APPLICATION FOR A TEMPORARY WATER USE PERMIT GREATER THAN 10 ACRE-FEET OF WATER

Rincon Location
Nueces Bay, Corpus Christi
Nueces County, Texas

TCEQ Water Rights Permitting
Mail Code 160
12100 Park 35 Circle, Austin, TX 78753

e-mail: WRPT@tceq.texas.gov





TCEQ Core Data Form

TCEQ Use Only

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

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)												
New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)												
Renewa	(Core Da	ith the rene	ewal form)] [☐ Other							
2. Customer Reference Number (if issued)					s link to sea	1011	. Reg	ulated	Entity	Reference	e Number <i>(i</i>	f issued)
CN				RN numbers I Registry**		RN						
ECTION II: Customer Information												
			Date for Customer Information Updates (mm/dd/yyyyy)									
✓ New Customer✓ Change in Legal Name (Verifiable with the Texas Set			Update to Customer Information							Entity Ownership		
												active with the
		f State (SOS)	-	•			-					
6. Customer	Legal Na	ne (If an individual	l, print last name	first: eg: D	loe, John)		<u>If r</u>	new Cu	stomer,	enter previ	ous Custome	er below:
TTL, Inc												
7. TX SOS/CPA Filing Number 8. TX State			8. TX State	e Tax ID (11 digits)			9. Federal Tax ID (9 digits)) (9 digits)	10. DUNS Number (if applicable)	
11. Type of Customer:			on		Individu	ual Partnership: ☐ General ☐ Limited						
Government: City County Federal State Other			State Other	Sole Proprietorship Other:								
12. Number of Employees ☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500			X 251-500	501	13. Independently Owned and Operated? Solution							
14. Custome	r Role (Pr	oposed or Actual) -	as it relates to t	the Regulat	ted Entity lis	ted on t	his fori	n. Pleas	se check	one of the	following	
Owner Occupational Licensee Responsible Party					Owner & Voluntary			olicant		Other:		
	1721	Jones Maltsk	erger Road									
15. Mailing	Suite 101											
Address:	City			State			ZIP	78247			ZIP + 4	
16, Country I	Mailing In	formation (if outsi	de USA)			17, E-I	Mail A	ddress	6 (if appli	cable)		
•	•	,	,						, ,,			
18. Telephon	e Numbe	•		19. Extension or Code			20. Fax Number (if applicable)					ole)
(210)888 - 6100									()	-	
ECTION	III: R	egulated En	tity Infor	mation	<u>1</u>							
21. General F	Regulated	Entity Informati	on (If 'New Re	gulated E	ntity" is se	lected b	elow	this for	m shoul	d be acco	mpanied by	a permit application)
X New Regu	lated Enti	ty 🗌 Update	to Regulated E	Intity Nam	ne 🗌 L	Jpdate t	o Reg	ulated	Entity In	nformation	ı	
The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal												
of organizational endings such as Inc, LP, or LLC).												
	22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)											
CC Ship Channel - Viola Turning Basin/Suntide												

