RELEASE and HOLD HARMLESS Port, the PTRAs, and the Port's and the PTRAs' commissioners, officers, directors and employees, agents and representatives of each of them (collectively, the "Port Indemnitees") from and against all claims, lawsuits, actions, proceedings, liabilities, losses, costs, damages, injuries, assessments, fines, penalties, liens, reasonable and necessary attorneys' fees, consulting experts' fees and expenses and court costs, or awards of any kind or nature whatsoever, whether arising under this License, or under negligence, strict liability, or other tort causes of action, or pursuant to common law, statute or Legal Requirements, including any loss of or damage to Port's real or personal property (regardless of whether a third party asserts a claim), and the loss of or damage to any property, or injury to or death of any person, asserted by any person, firm, governmental agency or corporation whomsoever (including, without limitation, Licensee, its employees, agents, invitees, contractors and subcontractors or their employees and Port's and PTRAs' employees, agents, invitees and tenants, contractors, subcontractors and their employees, including survivors claiming under the wrongful death statute) that are caused by, based upon, relate or pertain to, arise out of, or are otherwise connected with the installation, construction, operation, maintenance, presence, condition, repair, replacement, service, relocation, or removal of the Pipeline, including without limitation, (1) any activity or operations of or on behalf of Licensee (or one of its contractors, subcontractors or their employees) in the License Area or in connection with the Pipeline; (2) injury or death to persons coming onto the License Area at the direction of Licensee or in connection with Licensee's operation in the

License Area; (3) Licensee's failure to remove the Pipeline as required hereunder or the Environmental Cleanup as required herein; (4) any violation by Licensee of any Legal Requirement; or (5) the escape, release, migration, explosion, burning, inhalation of, or exposure to any Hazardous Material located on or originating from the License Area in connection with Licensee's use thereof or operations thereon, irrespective of any of the above circumstances (collectively "Claims" and/or "Claim"), whether such Claims occur within the limits of the License Area or beyond the limits of the License Area or such circumstances occur after the Term of this License. THE TERM CLAIM OR CLAIMS AND THE INDEMNITY OBLIGATION SET FORTH ABOVE SHALL BE LIMITED TO CLAIMS THAT ARISE FROM THE NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY, OR OTHER BREACH OF DUTY, OF LICENSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ARISING OUT OF LICENSEE'S OWNERSHIP, USE OR OPERATION WITHIN THE LICENSE AREA RESULTING IN CLAIMS UNDER CERCLA, RCRA, THE TEXAS WATER CODE OR HEALTH AND SAFETY CODE OR ANY OTHER STATE OR FEDERAL STRICT LIABILITY LAW OR REGULATION.

b. IN THE EVENT ANY CLAIM OR CLAIMS ARISE OUT OF THE NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER BREACH OF DUTY OF ONE OR MORE PORT INDEMNITEES, LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS THE PORT INDEMNITEES FROM ALL SUCH CLAIMS, BUT ONLY TO THE EXTENT OF THE PERCENTAGE SHARE OF THE NEGLIGENCE, WILLFUL MISCONDUCT OR OTHER BREACH OF DUTY ATTRIBUTABLE TO THE LICENSEE AND ITS OFFICERS, DIRECTORS AND EMPLOYEES, AGENTS AND REPRESENTATIVES. The parties acknowledge that Licensee's obligation of indemnification set forth above shall function as a contractual arrangement of contribution.

c. Subject only to the proportionate responsibility and liability allocation provisions set forth in subsection (b), and as between Licensee and the Port Indemnities, LICENSEE HEREBY FURTHER RELEASES THE PORT INDEMNITIES FROM ALL OTHER CLAIMS, LAWSUITS, ACTIONS, PROCEEDINGS, LIABILITIES, LOSSES, COSTS, DAMAGES, INJURIES, ASSESSMENTS, FINES, PENALTIES, LIENS, REASONABLE AND NECESSARY ATTORNEYS' FEES, CONSULTING EXPERTS' FEES AND EXPENSES AND COURT COSTS, OR AWARDS OF ANY KIND OR NATURE WHATSOEVER WHETHER ARISING UNDER THIS LICENSE, OR UNDER NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT CAUSES OF ACTION, OR PURSUANT TO COMMON LAW, STATUTE OR LEGAL REQUIREMENTS, WHICH ARE CAUSED BY, ARISE OUT OF OR IN CONNECTION WITH, OR ARE RELATED TO ANY LAPSE IN OR FAILURE TO PROVIDE SECURITY BY PORT OR OTHER PERSONS, OR ACTS OF TERRORISM, VANDALISM, THEFT, BURGLARY OR OTHER CRIMINAL ACTS, WAR, ACTS OF GOD, FIRE, EXPLOSION, FLOOD, OR OTHER FORCE MAJEURE CONDITIONS.

d. Nothing contained in or implied by this License shall be construed to limit, waive, or impair any of the Port's sovereign or governmental immunities under state or federal law.

e. This Section 8 shall survive the cancellation, termination or expiration of the Term of this License, settlement of underlying third party claims and, provided that notice and

the right to participate in the investigation, defense, and resolution (including settlement) of the applicable third party claim has been provided, shall apply to voluntary settlements made by either Port or Licensee with such third party. This Section 8 shall not be unilaterally cancelable by either party.

9. Insurance.

a. Except as expressly waived or modified by Port in writing, Licensee shall obtain and maintain, or provide self insurance for, throughout the Term of this License, the following policies of insurance:

i. Worker's compensation coverage at statutory limits; employer's liability, including bodily injury by accident and by disease, for \$500,000 combined single limit per occurrence and a 12-month aggregate policy limit of \$1,000,000;

ii. Commercial general liability coverage, including blanket contractual liability, products and completed operations, personal injury, bodily injury, broad form property damage occurring in or about the License Area, operations hazard, pollution, explosion, collapse and underground hazards for \$5,000,000 per occurrence and a 12-month aggregate policy limit of \$5,000,000; and

iii. Business automobile liability insurance (for automobiles used by Licensee in the course of its performance hereunder, including employer's non-ownership and hired auto coverage) for \$1,000,000 combined single limit per occurrence.

b. The minimum insurance protection amounts set forth above shall be reviewed by the PHA every five years during the term to determine if an adjustment should be made to compensate for the effects of inflation and with the objective to reestablish the value of coverage if required as of the effective date.

c. Each policy or an endorsement thereto, except those for worker's compensation and employer's liability, shall name the Port and its commissioners, officers, employees and agents as additional insured parties, but limited to risks indemnified by Licensee in this License. If any such policy is written as "claims made" coverage, then Licensee shall provide policy extensions so as to provide coverage to the Port for a period of at least two years after the term of the License expires.

d. Licensee shall assume and bear any claims or losses to the extent of deductible amounts and waives any claim it may ever have for the same against the Port and its commissioners, officers, agents or employees in respect of any covered event, but only to the extent of the liabilities assumed hereunder by Licensee.

e. Licensee shall cause its insurers to use commercially reasonable efforts to notify the Port in writing not less than thirty (30) days before any material change, reduction in coverage or cancellation of any policy.

f. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Port, its commissioners, officers, agents or employees.

g. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Port, but only to the extent of the liabilities assumed hereunder by Licensee, with respect to claims arising thereunder.

h. Licensee shall be entitled to purchase and maintain the insurance required under this subsection under so-called "blanket policies," provided the coverage thereunder is at least at the levels contained herein and is otherwise adequate in keeping with prudent underwriting standards.

i. At the time of License Application, Licensee shall provide certificates of insurance reflecting that the terms of this subsection have been met. Licensee shall deliver to the Port certificates of renewal prior to the expiration date of each such policy (or at such later time as the insurer makes them available to Licensee), and copies of new certificates prior to terminating any such policies. Notwithstanding the proof of insurance requirements set forth in this subsection, Licensee, throughout the term of its permit, continuously and without interruption, shall maintain in force the required insurance coverages set forth in this subsection.

j. The issuer of each policy shall have an A.M. Best Company financial rating of not less than A- (or a similar rating by a comparable service) and be licensed and admitted to do business in Texas, or be placed with Lloyds Underwriters or another financially sound insurance carrier agreeable to Licensee and Port.

k. In lieu of maintaining policies of insurance described in this subsection, Licensee may elect to self-insure against the risks described in this subsection, provided that Licensee submits to the Port documents showing either (i) self-insurance reserves or other assets sufficient to pay judgments equal to the minimum limits of liability set forth in this subsection, or (ii) a net worth that exceeds ten times the aggregate minimum limits of liability set forth in this subsection. If, during the term of the License, any such self-insurance program ceases or the self-insured's assets, reserves or net worth are no longer adequate to provide the above coverages, Licensee shall immediately notify the Port of such lapse of coverage and obtain or cause to be obtained commercial insurance in accordance with the requirements of this subsection within thirty (30) days thereafter. If Licensee self-insures, Licensee has a duty to defend the Port in the same manner as a Licensee with insurance in any suit seeking damages against the Port in connection with Licensee's pipeline, and Licensee shall pay all costs and expenses of such defense or reimburse the Port for all costs and expenses incurred by the Port for such defense, but only to the extent of the liabilities assumed hereunder by Licensee.

10. Environmental Restrictions. Licensee hereby warrants that it shall use its commercially reasonable efforts to construct, operate, maintain and repair the Pipeline throughout the term of this License in such a manner as to prevent the escape, release or discharge of any Hazardous Material onto the surface, or into the subsurface, of the License Area or in or onto any adjacent

waters.

a. In the event of any escape, release or discharge of Hazardous Material from the Pipeline or Licensee's operations onto or from the License Area or into the adjacent waters, irrespective of the cause, Licensee hereby agrees that Licensee shall, at its sole cost and expense: (a) timely report any such escape, release or discharge to the appropriate local, state and/or federal environmental authorities as required by applicable regulation or law; (b) immediately undertake environmental investigatory and corrective action to clean up such Hazardous Material to a standard required by the Texas Commission on Environmental Quality or United States Environmental Protection Agency, as applicable, for submerged land and/or sediment; and (c) properly dispose of any Hazardous Material that is required to be disposed of by the Texas Commission on Environmental Quality or United States Environmental Protection Agency, as applicable, at a permitted treatment, storage and disposal facility, or other facility legally capable of accepting such Hazardous Material, including signing all waste manifests as the owner and sole generator of any materials sent for disposal, in full compliance with all statutes and governmental regulations applicable thereto (an "Environmental Cleanup").

b. Licensee further hereby agrees that in the event that the surface or subsurface of the License Area is subsequently discovered to be contaminated with any Hazardous Material as a result of the use by Licensee of the License Area, Licensee shall undertake Environmental Cleanup of such Hazardous Material contamination as provided above.

