

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

P.O. Box 13087 MC-160, Austin, Texas 78711-3087  
Telephone (512) 239-4691, 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.

1. **Data on Applicant and Project:** Social Security or Federal ID No. \_\_\_\_\_
- A. Name: Bechtel Energy, Inc.
- B. Mailing Address: 3000 Post Oak Boulevard, Houston, TX. 77056
- C. Telephone Number: (713) 235-4958 Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_
- D. Applicant owes fees or penalties? ☐ Yes ☒ No
- If yes, provide the amount and the nature of the fee or penalty as well as any identifying number:

- E. Describe Use of Water Soil Improvement, dust control, hydrotesting, general construction uses.
- F. Description of Project (TDH Project No. if applicable) Construction of an LNG export terminal (Port Arthur LNG Project)
- G. Highway Designation No. 87 County Jefferson

2. **Type of Diversion (check one):**

☒ From Stream ☐ From Reservoir

3. **Rate of Diversion:**

A. Maximum 1500 gpm  
(capacity of pump)

4. **Amount and Source of Water:**

250 ~~260~~ acre-feet of water within a period of 3 years (specify term period not to exceed a three year term). The water is to be obtained from Port Arthur Ship Canal, tributary of Sabine River, tributary of Gulf of Mexico, tributary of NA, Sabine River Basin.

5. **Location of Diversion Point:** Provide Latitude and Longitude in decimal degrees to at least six decimal places, and indicate the method used to calculate the diversion point location.

At Latitude 29.8066 °N, Longitude 93.9561 °W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) SH87 (R-O-W) (Highway), located in Zip Code 77640, located 23 miles in a SE direction from Beaumont (County Seat), Jefferson County, and 5 miles in a South direction from Port Arthur, a nearby town shown on County road map. Note: Distance in straight line miles.

Enclose a USGS 7.5 minute topographic map with the diversion point and/or the return water discharge points labeled. Owner's written consent is required for water used from any private reservoir, or private access to diversion point.

6. **Access to Diversion Point (check one):**

- ☐ Public right-of-way  
☒ Private property  
(A letter of permission from landowner is attached)  
☐ Other (Explain)

7. **Fees Enclosed:**

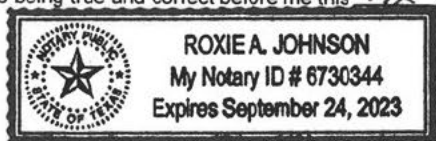
	10 ac-ft or less	greater than 10 ac-ft
Filing .....	\$ 100.00	\$ 250.00
Recording.....	\$ 1.25	\$ 1.25
Use (\$1.00 per ac-ft or fraction thereof)	\$	\$ 250.00
(Note: 1 ac-ft = 325,851 gals. Total	\$	\$ 501.25
1 ac-ft = 7758.35 bbls.)		

Upon completion of any project for which a temporary water permit is granted, the Permittee is required by law to report the amount of water used. This document must be properly signed and duly notarized before it can be accepted or considered by the Texas Commission on Environmental Quality.

Name (sign)