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23. Street Address of										
the Regulated Entity:										
(No PO Boxes)	City		State		ZIP			ZIP + 4		
24. County	Nueces	Nueces County								
	Er	nter Physical Lo	ocation Description	n if no stre	et address	s is provid	ed.			
25. Description to Physical Location:	Approxim	ately 1,500 ft	north west of ta	230 Rino	on Road,	Corpus	Christi,	TX.		
26. Nearest City						State		Nearest ZIP Code		
Corpus Christi						Texas		78	3409	
27. Latitude (N) In Decin	nal:			28. L	ongitude (V	V) I n Deci	ma l :			
Degrees	, ,		Seconds	Degree	es	Mir	nutes		Seconds	
27	50		9.8		97	,			29.1	
29. Primary SIC Code (4	digits) 30.	Secondary S I C	Code (4 digits)	31. Primar	y NAICS C	ode	32. Sec (5 or 6 dig	ondary NAI	CS Code	
				(5 or 6 digits	i o digits)		(3 01 0 01)	jito)		
33. What is the Primary	Business of	this entity?	(Do not repeat the SIC o	or NAICS desc	ription)					
Engineering and				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	inpuori.)					
	17215 Jones Maltsberger Road									
34. Mailing										
Address:	Suite 10	San Antonio	State	State TX				ZIP + 4		
25 5 Mail Address	City	Gail Altonio	State	17	ZIP	78247		ZIP T 4		
35. E-Mail Address:	ne Number		37, Extension	or Code		38	Fav Num	ber (if appli	cahla)	
•	34 2027		57 LALENSION	30,1 ax 14umz) -			
9. TCEQ Programs and ID orm. See the Core Data Form i	Numbers C			mits/registrat	ion numbers	that will be	affected by	the updates	submitted on this	
☐ Dam Safety	Districts		Edwards Aquif	er	Emissi	ons Inventor	ry Air	☐ Industrial Hazardous Waste		
Municipal Solid Waste	☐ New Source Review Air		☐ OSSF		Petroleum Storage		Tank	PWS		
Sludge	Storm Water		☐ Title V Air		Tires			Used Oil		
□ V-ltOl	W		Mantauritan Aminutan		Water Diable					
☐ Voluntary Cleanup	☐ Waste Water		☐ Wastewater Agriculture		▼ Water Rights			Other:		
SECTION IV: Pre	parer In	formation								
40. Tomas Herna	ndez, Jr.			41. Title:	Vice	Preside	nt			
42. Telephone Number	43. Ext./Cod	e 44. Fax	Number	45. E-Ma	E-Mail Address					
(210) 888 -6100		() -							
SECTION V: Aut	horized	Signature	-				_			
6. By my signature below, ignature authority to submit	I certify, to	the best of my k								

signature authority to identified in field 39.

Company:	TTL, Inc.	Job Title:	Vice President			
Name (In Print):	Tomas Hernandez,	Jr.			Phone:	(210)888-6100
Signature:	7-30				Date:	1/9/2023

TCEQ-10400 (02/21) Page 2 of 2

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087 MC-160, Austin, Texas 78711-3087
Telephone (512) 239-4600, FAX (512) 239-4770

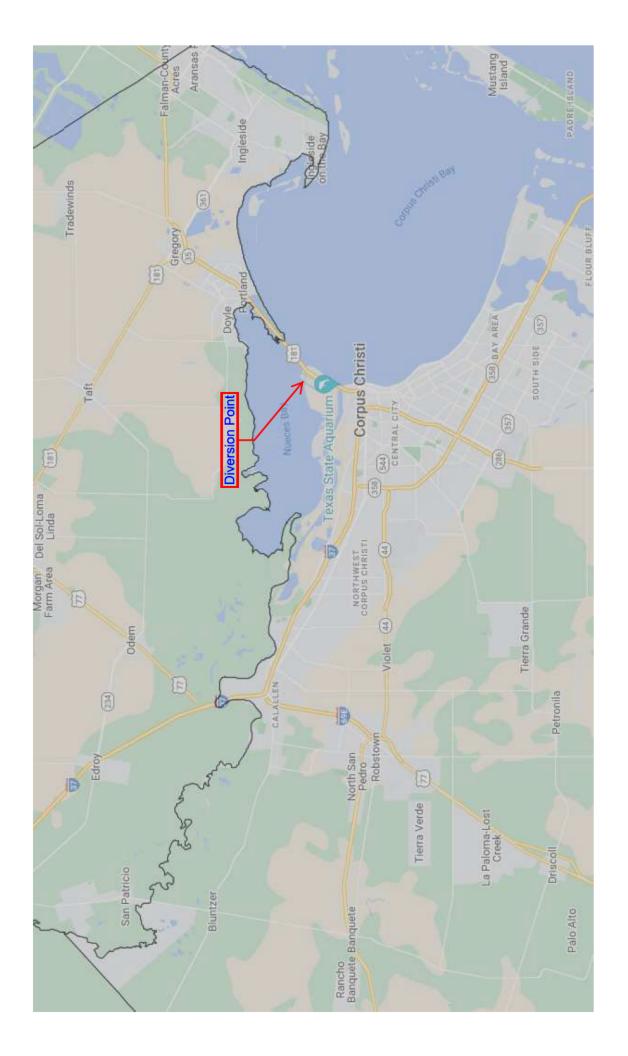
APPLICATION FOR A TEMPORARY WATER USE PERMIT FOR MORE THAN 10 ACRE-FEET OF WATER, AND/OR FOR A DIVERSION PERIOD LONGER THAN ONE CALENDAR YEAR

