

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## NOTICE OF AN APPLICATION FOR A WATER USE PERMIT

APPLICATION NO. 13815

LBC Houston, L.P. seeks authorization to divert and use 169 acre-feet of water per year from two points on the Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, for industrial purposes in Harris County. More information on the application and how to participate in the permitting process is given below.

**APPLICATION.** LBC Houston, L.P., 11666 Port Road Seabrook, TX 77586-1603, Applicant, has applied to the Texas Commission on Environmental Quality (TCEQ) for a Water Use Permit pursuant to Texas Water Code (TWC) § 11.121 and TCEQ Rules Title 30 Texas Administrative Code (TAC) §§ 295.1, *et seq.* Notice is being published and mailed to water right holders of record in the San Jacinto-Brazos Coastal Basin pursuant to Title 30 TAC §§ 295.152 and 295.153.

LBC Houston, L.P. seeks authorization to divert and use 169 acre-feet of water per year from two points on the Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, for industrial purposes in Harris County in ZIP Code 77586.

Diversion point one is located at Latitude 29.613486° N, Longitude 95.024558° W and has a maximum diversion rate of 8.413 cfs (3,776 gpm).

Diversion point two is located at Latitude 29.608880° N, Longitude 95.022161° W and has a maximum diversion rate of 10.477 cfs (4,702.4 gpm).

The application was received on October 20, 2021. Additional information and fees were received on December 13, 14 and 15, 2021. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on December 21, 2021.

The Executive Director has completed the technical review of the application and prepared a draft permit. The draft Water Use Permit, if granted, would contain a special condition requiring the installation of screens at the diversion structure(s). The application, technical memoranda, and Executive Director's draft permit are available for viewing on the TCEQ web page at: [https://www.tceq.texas.gov/permitting/water\\_rights/wr-permitting/view-wr-pend-apps](https://www.tceq.texas.gov/permitting/water_rights/wr-permitting/view-wr-pend-apps). Alternatively, you may request a copy of the documents by contacting the TCEQ Office of the Chief Clerk by phone at (512) 239-3300 or by mail at TCEQ OCC, Notice Team (MC-105), P.O. Box 13087, Austin, Texas 78711.

**PUBLIC COMMENT / PUBLIC MEETING.** Written public comments and requests for a public meeting should be submitted to the Office of the Chief Clerk, at the address provided in the information section below, within 30 days of the date of newspaper publication of the notice. A public meeting is intended for the taking of public comment and is not a contested case hearing. A public meeting will be held if the Executive Director determines that there is a significant degree of public interest in the application.

**CONTESTED CASE HEARING.** The TCEQ may grant a contested case hearing on this application if a written hearing request is filed within 30 days from the date of newspaper publication of this notice. The Executive Director may approve the application unless a written request for a contested case hearing is filed within 30 days after newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) applicant's name and permit number; (3) the statement "[I/we] request a contested case hearing;" (4) a brief and specific description of how you would be affected by the application in a way not common to the general public; and (5) the location and distance of your property relative to the proposed activity. You may also submit proposed conditions for the requested amendment which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

If a hearing request is filed, the Executive Director will not issue the amendment and will forward the application and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

**INFORMATION.** Written hearing requests, public comments, or requests for a public meeting should be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087 or electronically at <https://www14.tceq.texas.gov/epic/eComment/> by entering WRPERM 13815 in the search field. For information concerning the hearing process, please contact the Public Interest Counsel, MC 103, at the same address. For additional information, individual members of the general public may contact the Public Education Program at 1-800-687-4040. General information regarding the TCEQ can be found at our web site at [www.tceq.texas.gov](http://www.tceq.texas.gov). Si desea información en Español, puede llamar al 1-800-687-4040 o por el internet al <http://www.tceq.texas.gov>.

Issued: August 22, 2023

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## WATER USE PERMIT

PERMIT NO.	13815	TYPE §	11.121
Permittee:	LBC Houston, L.P.	Address:	11666 Port Road Seabrook, Texas 77586
Filed:	December 21, 2021	Granted:	
Purpose:	Industrial	County:	Harris
Watercourse:	Bayport Turning Basin	Watershed:	San Jacinto-Brazos Coastal Basin

WHEREAS, LBC Houston, L.P. (Applicant) seeks authorization to divert and use not to exceed 169 acre-feet of water per year from two points on Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, at a maximum combined diversion rate of 18.89 cfs (8,478.40 gpm), for industrial purposes in Harris County; and

WHEREAS, Diversion point one is located at Latitude 29.613486° N, Longitude 95.024558° W and has a maximum diversion rate of 8.413 cfs (3,776 gpm); and

WHEREAS, Diversion point two is located at Latitude 29.608880° N, Longitude 95.022161° W and has a maximum diversion rate of 10.477 cfs (4,702.4 gpm); and

WHEREAS, the Texas Commission on Environmental Quality finds that jurisdiction over the application is established; and

WHEREAS, the Executive Director recommends that special conditions be included in the permit; and

WHEREAS, the Commission has complied with the requirements of the Texas Water Code and Rules of the Texas Commission on Environmental Quality in issuing this permit;

NOW, THEREFORE, this permit, designated Water Use Permit No. 13815, is issued to LBC Houston, L.P. subject to the following terms and conditions:

### 1. USE

Permittee is authorized to divert and use not to exceed 169 acre-feet of water per year from Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, for industrial purposes in Harris County.

2. DIVERSION

Permittee is authorized to divert from two points on Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, in Harris County:

- A. Diversion point one is located at Latitude 29.613486° N, Longitude 95.024558° W and has a maximum diversion rate of 8.413 cfs (3,776 gpm).
- B. Diversion point two is located at Latitude 29.608880° N, Longitude 95.022161° W and has a maximum diversion rate of 10.477 cfs (4,702.4 gpm).

3. PRIORITY

The time priority of this right is December 21, 2021.

4. CONSERVATION

Permittee shall implement water conservation plans that provide for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future or alternative uses. Such plans shall include a requirement that every water supply contract entered into on or after the effective date of this permit, including any contract extension or renewal, that each successive wholesale customer develop and implement conservation measures. If the customer intends to resell the water, then the contract for resale of the water shall have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures.

5. SPECIAL CONDITIONS

- A. Permittee shall implement reasonable measures in order to reduce impacts to aquatic resources due to entrainment or impingement. Such measures shall include, but shall not be limited to, the installation of screens at the diversion structure(s).
- B. Permittee shall install and maintain a measuring device or procedure, which accounts for, within 5% accuracy, the quantity of water diverted from the segment authorized above in Paragraph 2. DIVERSION and maintain diversion records.
- C. Permittee shall allow representatives of the Texas Commission on Environmental Quality reasonable access to the property to inspect the measuring device and records.

This permit is issued subject to all superior and senior water rights in the San Jacinto-Brazos Coastal Basin.

Permittee agrees to be bound by the terms, conditions and provisions contained herein and such agreement is a condition precedent to the granting of this permit.

All other matters requested in the application which are not specifically granted by this permit are denied.



This permit is issued subject to the Rules of the Texas Commission on Environmental Quality and to the right of continuing supervision of state water resources exercised by the Commission.

-----  
For the Commission

Date Issued:

DRAFT

## Jenna Rollins

---

**From:** Yvonne Baker [REDACTED]  
**Sent:** Tuesday, August 15, 2023 2:39 PM  
**To:** Jenna Rollins  
**Subject:** RE: [E] LBC\_Houston\_13815\_Draft\_Notice/Permit/Technical\_Memoranda

Jenna,

Please disregard this request. LBC would prefer the permit issued as drafted.

Thank you,

**Yvonne W. Baker**  
**Water Quality Director**

[REDACTED]  
Main: 225-766-7400 ext. 608

Fax: 225-766-7440

Cell: 225-715-4592

[www.providenceeng.com](http://www.providenceeng.com)

Providence Engineering and Environmental Group LLC

1201 Main Street, Baton Rouge, LA 70802

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---

**From:** Yvonne Baker  
**Sent:** Monday, August 7, 2023 12:52 PM  
**To:** Jenna.Rollins@tceq.texas.gov  
**Subject:** RE: [E] LBC\_Houston\_13815\_Draft\_Notice/Permit/Technical\_Memoranda

Jenna,

When I talked to the applicant last week (and confirmed again this morning), he informed me that there are 3 diversion points, and the west pump is the main diversion point. The flow will not change, but we'll need to update Worksheet 3.0 and the USGS topographic map.

SBT - 29.612671° -95.027851°

West - 29.608883° -95.024658°

East - 29.608493° -95.021898°

Please let me know if you have questions.

Thank you,

**Yvonne W. Baker**

**Water Quality Director**

Main: 225-766-7400 ext. 608

Fax: 225-766-7440

Cell: 225-715-4592

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---

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

**Sent:** Friday, July 21, 2023 10:38 AM

**To:** [REDACTED]

**Cc:** Jenna Rollins <Jenna.Rollins@tceq.texas.gov>; Chris Kozlowski <chris.kozlowski@tceq.texas.gov>; Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>

**Subject:** [E] LBC\_Houston\_13815\_Draft\_Notice/Permit/Technical\_Memoranda

Ms. Yvonne Baker,

Attached is the Draft Notice/Permit/Technical Memoranda for LBC Houston's Application No. 13815 for a Water Use Permit. Comments are due COB Friday, August 4, 2023.

If you have any questions or concerns, please contact Jenna Rollins, Project Manager for Application No. 13815.

Thank you,

Lillian E. Beerman, Ph.D.

Water Rights Permitting Team

Water Availability Division

512-239-4019

[lillian.beerman@tceq.texas.gov](mailto:lillian.beerman@tceq.texas.gov)

**Texas Commission on Environmental Quality  
TELEPHONE MEMO TO THE FILE**

Call to: Yvonne Baker	Call from: Chris Kozlowski
Date: 8/15/2023 @ 11:15am	Project No: LBC Houston 13815

*Information for File follows:*

I called to discuss the applicant's response to the draft permit that was sent to them as they requested to add a new diversion point and edit the location of the other two diversion points. I let her know that her options were to withdraw and resubmit the application or to proceed with issuing the permit as drafted and apply for an amendment after it is issued. She said she would discuss with her client and get back to us.

Signed *Chris Kozlowski* 8/15/2023

## Jenna Rollins

---

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**Sent:** Monday, August 7, 2023 12:52 PM  
**To:** Jenna Rollins  
**Subject:** RE: [E] LBC\_Houston\_13815\_Draft\_Notice/Permit/Technical\_Memoranda

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SBT - 29.612671° -95.027851°  
West - 29.608883° -95.024658°  
East - 29.608493° -95.021898°

Please let me know if you have questions.

Thank you,

**Yvonne W. Baker**  
**Water Quality Director**

[REDACTED]  
Main: 225-766-7400 ext. 608  
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**From:** Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>  
**Sent:** Friday, July 21, 2023 10:38 AM  
**To:** [REDACTED]  
**Cc:** Jenna Rollins <Jenna.Rollins@tceq.texas.gov>; Chris Kozlowski <chris.kozlowski@tceq.texas.gov>; Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>  
**Subject:** [E] LBC\_Houston\_13815\_Draft\_Notice/Permit/Technical\_Memoranda

Ms. Yvonne Baker,

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If you have any questions or concerns, please contact Jenna Rollins, Project Manager for Application No. 13815.

Thank you,

Lillian E. Beerman, Ph.D.

Water Rights Permitting Team

Water Availability Division

512-239-4019

[lillian.beerman@tceq.texas.gov](mailto:lillian.beerman@tceq.texas.gov)

## LBC\_Houston\_13815\_Draft\_Notice/Permit/Technical\_Memoranda

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

Fri 7/21/2023 10:38 AM

To:

Cc: Jenna Rollins <Jenna.Rollins@tceq.texas.gov>; Chris Kozlowski <chris.kozlowski@tceq.texas.gov>; Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>

 1 attachments (2 MB)

LBC\_Houston\_13815\_Draft\_Permit\_Sent\_07.21.2023.pdf;

Ms. Yvonne Baker,

Attached is the Draft Notice/Permit/Technical Memoranda for LBC Houston's Application No. 13815 for a Water Use Permit. Comments are due COB Friday, August 4, 2023.

If you have any questions or concerns, please contact Jenna Rollins, Project Manager for Application No. 13815.

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Lillian E. Beerman, Ph.D.  
Water Rights Permitting Team  
Water Availability Division  
512-239-4019  
[lillian.beerman@tceq.texas.gov](mailto:lillian.beerman@tceq.texas.gov)

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Kelly Keel, *Interim Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

July 21, 2023

Ms. Yvonne Baker, Water Quality Director  
Providence Engineering and Environmental Group LLC  
1201 Main St.  
Baton Rouge, Louisiana 70802

VIA EMAIL

RE: LBC Houston, L.P.  
WRPERM 13815  
CN601179849, RN111356374  
Application No. 13815 for a Water Use Permit  
Texas Water Code § 11.121, Mailed and Published Notice Required  
Bayport Turning Basin, San Jacinto-Brazos Coastal Basin  
Harris County

Dear Ms. Baker:

Drafts, subject to revision, of the public notice, proposed Water Use Permit No. 13815, and the related technical memoranda are attached.

Staff is recommending that the referenced application be granted in accordance with the attached drafts. Please review the drafts and contact me no later than August 4, 2023 with any comments or questions as the notice will be forwarded to the Office of the Chief Clerk for mailing after that date.

Please note, this application requires a 30-day comment period, and once the comment period has closed, the proposed Water Use Permit No. 13815 may be issued as drafted given no hearing requests are received.

If you have any questions concerning this matter, please contact me via email at [jenna.rollins@tceq.texas.gov](mailto:jenna.rollins@tceq.texas.gov) or by telephone at (512) 239-1845.

Sincerely,

A handwritten signature in cursive script that reads "Jenna Rollins".

Jenna Rollins, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachments



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## NOTICE OF AN APPLICATION FOR A WATER USE PERMIT

APPLICATION NO. 13815

LBC Houston, L.P. seeks authorization to divert and use 169 acre-feet of water per year from two points on the Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, for industrial purposes in Harris County. More information on the application and how to participate in the permitting process is given below.

**APPLICATION.** LBC Houston, L.P., 11666 Port Road Seabrook, TX 77586-1603, Applicant, has applied to the Texas Commission on Environmental Quality (TCEQ) for a Water Use Permit pursuant to Texas Water Code (TWC) § 11.121 and TCEQ Rules Title 30 Texas Administrative Code (TAC) §§ 295.1, *et seq.* Notice is being published and mailed to water right holders of record in the San Jacinto-Brazos Coastal Basin pursuant to Title 30 TAC §§ 295.152 and 295.153.