c. Any Environmental Cleanup shall not unreasonably interfere with the current or future uses of the License Area or other property of the Port. Upon notice from the Port of unreasonable interference, Licensee shall promptly endeavor to amend the Environmental Cleanup as necessary to minimize such interference regardless of the time period elapsed between the start of the Environmental Cleanup and the Port's notice of an unreasonable interference.

d. The term "Hazardous Material" means any substance which at any time shall be listed or determined to be a "hazardous waste" or "hazardous substance" in or pursuant to an Environmental Law or in the rules or regulations implementing any Environmental Law, or which has been or shall be determined at any time by any agency or court to be regulated under any Environmental Law, or which requires remediation or investigation under any Environmental Law. The term "Environmental Cleanup" as used in this License means the investigation, containing and cleanup of Hazardous Material (including all investigations, administrative actions, testing or monitoring activities, response actions, "removal" and "remedial actions," as those terms are defined in Sections 361.003(29) and (30) of the Texas Health & Safety Code, and any other necessary actions) to the standard for industrial property set forth in the Texas Risk Reduction Program (contained in Title 30 of the Texas Administrative Code, Chapter 350 and TCEQ administrative guidance, or any such later promulgated standard that replaces or amends the Texas Risk Reduction Program standard) and all other actions which are required by any state or federal governmental authority to address the Hazardous Material or the released or threatened release thereof.

e. If Licensee fails to perform or complete the Environmental Cleanup, Licensee shall have a continuing obligation to conduct the Environmental Cleanup upon request from Port (regardless of the time period elapsed between the termination of this License and Port's request to conduct the cleanup) or Port may (at its option) conduct the Environmental Cleanup and Licensee hereby agrees to reimburse Port for Port's commercially reasonable and substantiated cost and expense in conducting such Environmental Cleanup (regardless of the time period elapsed between the termination of this License and Port's request to conduct the Environmental Cleanup).

11. Certain Pipeline Obligations Following License Termination.

a. If upon the termination of this License, whether by cancellation of this License, the expiration hereof, or otherwise, the Port determines in its sole and absolute discretion that the location of the Pipeline does not interfere with the operation or location of existing or planned Port facilities, or navigation in the Port of Houston, then the Licensee, at its option, may either remove the Pipeline, or may purge the Pipeline of product, fill the Pipeline with an inert substance, and abandon the Pipeline in place. In the event the Port determines that the Pipeline may be abandoned in place, Licensee shall continue to be obligated hereunder under paragraphs 4, 5, 8, 10, 11 and 12. If the Port determines in its sole and absolute discretion that the location of the Pipeline interferes with the operation or location of existing or planned Port or PTRAs facilities, then the Port shall have the right to require Licensee to remove the Pipeline and return the License Area to the Port in good and orderly condition and Licensee hereby agrees that it shall remove the Pipeline and return the License Area to such condition.

b. If thereafter the Port determines in its sole and absolute discretion that the location of the Pipeline interferes with the operation or location of existing or planned Port or PTRAs facilities, then the Port shall have the right to require Licensee to remove the portions of the Pipeline that conflict and return the License Area to the Port in good and orderly condition and Licensee hereby agrees that it shall remove said portions of the Pipeline to the extent of the conflict and return the License Area to such condition.

c. Licensee shall submit all such documentation to the Port required to show that the Pipeline has been properly abandoned in place or removed and that License Area has been returned to a good and orderly condition.

d. Should Licensee fail to properly abandon in place or remove the Pipeline and restore the License Area within one hundred eighty (180) days after the Port's written removal request, then the Port shall have the right to remove the Pipeline and all other material of Licensee and restore the License Area, and Licensee agrees and promises to pay to the Port all reasonable and documented expenses incurred by it in the removal of the Pipeline and the restoration of the License Area. The Port is not liable for any Liability or Liabilities arising from the removal or abandonment of the Pipeline by Licensee, or from the failure to remove or abandon the Pipeline.

e. This section shall survive the cancellation, termination or expiration of the Term of this License.

12. Transfers and Name Changes.

a. Licensee shall not transfer, sublet or assign this License or any interest therein in whole or in part except to its corporate affiliates, subsidiaries or successors, (which assignment to affiliates, subsidiaries or successors is expressly authorized hereunder) without the prior written consent of the Port and PTRAs in each instance; and in event of such consent, any transfer, subletting or assignment shall be made only on condition that such transferee, sublessee or assignee shall in writing assume and agree to be bound by the terms and provisions of this License. Any transfer or assignment to an affiliate, subsidiary or successor does not release the original or any prior Licensee from any obligation to the Port or PTRAs as originally set out in the License, and in the event of a transfer or assignment to an affiliate, subsidiary or successor, the Port or PTRAs may enforce this License against the assignor, the assignee or both.

b. When prior written consent is required by this Section, transfer of this License without the prior written consent of the Port and PTRAs shall be null and void. The consent of the Port and PTRAs to an assignment shall not be unreasonably withheld or delayed. The Port and PTRAs shall grant or deny consent as soon as possible, and in no event later than sixty (60) days from a request for consent to transfer the License.

c. As used in this Section, the terms "affiliates," "subsidiaries," or "successors" shall be construed as those terms are generally used in commercial transactions, and may be corporations, partnerships (general or limited), limited liability companies, joint ventures, trusts, or other business entities.

d. Licensee shall provide Port written notice of every transfer, sublease, and assignment ("Transfer"), as provided in this section and in section 14. Licensee shall additionally provide Port written notice of every name change as provided in section 14. For each Transfer, Licensee shall pay the then current fee applicable for such Transfer, and provide the level of proof of financial responsibility and insurance required by the Port at the time of such Transfer. If such notice of Transfer is not provided within ninety days of the Transfer, Licensee agrees to pay a penalty fee of \$5,000.00. In the event that more than one Transfer has occurred without proper notice, Licensee agrees to pay the administrative fees and penalty fees due for each intervening Transfer.

13. Bankruptcy, Insolvency or Receivership. In the event of bankruptcy or insolvency on the part of the Licensee, or in case any receiver shall be appointed to take charge of the Pipeline, then the Port shall have the right to declare this License terminated, subject, however, that such termination may not be in conflict with federal bankruptcy statutes, or with federal or state law concerning the operation of interstate or intrastate pipeline systems. In such event, the Licensee shall remain liable for unpaid License Fees or for damages on account of the breach of any obligation or condition to be performed by the Licensee hereunder, which obligation shall continue and remain in full force and effect until properly discharged.

14. Notices.

a. All notices and other communications given pursuant to this License shall be in writing and shall either be mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, and addressed as set forth above, or delivered in person to the intended addressee, or sent by telephonic facsimile, prepaid telegram, cable, or telex followed by a confirmatory letter. Notice mailed in the aforesaid manner shall become effective three business days after deposit; notice given by telephonic facsimile shall become effective upon the time and date of confirmed transmission; notice given in any other manner, and any notice given to the Port, shall be effective only upon receipt by the intended addressee.

b. Licensee shall provide Port with current information for an emergency contact person. Licensee's Emergency Contact at the time of issuance of this License is set forth above.

c. Licensee shall notify Port within ninety (90) days of any changes to the Licensee Name, Licensee Address, or Emergency Contact name, address, or telephone number.

d. Each party shall have the continuing right to change its address for notice by giving fifteen (15) days prior written notice to the other party in accordance with this section.

15. Default.

a. This License is conditioned upon the performance of all the terms, conditions and obligations herein agreed to be kept and performed by the Licensee.

b. Upon the breach of any one or all such conditions, terms and obligations, or at any time thereafter, the Port or PTRAs shall have the right at its option to provide written notice of the particular default to the Licensee.

c. The Licensee shall have sixty (60) days to commence action to remedy a breach, and a reasonable time thereafter, as determined by a work plan agreed to in writing by the Port and PTRAs, to diligently pursue to completion such remedial action.

d. If the Licensee fails within such time to correct the breach, then the rights, privileges and license herein granted the Licensee shall terminate.

e. No failure or delay by the Port or PTRAs in exercising any right or privilege hereunder shall operate as a waiver by the Port or PTRAs of that right or privilege.

f. No breach by Licensee shall operate to terminate this License unless the Port provides the sixty (60) day notice to commence action described above. Notwithstanding the foregoing, this License shall not terminate if the Licensee in good faith disputes whether or not the relevant breach has occurred. In such event the parties shall move expeditiously to achieve determination as to whether such breach has occurred, as more particularly provided below. Should it be determined, either by agreement of the parties or by a final, non-appealable judgment of a court of competent jurisdiction that a breach has occurred, Licensee shall have sixty (60) days from the date of such determination to commence a remedy thereof and a reasonable time thereafter to complete such remedy, otherwise this License shall terminate.

16. Conditions of Issuance. This License is granted without warranty.

17. Miscellaneous.

a. Time of Essence. Time is of the essence with respect to each date or time specified in this License by which an event is to occur.

b. Public Disclosure. Port is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code Chapters 551 and 552). Licensee agrees that disclosure of information or materials related to this License by Port as required by the Texas Open Meetings Act, Texas Public Information Act, or any other Legal Requirement, shall not expose Port (or any party acting by, through or under Port) to any claim, liability, or action by Licensee.

c. Entire Agreement, Amendment and Binding Effect. This License constitutes the entire agreement between the Port, PTRAs, and Licensee, and all prior agreements between the Port, PTRAs and Licensee relating to the License Area are terminated, with the possible exception arising out of the disagreement between the Port and Licensee concerning whether the provisions in prior license agreements concerning future Pipeline relocation, lowering or protection remain in full force and effect. This License may be amended only by a written document duly executed by Port, PTRAs and Licensee, and any alleged amendment which is not so documented shall not be effective as to either party. The provisions of this License shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors and assigns; provided, however, that this subsection shall not negate, diminish, or alter the restrictions on transfers applicable to Licensee set forth elsewhere herein.

d. Severability. If any provision of this License or its application to any person or circumstance shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portion of such provision, or any other provisions hereof, and each such provision of this License shall be deemed to be severable from all other provisions hereof, provided that the overall intent of this License is not vitiated by such severability.

e. Construction. Unless the context of this License clearly requires otherwise, (a) pronouns, wherever used, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and (b) the singular shall include the plural wherever and as often as may be appropriate. Headings in this License are for convenience of reference and shall not affect the construction or interpretation of this License.

f. Interest on Licensee's Obligations. Any amount due from Licensee to Port which is not paid when due shall bear interest at the maximum prejudgment interest rate allowed by law from the date payment is due until paid, but the payment of interest shall not excuse or cure the default in payment.

g. Authority. The person executing this License on behalf of Licensee warrants and represents unto Port and PTRAs that (a) Licensee is a duly organized and existing legal entity, in good standing in the State of Texas, (b) Licensee has full right and authority to execute, deliver,

and perform this License, (c) the person executing this License on behalf of Licensee was authorized to do so, and (d) upon request of Port or PTRAs, such person shall deliver to Port or PTRAs satisfactory evidence of his or her authority to execute this License on behalf of Licensee. The person executing this License on behalf of PTRAs represents that it has full right and authority to bind its members thereby.