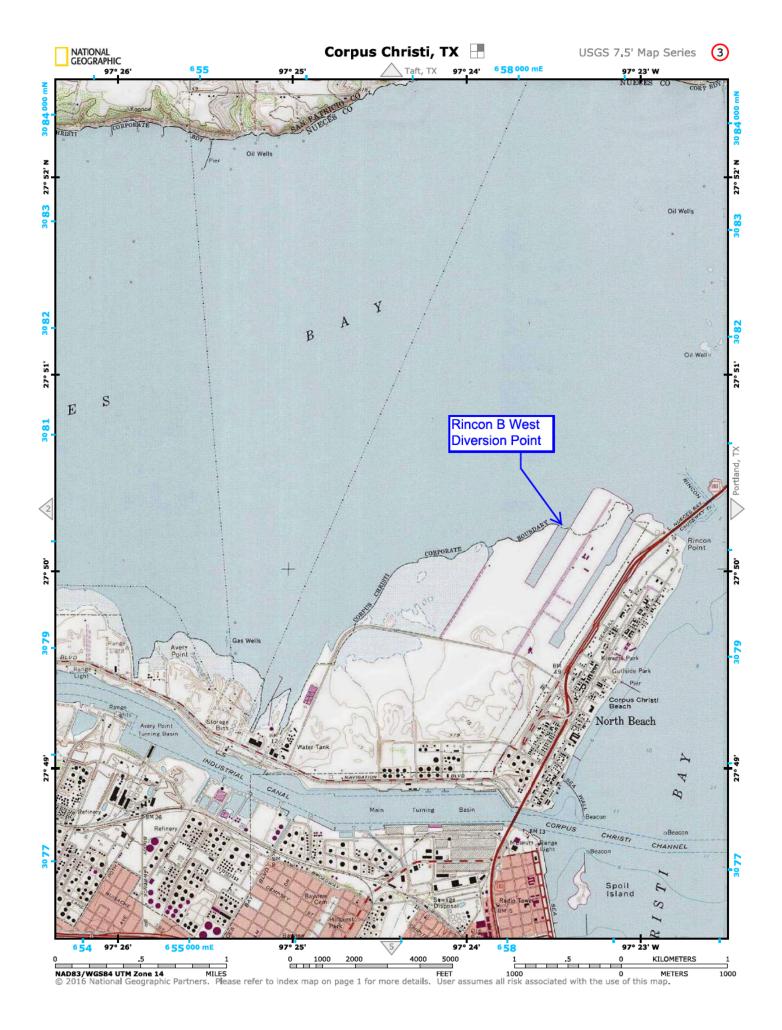
This form is for an application for a temporary permit to divert water under Section 11.138, Texas Water Code. Any permit granted from this application may be suspended at any time by the applicable TCEQ Office if it is determined that surplus water is no longer available.

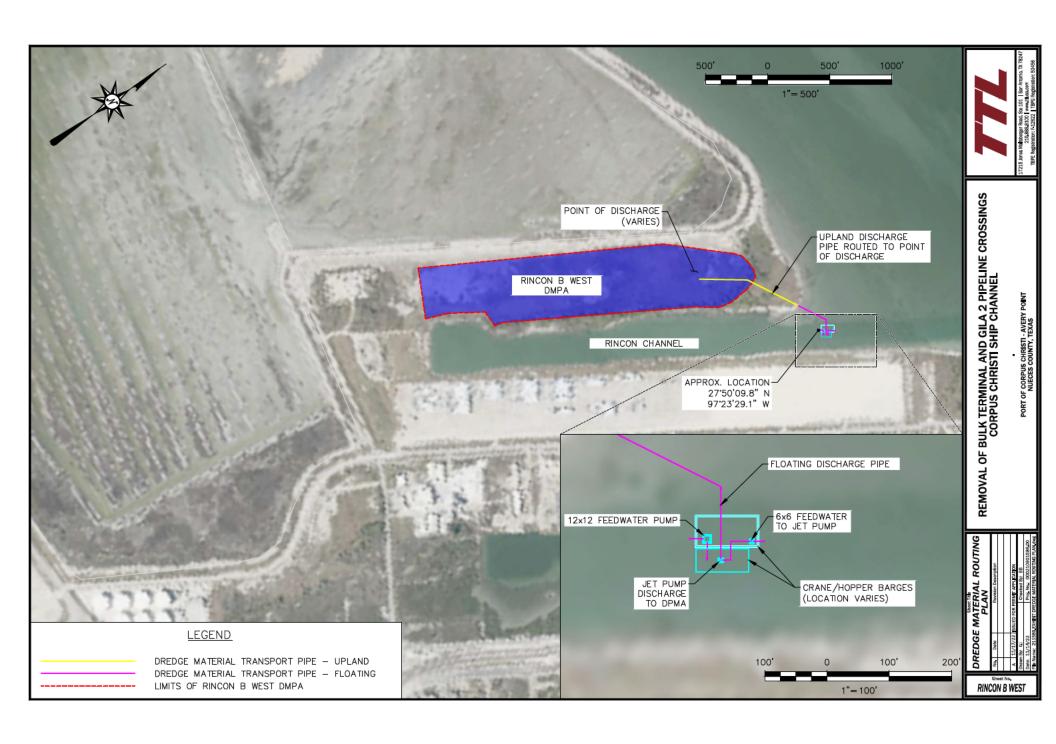
Notice: This form will not be processed until all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol.