LBC Houston, L.P. seeks authorization to divert and use 169 acre-feet of water per year from two points on the Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, for industrial purposes in Harris County in ZIP Code 77586.

Diversion point one is located at Latitude 29.613486° N, Longitude 95.024558° W and has a maximum diversion rate of 8.413 cfs (3,776 gpm).

Diversion point two is located at Latitude 29.608880° N, Longitude 95.022161° W and has a maximum diversion rate of 10.477 cfs (4,702.4 gpm).

The application was received on October 20, 2021. Additional information and fees were received on December 13, 14 and 15, 2021. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on December 21, 2021.

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public meeting is intended for the taking of public comment and is not a contested case hearing. A public meeting will be held if the Executive Director determines that there is a significant degree of public interest in the application.

**CONTESTED CASE HEARING.** The TCEQ may grant a contested case hearing on this application if a written hearing request is filed within 30 days from the date of newspaper publication of this notice. The Executive Director may approve the application unless a written request for a contested case hearing is filed within 30 days after newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) applicant's name and permit number; (3) the statement "[I/we] request a contested case hearing;" (4) a brief and specific description of how you would be affected by the application in a way not common to the general public; and (5) the location and distance of your property relative to the proposed activity. You may also submit proposed conditions for the requested amendment which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

If a hearing request is filed, the Executive Director will not issue the amendment and will forward the application and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

**INFORMATION.** Written hearing requests, public comments, or requests for a public meeting should be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087 or electronically at <https://www14.tceq.texas.gov/epic/eComment/> by entering WRPERM 13815 in the search field. For information concerning the hearing process, please contact the Public Interest Counsel, MC 103, at the same address. For additional information, individual members of the general public may contact the Public Education Program at 1-800-687-4040. General information regarding the TCEQ can be found at our web site at [www.tceq.texas.gov](http://www.tceq.texas.gov). Si desea información en Español, puede llamar al 1-800-687-4040 o por el internet al <http://www.tceq.texas.gov>.

Issued:

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## WATER USE PERMIT

PERMIT NO.	13815	TYPE	§ 11.121
Permittee:	LBC Houston, L.P.	Address:	11666 Port Road Seabrook, Texas 77586
Filed:	December 21, 2021	Granted:	
Purpose:	Industrial	County:	Harris
Watercourse:	Bayport Turning Basin	Watershed:	San Jacinto-Brazos Coastal Basin

WHEREAS, LBC Houston, L.P. (Applicant) seeks authorization to divert and use not to exceed 169 acre-feet of water per year from two points on Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, at a maximum combined diversion rate of 18.89 cfs (8,478.40 gpm), for industrial purposes in Harris County; and

WHEREAS, Diversion point one is located at Latitude 29.613486° N, Longitude 95.024558° W and has a maximum diversion rate of 8.413 cfs (3,776 gpm); and

WHEREAS, Diversion point two is located at Latitude 29.608880° N, Longitude 95.022161° W and has a maximum diversion rate of 10.477 cfs (4,702.4 gpm); and

WHEREAS, the Texas Commission on Environmental Quality finds that jurisdiction over the application is established; and

WHEREAS, the Executive Director recommends that special conditions be included in the permit; and

WHEREAS, the Commission has complied with the requirements of the Texas Water Code and Rules of the Texas Commission on Environmental Quality in issuing this permit;

NOW, THEREFORE, this permit, designated Water Use Permit No. 13815, is issued to LBC Houston, L.P. subject to the following terms and conditions:

### 1. USE

Permittee is authorized to divert and use not to exceed 169 acre-feet of water per year from Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, for industrial purposes in Harris County.

2. DIVERSION

Permittee is authorized to divert from two points on Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, in Harris County:

- A. Diversion point one is located at Latitude 29.613486° N, Longitude 95.024558° W and has a maximum diversion rate of 8.413 cfs (3,776 gpm).
- B. Diversion point two is located at Latitude 29.608880° N, Longitude 95.022161° W and has a maximum diversion rate of 10.477 cfs (4,702.4 gpm).

3. PRIORITY

The time priority of this right is December 21, 2021.

4. CONSERVATION

Permittee shall implement water conservation plans that provide for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future or alternative uses. Such plans shall include a requirement that every water supply contract entered into on or after the effective date of this permit, including any contract extension or renewal, that each successive wholesale customer develop and implement conservation measures. If the customer intends to resell the water, then the contract for resale of the water shall have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures.

5. SPECIAL CONDITIONS

- A. Permittee shall implement reasonable measures in order to reduce impacts to aquatic resources due to entrainment or impingement. Such measures shall include, but shall not be limited to, the installation of screens at the diversion structure(s).
- B. Permittee shall install and maintain a measuring device or procedure, which accounts for, within 5% accuracy, the quantity of water diverted from the segment authorized above in Paragraph 2. DIVERSION and maintain diversion records.
- C. Permittee shall allow representatives of the Texas Commission on Environmental Quality reasonable access to the property to inspect the measuring device and records.

This permit is issued subject to all superior and senior water rights in the San Jacinto-Brazos Coastal Basin.

Permittee agrees to be bound by the terms, conditions and provisions contained herein and such agreement is a condition precedent to the granting of this permit.

All other matters requested in the application which are not specifically granted by this permit are denied.

This permit is issued subject to the Rules of the Texas Commission on Environmental Quality and to the right of continuing supervision of state water resources exercised by the Commission.

-----  
For the Commission

Date Issued:

DRAFT

**Texas Commission on Environmental Quality**

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INTEROFFICE MEMORANDUM

To: Jenna Rollins, Project Manager  
Water Rights Permitting Team

Date: June 12, 2022

Through: ~~K~~ ~~A~~ Kathy Alexander, Ph.D., Policy and Technical Analyst  
Water Availability Division

TA Trent Gay, Team Leader  
Surface Water Availability Team

From: Andrew Maria, Hydrologist  
Surface Water Availability Team

Subject: LBC Houston, L.P.  
WRPERM 13815  
CN601179849  
Bayport Turning Basin, San Jacinto-Brazos Coastal Basin  
Harris County

**HYDROLOGY REVIEW**

**Application Summary**

LBC Houston, L.P. (Applicant) requests a water use permit to divert 169 acre-feet of water per year from two points on the Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, at a maximum combined diversion rate of 18.89 cfs (8,478.40 gpm) for industrial purposes in Harris County.

The application was declared administratively complete on December 21, 2021.

**Hydrology Review**

Resource Protection staff did not recommend instream flow requirements for this application; however, they did recommend a special condition. See Resource Protection staff's May 9, 2023 memorandum.

The application is located in the San Jacinto-Brazos Coastal Basin where water rights are considered saline; therefore, a water availability analysis is not necessary. However, staff must evaluate the application to ensure that the application does not cause or contribute to an impairment of the freshwater inflow standards to Galveston Bay.

On April 20, 2011, the TCEQ adopted environmental flow standards for the Trinity and San Jacinto River Basins and Galveston Bay (Title 30 Texas Administrative Code Chapter 298 - Environmental Flow Standards for Surface Water, Subchapter

B). The adopted rules do not include specific freshwater inflow standards for the coastal drainage area where the application is located (San Jacinto-Brazos Coastal Basin). The coastal basin has historically provided an average of about 1,000,000 acre-feet of water per year, approximately 10% of the freshwater inflow into Galveston Bay.<sup>1</sup> The applicant's request for 169 acre-feet of water per year, if granted, would reduce the long-term average inflow to the bay from the coastal basin by significantly less than 1.0%. Therefore, this application should not impair freshwater inflows to Galveston Bay.

### **Conclusion**

Hydrology Staff can support granting the application.

*Andrew Maria*

---

Andrew Maria, Hydrologist

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<sup>1</sup> [http://midgewater.twdb.texas.gov/bays\\_estuaries/hydrology/summary/galvestonsum.txt](http://midgewater.twdb.texas.gov/bays_estuaries/hydrology/summary/galvestonsum.txt)


# Texas Commission on Environmental Quality

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## INTEROFFICE MEMORANDUM

**To:** Jenna Rollins, Project Manager  
Water Rights Permitting Team

**Date:** May 8, 2023

**Through:** Leslie Patterson, Team Leader   
Resource Protection Team

**From:** Kristin Wang, Senior Water Conservation Specialist  
Resource Protection Team

**Subject:** LBC Houston, L.P.  
WRPERM 13815  
CN601179849  
Bayport Turning Basin, San Jacinto-Brazos Coastal Basin  
Harris County

### APPLICATION SUMMARY

LBC Houston, L.P. (Applicant) requests a water use permit to divert 169 acre-feet of water per year from two points on Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, at a maximum combined diversion rate of 18.89 cfs (8,478.40 gpm) for industrial purposes in Harris County.

### WATER CONSERVATION REVIEW

Pursuant to Title 30 Texas Administrative Code (TAC) §295.9(1), an application requesting to appropriate or to use water for industrial use requires the submittal of a water conservation plan.

The water conservation plan for industrial use was reviewed and found to be administratively complete per 30 TAC §288.3.

### Requirements for Water Right Applications under 30 TAC §288.7

Under 30 TAC §288.7, a water conservation plan submitted with a water right application for a new or additional appropriation of water must include data and information which:

- (1) supports 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.

***Consideration of Water Conservation Goals***

Applicant stated the requested water will be used to conduct hydrostatic testing of above-ground storage tanks for leak detection. Applicant indicated that 99.99 percent of the water will be returned to the Baypoint Turning Basin. As such, the water conservation plan establishes five-year and ten-year targets for water savings as 99.99 percent returned with an estimated loss 0.01 percent lost to evaporation.

For achieving the stated goals, the conservation practices are to inspect pumps and hoses prior to commencement of any hydrostatic testing events to ensure equipment is working properly and leaks are avoided.

***Conservation as an Alternative to the Proposed Appropriation***

As detailed above, Applicant returns 99.99 percent of water withdrawn from the Bayport Turning Basin. Applicant is ultimately recycling the water, which supports the water conservation goals. Additionally, sanitary wastewater and some utility wastewaters are collected and disposed of offsite. In addition, rainwater falling on the site is discharged via the storm water drainage system to the basin.

***Feasible Alternatives to New Water Development***

Applicant has evaluated alternatives to the requested new appropriation, including recycled storm water and found that it is not feasible to construct a storm water detention/retention pond at the current property.

Based on the information provided in the application and in the industrial water conservation plan, Resource Protection Staff has determined that these goals and strategies are reasonable.

***Consistency with State and Regional Water Plans***

The application is consistent with the 2021 Region H Water Plan and the 2022 State Water Plan because there is nothing in the water plans that conflicts with issuing this proposed permit.

**RECOMMENDATIONS**

Based on the analysis, Resource Protection staff has evaluated the application and determined that it meets the review requirements.

The following water conservation language should be included in the proposed permit, if granted:

Permittee shall implement water conservation plans that provide for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, increase the recycling and reuse of water and prevent the pollution of water, so that a water supply is made available for future or alternative uses. Such plans shall include a requirement that in every water supply contract entered into on or after the effective date of this permit, including any contract extension or renewal, that each successive wholesale customer develop and implement conservation measures. If the customer intends to resell the water, then the contract for resale of the water shall have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures.



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Kristin Wang, Senior Water Conservation Specialist


# Texas Commission on Environmental Quality

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## INTEROFFICE MEMORANDUM

**To:** Jenna Rollins, Project Manager  
Water Rights Permitting Team

**Date:** May 9, 2023

**Through:** Leslie Patterson, Team Leader   
Resource Protection Team

**From:** Nathalie Montes, Aquatic Scientist  
Resource Protection Team

**Subject:** LBC Houston, L.P.  
WRPERM 13815  
CN601179849  
Bayport Turning Basin, San Jacinto-Brazos Coastal Basin  
Harris County

Environmental reviews of water right applications are conducted in accordance with applicable provisions of the Texas Water Code (TWC) and the administrative rules of the Texas Commission on Environmental Quality (TCEQ). The provisions applicable to environmental reviews can vary according to the type and the location of the authorization requested.

### APPLICATION SUMMARY

LBC Houston, L.P. (Applicant) requests a water use permit to divert 169 acre-feet of water per year from two points on the Bayport Turning Basin, San Jacinto-Brazos Coastal Basin, at a maximum combined diversion rate of 18.89 cfs (8,478.40 gpm) for industrial purposes in Harris County.

### ENVIRONMENTAL ANALYSIS

On April 20, 2011, the TCEQ adopted environmental flow standards for the Trinity and San Jacinto Rivers and Galveston Bay (Title 30 Texas Administrative Code (TAC) Chapter 298 Subchapter B). These environmental flow standards are considered adequate to support a sound ecological environment (Title 30 TAC §298.210). This review is conducted in accordance with §11.147(e-3) of the TWC and Title 30 TAC Chapter 298 Subchapter B (Trinity and San Jacinto Rivers and Galveston Bay). Title 30 TAC §298.225 does not include instream environmental flow standards for the San Jacinto-Brazos Coastal Basin. The Applicant's proposed diversion location is in the tidally-influenced portion of the Bayport Turning Basin.

### RECOMMENDATIONS

Resource Protection staff recommend the following Special Conditions be included in the permit if granted:

The Permittee shall implement reasonable measures in order to reduce impacts to aquatic resources due to entrainment or impingement. Such measures shall include, but shall not be limited to, the installation of screens at the diversion structure(s).

*Nathalie Montes*

---

Nathalie Montes, Aquatic Scientist

## Jenna Rollins

---

**From:** Jenna Rollins  
**Sent:** Thursday, July 7, 2022 1:55 PM  
**To:** Yvonne Baker  
**Subject:** RE: [E] LBC Houston, L.P. WRPERM 13815

Good afternoon Ms. Baker,

The LBC Houston, L.P. application No. 13815 is currently in technical review.

Best,  
Jenna Rollins, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
512-239-1845

---

**From:** Yvonne Baker [REDACTED]  
**Sent:** Thursday, July 7, 2022 1:34 PM  
**To:** Jenna Rollins <Jenna.Rollins@tceq.texas.gov>  
**Subject:** RE: [E] LBC Houston, L.P. WRPERM 13815

Hi Jenna,

Hope you are doing well. Do you have a status on the above reference permit application?