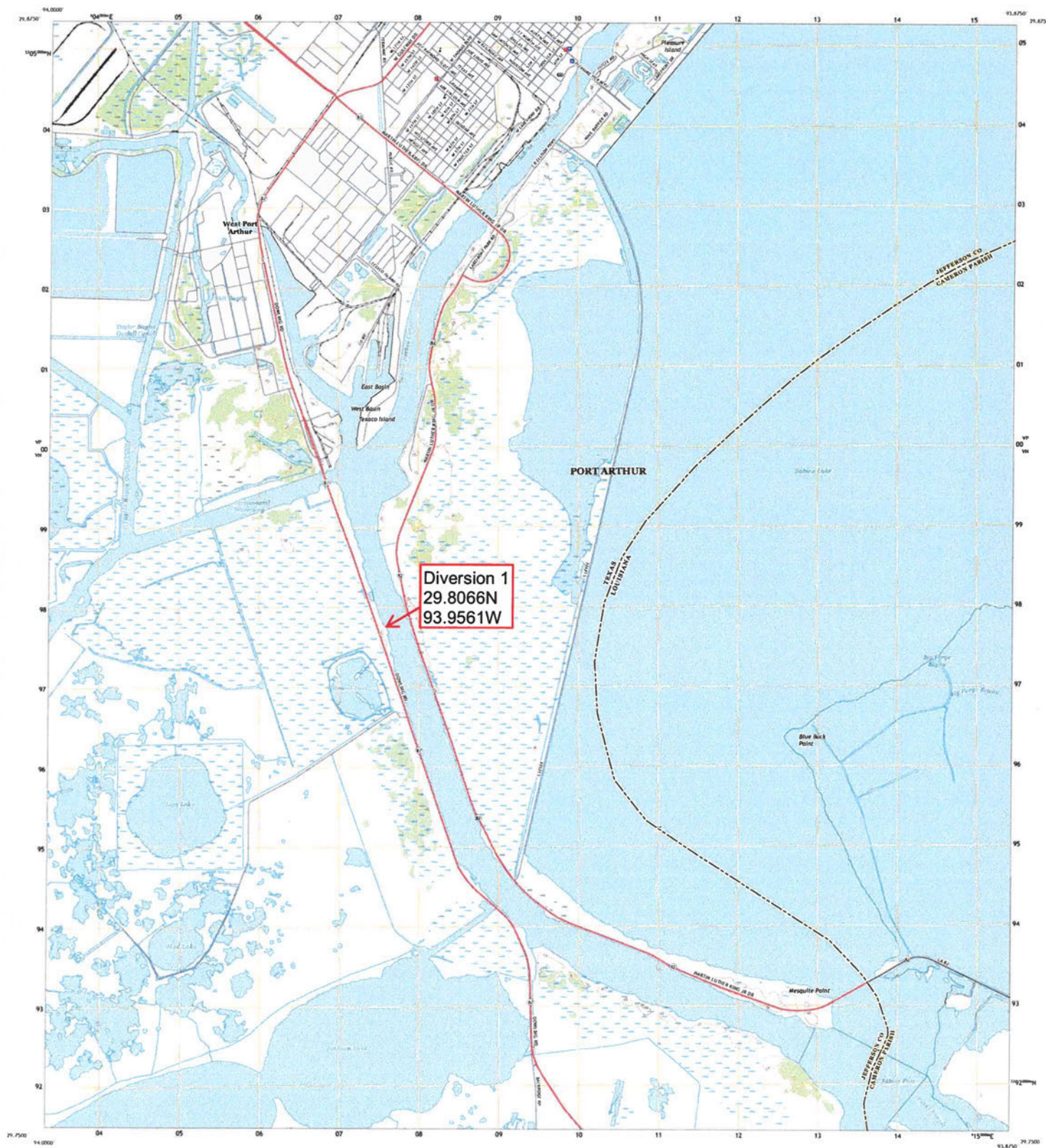
Name (print)

Subscribed and sworn to me as being true and correct before me this 12 day of May, 202023



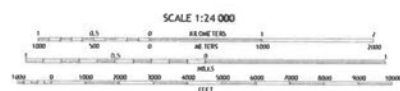
Notary Public, State of Texas





Produced by the United States Geological Survey

World American Database of 1983 (WASDB)			
North American System at 1964 (NGSAB), Projection and 100 meter gridlines; North American Datum 1983 This map is not a legal document. Boundaries generated for this map scale. Property lines with green reservations may not be shown. Obtain permission before entering private lands.			
	NAD, August 1915	November	2011
Roads.....	U.S. Census Bureau	2015	2011
Names.....		CMS, 1979	
Hydrography.....	National Hydrography Dataset, 2003		
Boundaries.....	International Boundary Commission	2010	2011
Public Land Survey System	see metadata file	BLM	2013
Metadata.....	FWS National Wetlands Inventory	1981	



CONTOUR INTERVAL, 10 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the  
National Geospatial Program US Topographic Standards, 2011.  
A metadata file associated with this product is draft version 0.6.11



1	2	3
4		5
6	7	8

1 Port Arthur  
2 Port Arthur North  
3 West of Greens Bayou  
4 Big Muddy Bayou  
5 West of Johnson Bayou  
6 Clem Lake  
7 Sabine Pass  
8 Texas Point

ROAD CLASSIFICATION

Expressway	Local Connector
Secondary Hwy	Local Road
Ramp	envp

Interstate Route US Route State Road

PORT ARTHUR SOUTH, TX, LA  
2019



**Karim El Kheiashy**  
Project Director - Engineering & Construction

**Sempra Infrastructure**  
1500 Post Oak Boulevard, Suite 1000  
Houston, TX, 77056

Cell: 346.315.5167  
Email: [REDACTED]

September 12, 2022

Dr Glen Richards  
Environmental & Sustainability Manager  
BECHTEL ENERGY  
3000 Post Oak Boulevard  
Houston, TX, 77056

**Subject: Port Arthur LNG Project-Bechtel Access Rights for Water Withdrawal**

Dear Glen,

On behalf of Port Arthur LNG, LCC (PALNG), the undersigned authorizes Bechtel representatives' access to its property located at 3750 South Gulfway Dr., Port Arthur, Texas, 77640, for the purposes of water abstraction in the course of construction of the PALNG Liquefaction Project.