	A Name: III IDC			
	A. Name: TTL, Inc.	Suita 101 Can Antonia Toyas 783	147	
	 B. Mailing Address: <u>17215 Jones Maltsberger Road</u> C. Telephone Number: <u>210-888-6100</u> Fax Number: 			
	The state of the s	E-mail Address.		_
	 Applicant owes fees or penalties? Tyes X No If yes, provide the amount and the nature of the fee or penalties. 	alty as well as any identifying number:		
		ny do non do dry dondying rambon		
	E. Describe Use of Water <u>Transfer/pump dredge mate</u>	rials from Corpus Christi Ship Chan	nel to DMPA	4
	F. Description of Project (TDH Project No. if applicable) Nue		nt Area	
	G. Highway Designation No. Near 4230 Rincon Rd, CC	*		
2.	Type of Diversion (check one):	3. Rate of Diversion:		
	From Stream X From Reservoir	A. Maximum _7,000	c	pm
		(capacity of pu		
4.	Amount and Source of Water:			
	acre-feet of water within a period of10 r	nonths (specify term period not to excee	d a three year	term). The water
	is to be obtained from CC Ship Channel , tributary of, Nueces-Rio	Grande Costal Basin.		
5.	Location of Diversion Point: Provide Latitude and Longitude in			
	to calculate the diversion point location.			
	At Latitude 27.836060 °N, Longitude 97.391420	°W, ((at) or (near) the stream crossing	of), (at a reser	voir in the vicinity
	of) Rincon R(R-O-W) (Highway), located in Zip Code 78402			
		County, and 1.5 miles in a no		
	USS Lexington (monument) , a nearby tow	n shown on County road map. Note: Distant	ce in straight lin	e miles.
	Enclose a USGS 7.5 minute topographic map with the diversion properties required for water used from any private reservoir, or properties and private reservoir.	point and/or the return water discharge points vivate access to diversion point.	labeled. Own	er's written
6.	Access to Diversion Point (check one): 7.	Fees Enclosed:	10 ac-ft or less	greater than 10 ac-ft
	☐ Public right-of-way	Filing	\$ 100.00	\$ 250.00
	☐ Private property F	Recording	\$ 1.25	\$ 1.25
	(A letter of permission from landowner is attached) Other (Explain)	Use (\$1.00 per ac-ft or fraction thereof) Note: 1 ac-ft = 325,851 gals. Total	\$	\$ 2,500.00 \$ 2,751.25
	Other (Explain)	1 ac-ft = 7758.35 bbls.)	Φ	\$_2,151.25
		it is granted, the Dermittee is required by lev	to report the	
	Upon completion of any project for which a temporary water permused. This document must be properly signed and duly notarized Environmental Quality.	before it can by accepted or considered by	the Texas Com	mount of water mission on
	Upon completion of any project for which a temporary water permused. This document must be properly signed and duly notarized Environmental Quality.	before it can by accepted or considered by	the Texas Com	amount of water imission on
	used. This document mast be properly signed and duly notarized	before it can by accepted or considered by Tomas Hernandez, Jr.	the Texas Com	mount of water mission on
	used. This document mast be properly signed and duly notarized	before it can by accepted or considered by	the Texas Com	amount of water imission on
ubscrib	used. This document must be properly signed and duly notarized Environmental Quality.	Tomas Hernandez, Jr.	the Texas Com	mount of water mission on
ıbscrib	used. This document must be properly signed and duly notarized Environmental Quality. Name (sign)	Tomas Hernandez, Jr.	the Texas Com	amount of water imission on
bscrib	used. This document must be properly signed and duly notarized Environmental Quality. Name (sign)	Tomas Hernandez, Jr.	the Texas Com	amount of water imission on
bscrib	used. This document must be properly signed and duly notarized Environmental Quality. Name (sign)	Tomas Hernandez, Jr.	the Texas Com	amount of water imission on