Thank you,

**Yvonne W. Baker**  
**Water Quality Director**

[REDACTED]  
Main: 225-766-7400 ext. 608

Cell: 225-715-4592

Fax: 225-766-7440

[www.providenceeng.com](http://www.providenceeng.com)

1201 Main Street, Baton Rouge, LA 70802

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---

**From:** Jenna Rollins <[Jenna.Rollins@tceq.texas.gov](mailto:Jenna.Rollins@tceq.texas.gov)>  
**Sent:** Tuesday, December 21, 2021 1:42 PM

**To:** Yvonne Baker [REDACTED]

**Subject:** [E] LBC Houston, L.P. WRPERM 13815

Good afternoon Ms. Baker,

The LBC Houston, L.P. application No. 13815 for a water use permit is admin complete today (copy of letter attached).

Thank you,

Jenna Rollins, Project Manager

Water Rights Permitting Team

Water Rights Permitting and Availability Section

512-239-1845

# TCEQ Interoffice Memorandum

---

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

THRU: Chris Kozlowski, Team Leader  
Water Rights Permitting Team

FROM: Jenna Rollins, Project Manager  
Water Rights Permitting Team

DATE: December 21, 2021

SUBJECT: LBC Houston, L.P.  
WRPERM 13815  
CN601179849, RN111356374  
Application No. 13815 for a Water Use Permit  
Texas Water Code § 11.121, Mailed and Published Notice Required  
Bayport Turning Basin, San Jacinto-Brazos Coastal Basin  
Harris County

The application was received on October 20, 2021. Additional information and fees were received on December 13, 14 and 15, 2021. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on December 21, 2021. Published and mailed notice to the water right holders of record in the San Jacinto-Brazos Coastal Basin is required pursuant to Title 30 Texas Administrative Code §§ 295.152 and 295.153.

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

*Jenna L. Rollins*

---

Jenna Rollins, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

OCC Mailed Notice Required  YES  NO

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

December 21, 2021

Ms. Yvonne Baker, Water Quality Director  
Providence Engineering and Environmental Group LLC  
1201 Main St.  
Baton Rouge, Louisiana 70821

**VIA-EMAIL**

RE: LBC Houston, L.P.  
WRPERM 13815  
CN601179849, RN111356374  
Application No. 13815 for a Water Use Permit  
Texas Water Code § 11.121, Mailed and Published Notice Required  
Bayport Turning Basin, San Jacinto-Brazos Coastal Basin  
Harris County

Dear Ms. Baker:

This acknowledges receipt, on December 13, 14 and 15, 2021, of additional information and fees in the amount of \$502.28 (Receipt No. M206909, copy attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on December 21, 2021. 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 via email at [jenna.rollins@tceq.texas.gov](mailto:jenna.rollins@tceq.texas.gov) or by phone at 512-239-1845.

Sincerely,

A handwritten signature in cursive script that reads "Jenna L. Rollins".

Jenna Rollins, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachment







PROVIDENCE

*WUP*



December 13, 2021

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

205909  
PAID TO THE ORDER  
OF THE COMMISSIONER  
OF THE REVENUE  
DEPARTMENT

Re: LBC Houston, L.P.  
WRPERM 13815  
CN601179849, RN111356374  
Application No. 13815 for a Water Use Permit  
Texas Water Code § 11.121, Mailed and Published Notice Required  
Bayport Turning Basin, San Jacinto-Brazos Coastal Basin  
Harris County

To Whom It May Concern:

On behalf of LBC Houston, L.P., Providence Engineering and Environmental Group LLC (Providence) is hereby submitting the Water Rights Permitting Application fee for the LBC Houston, L.P. Terminal in Seabrook, Texas.

If you have any questions, or need any additional information, please contact Yvonne Baker at (225) 766-7400 or



Sincerely,

*Yvonne W Baker*

Yvonne W. Baker  
Water Quality Director

Providence Engineering and Environmental Group LLC

## Jenna Rollins

---

**From:** Yvonne Baker [REDACTED]  
**Sent:** Wednesday, December 15, 2021 10:22 AM  
**To:** Jenna Rollins  
**Subject:** RE: [E] LBC Houston, L.P. WRPERM 13815  
**Attachments:** 121-029-003DK RFI Response Att 4 - Deeds for Houston.pdf

Jenna,

Attached is updated Attachment 4 with the linkage for LBC. Please let me know if you have any questions.

Thank you,

**Yvonne W. Baker**  
**Water Quality Director**

[REDACTED]  
Main: 225-766-7400 ext. 608

Cell: 225-715-4592

Fax: 225-766-7440

[www.providenceeng.com](http://www.providenceeng.com)

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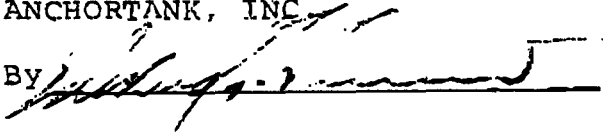
GENERAL WARRANTY DEED

THE STATE OF TEXAS )  
: ss.: KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS )

THAT, ANCHORTANK, INC., a Texas corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by PETROUNITED, INC., a Delaware corporation ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the said Grantee all that certain tract or parcel of land situated in Harris County, Texas, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof, together with all improvements thereon, subject only to such easements, encumbrances, claims and restrictions set forth on such Exhibit "A".

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as aforesaid.

WITNESS THE EXECUTION HEREOF this 31st day of January ,  
1979.

ANCHORTANK, INC.  
BY 

ATTEST:

THE STATE OF TEXAS    )  
                                   : ss.:  
 COUNTY OF HARRIS     )

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD F. FREUND, Vice President-Finance of Anchortank, Inc., a Texas corporation, 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 31st day of January, 1979.

*Jennie L. Pinson*  
 Name: \_\_\_\_\_

Notary Public in and for Harris County, TEXAS

My Commission Expires:

JENNIE L. PINSON  
 Notary Public in and for Harris County, Texas  
 My Commission Expires Jan - 2 - 1979

## METES AND BOUND DESCRIPTION

76.243 ACRES

WILLIAM P. HARRIS LEAGUE, A-30

HARRIS COUNTY, TEXAS

Being a tract or parcel containing 76.243 acres of land in the William P. Harris League, A-30, Harris County, Texas and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

BEGINNING at the southwest corner of that certain 50.000 acre tract of land conveyed to Celanese Corporation as recorded under File D-76389i, Film Code 154-36-2296, Official Public Records of Real Property, Harris County, Texas, said point also being on the north line of a 100.0 foot wide pipe line right-of-way and on the south line of a 100.0 foot wide drainage easement called Ditch "E";

THENCE with the west line of said 50.00 acre tract, N 03° 05' 18" W, at 464.0 feet passing a fence corner and continuing N 03° 05' 18" W along a fence at 1540.12 feet passing a fence corner 0.42 feet west and continuing in all for a total distance of 1540.28 feet to a copper weld for corner, the northwest corner of said 50.000 acre tract;

THENCE with the north line of said 50.000 acre tract, N 86° 54' 42" E for a distance of 760.99 feet to a point for corner;

THENCE leaving said north line, N 03° 05' 18" W for a distance of 950.08 feet to a point for corner in the center of a ditch, said point being in the centerline of a proposed 100.0 foot wide drainage easement called Ditch "L";

THENCE with the centerline of said proposed Ditch "L", S 86° 54' 42" W for a distance of 1804.21 feet to a copper weld for corner on the west line of said Ditch "L", and on the east line of a proposed 100.0 foot wide road;

THENCE with the east line of the said proposed 100.0 foot wide road and the west line of proposed Ditch "L", 70.0 feet wide, S 03° 05' 18" E for a distance of 2490.59 feet to a  $\frac{1}{2}$ " iron rod for corner on the north line of the aforesaid 100.0 foot wide pipe line easement and on the south line of a proposed 100.0 foot wide drainage easement called Ditch "E", said point being N 86° 54' 05" E, a distance of 425.09 feet from the intersection of the north line of the said 100.0 foot wide pipe line easement and the easterly line of Relocated State Highway 146;

THENCE with the north line of the said 100.0 foot wide pipe line easement and the south line of the said 100.0 foot wide proposed drainage easement called Ditch "E", N 86° 54' 05" E (previously called N 36° 53' 41" E) for a distance of 1043.22 feet to the POINT OF BEGINNING and containing 76.243 acres of land

Compiled by:

PREJEAN & COMPANY, INC.  
surveying/mapping

June 28, 1978

## EXHIBIT "A" (continued)

## Subject to:

1. Liens for real property taxes and assessments not yet due and payable.
2. Minor discrepancies in area and boundaries.
3. Zoning ordinances.

4. RESTRICTIONS:

Environmental standards Bayport Industrial standards as evidenced by instrument recorded in volume 5770, page 341 (file No. C013997); volume 5920, page 165 (file No. C086907) volume 8470, page 238 (file No. D350136 amends 5920/165), deed records of Harris County, Texas and in deed dated October 4, 1974 from Friendswood Development Company to Steuber Company filed for record on October 4, 1974 in the County Clerk's office of Harris County, Texas, under County Clerk's file No. E273731 and recorded under Film Code No. 110-20-0891 of the Official Public Records of Harris County, Texas.

5. EASEMENTS: (A) Easements and Right-of-Way for Drainage purposes as follows:

1. The northern fifty (50) feet of subject tract (Ditch L); and
2. The west seventy (70) feet of subject tract (Ditch L); and
3. The south one hundred (100) feet of subject tract (Ditch E) reserved by Friendswood Development Company, its successors and assigns in deed dated October 4, 1974 from Friendswood Development Co. to Steuber Company filed for record on October 4, 1974 in the County Clerk's office of Harris County, Texas, under County Clerk's file No. E273731 and recorded under Film Code No. 110-20-0891 of the Official Public Records of Real Property of Harris County, Texas.

- (B) An easement for public utilities ten feet wide along the lower east line of subject tract and an unobstructed aerial easement five feet wide from a plane twenty feet above the ground upward lying adjacent to aforesaid ten foot easement as evidenced by instrument dated July 16, 1975 from Steuber Company to Houston Lighting and Power Company filed for record in the Office of the County Clerk of Harris County,

Texas under County Clerk's file No. 5533824, and recorded under Film Code No. 126-15-1566 of the Official Public Records of Real Property of Harris County, Texas.

6. All of the oil, gas and other minerals reserved by Humble Oil a refining company, grantor in deed dated December 15, 1964 to Harris County Houston Ship Channel Navigation District recorded in volume 5770, page 341 (File No. C013997) Deed Records of Harris County, Texas; the grantor therein waiving for itself, its successors and assigns its right and agrees not to use surface of subject tract for prospecting, drilling, mining or producing oil, gas or other minerals from said tract. (This reservation covers, among other land, subject tract).



**CHARTER TITLE COMPANY**

**R654136**

**SPECIAL WARRANTY DEED**

**505-00-0911**

11/03/95 200076208 R 654136

\$21.00

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**KNOW ALL MEN BY THESE PRESENTS: THAT**

THE PORT OF HOUSTON AUTHORITY, a governmental agency and body politic of the State of Texas (hereinafter called "Grantor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid to Grantor by PETROUNITED TERMINALS, INC., a Delaware corporation (hereinafter called "Grantee"), the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, subject to the reservations and exceptions hereinafter made and the terms and provisions hereof, unto the said Grantee, that certain tract or parcel of land (the "Subject Property"), and all privileges and appurtenances pertaining thereto, situated in Harris County, Texas, described as follows:

111.272 acres of land, located in the William P. Harris League, Abstract No. 30, Harris County, Texas, and being more fully described as set forth on Exhibit "A" attached hereto and made a part hereof for all purposes;

together with all improvements and fixtures owned by Grantor situated on the Subject Property and all of the right, title and interest of Grantor in and to the lands situated within the right-of-way of all roads, streets and alleys within or adjacent to the Subject Property.

This conveyance is made by Grantor and accepted by Grantee as being subject to the reservations, exceptions and encumbrances set forth on Exhibit "B" attached hereto and made a part hereof for all purposes.

Grantee is the owner of that certain real property (the "Adjacent Tract") located adjacent to the Subject Property conveyed herein, as described in deed dated January 31, 1979, from Anchortank, Inc., filed for record under Clerk's File No. F953646 and recorded under Film Code No. 119-86-0509, Official Public Records of Real Property of Harris County, Texas. The Adjacent Tract is subject to the restrictive covenants (the "PetroUnited Restrictions") set forth in or otherwise referred to in numbered paragraphs (3), (4) and (5) of that certain deed dated October 4, 1974, filed for record under Clerk's File No. E273731 and recorded under Film Code No. 110-20-0891, Official Public Records of Harris County, Texas, to the extent same are valid, lawful and enforceable. The conveyance of the Subject Property herein is hereby made and accepted subject to the PetroUnited Restrictions, as and to the extent same are valid, lawful and enforceable, and the PetroUnited Restrictions are hereby expressly made applicable to the Subject Property, as and to the extent that such PetroUnited Restrictions are valid, lawful and enforceable; provided, however, that the pro-rata share of channel and turning basin maintenance costs relating to the Subject Property conveyed herein

505-00-0912

shall in no case be in excess of (900 divided by 17,400) x (those costs). Subject to the foregoing, the PetroUnited Restrictions, as modified hereby with regards to the applicability thereof to the Subject Property, shall constitute covenants running with the land.

GRANTOR CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND WITH ALL FAULTS AND, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES GIVEN BY GRANTOR TO GRANTEE IN THE EXCHANGE AGREEMENT RELATING TO THE CONVEYANCE OF THE PROPERTY PURSUANT TO THIS DEED, GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROPERTY OR THE CONDITION (INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION), ADEQUACY OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S PURPOSES, OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever, subject, however, to the reservations and exceptions contained herein and the provisions hereinabove set out; and subject thereto, Grantor does hereby bind itself, its successors and assigns, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED effective as of the 31 day of October, 1995.

THE PORT OF HOUSTON AUTHORITY

*BC*

By: *[Signature]*  
Title: MANAGING DIRECTOR

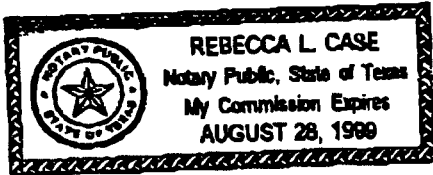
GRANTEE'S ADDRESS:

PETROUNITED TERMINALS, INC.  
333 Clay Street, Suite 4300  
Houston, Texas 77002

505-00-0913

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31<sup>st</sup> day of October, 1995, by G. T. Williamson, MANAGING DIRECTOR of The Port of Houston Authority.