Very Truly Yours,

DocuSigned by:  
A handwritten signature in black ink that reads "Karim El Kheiashy".  
6CD2BF5D028D400...  
**Karim El Kheiashy**  
Project Director – E&C

cc: Sam Singh  
Kane McIntosh



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
*Carolyn L. Guidry*  
2019 Jul 10 03:28 PM Fee: \$ 30.00  
**2019023057**

# Delaware

The First State

CAROLYN L. GUIDRY, COUNTY CLERK  
JEFFERSON COUNTY TEXAS

\*Electronically Recorded\*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PORT ARTHUR LNG HOLDINGS, LLC", A DELAWARE LIMITED LIABILITY  
COMPANY,

WITH AND INTO "PALNG COMMON FACILITIES COMPANY, LLC" UNDER  
THE NAME OF "PALNG COMMON FACILITIES COMPANY, LLC", A LIMITED  
LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE  
STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE  
THIRD DAY OF JANUARY, A.D. 2019, AT 4:04 O'CLOCK P.M.



6157212 8100M  
SR# 20190051203

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

Authentication: 202017136  
Date: 01-03-19

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:04 PM 01/03/2019  
FILED 04:04 PM 01/03/2019  
S. 0190051203 File Number 6157212

**STATE OF DELAWARE**  
**CERTIFICATE OF MERGER**  
**OF**  
**PORT ARTHUR LNG HOLDINGS, LLC**  
**INTO**  
**PALNG COMMON FACILITIES COMPANY, LLC**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

**FIRST:** The name of the surviving Delaware limited liability company is **PALNG Common Facilities Company, LLC**, and the name of the Delaware limited liability company being merged with and into the surviving limited liability company is **Port Arthur LNG Holdings, LLC**.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

**THIRD:** The name of the surviving limited liability company is **PALNG Common Facilities Company, LLC**.

**FOURTH:** The merger is to become effective upon filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

**FIFTH:** The Agreement of Merger is on file at 488 8<sup>th</sup> Avenue, San Diego, CA 92101, the place of business of the surviving limited liability company.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

**IN WITNESS WHEREOF**, the surviving limited liability company has caused this Certificate of Merger to be signed by an authorized person on the 3<sup>rd</sup> day of January, 2019.

/s/ Karl E. McCulloch  
Karl E. McCulloch  
Authorized Person



DD

2006040325

38 PGS

JCTC 20060154 - ALM**CORRECTION SPECIAL WARRANTY DEED**

**DATE:** October 6, 2006

**GRANTOR:** PEC Minerals LP, a Texas limited partnership, formerly known as Sempra Energy Production Company, a California corporation ("Grantor")

**GRANTOR'S MAILING ADDRESS:** 101 Ash Street PZ17B  
(including county) San Diego, California 92101-3711  
(San Diego County)

**GRANTEE:** Port Arthur LNG Holdings, LLC,  
a Delaware limited liability company ("Grantee")

**GRANTEE'S MAILING ADDRESS:** 101 Ash Street HQ14A  
(including county) San Diego, California 92101-3017  
(San Diego County)

**CONSIDERATION:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**PROPERTY:**

That certain real property comprising 2,839.369 acres, more or less, located in Jefferson County, Texas and more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes (the "Land"), together with (a) any and all structures, fixtures, and improvements situated in, on or under the Land (collectively, the "Improvements"); and (b) all of Grantor's rights, titles and interest in and to the following: (i) all oil, gas and other minerals in, on, under or that may be produced from the Land, (ii) all strips and gores between the Land and abutting properties, (iii) all rights, titles and interests in and to any portions of the Land which as of the date hereof are submerged lands, tidelands or lands comprising the shores or beds of navigable waters or beyond the lines of bulkhead lines, (iv) all rights in and to easements, air rights, development rights, zoning approvals and permits, water rights, sewer rights and drainage rights incidental to the such Land including, without limitation, all of the water and sanitary sewer discharge treatment capacity allocated to the Land or owned and held by Grantor for the use and benefit thereof and all zoning and development approvals or rights in respect thereto, (v) any and all reversionary interests in and to, and all of Grantor's rights to use, any of the foregoing (collectively, the "Rights and Appurtenances"); and (vi) any and all of Grantor's rights, titles and interests in and to

any and all other real property conveyed to Grantor and described in that certain deed recorded in Volume 1591, Page 468 of Deed Records in Jefferson County, Texas (the "Prior Deed"), or to which Grantor may be entitled under or pursuant to, or by virtue of, the Prior Deed. The Land, the Improvements and the Rights and Appurtenances are referred to herein collectively as the "Property".