Notary ID 133838132







WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF NUECES

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN MINERALS CORPORATION, a Delaware corporation, with a permit to do business in the State of Texas, and with its principal office and place of business in Corpus Christi, Nueces County, Texas, hereinafter called "Grantor," for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by NUECES COUNTY NAVIGATION DISTRICT NO. 1, with its principal office and place of business in Corpus Christi, Texas, hereinafter called "Grantee," has BARGAINED, GRANTED, SOLD and CONVEYED, and by these presents does BARGAIN, GRANT, SELL and CONVEY unto the said NUECES COUNTY NAVIGATION DISTRICT NO. 1, subject to the easements, exceptions and reservations shown of record, the following described land lying and being situated in the County of Nueces, State of Texas, and being more particularly described as follows, to-wit:

Being 67.37 acres, more or less, out of Survey 582 patented by the State of Texas to W. S. McGregor by Patent No. 128, Volume 35, and being all that part of the Third Tract North of the S.A.U.&G. Railroad right-of-way described in that certain warranty deed from Houston Oil Company of Texas to Grantor, dated December 18, 1950, and recorded in Volume 499, pages 195-98 of the Deed Records of Nueces County, Texas, said 67.37 acres, more or less, being more particularly described by metes and bounds according to a survey made thereof by Jones & Van Pelt, Inc., in January, 1951, as follows:

Beginning at a point on the North line of the S.A.U.&G. Railroad right-of-way and on the West line of said 67.37 acres for the Southwest corner of said 67.37 acres; Thence North 0° 18' 30" West 1121.83 feet to a point for the Northwest corner of the 67.37 acres; Thence South 87° 12' 30" East 387.05 feet to a point; Thence North 81° 04' 30" East 850 feet to a point; Thence North 84° 47' 30" East 200 feet to a point; Thence South 86° 28' 30" East 405.15 feet to a point for the Northeast corner of this 67.37 acre tract; Thence South 0° 18' 30" East 2142.7 feet to a point in the North line of the S.A.U.&G. Railroad right-of-way for the Southeast corner of said 67.37 acres; Thence in a Northwesterly direction along the North line of the S.A.U.&G. Railroad right-of-way a distance of 2050.75 feet, more or less, to the place of beginning, containing 67.37 acres, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and

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forever defend, subject to the easements, reservations and exceptions now of record in Nueces County, Texas, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this instrument by and through its duly authorized officers and has affixed its corporate seal hereto on this the 30th day of September, A. D. 1959.

SOUTHERN MINERALS CORPORATION

ATTEST:

By Maston Nixon, President

9-30.57

THE STATE OF TEXAS I

Assistant Secretary

BEFORE ME, the undersigned authority, on this day personally appeared MASTON NIXON, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and known to me to be the President of SOUTHERN MINERALS CORPORATION, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of September, A. D. 1959.

Violet Morgan VIOLET MORGAN

Notary Public in and for

Nucces County, Texas.