Rebecca L. Case  
Notary Public in and for  
Harris County, Texas

My commission expires: August 28, 1999

RETURN AFTER RECORDING TO:

Sherwood O. Jones  
Jones, Galbraith & Musslewhite, P.C.  
770 South Post Oak Lane, Suite 670  
Houston, Texas 77056



EXHIBIT A

Page 1 of 2

LANDTECH CONSULTANTS, INC.  
Civil Engineering • Land Surveying

505-00-0914

FIELD NOTES FOR 111.272 ACRES OF LAND OUT OF BAYPORT SECTION 2, AN UNRECORDED SUBDIVISION IN THE WILLIAM P. HARRIS LEAGUE, ABSTRACT NO. 30, HARRIS COUNTY, TEXAS, SAID 111.272 ACRES OF LAND BEING OUT OF A CERTAIN 720.361 ACRE TRACT DESCRIBED IN DEED TO HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT RECORDED IN VOLUME 5770, PAGE 341, HARRIS COUNTY DEED RECORDS: (Bearings are oriented to the monumented north line of said tract holding the call plat bearing of N 86 deg. 46 min. 30 sec. E per the unrecorded plat of Bayport Section 2 dated November 20, 1967, marked "File No. STF-3942".)

COMMENCING at a 1 inch disk with punch mark in concrete and stamped "2239", found at the intersection of the east line of State Highway 146 (width varies) with the south line of Port Road (call 150 feet wide per Harris County Clerk's File No. E224117);

THENCE N 10 deg. 07 min. 51 sec. W, along the east line of State Highway 146, 151.29 feet (call N 10 deg. 08 min. 15 sec. W) to a point in the north line of Port Road and the south line of a called 50 foot wide unrecorded railroad easement per the plat of Bayport Section 2;

THENCE N 86 deg. 53 min. 41 sec. E, along the north line of Port Road and the south line of said 50 foot wide unrecorded railroad easement, 100.76 feet to a 3/8 inch iron rod with cap set for the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 10 deg. 07 min. 51 sec. W (call N 10 deg. 08 min. 15 sec. W), at 151.13 feet pass a 3/8 inch iron rod with cap set in the north line of a certain 100 foot wide Humble Oil and Refining Company pipeline easement commonly known as "Corridor 70" and described as "Easement No. 2" in deed recorded under Harris County Clerk's File No. K732486, for the southeast corner of a certain 100 foot wide Humble Oil and Refining Company pipeline easement commonly known as "Corridor 550" and described as "Easement No. 6" in same deed, said point being the southwest corner of the aforementioned 720.361 acre tract, and continuing along the east line of said Corridor 550 and the west line of said 720.361 acre tract, in all 1899.66 feet to a set 3/8 inch iron rod with cap;

THENCE continuing along the east line of Corridor 550 and the west line of said 720.361 acre tract, the following courses and distances:

N 11 deg. 40 min. 11 sec. E, 538.53 feet (call N 11 deg. 39 min. 50 sec. E, 538.55 feet) to a set 3/8 inch iron rod with cap;

N 10 deg. 07 min. 51 sec. W (call N 10 deg. 08 min. 15 sec. W), 982.76 feet to a found 5/8 inch iron rod, from which a found Exxon Pipeline Company Right-of-Way sign bears 0.4 foot south and 0.4 foot east;

N 09 deg. 27 min. 38 sec. E, 427.37 feet (call N 09 deg. 25 min. 22 sec. E, 427.42 feet) to a found 5/8 inch iron rod;

N 03 deg. 20 min. 04 sec. W, 208.68 feet (call N 03 deg. 16 min. 20 sec. W, 208.39 feet) to a found 5/8 inch iron rod;

N 01 deg. 45 min. 59 sec. E, 268.74 feet (call N 01 deg. 51 min. 45 sec. E, 269.21 feet) to a 3/8 inch iron rod with cap set in the south line of a certain 150 foot wide Humble Oil and Refining Company pipeline easement commonly known as "Corridor 60" and described as "Easement No. 1" in deed recorded under Clerk's File No. D732486, for the northwest corner of said 720.361 acre tract and the herein described tract, from which a found 5/8 inch iron rod bears N 80 deg. E, 3.55 feet;

THENCE N 86 deg. 46 min. 30 sec. E, along the south line of said Corridor 60 and the north line of said 720.361 acre tract, 2211.65 feet to a 3/8 inch iron rod with cap set for the northeast corner of the herein described tract;

-- page 1 of 2 pages --



505-00-0915

THENCE S 03 deg. 05 min. 18 sec. E, at 689.57 feet pass a 3/8 inch iron rod with cap set for reference at the northwest corner of a tract designated "Turning Basin" on said unrecorded map of Bayport Section 2, in all 1639.57 feet to a point for the most easterly southeast corner of the herein described tract, said point being the northeast corner of a certain call 76.243 acre tract of land described in deed to Petrounited, Inc., recorded under Clerk's File No. F953646;

THENCE S 86 deg. 54 min. 42 sec. W, along the north line of said 76.243 acre tract, at 313.1 feet pass the beginning of a chain link fence which bears 33.5 feet North, in all 1804.21 feet to a found 1/2 inch iron rod (bent) with cap stamped "#2882" for the northwest corner of said 76.243 acre tract and re-entrant corner of the herein described tract;

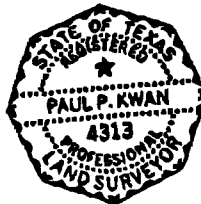
THENCE S 03 deg. 05 min. 55 sec. E (call S 03 deg. 05 min. 18 sec. E), along the west line of said 76.243 acre tract, at 2490.66 feet pass a 1/2 inch iron rod found in the north line of the aforementioned "Corridor 70", in all 2640.66 feet to a 3/8 inch iron rod found in the north line of said Port Road and the south line of the aforementioned 50 foot wide unrecorded railroad easement for the most southerly southeast corner of the herein described tract;

THENCE S 86 deg. 53 min. 41 sec. W, along the north line of Port Road and the south line of said railroad easement, 306.40 feet to the POINT OF BEGINNING and containing 111.272 acres of land.

January 31, 1995  
Revised October 23, 1995

Landtech Consultants, Inc.

Paul P. Kwan  
Registered Professional Land Surveyor  
No. 4313



24FN9503.01  
Dwg. No. 95-003-D-898A  
Project No. 950005.00

**EXHIBIT B**  
**TO WARRANTY DEED**

505-00-0916

**PERMITTED ENCUMBRANCES**

1. Pipeline right-of-way easement 100 feet wide located 50 feet north of the most southerly property line, known as "Pipeline Corridor 70," as reserved by Humble Oil & Refining Company in Deed to Harris County Houston Ship Channel Navigation District, dated effective July 1, 1964, recorded in Volume 5770, Page 341 of the Deed Records of Harris County, Texas, as amended by instrument dated November 1, 1972, filed under County Clerk's File No. D 732486 of the Official Public Records of Real Property of Harris County, Texas.
2. Railroad easement running northward from the most southerly portion of the west property line across the most southerly east portion of the subject property, granted to Southern Pacific Transportation Company by instrument dated September 30, 1975 filed under County Clerk's File No. E 588414 of the Official Public Records of Real Property of Harris County, Texas, and as shown on survey dated January 31, 1995 by Paul P. Kwan, Registered Professional Surveyor No. 4313.
3. Pipeline right of way easement 100 feet wide located north of and adjoining the Humble Oil & Refining Company "Pipeline Corridor 70," as granted to Friendswood Development Company by instrument dated May 10, 1979 filed under County Clerk's File No. G 121514 of the Official Public Records of Real Property of Harris County, Texas.
4. Designation of Location of Pipeline and Other Rights in the Bayport Industrial District, executed by Exxon Corporation, dated January 3, 1995, filed under County Clerk's File No. R 307202 of the Official Public Records of Real Property of Harris County, Texas.
5. A 1/32nd non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument dated May 10, 1937, recorded in Volume 1041, Page 138 of the Deed Records of Harris County, Texas. Waiver of surface rights contained therein.
6. 1/2 of all oil, gas, and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument dated December 2, 1938, recorded in Volume 1099, Page 724 of the Deed Records of Harris County, Texas. Said reservation is for a period of 25 years and as long thereafter as minerals are produced.
7. A 3/64ths non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument dated March 1, 1961, recorded in Volume 4294, Page 389, Volume 4294, Page 395, Volume 4294, Page 400, Volume 4294, Page 405,

505-00-0917

Volume 4294, Page 411 and dated March 7, 1961, recorded in Volume 4299, Page 538, all of the Deed Records of Harris County, Texas.

- 8. Mineral Lease dated June 24, 1952, executed by Gabriel J. Lee, Lessor, to Charles Dillingham, Trustee, Lessee, recorded in Volume 708, Page 712 of the Contract Records of Harris County, Texas.
- 9. Mineral Lease dated August 25, 1952, executed by Mrs. W. W. Ralston, Lessor, to Charles Dillingham, Trustee, Lessee, recorded in Volume 707, Page 674 of the Contract Records of Harris County, Texas.
- 10. All oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument dated July 1, 1964 recorded in Volume 5770, Page 341 of the Deed Records of Harris County, Texas. Waiver of surface rights contained therein.
- 11. Nineteen-foot wide CWA water line easement located entirely within Exxon Pipeline Corridor "70", as described in instrument recorded under Clerk's File No. F951150, Real Property Records, Harris County, Texas.

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 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

NOV 3 1995

0262977.02  
109527/1846



*Beverly P. Kaufman*  
 COUNTY CLERK  
 HARRIS COUNTY TEXAS

*Beverly P. Kaufman*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

95 NOV -3 PM 1:33

FILED

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY CARBON COPY PHOTO COPY, DISCOLORED PAPER, ETC.

V510344

00-6156 PB

HOLD FOR LAWYERS TITLE COMPANY

SPECIAL WARRANTY DEED

12/31/01 300673376 V510344

\$21.00

Handwritten initials: H, M

THE STATE OF TEXAS §  
COUNTY HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, CELANESE LTD., a Texas limited partnership, (herein referred to as "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid to Grantor by LBC PETROUNITED, L.P., a Delaware limited partnership (herein referred to as "Grantee"), whose mailing address is 11666 Port Road, Seabrook, Texas 77586, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents docs GRANT, SELL and CONVEY unto Grantee that certain tract or tracts of real property located in the county referenced above, as more particularly described on EXHIBIT A attached hereto, incorporated herein and made a part hereof for all purposes, together with (a) all buildings and other improvements owned by Grantor affixed thereto and (b) all and singular any rights and appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way and any and all strips, gores or similar pieces of property adjacent or contiguous to said real property (said real Property together with any and all of such related improvements, rights and appurtenances being herein collectively referred to as the "Property").

Handwritten initials: we

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and Grantee's 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; provided that this conveyance and the warranty of Grantor herein contained are subject to the matters set forth on EXHIBIT B attached hereto, incorporated herein and made a part hereof for all purposes.

All ad valorem taxes and assessments for the Property for the year in which this deed is executed have been prorated by the parties hereto as of the effective date of this deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for such year are available.

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Handwritten signature: [Signature]  
COUNTY CLERK  
HARRIS COUNTY TEXAS

2001 DEC 31 PM 3:03

FILED



EXECUTED on the date of the acknowledgment hereinbelow, to be effective for all purposes as of the 27th day of December, 2001.

GRANTOR:

CELANESE LTD., a Texas limited partnership

*JM*

By: Cclanese International Corporation,  
a Delaware corporation,  
its general partner



By: *[Signature]*  
Name: D.M. Madden  
Title: Vice President

THE STATE OF TEXAS §  
  §  
COUNTY OF Dallas §

Before me the undersigned authority, on this day personally appeared D.M. Madden, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 27th day of December, 2001.



*Janet Robertson*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Janet Robertson  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:  
7-28-05

Return after recording to:  
LBC PetroUnited, L.P.  
11666 Post Road  
Seabrook, Texas 77586

**EXHIBIT "A"****TRACT I**

FIELD NOTES FOR 49.990 ACRES OR 21,177 SQUARE FEET OF LAND SITUATED IN THE WILLIAM P. HARRIS SURVEY, ABSTRACT NO. 30, HARRIS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 50.00 ACRE TRACT TO CELANESE CORPORATION, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. (H.C.C.F) D763891, OUT OF BAYPORT SECTION TWO (UNRECORDED) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (Bearings referenced to the Texas Co-ordinate System, South Central Zone, North American Datum 1983, 1993 adjustment Holding N.G.S. Tristations "Gulfport AZMK", "HGCS51", "LAPORT", and "HGCS50").

BEGINNING at a 5/8 inch iron rod found in the south line of Port Authority 100 foot drainage R.O.W. Ditch "D" recorded in Volume 5770, Page 341 Harris County Deed Records and H.C.C.F. NO. D763891, being the southeast corner of a called 76.243 acre tract of land described in deed to Petrounited, Inc. recorded under H.C.C.F. No. F953646 and the southwest corner of the herein described;

THENCE North 03 deg. 05 min. 47 sec. West, along the east line of said 76.243 acre tract, a distance of 1540.09 (call 1540.28) feet to 3/8 inch iron rod with cap stamped "Landtech" set for an interior corner of said 76.243 acre tract and the northwest corner of the herein described tract;

THENCE North 86 deg. 54 min. 13 sec. East, passing at 760.60 feet the east line of said 76.243 acre tract, and the west line of Bayport Ship Channel Turning Basin as shown on Bayport Sec. Two (Unrecorded) in all a distance of 1710.83 (call 1710.95) feet to point inside a ditch for corner being the northeast corner of the herein described tract and the northwest corner of a called 72.995 acre tract recorded under H.C.C.F. No. H157834;


THENCE South 03 deg. 05 min. 47 sec. East, along the west line of said 72.995 acre tract 400.39 (call 400.00) feet to a point inside a ditch for corner of the herein described tract;

THENCE South 32 deg. 02 min. 39 sec. West, along the west line of said 72.995 acre tract 1393.39 (call 1393.72) feet to a 3/8 inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

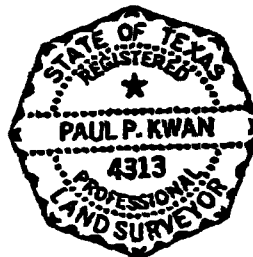
THENCE South 86 deg. 53 min. 13 sec. West, along the south line of said Port Authority 100 foot drainage R.O.W. Ditch "D" 908.80 feet to the POINT OF BEGINNING.

May 22, 2000  
Revised June 21, 2000

Landtech Consultants, Inc.