h. Recording. Neither this License (including any Exhibit) nor any memorandum thereof shall be recorded without the prior written consent of Port.

i. Incorporation by Reference. Exhibits “A” and “B” are incorporated herein for any and all purposes.

j. Force Majeure. As used herein, the term “Force Majeure” means acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, concerted acts of workers, national defense requirements, or any similar or different contingency beyond a party’s reasonable control. Port, PTRAs and Licensee shall be entitled to rely upon Force Majeure as an excuse for timely performance only as expressly provided herein and shall not be entitled to rely upon Force Majeure as an excuse for untimely performance unless the party seeking to rely on Force Majeure (a) uses commercially reasonable efforts to overcome the effects of the event of Force Majeure, (b) gives written notice to the other party within thirty (30) days after becoming aware of the occurrence of the event, describing the event with reasonable particularity, (c) commences performance of its obligation immediately upon the cessation of the event to the extent the event has not rendered performance impossible, and (d) gives written notice to the other party within thirty (30) days after the cessation of the event, advising the other party of the date upon which the event ceased to constitute an event of Force Majeure.

k. Interpretation. Port, PTRAs and Licensee and their respective legal counsel have reviewed and have participated in the preparation of this License. Accordingly, no presumption will apply in favor of the Port, PTRAs or Licensee in the interpretation of this License or in the resolution of the ambiguity of any provision in the License.

l. Signatures and Multiple Counterparts. The parties to this License agree that a copy or facsimile of a signature shall be as valid as an original signature, and that a copy of this License showing execution by all parties shall be treated the same as if it contained original signatures. This License may be executed in more than one counterpart, each of which shall be an original, but all of which shall constitute but one instrument.

m. Venue and Governing Law. Venue of any dispute or lawsuit between Port, PTRAs and Licensee shall be in either Texas State Judicial District Court in Harris County, Texas or the United States District Court for the Southern District of Texas, Houston Division. This License shall be construed, and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of Texas or, if applicable, the federal laws of the United States, excluding any principle of conflict of laws that would require application of the laws of any other jurisdiction.

n. Dispute Resolution. Differences between the parties as to the interpretation, application, or performance under the License may be settled in accordance with the requirements of this subsection. Either party may initiate such procedure by notice to the other, setting forth its statement of such dispute. The party receiving such notice shall respond in writing within twenty (20) days of receipt of such notice and either provide evidence of resolution of the disputed matter, or an explanation of its position in relation to such statement of dispute, and also specify three dates, all of which must be within thirty (30) days from the date of its response, for a meeting to resolve the dispute. The claiming party shall then select one of the three dates, and a dispute resolution meeting shall be held. If the parties cannot, in good faith discussions, resolve their dispute at such meeting, they shall be free to pursue all remedies allowed under the law without prejudice.

o. PTRA's Authority. Notwithstanding anything to the contrary herein, the powers, rights and authority granted to PTRA herein shall be applicable only to the extent that this License Agreement affects the Railroad Area and only to the extent that the Pipeline is located within the Railroad Area or Licensee conducts any operations within the Railroad Area. Without limiting the generality of the foregoing, in no event shall the PTRA's consent or approval be required for any construction or other activities to be conducted by Licensee outside the Railroad Area, nor shall the PTRA have any right to require the relocation of any portion of the Pipeline not located with the Railroad Area.

In witness whereof, the parties have executed this License as of the Effective Date.

PORT:

PORT OF HOUSTON AUTHORITY

By _____
Channel Development Manager

LICENSEE:

By _____
Name _____
Title _____

APPROVED AS TO FORM:

Counsel

PTRA:

**PORT TERMINAL RAILROAD
ASSOCIATION**

By _____
General Manager

Exhibit "A"

AS-BUILT STANDARDS

- a. Proposal drawing(s) to be submitted on 8 1/2" X 11" or 11" X 17" prints.
- b. Drawing(s) to include plan/profile format and overview at a scale of 1" = 2,000'.
- c. Drawing(s) to be in CAD preferably AutoCAD "dwg" format (dxf file acceptable), GIS Shapefile (must include an associated .prj file projection) and in Adobe Acrobat ".pdf" format.
- d. "As-built drawings to be submitted: one copy on paper and one copy in electronic format on CD's, DVD's or via email, or as otherwise approved by Channel Development.
- e. Drawing(s) to include, but not be limited to, the following information:
 - 1. NAD 1983 StatePlane Texas South Central FIPS 4202 (Feet) coordinates for the beginning and end points of the project, and routing (distance and direction) in plan view.
 - 2. If GPS was used to collect the coordinates, include the accuracy level of the collection device and whether the data was differentially corrected.
 - 3. Survey ties to adjacent topography and property corners.
 - 4. Deed filing information (Harris County Codes).
 - 5. MLT elevations with nearest U.S.C.G.S. benchmark and year datum.
 - 6. Size and material of pipelines, products, and maximum pressure rating.
 - 7. Method of construction (open cut, directional drilling, etc.).
 - 8. Dates of construction, contractor, and owner with address and phone number.
 - 9. Description of cathodic protection and coatings.
 - 10. If in PTRAs easements, ties to nearest Mile Post.
 - 11. If crossing Houston Ship Channel, show Corps of Engineers centerline stationing and angle of crossing at centerline, show channel cut template to scale along the Pipeline.
 - 12. If consent of other agencies is needed provide signoff block and acquire signoffs.
 - 13. Indexes, title blocks, legends, scales, and other notes shall be consistent with generally accepted standards of the engineering professions.

Exhibit “B”

LICENSE AREA

(Attach Exhibit “B” and drawings submitted with License Application.)

EXHIBIT “G”
PIPELINE SPECIFICATIONS
(complete for each pipeline):

Type of Port Authority:	non-railroad; land and water crossing
Dimensions of pipeline (approximate):	diameter: _____ length: _____ (length means length of line on Landlord property)
Product:	
Form of product carried:	
Placement of pipeline:	
Name of Pipeline	

EXHIBIT “H”
TENANT’S ADDITIONAL LEASE OBLIGATIONS

1. Tenant shall install and maintain a security fence securing the perimeter of the Lease Premises pursuant to the terms of this Lease, including without limitation Section 6 hereof.
2. Tenant shall, at its sole cost, furnish, erect, and maintain suitable warning signs, buoys, and other devices which are or may become necessary to protect all persons on the Leased Premises.
3. Tenant shall be obligated to carry out all responsibilities in connection with arrival and discharge of vessels calling at the Leased Premises, including arrangements for securing lines, spotting, tug boats, pilotage, declarations of security, etc.
4. Tenant shall install and maintain fendering for all marine structures comprising a portion of the Leased Premises as necessary to facilitate safe and efficient transit of adjoining waters.
5. Tenant shall obtain a Marine Construction Permit from Landlord for all marine structures comprising a portion of the Leased Premises, and shall comply with Landlord’s conditions for issuance of the Marine Construction Permit.
6. Tenant shall dredge the Leased Premises as required in connection with the Permitted Use in accordance with all applicable Legal Requirements. Without limiting the foregoing, Tenant shall cause a Class “A” Automatic Identifier System (AIS), in accordance with Code of Federal Regulations (CFR) Title 33164.46, as amended, to be used for all dredges in connection with such dredging.
7. Tenant shall enter into a Dredged Materials Placement Agreement with Landlord and shall comply with the terms thereof as a condition to placing and maintaining dredged material on Landlord’s property. Without limiting the foregoing, Tenant shall cause any dredged material placed on Landlord’s property to be clean and uncontaminated material and Tenant shall remove such material at its sole expense if such material is found to not conform to Legal Requirements. Landlord hereby confirms that, solely with respect to Tenant’s initial dredging event in connection with the Construction Work, that Landlord does not object to the placement onto the Leased Premises of any proposed dredged material for which sediment samples have been reviewed and approved in writing by Landlord’s Environmental Affairs Department prior to the commencement of the Construction Period.
8. Tenant shall use its reasonable best efforts to prevent any dredged material from the Leased Premises, or its operations thereon, from falling into the Houston Ship Channel, Jacintoport Slip, or other navigable waters. Tenant shall immediately remove any such material from navigable waters which may be dangerous to or obstruct navigation or future dredging, or upon notice from Landlord.
9. Tenant agrees to erect and maintain permanent markers at each boundary of the Landlord’s property crossed by the subsurface portions of the Pipeline, and at other points in accordance with 49 CFR Ch. 1, Section 195.410, 49 CFR 192.707, or successor regulations, showing Tenant’s name and use of the Pipeline.
10. The Pipeline shall be constructed and shall thereafter at all times be maintained and operated by Tenant in accordance with all Legal Requirements and in such manner as to cause no interference with the use of rights-of-way, railroad tracks, or existing easements on or across Leased Premises, or with the use of property or improvements belonging to Landlord or other owners, except as reasonably contemplated by the location and normal operation and maintenance of Tenant’s Improvements within the Leased Premises. Without limiting the foregoing, the Pipeline shall be (i) constructed and used in conformity with the Pipeline Specifications applicable to it, and (ii) constructed in conformity with Corps General Permit No. SWG-1998.

11. Tenant shall from time-to-time obtain one or more Pipeline Licenses from Landlord for pipelines over Landlord's property (excepting the Lease Premises) and connecting to the Leased Premises, and shall comply with the terms and conditions of such Pipeline License(s).


EXHIBIT "I"
EXCEPTED HAZARDOUS MATERIALS

The Hazardous Materials below have been approved by Landlord for use by Tenant on the Leased Premises, consistent with Tenant's Permitted Use and any additional limitations set forth herein. Tenant's use of Excepted Hazardous Materials must be strictly within the limits and requirements of the Lease, including but not limited to Section 4.04 and this Exhibit. Landlord's approval of Tenant's use of the Excepted Hazardous Materials as identified below is only an exception to the prohibition of such items, and such exception does not waive Tenant's obligation to comply with all applicable laws, rules, and regulations or any other Legal Requirements relating to such Excepted Hazardous Materials. No additional Hazardous Materials may be used by Tenant on the Leased Premises without Landlord's prior written consent, as set forth in Section 4.04.