SANTA CONTRACTOR

The State of State of









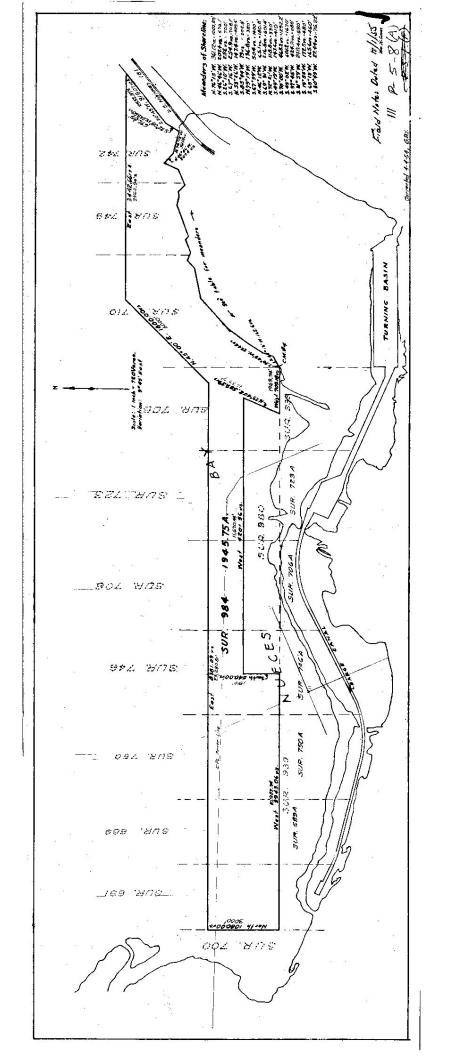








THE STATE OF TEXAS COUNTY OF NUECES. I, Mrs. Henry E. Gouger, Clerk of the County Court in and for said County, do hereby ce that the foregoing instrument	
Dated this 30 day of 19.57, with its certain authentication, was filed for record in my office the 1/2 day of 0.4., 19.50 at 2.30 o'clock for M., and duly recorded the 1/2 day of 0.4., 19.50 o'clock for M., and duly recorded the 1/2 day of 0.4.	
County, in Vol. 869, on Pages // 4 - 1/6 Witness my hand and seal of the County Court of said County at office in Corpus Christi, To the day and year last above written. Mrs. Henry E. Gouger, County Clerk, Nueces County	exas,





December 2, 2022

TTL
Tomas Hernandez, Jr., P.G.
Vice President/Regional Manager
17215 Jones Maltsberger Rd. #101
San Antonio, TX 78247

Subject: Access to PCCA Property for Dredging Operations at Avery Point and Bulk

Terminal

This correspondence is being provided to you as requested related to the request by Texas Commission on Environmental Quality (TCEQ) for access to the diversion points identified in the attached exhibit. Access to the Port of Corpus Christi Authority's (PCCA) property at the four (4) locations, as shown in Exhibit A-1, is conditioned upon the following:

- 1. Temporary access of vehicles, equipment and materials on the PCCA Properties is limited to that reasonably necessary to conduct the work. PCCA Properties may not be used for general storage of vehicles, equipment, and materials unless approved by PCCA prior to storage.
- 2. The Work will not interrupt or significantly alter existing or future drainage, traffic flow, or site operations on the PCCA Properties.
- 3. Any permits required for the Work are the responsibility of TTL. TTL will provide copies of all such permits to PCCA Director of Environmental Planning & Compliance within five (5) business days after receipt by TTL.
- 4. Prior to commencement of any Work, TTL will provide PCCA a current copy of the Health and Safety Plan for the Work and will provide PCCA any subsequent updates to such Plan.
- 5. In connection with the Work under this Agreement, TTL will comply with all applicable federal, state and local statutes, laws, ordinances, regulations, codes, permits, licenses, authorizations and rules, and other provisions having the force and effect of law, in each case as amended, and including any judicial or administrative orders, determinations, writs, injunctions, judgments and decrees relating to human health or safety, Hazardous Substances or the Environment, including PCCA's Tariff 100-A.
- 6. TTL shall promptly, at TTL's sole cost and expense, restore and repair (as nearly as practical) any damage to the PCCA Properties caused by the Work to the condition immediately preceding the Work, normal wear and tear excepted, and shall keep Authority free and clear of any mechanic's liens and materialmen's liens in connection with access to the PCCA Properties.



- 7. TTL agrees to carry and maintain, at its sole expense, the policies of insurance described in Exhibit A attached hereto.
- 8. Upon execution of a formal agreement between PCCA and TTL, the terms of the formal agreement shall control.

If you have any questions, please contact me at (361) 885-6140.