Paul P Kwan  
Registered Professional Land Surveyor  
No. 4313



TRACT II

FIELD NOTES FOR 13.680 ACRES OR 595,887 SQUARE FEET OF LAND SITUATED IN THE WILLIAM P. HARRIS SURVEY, ABSTRACT NO. 30, HARRIS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 50.00 ACRE TRACT TO CELANESE CORPORATION, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. (H.C.C.F) E264944, OUT OF BAYPORT SECTION TWO (UNRECORDED) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (Bearings referenced to the Texas Co-ordinate System, South Central Zone, North American Datum 1983, 1993 adjustment Holding N.G.S. Tristations "Gulfport AZMK", "HGCS51", "LAPORT", and "HGCS50").

BEGINNING at a point in the south line of Port Road (call 150' R.O.W. per H.C.C.F. NO. E246199 and C728216) being the northwest corner of a called 6.300 acre tract described in deed recorded under H.C.C.F. No. M897428 and the northeast corner of said 50.00 acre tract and the herein described tract from which a found 5/8 inch iron rod bears North 0.14 feet;

THENCE South 14 deg. 06 min. 55 sec. West, along west line of said 6.300 acre tract, a distance of 1101.42 feet to a 3/8 inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

THENCE North 74 deg. 55 min. 19 sec. West, a distance of 589.15 feet to a 3/8 inch iron rod with cap stamped "Landtech" set for the southwest corner of the herein described tract;

THENCE North 13 deg. 35 min. 08 sec. East, a distance of 906.25 feet to a 3/8 inch iron rod with cap stamped "Landtech" set in the south line of said Port Road being the northwest corner of the herein described tract;

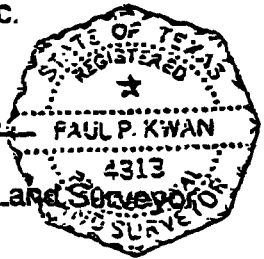
THENCE North 86 deg. 53 min. 00 sec. East, along the south line of said Port Road a distance of 625.52 feet to the POINT OF BEGINNING of the herein described tract.

May 22, 2000

Landtech Consultants, Inc.

*Paul P. Kwan*

Paul P. Kwan  
Registered Professional Land Surveyor  
No. 4313



Dwg. No.: 1297-D-1724  
Project No.: 000159.02  
Win/Word : E:\000159\Docs.

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. The following restrictive covenants of record itemized below:

Environmental Standards for the industrial area known as "BAYPORT", as the same are set forth in instruments recorded in Volume 5550, Page 215, Volume 5770, Page 341, Volume 5920, Page 165, and Volume 8470, Page 238, all of the Deed Records of Harris County, Texas, and those recorded under Clerk's File Nos. D732486 & D763891. (as to Tract I)

Environmental Standards for the industrial area known as "BAYPORT", as the same are set forth in instruments recorded in Volume 5550, Page 215, Volume 5770, Page 341, Volume 5920, Page 165, and Volume 8470, Page 238, all of the Deed Records of Harris County, Texas, and those recorded under Clerk's File Nos. D876057, E264944, T965827 and U486551. (as to Tract II)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2000, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

6. The terms and conditions of the documents creating your interest in the land.
7. The following matters and all terms of the documents creating or offering evidence of the matters:
  - a. Easement 10 feet wide, location shown on plat attached thereto, together with an unobstructed aerial easement 10 feet wide extending upward from an inclined plane, the lower limits which begin at a height of 15 feet above the ground and extend outward to a height of 19 feet 2 inches granted to Houston Lighting & Power Company by instrument dated September 22, 1982, recorded under Clerk's File No. H705905. (as to Tract II)
  - b. Drainage easement 100 feet wide of which the West 50 feet is located along the East property line and the North 50 feet is located along the South property line reserved in deed dated December 15, 1964, recorded in Volume 5770, Page 341, of the Deed Records of Harris County, Texas, and by deed dated December 19, 1972, recorded under Clerk's File No. D763891. (as to Tract I)
  - c. Easement 10 feet wide, location shown on plat attached thereof, together with an unobstructed aerial easement 5 feet wide from a plane 20 feet above the ground upward located adjacent thereto granted to Houston Lighting & Power Company by instrument dated August 1, 1973, recorded under Clerk's File No. E080830, as corrected by instrument dated October 29, 1973, recorded under Clerk's File No. E086559. (as to Tract I and II)
  - d. Guy easement 3 feet in width by 35 feet in length, location shown on plat attached thereto, granted to Houston Lighting & Power Company by instrument dated August 2, 1973, recorded under Clerk's File No. E080830. (as to Tract I and II)
  - e. Easement 10 feet wide, location described by metes and bounds therein, granted to Houston Lighting & Power Company by instrument dated August 29, 1973, recorded under Clerk's File No. E153597. (as to Tract I) NOTE: This easement follows the easement described under 9c above only that it extends the last call from 148 feet to 160 feet.
  - f. Guy easement 3 feet in width by 35 feet in length, location shown on plat attached thereto, granted to Houston Lighting & Power Company by instrument dated July 30, 1975, recorded under Clerk's File No. E533822. (as to Tract II)
  - g. Easement 10 feet wide, location shown on plat attached thereto, together with an unobstructed aerial easement 10 feet wide from a plane 16 feet above the ground upward located adjacent thereto, granted to Houston Lighting & Power Company by instrument dated November 27, 1989, recorded under Clerk's File No. M444133 and refiled under Clerk's File No. M500181. (as to Tract I) NOTE: This easement appears to be an extension of the ones described under 9c and 9e above.

- h. All the oil, gas and other minerals, and all other elements not considered a part of the surface estate, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as the same are set forth in instrument recorded in Volume 5770, Page 341, of the Deed Records of Harris County, Texas. (as to Tract I)
- i. The right of ingress and egress for the exploration of minerals was waived therein and by instruments recorded under Clerk's File Nos. D732486 and D763891.
- j. All the oil, gas and other minerals, and all other elements not considered a part of the surface estate, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as the same are set forth in instrument recorded in Volume 6973, Page 503, of the Deed Records of Harris County, Texas. (as to Tract II)
- k. The right of ingress and egress for the exploration of minerals was waived in instrument recorded under Harris County Clerk's File No. E264944.
- l. Terms and provisions of that certain "Industrial Solid Waste Disposal Site Deed Recordation" recorded under Clerk's File No. H456701, and to those certain "Industrial Solid Waste Certification of Remediation" Unit V-9209 recorded under Clerk's File No. S610673, Unit V-9210 recorded under Clerk's File No. S610674, Unit V-9231 recorded under Clerk's File No. S610675, Unit V-9307 recorded under Clerk's File No. S610676, Unit V-9308 recorded under Clerk's File No. S610677, Unit V-9609 recorded under Clerk's File No. S610678, Unit V-9610 recorded under Clerk's File No. S610679, Unit V-9247 recorded under Clerk's File No. T268718 and Unit V-9403 recorded under Clerk's File No. T268720, Certification of Remediation - East Barge Dock recorded under Clerk's File No. T268717 and Certification of Remediation - Pipeline Spill recorded under Clerk's File No. T268719, Industrial Solid Waste Certification of remediation - French Drains - Railcar Loading Areas recorded under Clerk's File No. V000891 and Unit V9224/9225, Industrial Solid Waste Certification of Closure/Remediation recorded under Clerk's File No. V395720. (as to Tract I)
- m. Terms and provisions of that certain "Agreement of Compromise and Settlement" dated as of October 27, 1997, filed December 2, 1997, under Harris County Clerk's File No. S753478 between The Port of Houston Authority, Exxon Land Development, Inc., Hochtst Celanese Chemical Group, Ltd., Baytank Houston, Inc. and Petrounited Terminals, Inc., all as set forth and described therein.
- n. Subject property lies within the boundaries of Clear Lake City Water Authority (as to Tract II).

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 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

DAL:410251.1  
30151.92814

3

DEC 31 2001



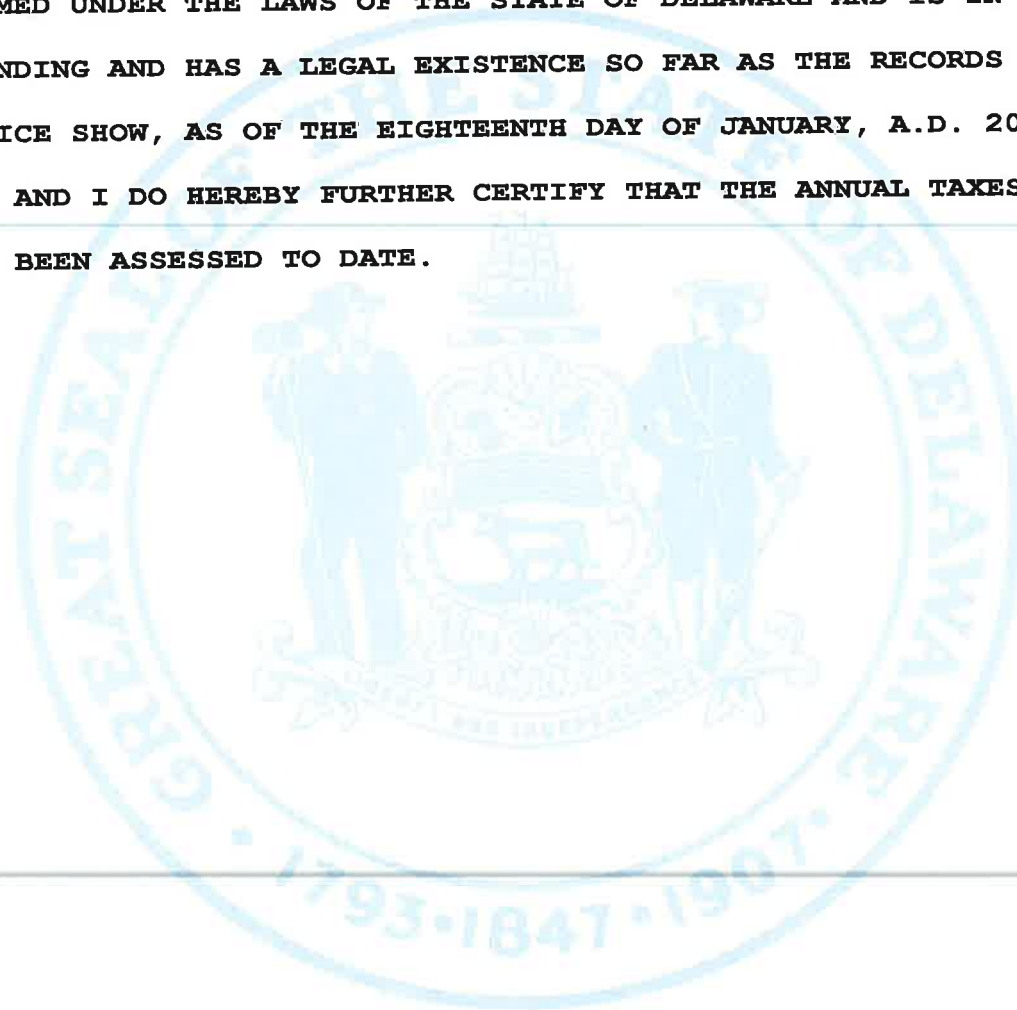
*Dorely L. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Office of the Secretary of State

---

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LBC OPERATIONS (US), LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JANUARY, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



*Harriet Smith Windsor*  
Secretary of State

3338702 8300

AUTHENTICATION: 0922780

010029361

DATE: 01-18-01

**AGREEMENT  
OF  
LIMITED PARTNERSHIP  
OF  
LBC PETROUNITED, L.P.**

This Agreement of Limited Partnership (this "Agreement") of LBC PetroUnited, L.P. (the "Partnership"), dated as of December 31, 2000 (the "Effective Date") is entered into by and among LBC Operations (US), LLC, a Delaware limited liability company, as general partner, and LBC S.A., a French société anonyme, as limited partner.

**ARTICLE I  
DEFINITIONS**

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

"*Certificate of Limited Partnership*" means the Certificate of Limited Partnership filed with the Secretary of State of the State of Delaware as described in the first sentence of Section 2.5, as amended or restated from time to time.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Delaware Act*" means the Delaware Revised Uniform Limited Partnership Act, as amended from time to time, and any successor to such act.

"*General Partner*" means LBC Operations (US), LLC, a Delaware limited liability company, in its capacity as the general partner of the Partnership, and any successor to LBC Operations (US), LLC as general partner.

"*Limited Partner*" means LBC S.A.

"*Partner*" means the General Partner or the Limited Partner and "*Partners*" means the General Partner and the Limited Partner.

"*Partnership*" means LBC PetroUnited, L.P., a Delaware limited partnership.

"*Percentage Interest*" means, with respect to the General Partner, .1%, and with respect to the Limited Partner, 99.9%.

**ARTICLE II  
ORGANIZATIONAL MATTERS**

**Section 2.1 Formation.** Subject to the provisions of this Agreement, the General Partner and the Limited Partner have formed the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. The General Partner and the Limited Partner hereby enter into this Agreement to set forth the rights and obligations of the Partners and certain matters related thereto. Except as expressly provided herein to the contrary, the rights and obligations of



the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act.

**Section 2.2 Name.** The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, "LBC PetroUnited, L.P."

**Section 2.3 Principal Office; Registered Office.**

(a) The principal office of the Partnership shall be at 11666 Port Road, Seabrook, Texas 77586 or such other place as the General Partner may from time to time designate to the Limited Partner. The Partnership may maintain offices at such other places as the General Partner deems advisable.

(b) The address of the Partnership's registered office in the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 and the name of the Partnership's registered agent for service of process at such address shall be The Corporation Trust Company.

**Section 2.4 Term.** The Partnership commenced its existence on the effective date of the filing of the Certificate and shall continue in existence until it is dissolved and terminated as provided herein.

**Section 2.5 Organizational Certificate.** A Certificate of Limited Partnership of the Partnership has been filed by the General Partner with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall cause to be filed such other certificates or documents as may be required for the formation, operation and qualification of a limited partnership in the State of Delaware and any state in which the Partnership may elect to do business. The General Partner shall thereafter file any necessary amendments to the Certificate of Limited Partnership and any such other certificates and documents and do all things requisite to the maintenance of the Partnership as a limited partnership (or as a partnership in which the Limited Partner has limited liability) under the laws of Delaware and any state or jurisdiction in which the Partnership may elect to do business.

---

**ARTICLE III  
PURPOSE**

The purpose and business of the Partnership shall be to engage in any lawful activity for which limited partnerships may be organized under the Delaware Act.

**ARTICLE IV  
CAPITAL CONTRIBUTIONS**

The investment of each Partner in, or attributable to, the stock of LBC PetroUnited, Inc. prior to its conversion to the Partnership shall constitute the capital contribution of such Partner to the Partnership.