Approved Excepted Hazardous Materials:

Acetal	Gasoline	Octane
Acetone	Gasoline Additives	Octene
Acetonitrile	Heptane	Propyl Acetate
Amyl Acetate	Heptene	Propyl Alcohol
Amyl Alcohol	Hexane	Propyl Formate
Butyl Acetate	Hexene	Propyl Propionate
Butyl Alcohol	Hexanone	Refinery Petroleum
Butyl Ether	Isobutyl Acetate	Products containing
Butyl Formate	Isobutyl Alcohol	less than 10 percent
Butyronitrile	Isobutyl Isobutyrate	benzene
Cellosolves	Isohexane	Toluene
Cellosolve Acetates	Isooctane	Vinyl Acetate
Chlorobenzene	Isopropyl Acetate	Varsol
Crude Oil	Isopropyl Alcohol	Xylene
Crude Oil Condensates	Isopropyl Ether	
Cyclohexane	Mesityl Oxide	
Cyclohexene	Methyl Acetate	
Cyclopentane	Methyl Alcohol	
Cyclopentanol	Methyl Amyl Alcohol	
Cyclopentanone	Methyl Butyrate	
Cyclopentene	Methyl Cyclohexane	
Diethyl Ketone	Methyl Cyclopentane	
Dipropyl Ketone	Methyl Ethyl Ketone	
Ethyl Acetate	Methyl Heptane	
Ethyl Alcohol	Methyl Hexane	
Ethyl Benzene	Methyl Isoamyl Ketone	
Ethyl Butyrates	Methyl Isobutyl Ketone	
Ethyl Cyclohexane	Methyl Isopropyl Ketone	
Ethyl Cyclopentane	Methyl Methacrylate	
Ethyl Formate	Methyl Pentane	
Ethyl Hexane	Methyl Propionate	
Ethyl Methacrylate	Methyl Propyl Ketone	
Ethyl Pentane	Naphtha	
Ethyl Propionate	Natural Gas Condensate	
Fuel Oil	Neohexane	

**Port of Houston Authority of Harris
County, Texas**

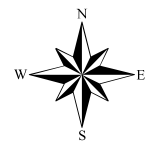
By: 
Name: RD TANNER
Title: Real Estate Director

HARRIS COUNTY APPRAISAL DISTRICT
PORT OF HOUSTON AUTHORITY
MAPS AND PROPERTY ACCOUNT INFORMATION

Harris Central Appraisal District

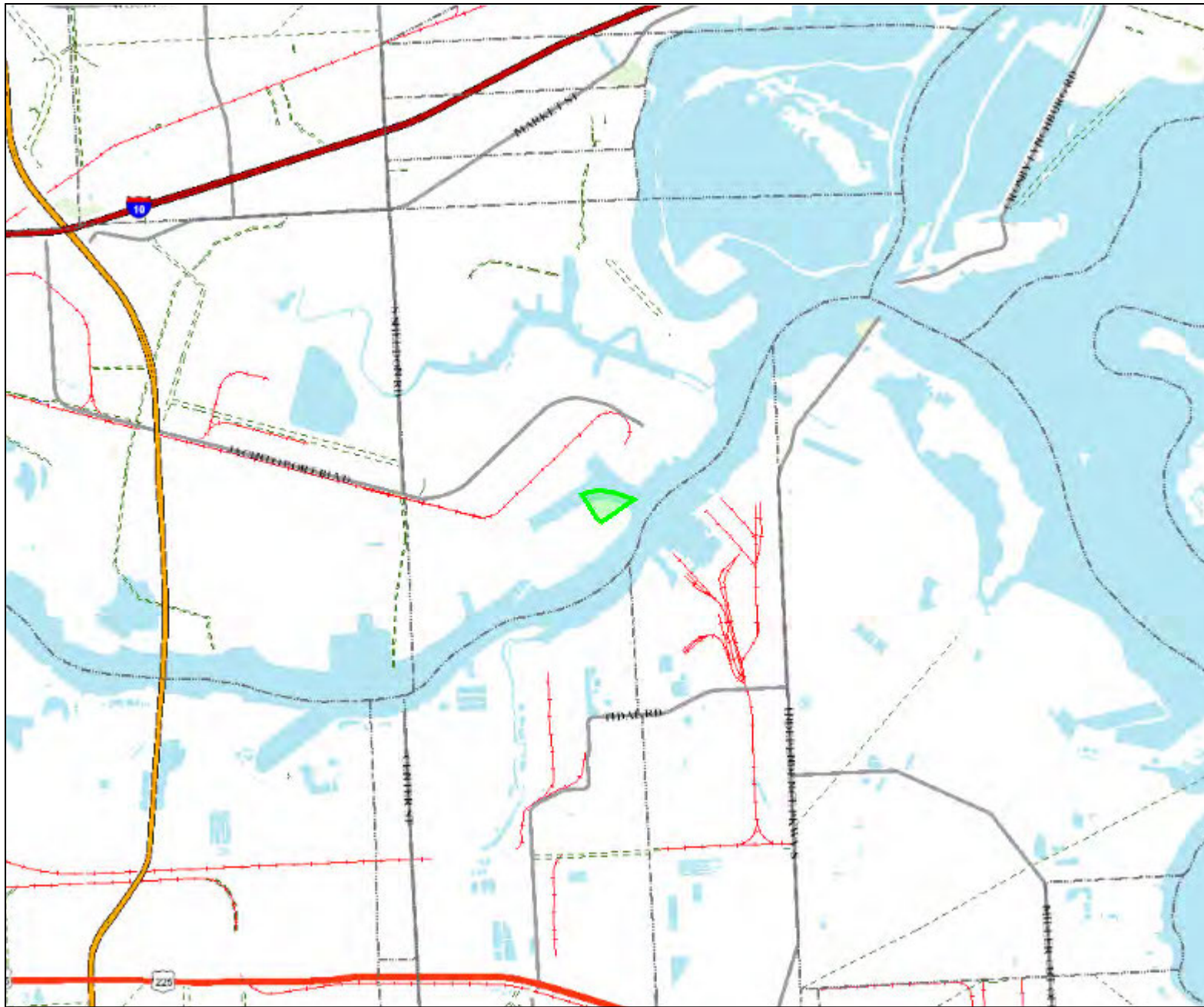


Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may **not** have been prepared for or be suitable for legal, engineering, or surveying purposes. It does **not** represent an on-the-ground survey and only represents the approximate location of property boundaries.



0 1,050 2,100 4,200 Feet

Date: 8/21/2023



HFOTCO LLC - Diversion Point #3, First Property

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0402400050016

Tax Year: 2023



Owner and Property Information										
Owner Name & Mailing Address: PORT OF HOUSTON AUTHORITY 111 EAST LOOP N HOUSTON TX 77029-4326					Legal Description: TR 1G ABST 28 HARRIS & CARPENTER 16520 PENINSULA ST HOUSTON TX 77015					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map ^A
XV -- Other Exempt (Government)	8004 -- Land Neighborhood Section 4	E	0	719,194 SF	0	0	5982.07	300 -- ISD 15 - Galena Park ISD	6057C	498V

Value Status Information	
Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
Total	015	GALENA PARK ISD	Pending	Pending	1.354180	
	040	HARRIS COUNTY	Pending	Pending	0.343730	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.030550	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.007990	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.148310	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004900	
	047	SAN JACINTO COM COL D	Pending	Pending	0.155605	
	667	HC EMERG SERV DIST 50	Pending	Pending	0.050000	
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations					
Value as of January 1, 2022			Value as of January 1, 2023		
	Market	Appraised		Market	Appraised
Land			Land		
Improvement			Improvement		
Total			Total	Pending	Pending

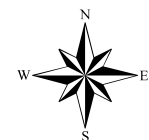
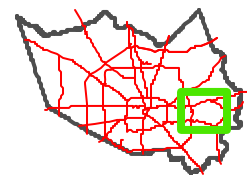
Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8004 -- Land Neighborhood Section 4	4600	SF	719,194	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

Building
Vacant (No Building Data)

Harris Central Appraisal District

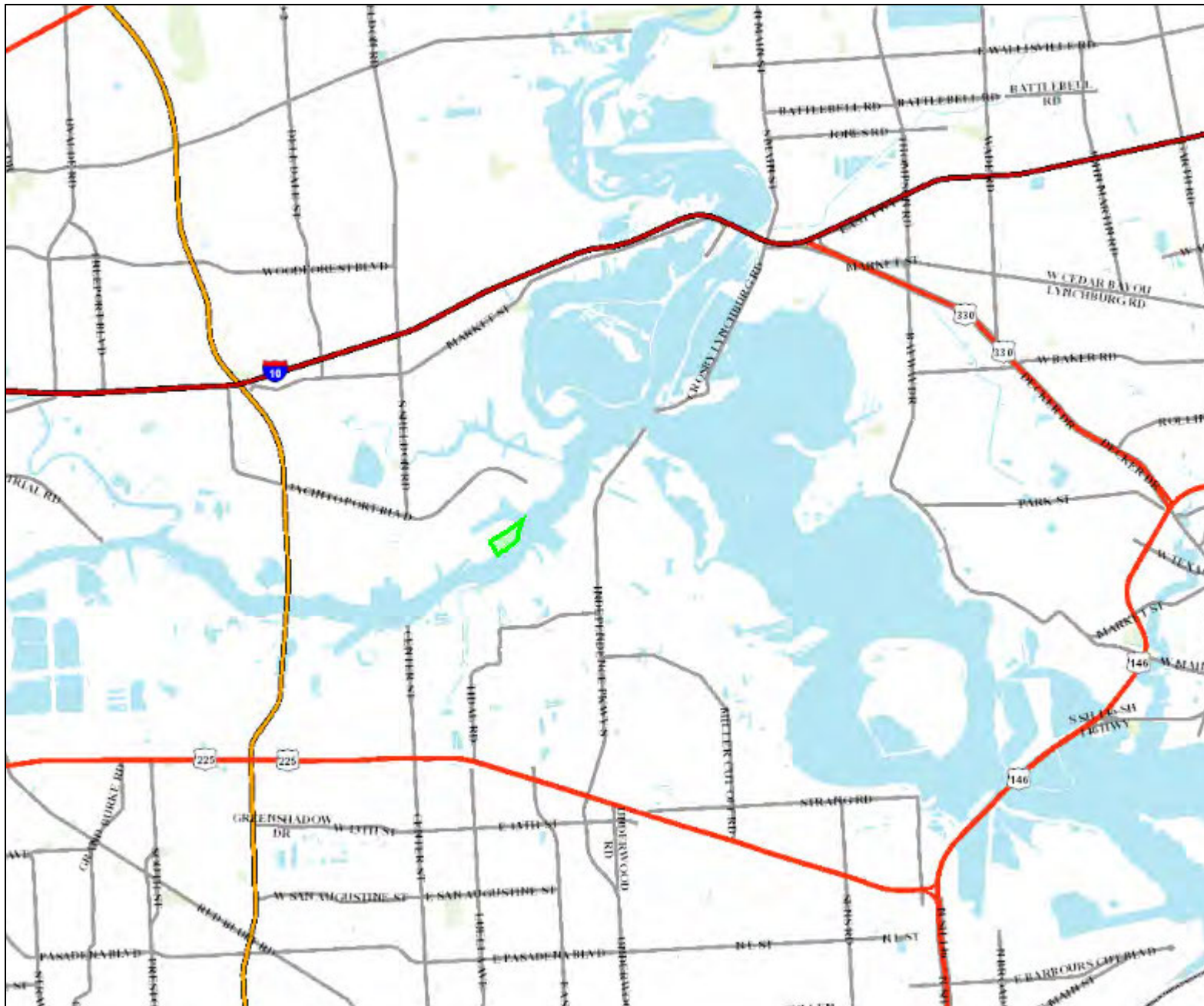


Geospatial map data maintained by the Harris Central Appraisal District is for informational purposes and may **not** have been prepared for or be suitable for legal, engineering, or surveying purposes. It does **not** represent an on-the-ground survey and only represents the approximate location of property boundaries.