Sam Esquivel
Director of Real Estate Services

cc: Sarah Garza Dan Koesema

EXHIBIT A INSURANCE REQUIREMENTS

Without limiting the indemnity obligations or liabilities of Grantee or its insurers, provided herein, Grantee agrees to procure and maintain at its sole expense during the term of the Contract the following policies of insurance (sometimes collectively referred to in this exhibit as the "*Policies*") and in at least the minimum amounts specified below:

<u>TYPE OF INSURANCE</u> <u>MINIMUM LIMITS</u>

A. Workers' Compensation Statutory

In the event that the work of Grantee's employees fall within the purview of the United States Longshore and Harbor Workers' Compensation Act, the Jones Act or the Federal Employers' Liability Act, Grantee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

B. Employer's Liability \$1,000,000 per Occurrence \$1,000,000 Aggregate

C. Commercial General Liability \$3,000,000 per Occurrence \$5,000,000 Aggregate

The Commercial General Liability shall cover or be endorsed to cover bodily injury, personal injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability, railroad protective liability, marine liability, and time element pollution coverage.

D. Business Automobile Liability \$1,000,000 per Occurrence

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E. Umbrella Liability \$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

F. Pollution Liability \$2,000,000 per Occurrence

Sudden and Accidental Pollution liability insurance covering bodily injury, property damage, environmental cleanup, remediation, disposal, and other losses caused by pollution conditions occurring during the term of this Contract. If Grantee's Commercial General Liability and Umbrella policies contain a deletion of the pollution coverage exclusion, then this policy is not required.

G. Protection & Indemnity (P&I) \$3,000,000 per Occurrence

Should any of the work require marine operations, the Grantee shall provide Protection & Indemnity insurance with respect to bodily injury and/or property damage arising from marine operations.

Grantee's liability shall not be limited to the specified amounts of insurance required herein. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Grantee agrees to immediately provide to each of its insurers written notice of the terms of the waiver set forth in this Exhibit B, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver. Grantee will provide to Authority a copy of said endorsement or endorsement or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver. Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Workers' Compensation and Employer's Liability. Each policy, except Workers' Compensation must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

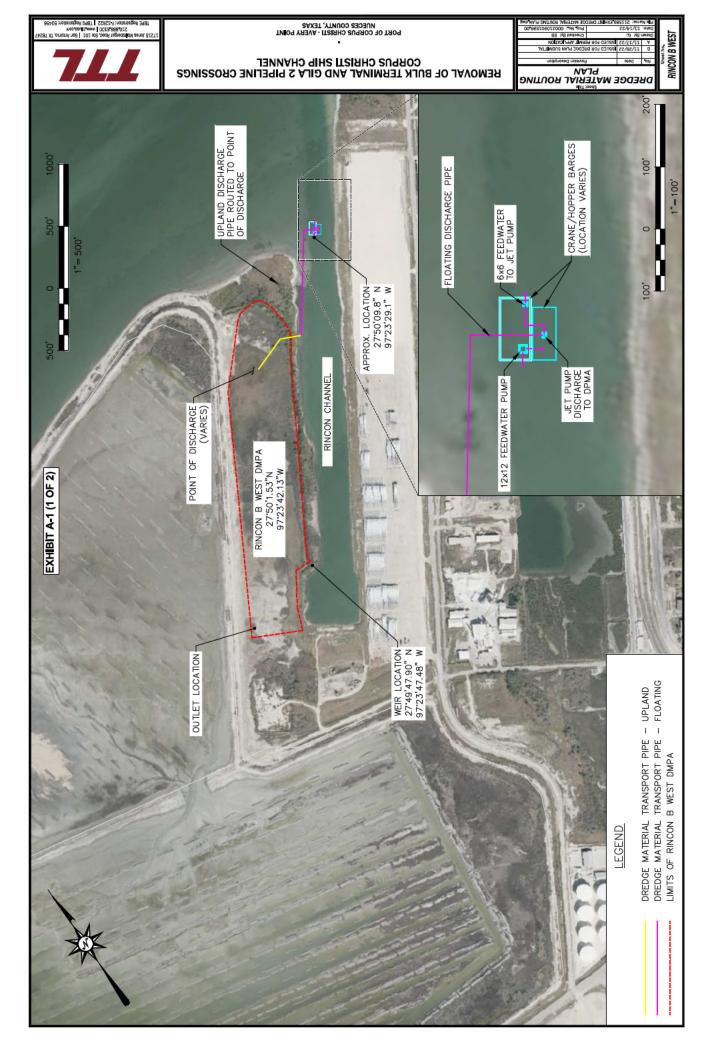
Prior to the execution of this Contract and prior to the expiration date of each of the Policies, Grantee or its insurance producer/broker, shall provide Certificates of Insurance (COI) of the minimum insurance required in this Exhibit. The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