**ARTICLE V  
CAPITAL ACCOUNTS; ALLOCATIONS**

**Section 5.1 Capital Accounts.** The Partnership shall maintain a capital account for each of the Partners in accordance with the regulations issued pursuant to Section 704 of the Code, and as determined by the General Partner as consistent therewith.

**Section 5.2 Allocations.** For federal income tax purposes, each item of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners in accordance with their respective Percentage Interests.

**Section 5.3 Distributions.** From time to time, but not less often than quarterly, the General Partner shall review the Partnership's accounts to determine whether distributions are appropriate. The General Partner may make such cash distributions as it, in its sole discretion, may determine without being limited to current or accumulated income or gains from any Partnership funds, including, without limitation, Partnership revenues, capital contributions or borrowed funds; provided, however, that no such distribution shall be made if, after giving effect thereto, the liabilities of the Partnership exceed the fair market value of the assets of the Partnership. In its sole discretion, the General Partner may, subject to the foregoing proviso, also distribute to the Partners other Partnership property, or other securities of the Partnership or other entities. All distributions by the General Partner shall be made in accordance with the Percentage Interests of the Partners.

**ARTICLE VI  
MANAGEMENT AND OPERATIONS OF BUSINESS**

**Section 6.1 General Partner to Manage.** Except as otherwise expressly provided in this Agreement, all powers to control and manage the business and affairs of the Partnership shall be vested exclusively in the General Partner; the Limited Partner shall not have any power to control or manage the business and affairs of the Partnership.

**Section 6.2 Officers and Agents.** The General Partner shall have the power to employ, retain and designate persons as may be necessary or appropriate for the conduct of the Partnership's business (subject to the supervision and control of the General Partner), including employees and agents who may be designated as officers of the Partnership with titles including but not limited to "chairman," "president," "vice president," "treasurer," "secretary," "general manager," "director," and "chief financial officer," as and to the extent authorized by the General Partner. If the General Partner does not otherwise specify the powers and duties of any person so designated as an officer, such person shall have the powers and duties generally accorded by Delaware corporate law and customary business usage mutatis mutandis to a person holding a position with the same title in a Delaware corporation.

**ARTICLE VII  
TAX ELECTION**

The Partnership will elect pursuant to Form 8832, to be classified as a corporation for federal income tax purposes.

**ARTICLE VIII  
RIGHTS AND OBLIGATIONS OF LIMITED PARTNER**

The Limited Partner shall not have any liability under this Agreement.

**ARTICLE IX  
DISSOLUTION AND LIQUIDATION**

The Partnership shall dissolve and its affairs shall be wound upon the unanimous agreement of the Partners to dissolve.

**ARTICLE X  
AMENDMENT OF PARTNERSHIP AGREEMENT**

The General Partner may amend any provision of this Agreement without the consent of the Limited Partner and may execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith.

**ARTICLE XI  
GENERAL PROVISIONS**

**Section 11.1 Addresses and Notices.** Any notice to the Partnership, the General Partner or the Limited Partner shall be deemed given if received by it in writing at the principal office of the Partnership designated pursuant to Section 2.3(a).

**Section 11.2 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**Section 11.3 Integration.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

**Section 11.4 Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof, or of such provision in other respects, shall not be affected thereby.

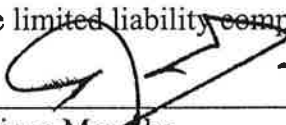
**Section 11.5 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

*[The balance of this page left blank intentionally.]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the General Partner and the Limited Partner as of the date first above written.


**GENERAL PARTNER:**

**LBC Operations (US), LLC**  
A Delaware limited liability company

By:   
Name: Philippe Marache  
Title: Manager

**LIMITED PARTNER:**

**LBC S.A.**

By:   
Name: Michel DAVAL  
Title: Chairman & CEO

**AMENDMENT  
TO  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
LBC PETROUNITED, L.P.**

This amendment (the "*Amendment*"), effective as of 11:59 p.m., December 31, 2001, to the Agreement of Limited Partnership (the "*Agreement*") of LBC PetroUnited, L.P., a Delaware limited partnership (the "*Partnership*"), by LBC Operations (US), LLC., a Delaware limited liability company serving as the general partner (the "*General Partner*"), is made and entered into pursuant to Article X of the Agreement. Terms set forth herein which are not otherwise defined shall have the same meaning ascribed to such terms in the Agreement.

1. The Agreement is hereby amended as follows:

1.1 The definition "Partnership" set forth in Article I of the Agreement is amended to read as follows:

““*Partnership*” means LBC Houston, L.P., a Delaware limited partnership.”

1.2 Section 2.2 of the Agreement is amended to read as follows:

“**Section 2.2 Name.** The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, “LBC Houston, L.P.””

2. As expressly amended or modified hereby, the Agreement shall remain in full force and effect and is hereby ratified.

3. This Amendment shall be effective as of 11:59 p.m., December 31, 2001.

EXECUTED effective as of the date and time first written above.

**GENERAL PARTNER:**

**LBC Operations (US), LLC**

By: 

Philippe Marche  
Manager

**Exhibit A**

**AGREEMENT  
OF  
LIMITED PARTNERSHIP  
OF  
LBC PETROUNITED, L.P.**

This Agreement of Limited Partnership (this "Agreement") of LBC PetroUnited, L.P. (the "Partnership"), dated as of December 31, 2000 (the "Effective Date") is entered into by and among LBC Operations (US), LLC, a Delaware limited liability company, as general partner, and LBC S.A., a French société anonyme, as limited partner.

**ARTICLE I  
DEFINITIONS**

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

*"Certificate of Limited Partnership"* means the Certificate of Limited Partnership filed with the Secretary of State of the State of Delaware as described in the first sentence of Section 2.5, as amended or restated from time to time.

*"Code"* means the Internal Revenue Code of 1986, as amended.

*"Delaware Act"* means the Delaware Revised Uniform Limited Partnership Act, as amended from time to time, and any successor to such act.

*"General Partner"* means LBC Operations (US), LLC, a Delaware limited liability company, in its capacity as the general partner of the Partnership, and any successor to LBC Operations (US), LLC as general partner.

*"Limited Partner"* means LBC S.A.

*"Partner"* means the General Partner or the Limited Partner and *"Partners"* means the General Partner and the Limited Partner.

*"Partnership"* means LBC PetroUnited, L.P., a Delaware limited partnership.

*"Percentage Interest"* means, with respect to the General Partner, .1%, and with respect to the Limited Partner, 99.9%.

**ARTICLE II  
ORGANIZATIONAL MATTERS**

**Section 2.1 Formation.** Subject to the provisions of this Agreement, the General Partner and the Limited Partner have formed the Partnership as a limited partnership pursuant to

the provisions of the Delaware Act. The General Partner and the Limited Partner hereby enter into this Agreement to set forth the rights and obligations of the Partners and certain matters related thereto. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act.

**Section 2.2 Name.** The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, "LBC PetroUnited, L.P."

**Section 2.3 Principal Office; Registered Office.**

(a) The principal office of the Partnership shall be at 11666 Port Road, Seabrook, Texas 77586 or such other place as the General Partner may from time to time designate to the Limited Partner. The Partnership may maintain offices at such other places as the General Partner deems advisable.

(b) The address of the Partnership's registered office in the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 and the name of the Partnership's registered agent for service of process at such address shall be The Corporation Trust Company.

**Section 2.4 Term.** The Partnership commenced its existence on the effective date of the filing of the Certificate and shall continue in existence until it is dissolved and terminated as provided herein.

**Section 2.5 Organizational Certificate.** A Certificate of Limited Partnership of the Partnership has been filed by the General Partner with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall cause to be filed such other certificates or documents as may be required for the formation, operation and qualification of a limited partnership in the State of Delaware and any state in which the Partnership may elect to do business. The General Partner shall thereafter file any necessary amendments to the Certificate of Limited Partnership and any such other certificates and documents and do all things requisite to the maintenance of the Partnership as a limited partnership (or as a partnership in which the Limited Partner has limited liability) under the laws of Delaware and any state or jurisdiction in which the Partnership may elect to do business.

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**ARTICLE III  
PURPOSE**

The purpose and business of the Partnership shall be to engage in any lawful activity for which limited partnerships may be organized under the Delaware Act.

**ARTICLE IV  
CAPITAL CONTRIBUTIONS**

The investment of each Partner in, or attributable to, the stock of LBC PetroUnited, Inc. prior to its conversion to the Partnership shall constitute the capital contribution of such Partner

to the Partnership.

## ARTICLE V CAPITAL ACCOUNTS; ALLOCATIONS

**Section 5.1 Capital Accounts.** The Partnership shall maintain a capital account for each of the Partners in accordance with the regulations issued pursuant to Section 704 of the Code, and as determined by the General Partner as consistent therewith.

**Section 5.2 Allocations.** For federal income tax purposes, each item of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners in accordance with their respective Percentage Interests.

**Section 5.3 Distributions.** From time to time, but not less often than quarterly, the General Partner shall review the Partnership's accounts to determine whether distributions are appropriate. The General Partner may make such cash distributions as it, in its sole discretion, may determine without being limited to current or accumulated income or gains from any Partnership funds, including, without limitation, Partnership revenues, capital contributions or borrowed funds; provided, however, that no such distribution shall be made if, after giving effect thereto, the liabilities of the Partnership exceed the fair market value of the assets of the Partnership. In its sole discretion, the General Partner may, subject to the foregoing proviso, also distribute to the Partners other Partnership property, or other securities of the Partnership or other entities. All distributions by the General Partner shall be made in accordance with the Percentage Interests of the Partners.

## ARTICLE VI MANAGEMENT AND OPERATIONS OF BUSINESS

**Section 6.1 General Partner to Manage.** Except as otherwise expressly provided in this Agreement, all powers to control and manage the business and affairs of the Partnership shall be vested exclusively in the General Partner; the Limited Partner shall not have any power to control or manage the business and affairs of the Partnership.

**Section 6.2 Officers and Agents.** The General Partner shall have the power to employ, retain and designate persons as may be necessary or appropriate for the conduct of the Partnership's business (subject to the supervision and control of the General Partner), including employees and agents who may be designated as officers of the Partnership with titles including but not limited to "chairman," "president," "vice president," "treasurer," "secretary," "general manager," "director," and "chief financial officer," as and to the extent authorized by the General Partner. If the General Partner does not otherwise specify the powers and duties of any person so designated as an officer, such person shall have the powers and duties generally accorded by Delaware corporate law and customary business usage *mutatis mutandis* to a person holding a position with the same title in a Delaware corporation.



**ARTICLE VII  
TAX ELECTION**

The Partnership will elect pursuant to Form 8832, to be classified as a corporation for federal income tax purposes.

**ARTICLE VIII  
RIGHTS AND OBLIGATIONS OF LIMITED PARTNER**

The Limited Partner shall not have any liability under this Agreement.

**ARTICLE IX  
DISSOLUTION AND LIQUIDATION**

The Partnership shall dissolve and its affairs shall be wound upon the unanimous agreement of the Partners to dissolve.

**ARTICLE X  
AMENDMENT OF PARTNERSHIP AGREEMENT**

The General Partner may amend any provision of this Agreement without the consent of the Limited Partner and may execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith.

**ARTICLE XI  
GENERAL PROVISIONS**

**Section 11.1 Addresses and Notices.** Any notice to the Partnership, the General Partner or the Limited Partner shall be deemed given if received by it in writing at the principal office of the Partnership designated pursuant to Section 2.3(a).

**Section 11.2 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**Section 11.3 Integration.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

**Section 11.4 Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof, or of such provision in other respects, shall not be affected thereby.

**Section 11.5 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

*[The balance of this page left blank intentionally.]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the General Partner and the Limited Partner as of the date first above written.

**GENERAL PARTNER:**

**LBC Operations (US), LLC**  
A Delaware limited liability company

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

**LIMITED PARTNER:**

**LBC S.A.**

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

# LIMITED LIABILITY COMPANY AGREEMENT

OF

## LBC BAYPORT TERMINAL, LLC

This Limited Liability Company Agreement (this “**Agreement**”) of LBC Bayport Terminal, LLC is entered into by LBC Acquisition Corporation, Inc., a Delaware corporation (the “**Member**”) as of the 26th day of June, 2015. In consideration of the covenants, conditions and agreements contained herein, the Member, who upon the date hereof is the sole Member, hereby determines as follows:

### ARTICLE I ORGANIZATION OF THE COMPANY

#### 1. Formation.

LBC Bayport Terminal, LLC (the “**Company**”) is a limited liability company organized under the provisions of the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”). The Certificate of Formation (the “**Certificate**”) has been filed on June 23, 2015 with the Secretary of State of the State of Delaware.

#### 2. Name.

The name of the Company is, and the business of the Company shall be conducted under the name of, “LBC Bayport Terminal, LLC.”

#### 3. Term.

The Company commenced its existence on the effective date of the filing of the Certificate and shall continue in existence until it is dissolved and terminated by the affirmative action of the Member.

#### 4. Office.

The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate, or such other place as the Member may designate in the manner provided by law. The registered agent for service of process at such address shall be the initial registered agent named in the Certificate, or such other person as the Member may designate in the manner provided by law.

#### 5. Purposes and Permitted Activities.

The purposes of the Company are to engage in any business or activity that is not forbidden by the law of the jurisdiction in which the Company engages in that business or activity.

**6. Member.**

The name, business and mailing address of the sole Member of the Company is:

LBC ACQUISITION CORPORATION, INC.  
c/o LBC Baton Rouge, LLC  
1725 LA-75  
Sunshine, LA 70780  
Attn: Business President - US  
Email: lawrence.waldron@gmail.com

With a copy to:

LBC Belgium Holding NV  
Schaliënhoeverdreef 20E  
B-2800 Mechelen (Belgium)  
Attn: Group General Counsel  
Email: i-delooof@lbctt.com

**7. Management.**

***7.1 Management by Managers.***

(a) The Company shall be managed by “managers” (as such term is used in the Act) according to the remaining provisions of this Section 7, except as otherwise provided in this Agreement with respect to the action, consent or approval of the Member. Except as described in the preceding sentence, the business and affairs of the Company shall be managed by the Managers designated in accordance with Section 7.2 acting exclusively through the Board of Managers of the Company (the “Board”) in accordance with this Agreement. Under the direction and at the discretion of the Board, the day-to-day activities of the Company may be conducted on the Company’s behalf by officers, who shall be agents of the Company. In addition to the powers that now or hereafter can be granted under the Act and to all other powers granted under any other provision of this Agreement, the Board and any officers (subject to Section 7.5 and the direction of the Board) shall have full power and authority to do all things on such terms as they may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company, including, without limitation, (i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness and the incurring of any other obligations; (ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Company; (iii) the merger or other combination or conversion of the Company with or into another person; (iv) the use of the assets of the Company (including cash on hand) for any purpose consistent with the terms of this Agreement and the repayment of obligations of the Company; (v) the negotiation, execution and performance of any contracts, conveyances or other instruments; (vi) the distribution of Company cash; (vii) the selection, engagement and dismissal of officers, employees and agents, outside attorneys, accountants,

engineers, consultants and contractors and the determination of their compensation and other terms of employment or hiring; (viii) the maintenance of such insurance for the benefit of the Company as it deems necessary or appropriate; (ix) the acquisition or disposition of assets; (x) the formation of, or acquisition of assets of or an interest in, or the contribution of property to, any person; (xi) the control of any matters affecting the rights and obligations of the Company, including the commencement, prosecution and defense of actions at law or in equity and otherwise engaging in the conduct of litigation and the incurring of legal expense and the settlement of claims and litigation; (xii) the indemnification of any person against liabilities and contingencies to the extent permitted by law and this Agreement and (xii) the issuance of previously authorized units of membership interests (or limited liability company interests) in the Company, if any.