0 2,125 4,250 8,500 Feet

Date: 8/21/2023



HFOTCO LLC - Diversion Point #3, Second Property

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0402400050089

Tax Year: 2023



Owner and Property Information										
Owner Name & Mailing Address: PORT OF HOUSTON AUTHORITY 111 EAST LOOP N HOUSTON TX 77029-4326					Legal Description: TRS 1D-1 & 1G-4 ABST 28 HARRIS & CARPENTER 16520 PENINSULA ST HOUSTON TX 77015					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map [®]
XV -- Other Exempt (Government)	8004 -- Land Neighborhood Section 4	E	0	1,490,885 SF	0	0	5982.07	4018 -- Interstate 10 East	6057C	498V

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	06/23/2023	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
Total	015	GALENA PARK ISD	8,064,428	Certified: 08/18/2023	1.354180	
	040	HARRIS COUNTY	8,064,428	Certified: 08/18/2023	0.343730	
	041	HARRIS CO FLOOD CNTRL	8,064,428	Certified: 08/18/2023	0.030550	
	042	PORT OF HOUSTON AUTHY	8,064,428	Certified: 08/18/2023	0.007990	
	043	HARRIS CO HOSP DIST	8,064,428	Certified: 08/18/2023	0.148310	
	044	HARRIS CO EDUC DEPT	8,064,428	Certified: 08/18/2023	0.004900	
	047	SAN JACINTO COM COL D	8,064,428	Certified: 08/18/2023	0.155605	
	667	HC EMERG SERV DIST 50	8,064,428	Certified: 08/18/2023	0.050000	
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations					
Value as of January 1, 2022			Value as of January 1, 2023		
	Market	Appraised		Market	Appraised
Land	0		Land	0	
Improvement	0		Improvement	0	
Total	0	0	Total	0	0

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8004 -- Land Neighborhood Section 4	4423	SF	653,400	1.00	1.00	1.00	--	1.00	0	0	0
2	8004 -- Land Neighborhood Section 4	4423	SF	837,485	1.00	1.00	1.00	--	1.00	0	0	0

Building					
Vacant (No Building Data)					
Extra Features					
Line	Description	Quality	Condition	Units	Year Built
1	SEE IND RPT	Average	Average	2,846.33	0

**DIVERSION POINT #6
PROPERTY DEED**

-Return to:
Janet Karr
Chicago Title
909 Fannin #200
Houston, Texas 77010

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

20070737940
12/18/2007 RP2 \$325.00

THAT **Johann Haltermann Ltd.**, a Texas limited partnership, whose address is 16717 Jacintoport Boulevard, Houston, Texas 77015-6544, (hereinafter called "Grantor") for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **Houston Fuel Oil Terminal Company**, a Texas general partnership, whose address is 16642 Jacintoport Boulevard, Houston, Texas 77015 (hereinafter called "Grantee"), all of the following described real property in Harris County, Texas, together with all improvements situated thereon (collectively, the "Property"), and all rights, privileges and appurtenances pertaining to the Property, to-wit:

See attached Exhibit "A" attached hereto and made a part hereof.

Notwithstanding the preceding, the Property does not include and Grantor retains all right, title, and interest of Grantor, if any, in and to any and all pipeline easements and related rights evidenced by instruments filed for record under Clerk's File Nos. G753385, H206167, H206169, H206170, H206168, H219571, H160711, H214577, H405120, H440959, and H524953 in the real property records of Harris County, Texas, and, to the extent that Grantor owns the same, any other easements forming a part of such pipeline, all pipes and other equipment installed within, or in connection with, such easements, other than the Conveyed Pipeline Equipment (as defined below), and all rights, hereditaments, privileges, and appurtenances in any way belonging or relating thereto (the foregoing being hereinafter referred to collectively as the "Retained Pipeline Assets"); provided, however, Grantor and Grantee acknowledge and agree that this conveyance includes all of Grantor's right, title and interest in any pipes or other equipment actually located on or under the Property, whether or not the same relate to the Retained Pipeline Assets (any such pipes or other equipment located on or under the Property being hereinafter referred to collectively as the "Conveyed Pipeline Equipment"). Grantee's acceptance of this deed shall in no way be construed as an acceptance of any obligations or liabilities relating to such Retained Pipeline Assets, other than to the Conveyed Pipeline Equipment.

For the same consideration, Grantor hereby releases and forever discharges the Property from all rights, titles, and privileges, if any, held by Grantor as a part of the Retained Pipeline Assets (including, without limitation, the instrument filed for record under Clerk's File No. G753385 in the real property records of Harris County, Texas).

Ad valorem taxes have been prorated to date of closing and Grantee hereby assumes the payment of all ad valorem taxes on said property for the current year and for all subsequent years; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor hereby assigns to Grantee all claims for damage to the Property occurring prior to the

Shirley H. Hight

date hereof.

This conveyance is made and accepted subject to the following restrictive covenants, which covenants shall run with and bind the Property and shall inure to the benefit of, and be enforceable by, Grantor and all federal, state and local governmental entities having jurisdiction over the Property, including without limitation, all environmental agencies (collectively, "Governmental Authorities"), or their successors and assigns:

- a. The ground water under the Property shall not be extracted, pumped, accessed or used in any manner whatsoever, except that such restriction shall not (i) prohibit or otherwise limit Grantee from taking, from time to time, ground water samples or from otherwise accessing ground water under the Property in connection with the performance of any environmental investigation, remediation, operation or maintenance activities, or monitoring, irrespective of whether required by any Governmental Authorities, or (ii) require Grantee to monitor or to prevent the extraction, pumping, or use of or access to any ground water now or hereafter located under the Property from locations other than the Property (it being acknowledged that ground water under the Property may extend offsite and be located under other properties in addition to the Property).
- b. The Property shall not be used for any residential or quasi-residential purpose whatsoever, including, without limitation, single or multifamily purposes, nursing or long term care facilities, residential schools or similar facilities, or any use that involves the occupancy of any improvements on the Property for residential purposes. It is intended that the foregoing restrictions shall be interpreted as broadly as possible and not narrowly.

The foregoing restrictions shall be enforceable by Grantor, any Governmental Authorities or their respective successors and assigns, at law or in equity. Without limitation of the foregoing, Grantor, any Governmental Authorities or their respective successors and assigns, shall have the right to recover damages for any breach of the preceding restrictions, including without limitation, all reasonable attorneys' fees incurred in connection therewith, and shall have a right to obtain a restraining order or other injunctive relief prohibiting the violation of such restrictions. THE PARTIES TO THIS DEED HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO HAVE ANY SUIT, CLAIM OR DISPUTE, ARISING DIRECTLY OR INDIRECTLY UNDER THIS DEED, DECIDED BY A JURY, AND CONSENT TO HAVE ANY SUCH MATTER DECIDED SOLELY AND EXCLUSIVELY BY THE COURT.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT to the following matters to the extent same are in effect as of the date of this deed: (i) any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases and other matters (other than liens), if any, relating to the Property, but only to the extent they are still in effect and shown of record in the real property records of Harris County, Texas; (ii) any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; and (iii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities if any, but only to the extent the same relate to the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and



Handwritten signature

County Clerk Harris County, Texas



appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property unto 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.

EXECUTED to be effective as of the 10th day of December, 2007.

Handwritten initials

JOHANN HALTERMANN LTD.,
a Texas limited partnership

By: **HALTERMANN INCORPORATED,**
a Texas corporation, its sole
General Partner

By: *Charles B. Kendall*
Charles B. Kendall,
Authorized Representative

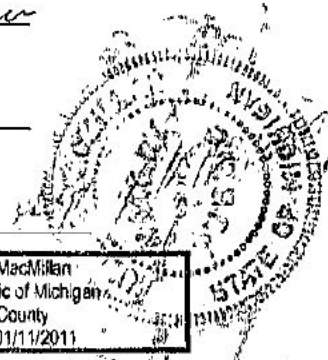
THE STATE OF MICHIGAN §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 2007, by Charles B. Kendall, Authorized Representative of **HALTERMANN INCORPORATED**, acting as General Partner of **JOHANN HALTERMANN LTD.**, a Texas limited partnership, on behalf of said corporation and limited partnership.

Julie A. MacMillan
Notary Public, State of Michigan

Printed or Typed Name of Notary

My Commission Expires: _____



~~AFTER RECORDING, RETURN TO:~~
Haynes and Boone, LLP
One Houston Center
1221 McKinney Street, Suite 2100
Houston, Texas 77010
~~Attn: Justin Switzer~~

Julie A. MacMillan
Notary Public of Michigan
Bay County
Expires 01/11/2011

FILED
2007 DEC 18 AM 10:27
COUNTY CLERK
HARRIS COUNTY, TEXAS
Handwritten signature

4551-99-250-311



Shirley H. Hargrett

County Clerk Harris County, Texas



EXHIBIT A To Special Warranty Deed

Description of 50.12 acres (2,183,394 square feet) of land situated in the Harris and Carpenter Survey Abstract No. 26, Harris County, Texas; being the same parcel of land described in a deed to Johann Haltermann, Ltd, a Texas limited partnership as recorded under Harris County Clerk's File (H.C.C.F.) No. 20070520553 and also being all of a certain 32.690 acre tract and a certain 17.533 acre tract as conveyed to Howell Corporation by deed recorded under H.C.C.F. No. L650859, Harris County, Texas and being more fully described by metes and bounds as follows:(with bearings referenced to the easterly right-of-way line of Sheldon Road based on the said H.C.C.F., No. 20070520553):

BEGINNING at a 5/8-Inch Iron rod found in the easterly right-of-way (R.O.W.) line of Sheldon Road (100 feet wide), marking the most southerly northwest corner of a certain 132.284 acre tract conveyed by deed recorded under H.C.C.F. No. P626471, and marking the southwesterly corner of the herein described tract;

THENCE in a northerly direction, along the easterly R.O.W. line of said Sheldon Road the following courses:

North 03° 05' 43 West, a distance of 251.28 feet to a 5/8-inch with cap set for the point of curvature of a non-tangent curve to the right, from which a found 3/4-inch iron rod (bent) bears South 36° 56' East, 0.45 feet:

An arc distance of 309.43 feet along said non-tangent curve to the right: having a central angle of 01° 33' 14", a radius of 11,409.20 feet and a chord which bears North 02° 19' 04" West, 309.42 feet to a 5/8-inch with cap set for the point of tangency, from which a found 3/4-inch Iron rod (bent) bears South

SEP 11 2023 PM



Santhia Hightower

61° East, 0.64 feet;

North 01° 32' 27" West, a distance of 513.51 feet to a 5/8-inch with cap set in the southeasterly line of a 150-foot wide Harris County Flood Control District (H. C. F. C. D.) Easement for Carpenters Bayou as recorded in Volume 7476, Page 82, Harris County Deed Records (H.C.D.R.), said point being in an arc of a non-tangent curve to the left and being the northwesterly corner of the herein described tract; from which a found 3/4-inch iron rod bears North 47° 16' East, 0.36 feet;

THENCE in a northeasterly direction, departing said easterly ROW line, along the southeasterly line of H.C.F.C.D. Easement and along said non-tangent curve to the left, having a central angle of 46° 00' 14", a radius of 582.00 feet; a chord which bears North 53° 00' 07" East -454.85 feet and an arc distance of 467.30 feet to a point of tangency for corner;

THENCE, North 30° 00' 00" East, along the southeasterly line of said H.C.F.C.D. Easement, a distance of 656.59 feet to a point in the southerly line of Carpenters Bayou Barge Canal as recorded in Volume 6742, Page 384 of H.C.D.R., said point being in an arc of a non-tangent curve to the left;

THENCE in an easterly direction, along the southerly line of said Carpenters Bayou Barge Canal the following courses:

Along said non-tangent curve to the left, having a central angle of 44° 47' 40", a radius of 200.00 feet a chord which bears North 75° 34' 45" East -152.41 feet and an arc distance of 156.36 feet to a point for corner;

South 71° 23' 38" East, a distance of 55.33 feet to a point for the point of curvature of a curve to the left;

Along said curve to the left, having a central angle of 12° 30' 07", a radius of 2,978.29 feet, a chord which bears South 77° 38' 39" East - 648.57 feet and an arc distance of 649.86 feet to a point in the westerly line of said 132.284 acre tract for corner;

THENCE, South 09° 57' 19" West, departing the southerly line of said Carpenters Bayou Barge Canal and along the westerly line of said 132.284 acre tract; at a distance of 183.00 feet passing a found 5/8-inch iron rod, in all a total distance of 1,759.91 feet to a found 5/8-inch iron rod for the southeast corner of the herein described tract;

THENCE, South 86° 54' 17" West, along the north line of said 132.284 acre tract, a distance of 1,182.73 feet to the POINT OF BEGINNING and containing a computed area of 50.12 acres (2,183,394 square feet) of land.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the date and at the chapter herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

DEC 18 2007



Dorothy L. Hightower
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This August 4, 2023

Teneshia Hudspeth, County Clerk
Harris County, Texas

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.



**MEETS AND BOUNDS DESCRIPTION FROM PURCHASE AGREEMENT
BETWEEN JOHANN HALTERMANN AND HFOTCO LLC**

EXHIBIT A
PROPERTY DESCRIPTION

METES AND BOUNDS DESCRIPTION

50.12 Acres

Harris and Carpenter Survey, Abstract Number 26
Harris County, Texas

Being a tract or parcel containing 50.12 acres of land situated in the Harris and Carpenter Survey, Abstract Number 26, Harris County, Texas; being all of a called 32.690 acre tract and a called 17.533 acre tract as conveyed to the Howell Corporation by deed recorded under Harris County Clerk's File (H.C.C.F.) Number L650859, Harris County, Texas; said 50.12 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected in said deed recorded under H.C.C.F. L650859:

BEGINNING at a 5/8-inch iron rod found in the easterly right-of-way (R.O.W.) line of Sheldon Road (100 feet wide), marking the most southerly northwest corner of a called 132.284 acre tract conveyed by deed recorded under H.C.C.F. Number P626471, and marking the southwesterly corner of the herein described tract;

THENCE, in a northerly direction, along the easterly R.O.W. line of said Sheldon Road the following courses:

North 03°05'43" West, a distance of 251.28 feet to a point of curvature of a non-tangent curve to the right, from which a found 5/8-inch iron rod bears South 52°36' East, 0.31 feet;

An arc distance of 309.43 feet, along said non-tangent curve to the right, having a central angle of 01°33'14", a radius of 11,409.20 feet and a chord which bears North 02°19'04" West, 309.42 feet to a point of tangency, from which a found 5/8-inch iron rod bears South 70°29' East, 0.59 feet;

North 01°32'27" West, a distance of 513.51 feet to a point in the curved southeasterly line of a 150-foot wide Harris County Flood Control District (H.C.F.C.D) Easement for Carpenters Bayou as recorded in Volume 7476, Page 82, Harris County Deed Records (H.C.D.R.), said point for the northwesterly corner of the herein described tract, from which a found 5/8-inch iron rod bears South 53°42' East, 0.34 feet;

THENCE, in a northeasterly direction, departing said easterly R.O.W. line, an arc distance of 467.30 feet along the southeasterly line of said H.C.F.C.D. Easement and along a non-tangent curve to the left, having a central angle of 46°00'14", a radius of 582.00 feet and a chord which bears North 53°00'07" East, 454.85 feet to a point of tangency, (corner falls in Carpenters Bayou and was not set);

THENCE, North 90°00'00" East, along the southeasterly line of said H.C.F.C.D. Easement, a distance of 656.59 feet to a point in the curved southerly line of Carpenters Bayou Barge Canal as recorded in Volume 6742, Page 384, H.C.D.R, (corner falls in Carpenters Bayou and was not set);

THENCE, in an easterly direction along the southerly line of Carpenters Bayou Barge Canal the following courses:

An arc distance of 156.36 feet, along a non-tangent curve to the left, having a central angle of $44^{\circ}47'34''$, a radius of 200.00 feet and a chord which bears North $75^{\circ}34'45''$ East, 152.41 feet to a point of non-tangency, (corner falls in Carpenters Bayou and was not set):

South $71^{\circ}23'36''$ East, a distance of 55.33 feet to a point of tangency of a tangent curve to the left, (corner falls in Carpenters Bayou and was not set);

An arc distance of 649.86 feet, along said curve to the left, having a central angle of $12^{\circ}30'07''$, a radius of 2,978.29 feet and a chord which bears South $77^{\circ}38'39''$ East, 648.57 feet to a point for the most northerly northwest corner of the aforesaid 132.284 acre tract and for the northeasterly corner of the herein described tract, (corner falls in Carpenters Bayou and was not set);

THENCE, South $09^{\circ}57'19''$ West, departing the southerly line of said Carpenters Bayou Barge Canal and along a westerly line of said 132.284 acre tract, a distance of 1,759.91 feet to a 5/8-inch iron rod found marking an interior corner of said 132.284 acre tract and the southeasterly corner of the herein described tract;

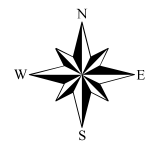
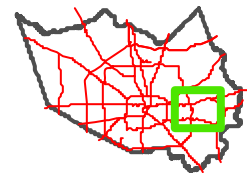
THENCE, South $86^{\circ}64'17''$ West, along a northerly line of said 132.284 acre tract, a distance of 1,182.73 feet to the POINT OF BEGINNING and containing 50.12 acres of land.

HARRIS COUNTY APPRAISAL DISTRICT
HOUSTON FUEL OIL TERMINAL COMPANY
NORTH TERMINAL MAP AND PROPERTY ACCOUNT INFORMATION

Harris Central Appraisal District

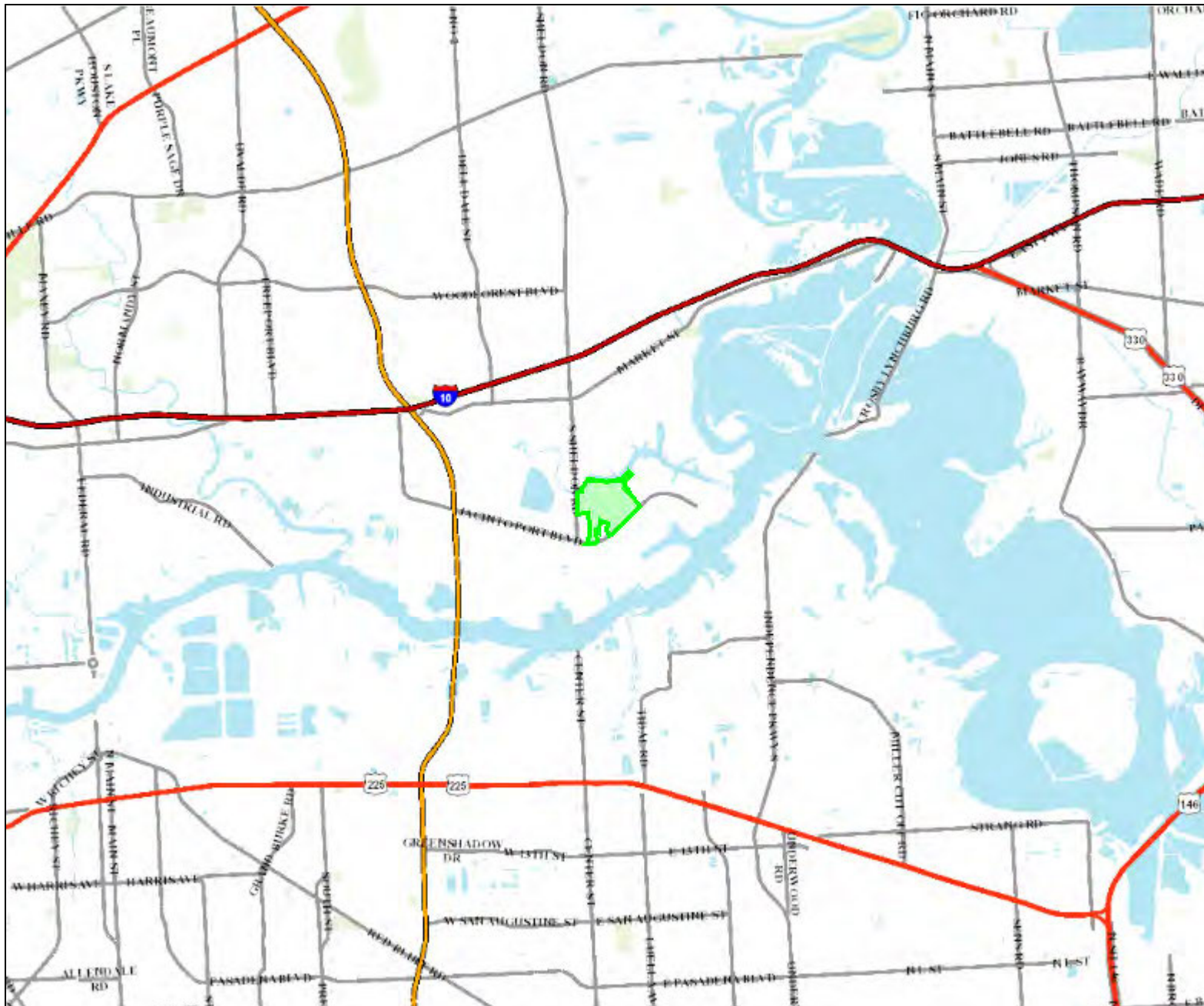


Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may **not** have been prepared for or be suitable for legal, engineering, or surveying purposes. It does **not** represent an on-the-ground survey and only represents the approximate location of property boundaries.