#### **CONVEYANCE AND WARRANTY:**

GRANTOR, for the consideration stated above, the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and exceptions set out in the paragraphs below, hereby grants, sells and conveys the Property to GRANTEE.

TO HAVE AND TO HOLD the Property, together with all and singular any other rights and 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 Land 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.

The interest of Grantor hereby granted, sold and conveyed expressly includes (and Grantor hereby waives and disclaims) (1) any and all interest of Grantor in and to any and all oil, gas, minerals and other hydrocarbon substances located in, on or under the Property, (2) any and all rights of Grantor to store, place, locate or situate oil, mineral, gas and/or other hydrocarbon substances below the surface of the Property, (3) any and all rights of Grantor to mine for, excavate, extract or remove oil, gas, minerals and/or other hydrocarbon substances in, on, under or from the Property, and (4) any and all rights of Grantor to conduct any activities on or below the surface of the Property.

#### **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

The interest of Grantor hereby granted, sold and conveyed is expressly made subject to all easements, leases, reservations and other matters of record affecting the Property, including but not limited to, the matters set forth in Exhibit B attached hereto and incorporated herein by this reference, to the extent, but no further, the same are valid and subsisting as of the date hereof and actually affect title to the Land.

#### **CORRECTION OF DEED**

This Special Warranty Deed is executed and recorded to correct the legal description and the Reservations and Exceptions to Conveyance and Warranty and is to be effective from the same date as the Special Warranty Deed dated April 28, 2006, from Sempra Energy Production Company to Port Arthur LNG Holdings, LLC and recorded under Clerk's File No. 2006017390, in the Official Public Records of Real Property in the office of the County Clerk of Jefferson County, Texas. In all other respects the prior instrument is confirmed.

[Signature appears on following page.]

IN WITNESS WHEREOF, Grantor hereby executes this Special Warranty Deed as of the date first above written.

GRANTOR

PEC MINERALS LP,  
a Texas limited partnership,  
formerly known as SEMPRA ENERGY PRODUCTION COMPANY,  
a California corporation

By: Michael Allen  
Name: Michael Allen  
Title: manager

GRANTEE

PORT ARTHUR LNG HOLDINGS, LLC,  
a Delaware limited liability company

By: Sempra LNG,  
a Delaware corporation

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

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IN WITNESS WHEREOF, Grantor hereby executes this Special Warranty Deed as of the date first above written.

GRANTOR

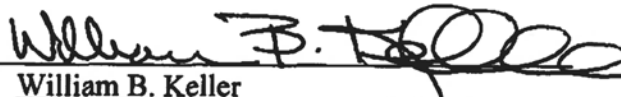
PEC MINERALS LP,  
a Texas limited partnership,  
formerly known as SEMPRA ENERGY PRODUCTION COMPANY,  
a California corporation

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

GRANTEE

PORT ARTHUR LNG HOLDINGS, LLC,  
a Delaware limited liability company

By: Sempra LNG,  
a Delaware corporation

By:   
Name: William B. Keller  
Title: VP- Engineering and Construction

[The remainder of this page left deliberately blank.]

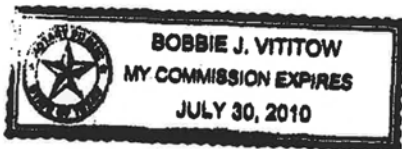
STATE OF TEXAS

COUNTY OF Dallas

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BEFORE ME, the undersigned, a Notary Public on this day personally appeared Michael Allen, known to me (or proved to me on the oath of Manager), to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PEC Minerals LP, a Texas limited partnership, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 10<sup>th</sup> DAY OF October, 2006.



Bobbie J. Vittow  
Notary Public, State of Texas  
Bobbie J. Vittow  
Notary's Printed Name

My Commission Expires: July 30, 2010

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

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On \_\_\_\_\_, 2006, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of California

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS

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

BEFORE ME, the undersigned, a Notary Public on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_), to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PEC Minerals LP, a Texas limited partnership, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

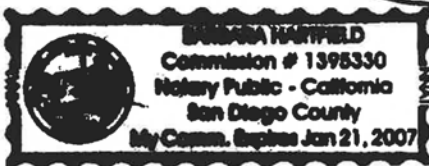
STATE OF CALIFORNIA

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COUNTY OF SAN DIEGO

On Sept. 28th, 2006, before me, BARBARA HARTFIELD, personally appeared William O. Keller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Barbara Hartfield  
Notary Public, State of California

BARBARA HARTFIELD  
Notary's Printed Name

My Commission Expires: JAN. 21, 2007

After Recording, Return to:

Sempra Energy  
101 Ash Street HQ12  
San Diego, California 92101  
Attention: Marie E. Lewis, Esq.

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