(b) Notwithstanding the general authority of the Managers (as hereinafter defined), the following items shall require the prior affirmative consent of the Member: (i) borrowing of money and/or refinancing by the Company, (ii) the merger, sale or disposition of all or substantially all of the assets of the Company, and (iii) the voluntary bankruptcy or dissolution of the Company.

## ***7.2 Board of Managers.***

(a) Composition; Initial Managers. The Board shall initially consist of two (2) natural persons who need not be a Member or resident of the State of Delaware (the “**Manager**”). The initial Board (and the initial Manager) shall consist of the persons listed on Schedule I. Any successor or substituted Managers shall be designated as provided in Section 7.2(b). Subject to any limitations specified by law, the number of Managers may be increased or decreased by the Member.

(b) Election and Term of Office. The Managers shall be designated from time to time by the Member. Each Manager elected shall hold office until his successor shall be designated by the Member and shall qualify, or until his death, resignation or removal in the manner hereinafter provided.

(c) Resignation. Any Manager may resign at any time by giving written notice to the Board or the Member. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) Removal. The Member may remove any Manager or Managers, including all of the Managers, either with or without cause.

(e) Quorum; Required Vote for Board Action. At all meetings of the Managers, the presence of a majority of the number of Managers fixed by or in accordance with this Agreement shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Managers at any meeting at which a quorum is present shall be the act of the Managers unless the act of a greater number is required by law, the Certificate or this Agreement. If a quorum shall not be present at any meeting of Managers, the Managers present

may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

(f) Location; Order of Business. The Board may hold its meetings and may have an office and keep the books of the Company, in such place or places, within or without the State of Delaware, as the Board may from time to time determine by resolution. At all meetings of the Board, business shall be transacted in such order as shall from time to time be determined by resolution of the Board.

(g) Meetings of the Board. Regular meetings of the Board shall be held at such places as shall be designated from time to time by resolution of the Board. Special meetings of the Board may be called at the request of any Manager. Such notice of special meeting shall state the purpose or purposes of such meeting. Unless determined by the Board pursuant to resolution, notice of any meeting (whether the first meeting, a regular meeting or a special meeting) shall not be required. Managers may participate in and hold a meeting of the Board by means of conference telephone, videoconference equipment or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in such manner in any such meeting constitutes presence in person at such meeting.

(h) Compensation. Managers shall not be compensated for their services as Managers; provided that the Managers shall be entitled to reimbursement by the Company for their respective reasonable out-of-pocket costs and expenses incurred in the course of their services as such.

### ***7.3 Officers.***

(a) The Board, at its discretion, may elect any one or more officers of the Company. One person may hold any two or more offices. Each officer so elected shall hold office until his successor shall have been duly elected and qualified or until his death, resignation or removal in the manner hereinafter provided.

(b) Every officer so elected shall be an agent of the Company for the purpose of its business. The act of an officer, including the execution in the name of the Company of any instrument for apparently carrying on in the usual way the business of the Company, binds the Company unless the officer so acting otherwise lacks authority to act for the Company and the person with whom the officer is dealing has knowledge of the fact that the officer has no such authority.

(c) The Board may appoint such other officers and agents as they shall deem necessary who shall hold their offices for such terms, have such authority and perform such duties as the Board may from time to time determine. The Board may delegate to any committee or officer the power to appoint any such subordinate officer or agent. No subordinate officer appointed by any committee or superior officer as aforesaid shall be considered as an officer of the Company, the officers of the Company being limited to the officers elected or appointed as such by the Board.

(d) Any officer may resign at any time by giving written notice thereof to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise

specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer elected or appointed by the Board or any other officer may be removed at any time with or without cause by the Board. The removal of any officer shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or an agent shall not of itself create any contract rights. A vacancy in any office shall be filled for the unexpired portion of the term by the Board, but in case of a vacancy occurring in an office filled by a committee or superior officer in accordance with this Agreement, such vacancy may be filled by such committee or superior officer.

#### **8. Capital Contribution.**

The Member has contributed to the Company the assets described on Exhibit A attached hereto.

#### **9. Additional Contributions; No Negative Capital Account Makeup.**

The Member is not required to make any additional capital contributions to the Company. The Member shall not have any obligation to restore any negative balance in any capital account maintained for the Member in accordance with applicable law and regulations promulgated under or in connection with the Internal Revenue Codes of 1986, as amended ("IRC"), upon liquidation or dissolution of the Company.

#### **10. Units; Allocation of Profits and Losses; Article 8 of the Uniform Commercial Code.**

##### ***10.1. Units; Allocation of Profits and Losses.***

(a) The membership interests in the Company shall be designated as "Units," and the Company shall issue certificates in the name of the Member or such other holders of the membership interests ("LLC Interest Certificates"). Each such LLC Interest Certificate shall be denominated in terms of the number of Units evidenced by such LLC Interest Certificate and shall be signed by any officer or manager of the Company, the Member or the director of the Member. Each LLC Interest Certificate shall bear, in effect, the following legend: "Each membership interest in the Company represented by this certificate shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995 (and each membership interest in the Company shall be treated as such a "security" for all purposes, including, without limitation perfection of the security interest therein under Article 8 of each applicable Uniform Commercial Code as the Company has "opted-in" to such provisions). This provision shall not be amended, and no such purported amendment to this provision shall be effective until all outstanding certificates have been surrendered for cancellation. The Units of the Member are reflected on Schedule 10.1, as the same may be amended from time to time. The Member may make such rules and regulations as it may deem appropriate concerning the registration of Units.

For the purposes of this Agreement, the term “Units” shall mean a measure of ownership interest in the Company as defined in this Section 10.1(a).

(b) The Company’s profits and losses shall be allocated one hundred percent (100%) to the Member.

### **10.2 Article 8 of the Uniform Commercial Code.**

(a) Security Interest. Notwithstanding any other provision of this Agreement to the contrary, the Member may transfer and/or assign, in whole or in part, its Units to any party. The Company and the Member intend that the Member may make a fully effective and enforceable grant to any other party of a security interest (the “Security Interest”) in all of the Member’s right, title, and interest in the Company, whether derived under the Certificate of Formation of the Company, this Agreement, the Act, or otherwise including, without limitation, the Member’s “limited liability company interest” (as such term is defined in Section 18-101(8) of the Act), the Member’s status as a “member” (as such term is defined in Section 18-101(11) of the Act), and the Member’s right to participate in the management of the business and affairs of the Company (“Member’s Total Rights”), and hereby agree that any provision of this Agreement inconsistent with or frustrating such intent shall be of no force and effect.

(b) Successor Member. Notwithstanding any provision of this Agreement to the contrary, and without the necessity of any further act by any person, upon the enforcement of the Security Interest, whether by judicial enforcement, by disposition (whether public or private), strict foreclosure, or otherwise pursuant to applicable law, (i) the lienholder, successful bidder, or other person who becomes entitled to the Member’s limited liability company interest (a) shall thereupon and thereby succeed to the Member’s Total Rights, (b) shall concurrently and automatically replace the Member as the sole member of the Company, and such replacement sole member of the Company shall be deemed admitted as a “member” of the Company immediately before the Member ceases to be a member, (c) shall have power and authority to remove any and all Managers, for any reason or for no reason, and without necessity of any advance notice, and (d) shall have power and authority unilaterally to amend, restate, or amend and restate this Agreement.

### **11. Distributions; Tax Matters Partner.**

Distributions shall be made one hundred percent (100%) to the Member of the Company at the times and in the aggregate amounts determined by the Member. The Member is hereby designated as the tax matters partner (as defined in the IRC) on behalf of the Company.

### **12. Governing Law.**

This Agreement shall be governed by, and construed under, the internal laws of the State of Delaware, without regard to principles of conflicts of laws, with all rights and remedies being governed by said laws.



### 13. Indemnification.

(c) A Member shall not be liable to the Company for any act or omission based upon errors of judgment or other fault in connection with the business or affairs of the Company, **REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF THE MEMBER OR OTHER PERSON, EXCEPT TO THE EXTENT SUCH MEMBER'S CONDUCT SHALL HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(d) To the fullest extent permitted by law, a Member shall be indemnified, defended and held harmless by the Company from and against any and all losses, claims, damages, settlements and other amounts (collectively, "Losses") arising from any and all claims (including attorneys' fees and expenses, as such fees and expenses are incurred), demands, actions, suits or proceedings (civil, criminal, administrative or investigative), in which the Member may be involved, as a party or otherwise, by reason of the management of the affairs of the Company, whether or not such Member continued to be a Member or involved in management of the affairs of the Company at the time any such liability or expense is paid or incurred, **REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR OTHER FAULT OR RESPONSIBILITY OF THE MEMBER OR OTHER PERSON;** provided that the Member shall not be entitled to the foregoing indemnification if a court of competent jurisdiction shall have determined that such Losses resulted primarily from the gross negligence or willful misconduct of the Member. The termination of a proceeding by judgment, order, settlement or conviction under a plea of nolo contendere, or its equivalent, shall not, of itself, create any presumption that such Losses resulted primarily from the gross negligence or willful misconduct of the Member or that the conduct giving rise to such liability was not in the best interest of the Company. The Company shall also indemnify, defend and hold harmless the Member if the Member is or was a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Member is or was an agent of the Company, or of any affiliate of the Company at the request of the Company, against any Losses incurred by the Member in connection with the defense or settlement of such action, **REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR OTHER FAULT OR RESPONSIBILITY OF THE MEMBER OR OTHER PERSON;** provided that the Member shall not be entitled to the foregoing indemnification if a court of competent jurisdiction shall have determined that any such Losses resulted from the gross negligence or willful misconduct of the Member. The Company may advance the Member any expenses (including, without limitation, attorneys' fees and expenses) incurred as a result of any demand, action, suit or proceeding referred to in this paragraph (b) provided that (i) the legal action relates to the performance of duties or services by the Member on behalf of the Company or any affiliate of the Company at the request of the Company; and (ii) the Member provides a written undertaking to repay to the Company the amounts of such advances in the event that the Member is determined to be not entitled to indemnification hereunder.

(e) A Manager shall not be liable to the Company for any act or omission based upon errors of judgment or other fault in connection with the business or affairs of the Company,

**REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR OTHER FAULT OR RESPONSIBILITY OF THE MANAGER OR OTHER PERSON EXCEPT TO THE EXTENT SUCH MANAGER'S CONDUCT SHALL HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(f) To the fullest extent permitted by law, a Manager shall be indemnified, defended and held harmless by the Company from and against any and all Losses arising from any and all claims (including attorneys' fees and expenses, as such fees and expenses are incurred), demands, actions, suits or proceedings (civil, criminal, administrative or investigative), in which the Manager may be involved, as a party or otherwise, by reason of the management of the affairs of the Company, whether or not such Manager continued to be a Manager or involved in management of the affairs of the Company at the time any such liability or expense is paid or incurred, **REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR OTHER FAULT OR RESPONSIBILITY OF THE MANAGER OR OTHER PERSON**; provided that the Manager shall not be entitled to the foregoing indemnification if a court of competent jurisdiction shall have determined that such Losses resulted primarily from the gross negligence or willful misconduct of the Manager. The termination of a proceeding by judgment, order, settlement or conviction under a plea of nolo contendere, or its equivalent, shall not, of itself, create any presumption that such Losses resulted primarily from the gross negligence or willful misconduct of the Manager or that the conduct giving rise to such liability was not in the best interest of the Company. The Company shall also indemnify, defend and hold harmless the Manager if the Manager is or was a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Manager is or was an agent of the Company, or of any affiliate of the Company at the request of the Company, against any Losses incurred by the Manager in connection with the defense or settlement of such action, **REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR OTHER FAULT OR RESPONSIBILITY OF THE MANAGER OR OTHER PERSON**; provided that the Manager shall not be entitled to the foregoing indemnification if a court of competent jurisdiction shall have determined that any such Losses resulted from the gross negligence or willful misconduct of the Manager. The Company may advance the Manager any expenses (including, without limitation, attorneys' fees and expenses) incurred as a result of any demand, action, suit or proceeding referred to in this paragraph (b) provided that (i) the legal action relates to the performance of duties or services by the Manager on behalf of the Company or any affiliate of the Company at the request of the Company; and (ii) the Manager provides a written undertaking to repay to the Company the amounts of such advances in the event that the Manager is determined to be not entitled to indemnification hereunder.

(g) The indemnification provided pursuant to this Section 13 shall not be deemed to be exclusive of any other rights to which the Member or Managers may be entitled under any agreement, as a matter of law, in equity or otherwise, and shall inure to the benefit of the successors, assigns and administrators of the Member or Managers.

(h) Any indemnification pursuant to this Section 13 shall be payable only from the assets of the Company.

#### **14. Limitation Of Liability:**

No Member shall be personally liable for any debts, liabilities or obligations of the Company, except for (i) such Member's liability to make the capital contributions required in this Agreement, and (ii) the amount of any distributions made to such Member that must be returned to the Company pursuant to the terms hereof or the Act. No Manager, by reason of his or her acting as a Manager of the Company, shall be obligated personally for any debts, obligations or liabilities of the Company.

#### **15. Dissolution.**

##### ***15.1 Events Requiring Dissolution.***

The Company shall be dissolved upon the occurrence of any of the following events:

- (a) any event which would make unlawful under the laws of Delaware or the United States of America the continuing existence of the Company;
- (b) the express written election of the Member; or
- (c) the entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act.