0 2,125 4,250 8,500 Feet

Date: 8/16/2023



HCOTCO LLC - North Terminal

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0402400050023

Tax Year: 2023



Print

Owner and Property Information										
Owner Name & Mailing Address: HOUSTON FUEL OIL TERMINAL 1201 S SHELDON RD HOUSTON TX 77015-6649					Legal Description: TRS 14 1H 1H-3 1H-6 1T 1W-1 & 1X ABST 28 HARRIS & CARPENTER Property Address: 16642 JACINTOPORT BLVD HOUSTON TX 77015					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map [®]
F2 -- Real, Industrial	8004 -- Land Neighborhood Section 4	E	0	7,986,068 SF	8,207,273	0	5982.07	4018 -- Interstate 10 East	6057A	498Q

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/07/2023	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
None	015	GALENA PARK ISD		Not Certified	1.354180	
	040	HARRIS COUNTY		Not Certified	0.343730	
	041	HARRIS CO FLOOD CNTRL		Not Certified	0.030550	
	042	PORT OF HOUSTON AUTHY		Not Certified	0.007990	
	043	HARRIS CO HOSP DIST		Not Certified	0.148310	
	044	HARRIS CO EDUC DEPT		Not Certified	0.004900	
	047	SAN JACINTO COM COL D		Not Certified	0.155605	
	667	HC EMERG SERV DIST 50		Not Certified	0.050000	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at [HCAD's information center at 13013 NW Freeway](#).

Valuations

Value as of January 1, 2022			Value as of January 1, 2023		
	Market	Appraised		Market	Appraised
Land	13,467,395		Land	13,467,395	
Improvement	237,910,855		Improvement	296,011,807	
Total	251,378,250	251,378,250	Total	309,479,202	309,479,202

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8004 -- Land Neighborhood Section 4	9783	SF	2,178,000	1.00	1.00	0.70	Shape or Size	0.70	3.50	2.45	5,336,100.00
2	8001 -- Land Neighborhood Section 1	9783	SF	5,808,068	1.00	1.00	0.70	Shape or Size	0.70	2.00	1.40	8,131,295.00

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	2012	Storage Tank - Small	Storage Tank - Medium	Average	100,000	Displayed
2	2012	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
3	2012	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
4	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
5	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
6	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
7	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
8	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
9	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View

10	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
11	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
12	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
13	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
14	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
15	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
16	2013	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
17	2012	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
18	2012	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
19	2012	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
20	2012	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
21	2012	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
22	2010	Storage Tank - Medium	Storage Tank - Medium	Average	38,000	View
23	2001	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
24	2010	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
25	2001	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
26	2009	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
27	2009	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
28	2009	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
29	2010	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
30	2014	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
31	2010	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
32	2012	Storage Tank - Medium	Storage Tank - Medium	Average	90,000	View
33	2012	Storage Tank - Medium	Storage Tank - Medium	Average	90,000	View
34	2001	Storage Tank - Tiny	Storage Tank - Tiny	Average	2,000	View
35	2009	Storage Tank - Small	Storage Tank - Small	Average	9,000	View
36	2017	Storage Tank - Large	Storage Tank - Large	Average	250,000	View
37	1997	Petroleum Refining / Industry	Industrial, Light Mftg.	Average	28,610	View
38	1999	Office Bldgs. Low-Rise (1 to 4 Stories)	Office Building	Average	6,000	View
39	1999	Office Bldgs. Low Rise (1 to 4 Stories)	Office Building	Average	6,200	View
40	1970	Petroleum Refining / Industry	Industrial, Light Mftg.	Average	50,900	View
41	1975	Office Bldgs. Low Rise (1 to 4 Stories)	Office Building	Average	2,000	View
42	1970	Office Bldgs. Low-Rise (1 to 4 Stories)	Office Building	Average	2,880	View
43	1993	Petroleum Refining / Industry	Industrial, Light Mftg.	Average	7,500	View
45	1995	Petroleum Refining / Industry	Shell, Industrial	Average	7,800	View
48	1995	Petroleum Refining / Industry	Industrial Warehouse	Average	4,000	View
49	1995	Office Bldgs. Low-Rise (1 to 4 Stories)	Office Building	Average	9,683	View
50	1995	Office Bldgs. Low Rise (1 to 4 Stories)	Office Building	Average	4,200	View
51	1995	Petroleum Refining / Industry	Industrial, Light Mftg.	Average	2,500	View
56	2011	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
57	2011	Storage Tank - Medium	Storage Tank - Medium	Average	100,000	View
58	2010	Storage Tank - Small	Storage Tank - Small	Average	10,000	View
59	2010	Storage Tank - Medium	Storage Tank - Medium	Average	13,000	View
60	2010	Storage Tank - Medium	Storage Tank - Medium	Average	13,000	View
61	2010	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
62	2010	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
63	2010	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
64	2010	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
65	2010	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
66	2010	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
67	2010	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
68	2011	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View
69	2011	Storage Tank - Medium	Storage Tank - Medium	Average	30,000	View

70	2010	Storage Tank - Medium	Storage Tank - Medium	Average	95,000	View
71	2010	Storage Tank - Medium	Storage Tank - Medium	Average	95,000	View
72	2017	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
73	2017	Storage Tank - Large	Storage Tank - Large	Average	400,000	View
74	2017	Storage Tank - Large	Storage Tank - Large	Average	400,000	View

Building Details (1)

Building Data		Building Areas	
Element	Detail	Description	Area
Market Index Adjustment	100% No Mkt Index Adjustment	BASE AREA PRI	100,000
Element	Units		
Base Value - Medium Tank	1		

Extra Features

Line	Description	Quality	Condition	Units	Year BUILT
5	Plant Assets 30yr life	Average	Average	484,819.00	2017
6	Plant Assets 30yr life	Average	Average	58,368.00	2015
7	Plant Assets 30yr life	Average	Average	34,072.00	2016
8	Plant Assets 30yr life	Average	Average	7,460,678.00	2015
9	10 ton-Industrial Overhead Crane	Average	Average	1.00	1997
10	Craneway (10 ton Capacity)	Average	Average	600.00	1997
11	CANOPY ROOF AND SLAB	Average	Average	2,000.00	1997
12	CANOPY ROOF AND SLAB	Average	Average	160.00	1999
14	Stabilized Gravel Paving	Average	Average	11,904.00	1997
15	Paving - Heavy Concrete	Average	Average	369.00	1997
17	Stabilized Gravel Paving	Average	Average	175,000.00	1997
19	10 ton-Industrial Overhead Crane	Average	Average	1.00	1997
20	Craneway (10 ton Capacity)	Average	Average	600.00	1997
21	CANOPY ROOF AND SLAB	Average	Average	2,000.00	1997
22	10 ton-Industrial Crane Light Duty	Average	Average	5.00	1970
23	Craneway (10 ton Capacity)	Average	Average	720.00	1970
24	Wet Sprinkler	Average	Average	2,000.00	1975
25	10 ton-Industrial Crane Heavy Duty	Average	Average	1.00	1993
26	Craneway (10 ton Capacity)	Average	Average	400.00	1993
28	Paving - Asphalt	Average	Average	75,000.00	1970
29	Paving - Asphalt	Average	Average	32,700.00	1970
30	Paving - Heavy Concrete	Average	Average	25,800.00	1970
31	Railroad Spur	Average	Average	500.00	1970
32	Paving - Heavy Concrete	Average	Average	7,000.00	1970
42	Portable/Modular Office - Average	Excellent	Very Good	2,500.00	2016
43	UTILITY BLDG - METAL	Average	Average	780.00	1995
44	UTILITY BLDG - FRAME	Average	Average	588.00	1970
45	UTILITY BLDG - FRAME	Average	Average	288.00	1995
46	UTILITY BLDG - BRICK/STONE	Average	Average	108.00	1995
49	Enclosure, Office	Average	Average	880.00	1995
51	CANOPY ROOF AND SLAB	Average	Average	264.00	1995
52	CANOPY ROOF AND SLAB	Average	Average	3,168.00	2008
53	CANOPY ROOF AND SLAB	Average	Average	3,360.00	2010
54	UTILITY BLDG - METAL	Average	Average	390.00	2009
55	CANOPY ROOF AND SLAB	Average	Average	1,840.00	1995
56	CANOPY ROOF AND SLAB	Average	Average	756.00	2016
57	Paving - Light Concrete	Average	Average	12,150.00	2016
58	Portable/Modular Office - Average	Average	Average	4,340.00	1970