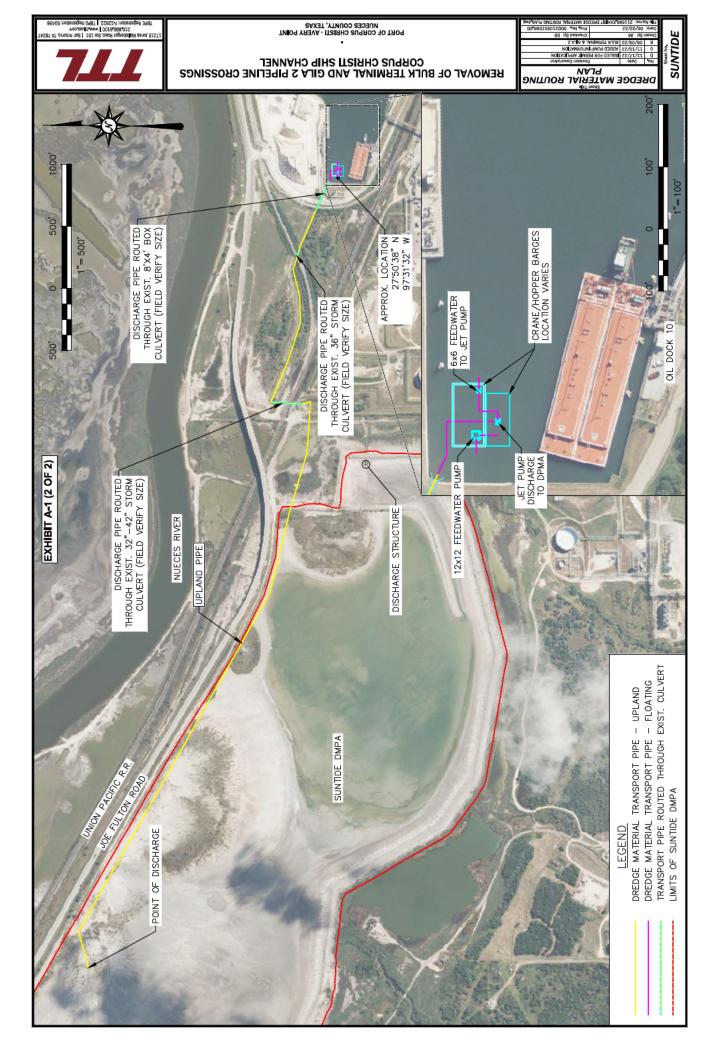
If Grantee elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions, Authority and Grantee shall maintain all rights and obligations between themselves as if Grantee maintained the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery/subrogation, other insurance clauses, and any other extensions of coverage required herein. Prior to the execution of this Contract, and annually thereafter, Grantee shall provide evidence of self-insured status by issuing a self-insured letter on company letterhead and endorsed by an executive officer of the company. Grantee shall pay from its assets the costs, expenses, damages, claims, losses and Template Access/Survey/Easement

Insurance Exhibit 6.1.21

liabilities, including reasonable attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Grantee had maintained the insurance pursuant to this **Exhibit B**.

Without limiting any of the other obligations or liabilities of Grantee, Grantee shall require each of its contractors performing work on Authority's property pursuant to this Contract, at the contractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance as shown herein. As an alternative, Grantee may include its contractors as additional insureds on its own coverage as prescribed under this **Exhibit B**. Grantee's certificate of insurance shall note in such event that its contractors are included as additional insureds and that Grantee agrees to provide workers' compensation for its contractors and the contractor's employees. Grantee shall obtain and monitor the certificates of insurance from each contractor in order to assure compliance with the insurance requirements. Grantee must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its contractors. Authority shall be entitled, upon request and without expense, to receive copies of these certificates.





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.

A mesh with 1" spacing will be utilized to protect marine life during the diverting operations. Dedicated personnel on the barge and on land will conduct observations for all marine life within the work area. These personnel will have no other responsibilities.

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, checone 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 TCFO 10014C (00/01/0000) Weter Bights Permitting Availability Technical Information Short