59	CANOPY ROOF AND SLAB	Average	Average	620.00	1995
60	Portable/Modular Office - Average	Average	Average	4,902.00	1970
61	CANOPY ROOF AND SLAB	Average	Average	612.00	1995
62	Portable/Modular Office - Average	Average	Average	3,234.00	1970
63	CANOPY ONLY	Average	Average	450.00	1995
64	CANOPY ROOF AND SLAB	Average	Average	1,248.00	1995
65	CANOPY ONLY	Average	Average	352.00	1995
66	CANOPY ONLY	Average	Average	176.00	1995
67	Portable/Modular Office - Average	Average	Average	1,525.00	1970
69	Plant Assets 30yr life	Average	Average	3,000,000.00	2010
70	Plant Assets 30yr life	Average	Average	3,000,000.00	2010
71	Plant Assets 25yr life	Average	Average	8,140,104.00	1982
72	Plant Assets 25yr life	Average	Average	270,875.00	1982
73	Plant Assets 25yr life	Average	Average	173,024.00	1983
74	Plant Assets 25yr life	Average	Average	103,354.00	1984
75	Plant Assets 25yr life	Average	Average	4,111.00	1985
76	Plant Assets 25yr life	Average	Average	613.00	1986
77	Plant Assets 25yr life	Average	Average	998.00	1986
78	Plant Assets 25yr life	Average	Average	14,499.00	1988
79	Plant Assets 25yr life	Average	Average	2,267.00	1988
80	Plant Assets 25yr life	Average	Average	112,398.00	1989
81	Plant Assets 25yr life	Average	Average	240,760.00	1990
82	Plant Assets 25yr life	Average	Average	155,690.00	1991
83	Plant Assets 25yr life	Average	Average	3,635,042.00	1992
84	Plant Assets 25yr life	Average	Average	185,549.00	1993
85	Plant Assets 25yr life	Average	Average	7,274.00	1993
86	Plant Assets 25yr life	Average	Average	53,621.00	1994
87	Plant Assets 25yr life	Average	Average	20,805.00	1994
88	Plant Assets 25yr life	Average	Average	526,493.00	1995
89	Plant Assets 25yr life	Average	Average	29,282.00	1995
90	Plant Assets 25yr life	Average	Average	669,728.00	1996
91	Plant Assets 25yr life	Average	Average	43,087.00	1996
92	Plant Assets 25yr life	Average	Average	121,970.00	1997
93	Plant Assets 25yr life	Average	Average	9,835.00	1997
94	Plant Assets 25yr life	Average	Average	106,126.00	1998
95	Plant Assets 25yr life	Average	Average	307,540.00	1998
96	Plant Assets 25yr life	Average	Average	44,275.00	1998
97	Plant Assets 15yr life	Average	Average	48,268.00	1999
98	Plant Assets 25yr life	Average	Average	124,136.00	1999
99	Plant Assets 25yr life	Average	Average	9,556.00	1999
100	Plant Assets 15yr life	Average	Average	2,327.00	2000
101	Plant Assets 25yr life	Average	Average	193,557.00	2000
102	Plant Assets 25yr life	Average	Average	38,808.00	2000
103	Plant Assets 15yr life	Average	Average	28,866.00	2001
104	Plant Assets 25yr life	Average	Average	3,583,311.00	2001
105	Plant Assets 25yr life	Average	Average	33,914.00	2001
106	Plant Assets 15yr life	Average	Average	13,376.00	2002
107	Plant Assets 25yr life	Average	Average	277,808.00	2002
108	Plant Assets 25yr life	Average	Average	19,230.00	2003
109	Plant Assets 25yr life	Average	Average	445,766.00	2003
110	Plant Assets 25yr life	Average	Average	16,491.00	2003
111	Plant Assets 15yr life	Average	Average	15,329.00	2004
112	Plant Assets 25yr life	Average	Average	883,088.00	2004

113	Plant Assets 25yr life	Average	Average	19,063.00	2004
114	Plant Assets 15yr life	Average	Average	18,728.00	2005
115	Plant Assets 25yr life	Average	Average	1,638,795.00	2005
116	Plant Assets 25yr life	Average	Average	55,831.00	2005
117	Plant Assets 25yr life	Average	Average	397,448.00	2006
118	Plant Assets 25yr life	Average	Average	46,506.00	2006
119	Plant Assets 15yr life	Average	Average	34,196.00	2007
120	Plant Assets 25yr life	Average	Average	329,184.00	2007
121	Plant Assets 25yr life	Average	Average	117,879.00	2007
122	Plant Assets 15yr life	Average	Average	2,525.00	2008
123	Plant Assets 25yr life	Average	Average	273,875.00	2008
124	Plant Assets 25yr life	Average	Average	583,063.00	2008
125	Plant Assets 15yr life	Average	Average	135,624.00	2009
126	Plant Assets 25yr life	Average	Average	2,280,947.00	2009
127	Plant Assets 25yr life	Average	Average	102,312.00	2009
128	Plant Assets 15yr life	Average	Average	106,996.00	2010
129	Plant Assets 25yr life	Average	Average	4,036,182.00	2010
130	Plant Assets 15yr life	Average	Average	18,774.00	2011
131	Plant Assets 25yr life	Average	Average	374,231.00	2010
132	Plant Assets 25yr life	Average	Average	7,044,707.00	2011
133	Plant Assets 25yr life	Average	Average	42,501.00	2011
134	Plant Assets 15yr life	Average	Average	3,328,707.00	2013
135	Plant Assets 25yr life	Average	Average	4,011,955.00	2013
136	Plant Assets 10yr life	Average	Average	1,310.00	2013
137	Plant Assets 25yr life	Average	Average	166,582.00	2015
138	Plant Assets 25yr life	Average	Average	108,691.00	2016
139	Plant Assets 30yr life	Average	Average	54,332.00	2017
140	Central Air Conditioner	Average	Average	880.00	1995

ATTACHMENT C
WATER CONSERVATION PLAN 30 TAC §295.9
(TECHNICAL INFORMATION REPORT -
WORKSHEET 6.0, p. 20, ITEM 1.a.)



Texas Commission on Environmental Quality

Water Availability Division

MC-160, P.O. Box 13087 Austin, Texas 78711-3087

Telephone (512) 239-4600, FAX (512) 239-2214

Industrial Water Conservation Plan

This form is provided to assist entities in developing a water conservation plan for industrial water use. If you need assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

Additional resources such as best management practices (BMPs) are available on the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information

Name: HFOTCO LLC

Address: 15855 Jacintoport Blvd., Houston, TX 77015

Telephone Number: (281)446-7070 Fax: ()

Form Completed By: Desiree D. Wescott

Title: Executive Director, Technical Services, The WCM Group, LLC

Signature: Desiree Wescott Date: 11/07/2023

A water conservation plan for industrial use must include the following requirements (as detailed in 30 TAC Section 288.3). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

I. BACKGROUND DATA

A. Water Use

1. Annual diversion appropriated or requested (in acre-feet):

333.34

2. Maximum diversion rate (cfs):

34.6901 or 15,570 (gpm)

B. Water Sources

1. Please indicate the maximum or average annual amounts of water currently used and anticipated to be used (in acre-feet) for industrial purposes:

<i>Source</i>	<i>Water Right No.(s)</i>	<i>Current Use</i>	<i>Anticipated Use</i>
Surface Water			333.34
Groundwater			
Purchased			
Total			

2. How was the surface water data and/or groundwater data provided in B(1) obtained?

Master meter ; Customer meter ; Estimated X ; Other

3. Was purchased water raw or treated?

If both, % raw 100; % treated ; and Supplier(s)

C. Industrial Information

1. Major product(s) or service(s) produced by applicant:

Bulk Oil Terminal

2. North American Industry Classification System (NAICS):

493190

II. WATER USE AND CONSERVATION PRACTICES

A. Water Use in Industrial Processes

<i>Production Use</i>	<i>% Groundwater</i>	<i>% Surface Water</i>	<i>% Saline Water</i>	<i>% Treated Water</i>	<i>Water Use (in acre-ft)</i>
Cooling, condensing, & refrigeration					
Processing, washing, transport					
Boiler feed					
Incorporated into product					
Other		100			333.34

<i>Facility Use</i>	<i>% Groundwater</i>	<i>% Surface Water</i>	<i>% Saline Water</i>	<i>% Treated Water</i>	<i>Water Use (in acre-ft)</i>
Cooling tower(s)	_____	_____	_____	_____	_____
Pond(s)	_____	_____	_____	_____	_____
Once through	_____	100	_____	_____	333.34
Sanitary & drinking water	_____	_____	_____	_____	_____
Irrigation & dust control	_____	_____	_____	_____	_____

1. Was fresh water recirculated at this facility? ☐ Yes ☒ No

2. Provide a detailed description of how the water will be utilized in the industrial process.

The water will be used for Fire Fighting Equipment Testing and Hydrostatic Testing

3. Estimate the quantity of water consumed in production processes and is therefore unavailable for reuse, discharge, or other means of disposal.

0

4. Monthly water consumption for previous year (in acre-feet).

<i>Month</i>	<i>Diversion Amount</i>	<i>% of Water Returned (If Any)</i>	<i>Monthly Consumption</i>
January	_____	_____	_____
February	_____	_____	_____
March	_____	_____	_____
April	_____	_____	_____
May	_____	_____	_____
June	_____	_____	_____
July	_____	_____	_____
August	_____	_____	_____

September			
October			
November			
December			
Totals			0

5. Projected monthly water consumption for next year (in acre-feet).

<i>Month</i>	<i>Diversion Amount</i>	<i>% of Water Returned (If Any)</i>	<i>Monthly Consumption</i>
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Totals	333.34	100	333.34

B. Specific and Quantified Conservation Goal *N/A*

Water conservation goals for the industrial sector are generally established either for (1) the amount of water recycled, (2) the amount of water reused, or (3) the amount of water not lost or consumed, and therefore is available for return flow.

1. Water conservation goal (water use efficiency measure)

Type of goal(s):

% reused water

100 % of water not consumed and therefore returned

Other (specify)

2. Provide specific, quantified 5-year and 10-year targets for water savings and the basis for development of such goals for this water use/facility.

Quantified 5-year and 10-year targets for water savings:

a. 5-year goal:

b. 10-year goal:

3. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, and verify the accuracy is within plus or minus 5%.

4. Provide a description of the leak-detection and repair, and water-loss accounting measures used.

Visual inspections and line pressure monitoring to identify leaks. Regular maintenance.

5. Describe the application of state-of-the-art equipment and/or process modifications used to improve water use efficiency.

Water treatment systems to collect and process contact wastewater for eventual discharge back to source.

6. Describe any other water conservation practice, method, or technique which the user shows to be appropriate for achieving the stated goal or goals of the water conservation plan:

III. Water Conservation Plans submitted with a Water Right Application for New or Additional State Water

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
2. evaluates conservation as an alternative to the proposed appropriation; and
3. evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

Additionally, it shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.

ATTACHMENT D PUBLIC INVOLVEMENT PLAN



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

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

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

Section 1. Preliminary Screening

- ☒ New Permit or Registration Application
☐ New Activity - modification, registration, amendment, facility, etc. (see instructions)

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

Section 2. Secondary Screening

- ☐ Requires public notice,
☐ Considered to have significant public interest, and
☒ Located within any of the following geographical locations:

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

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

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

Section 3. Application Information

Type of Application (check all that apply):

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

Water Quality

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

Water Rights New Permit

- ☐ New Appropriation of Water
- ☐ New or existing reservoir

Amendment to an Existing Water Right

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

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Section 5. Community and Demographic Information

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

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

(City)

(County)

(Census Tract)

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

☐

City

☐

County

☐

Census Tract

(a) Percent of people over 25 years of age who at least graduated from high school

(b) Per capita income for population near the specified location

(c) Percent of minority population and percent of population by race within the specified location

(d) Percent of Linguistically Isolated Households by language within the specified location

(e) Languages commonly spoken in area by percentage

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

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

☐ Yes ☐ No

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

☐ Yes ☐ No

If Yes, please describe.

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

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

☐ Yes ☐ No

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

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

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

- ☐ TCEQ Regional Office ☐ TCEQ Central Office
- ☐ Public Place (specify)

Section 7. Voluntary Submittal

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

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

☐ Yes ☐ No

What types of notice will be provided?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)