##### ***15.2 Distribution Upon Dissolution.***

Upon dissolution of the Company, the affairs of the Company shall be wound up in accordance with this Section 15.2. The fair market value of the assets of the Company (other than cash) shall be determined by the Board. If the Board is unable to determine the fair market value of the assets, then the fair market value of the assets of the Company (other than cash) shall be determined by an independent appraiser selected by the Board. Any gains or losses (including unrealized gains and losses from property to be distributed in kind) from disposition shall be allocated among the members as provided in Section 10. Thereafter, the assets of the Company shall be distributed in the following manner and order: (i) first, to the claims of all creditors of the Company, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company and (ii) second, to the Members in accordance with the positive balances in the respective capital account maintained for each Member by the Company.

#### **16. Subject to All Laws.**

The provisions of this Agreement shall be subject to all valid and applicable laws, including, without limitation, the Act, as now or hereafter amended, and in the event that any of the provisions of this Agreement are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Agreement shall be deemed modified accordingly, and, as so modified, to continue in full force and effect.

[The balance of this page left blank intentionally]

**IN WITNESS WHEREOF**, the Member has executed this Agreement effective as of the date first above written.

**MEMBER:**

**LBC ACQUISITION CORPORATION, INC.**

By: \_\_\_\_\_

Name: Bruce Moore

Title: Director

By: \_\_\_\_\_

Name: Lawrence Waldron

Title: Director

**EXHIBIT A**

**Capital Contributions; Interest**

<b><u>Member</u></b>	<b><u>Capital Contribution</u></b>	<b><u>Limited Liability Company Interest</u></b>
<b>LBC ACQUISITION CORPORATION, INC.</b> c/o LBC Baton Rouge, LLC 1725 LA-75 Sunshine, LA 70780 Attn: Business President - US Email: lawrence.waldron@gmail.com	US\$100	100%

With a copy to:

LBC Belgium Holding NV  
Schaliënhoevedreef 20E  
B-2800 Mechelen (Belgium)  
Attn: Group General Counsel  
Email: i-delooof@lbctt.com

**SCHEDULE I**  
**INITIAL MANAGERS**

Bruce Moore

Lawrence Waldron

**SCHEDULE 10.1**

<b><u>Name and Address of Member</u></b>	<b><u>Units</u></b>
<b>LBC ACQUISITION CORPORATION, INC.</b> c/o LBC Baton Rouge, LLC 1725 LA-75 Sunshine, LA 70780 Attn: Business President - US Email: lawrence.waldron@gmail.com	<b>100</b>

With a copy to:

LBC Belgium Holding NV  
Schaliënhoeverdreef 20E  
B-2800 Mechelen (Belgium)  
Attn: Group General Counsel  
Email: i-delooof@lbctt.com



**Texas Commission on Environmental Quality  
TELEPHONE MEMO TO THE FILE**

Call to: Ms. Yvonne Baker	Call from: Jenna Rollins
Date: 12/14/2021	Project No: LBC Houston WRPERM 13815
<i>Information for File follows:</i>  A phone call was made to Ms. Baker to discuss submittal of an updated portion to the original RFI response submitted on 12/13/21.  The phone call was made at 2:04 p.m. and ended at 2:05 p.m.	
Signed <i>Jenna L. Rollins</i>	Date: 12/14/21

## Jenna Rollins

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**From:** Yvonne Baker [REDACTED]  
**Sent:** Monday, December 13, 2021 4:26 PM  
**To:** Jenna Rollins  
**Subject:** RE: [E] LBC Houston, L.P. WRPERM 13815  
**Attachments:** 121-029-003DK RFI Response.pdf

Hi Jenna,

Attached is the response to the RFI. Please let me know if you need any other information.

Thank you,

**Yvonne W. Baker**  
**Water Quality Director**

[REDACTED]  
Main: 225-766-7400 ext. 608

Cell: 225-715-4592

Fax: 225-766-7440

[www.providenceeng.com](http://www.providenceeng.com)

1201 Main Street, Baton Rouge, LA 70802

*Feedback drives our success. Please let us know how we're doing by completing our [2021 Performance Survey](#).*



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December 13, 2021

Texas Commission of Environmental Quality  
Water Availability Division, MD-160  
P.O. Box 13087  
Austin, Texas 78711-3087  
Attn: Jenna Rollins, Project Manager  
**Email:** Jenna.Rollins@tceq.texas.gov

Re: Response to Request for Information (RFI)  
LBC Houston, L.P.  
CN601179849, RN111356374  
Application No. 13815, Water Use Permit

Dear Ms. Rollins:

On behalf of LBC Houston, L.P., Providence Engineering and Environmental Group LLC (Providence) is hereby submitting a response to the Request for Information (RFI) received on November 12, 2021, in regard to additional information and fees required for Water Use Permit Application No. 13815 originally submitted on October 18, 2021. Below are responses to the Water Rights Permitting Team's findings:

**Finding No. 1:** 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). Refer to pages 28-29 from the *Instructions for Completing the Water Right Permitting Application* (Form TCEQ-10214A-inst) for instructions in developing your response.

**Response:** LBC Houston, L.P. (LBC) affirms that appropriate measures will be taken to avoid impingement and entrainment of aquatic organisms. LBC avoids impingement and entrainment of aquatic organisms by using screens on the intake pumps. The use of screens effectively minimizes impingement and entrainment of aquatic organisms.

**Finding No. 2:** Provide additional information concerning the submitted water conservation plan for industrial use to comply with Title 30 Texas Administrative Code (TAC) § 288.3.

**Response:** The water conservation plan has been updated to confirm that the device and/or method used to measure and account for the amount of water diverted from the source of supply is within an accuracy of plus or minus 5.0% (See **Attachment 1**).

**Finding No. 3:** 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 water development including, but not limited to, waste prevention, recycling and reuse, and water transfer and marketing, regionalization, and optimum water management practices and procedures.

**Response:** The water conservation plan (**Attachment 1**) has been updated to include information which supports the LBC's proposed use of water with consideration of the water conservation goals of the water conservation plan; evaluates conservation as an alternative to the proposed appropriation; and evaluates any other feasible alternative to water development including, but not limited, waste prevention, recycling and reuse, and water transfer and marketing, regionalization, and optimum water management practices and procedures.

**Finding No. 4:** Provide a completed Worksheet 3.0 *Diversion Point Information Sheet* for each requested diversion point. Staff notes Worksheet 3.0 is required for each requested diversion point.

**Response:** Included in **Attachment 2** is a completed Worksheet 3.0 *Diversion Point Information Sheet* for each diversion point. A worksheet is attached for Diversion Points 1 and 2.

**Finding No. 5:** Provide a USGS 7.5-minute topographic map (or equivalent) with the location of all diversion points clearly marked.

**Response:** An updated USGS 7.5-minute topographic map with the location of Diversion Points 1 and 2 is included in **Attachment 3**.

**Finding No.6:** Provide recorded copies of legal documents establishing ownership of the proposed diversion points, or a copy of a duly acknowledged written easement, consent, or license from the landowner(s) whose land is associated with the proposed diversion points, pursuant to Title 30 TAC § 295.10.

**Response:** A recorded copy of the deed establishing ownership of the proposed diversion points is included in **Attachment 4**.

**Finding No. 7:** Provide documentation evidencing that Jeremy Alberty has the authority to sign for LBC Houston, L.P. pursuant to Title 30 TAC § 295.14.


**Response:** Documentation evidencing signatory authority for Jeremy Alberty is included in **Attachment 5**.

**Finding No. 8:** Permit fees in the amount of \$ 502.28 as described below. Please make check payable to the TCEQ or Texas Commission of Environmental Quality.

**Response:** A copy of check number 20433 in the amount of \$502.28 is included in **Attachment 6**. The check has been sent to TCEQ, Financial Administration Division.

If you have any questions, or need any additional information, please contact Yvonne Baker at (225) 766-7400 or [REDACTED]

Sincerely,



Yvonne W. Baker  
Water Quality Director  
Providence Engineering and Environmental Group LLC

**ATTACHMENT 1**  
**WATER CONSERVATION PLAN**



# 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: LBC Houston, L.P.

Address: 11666 Port Road

Telephone Number: (281)291-3401 Fax: (832)284-4373

Form Completed By: Jeremy Alberty

Title: Operations Director, North America

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

**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):

*169 acre-feet*

2. Maximum diversion rate (cfs):

*10.5 cfs*

##### 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	<i>None</i>	<i>168</i>	<i>169</i>
Groundwater			
Purchased			
<b>Total</b>	<i>None</i>	<i>168</i>	<i>169</i>

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

Master meter ; Customer meter ; Estimated  Other

3. Was purchased water raw or treated?

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

*C. Industrial Information*

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

*LBC is a bulk liquid storage terminal engaged in the storage and handling of miscellaneous liquid products. LBC stores various fuels, oil, and chemicals.*

2. North American Industry Classification System (NAICS):

*49319*

**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	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Processing, washing, transport	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Boiler feed	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Incorporated into product	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>

Other	<u>0</u>	<u>100</u>	<u>0</u>	<u>0</u>	<u>169</u>
-------	----------	------------	----------	----------	------------

<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)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Pond(s)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Once through	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Sanitary & drinking water	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Irrigation & dust control	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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.

*Water will be used in the industrial process for hydrostatic testing of above ground storage tanks. Hydrostatic testing is conducted on aboveground storage tanks to add pressure to the tanks in order to test for leaks and strength.*

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

*None.*

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	<u>0.6987</u>	<u>99.99</u>	<u>0</u>
February	<u>0.0735</u>	<u>99.99</u>	<u>0</u>
March	<u>1.4987</u>	<u>99.99</u>	<u>0</u>
April	<u>0.5338</u>	<u>99.99</u>	<u>0</u>
May	<u>0.8365</u>	<u>99.99</u>	<u>0</u>



June	<u>2.2911</u>	<u>99.99</u>	<u>0</u>
July	<u>0.7727</u>	<u>99.99</u>	<u>0</u>
August	<u>2.8223</u>	<u>99.99</u>	<u>0</u>
September	<u>0.1335</u>	<u>99.99</u>	<u>0</u>
October	<u>1.5444</u>	<u>99.99</u>	<u>0</u>
November	<u>1.7667</u>	<u>99.99</u>	<u>0</u>
December	<u>0.5809</u>	<u>99.99</u>	<u>0</u>
<b>Totals</b>	<u>13.5535</u>	<u>99.99</u>	<u>0</u>

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	<u>0.7686</u>	<u>99.99</u>	<u>0</u>
February	<u>0.0808</u>	<u>99.99</u>	<u>0</u>
March	<u>1.6486</u>	<u>99.99</u>	<u>0</u>
April	<u>0.5872</u>	<u>99.99</u>	<u>0</u>
May	<u>0.9202</u>	<u>99.99</u>	<u>0</u>
June	<u>2.5202</u>	<u>99.99</u>	<u>0</u>
July	<u>0.8500</u>	<u>99.99</u>	<u>0</u>
August	<u>3.1045</u>	<u>99.99</u>	<u>0</u>
September	<u>0.1469</u>	<u>99.99</u>	<u>0</u>
October	<u>1.6989</u>	<u>99.99</u>	<u>0</u>
November	<u>1.9434</u>	<u>99.99</u>	<u>0</u>
December	<u>0.6390</u>	<u>99.99</u>	<u>0</u>
<b>Totals</b>	<u>14.9088</u>	<u>99.99</u>	<u>0</u>

*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):

*99.99 % returned water*

*99.99 % 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.

*Water is used to conduct hydrostatic testing of above ground storage tanks. Hydrostatic testing is performed on different tanks each year; therefore, the amount of water used and subsequently returned will vary from year to year. The quantified target is 99.99% of water to be returned. The estimated loss is 0.01% due to evaporation.*

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

a. 5-year goal: *99.99% of water returned*

b. 10-year goal: *99.99% of water returned*

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%.

*Water is pumped into above ground storage tanks via pump and hose. The amount of water diverted from the supply source is measured via tank gauging or strapping charts. The amount of water diverted from the supply source is within an accuracy of plus or minus 5.0%.*

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

*Water is used to conduct hydrostatic testing of above ground storage tanks to detect any leaks after a tank cleaning project, repairs, or inspection is conducted. In the event of a leak during a hydrostatic testing event, the water would drain via a TPDES permitted outfall.*

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

*Not applicable.*

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:

*Water conservation practices appropriate for achieving the stated goal of the water conservation plan is to inspect pumps and hoses prior to commencement of the hydrostatic testing event to ensure equipment is working properly and leaks are avoided.*

### **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.

*As detailed above, LBC returns 99.99% of water withdrawn from the Bayport Turning Basin. While LBC does withdraw water from the basin for the hydrostatic tests and is requesting approval for the appropriation of this water, LBC is ultimately recycling the water which supports the goals of this conservation plan. Because LBC does not continuously withdraw water from the basin, the overall water level in the basin will not be reduced, and LBC contends that additional reuse or recycling of the water is not warranted.*

*Other waters used at the LBC Houston Terminal are for drinking water, domestic uses, and utility waters. Sanitary wastewater and some utility wastewaters are collected and disposed of offsite. In addition, rainwater falling on the site is discharged via the storm water drainage system to the basin.*

*LBC has evaluated alternatives to the requested water appropriation, including recycling storm water; however, LBC would have to purchase property to construct a large storm water detention/retention pond as it is not feasible to construct a storm water detention/retention pond at the LBC Houston Terminal's current property. Therefore, LBC contends that the appropriation of water from the basin and subsequently recycling the water to the basin supports the goals of the conservation plan. LBC does not believe there are any other feasible alternatives to the water appropriation that effectively support the goals of this conservation plan.*

**ATTACHMENT 2**

**WORKSHEET 3.0 DIVERSION POINT INFORMATION SHEETS**

## WORKSHEET 3.0 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** 8.413 cfs (cubic feet per second)  
or N/A 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* N/A cfs or N/A gpm

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

*\*\* 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
X	Directly from stream	Existing
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	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 N/A 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): Bayport Turning Basin
- b. Zip Code: 77586
- c. Location of point: In the William P. Harris League unrecorded subdivision in the Original Survey No. 505-00-0914 Abstract No. 30, 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 29.613486 °N, Longitude 95.024558 °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): Google Earth Pro
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38.
- 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 3.0 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** 10.477 cfs (cubic feet per second)  
or N/A 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* N/A cfs or N/A gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N 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
X	Directly from stream	Existing
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	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 N/A 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): Bayport Turning Basin
- b. Zip Code: 77586
- c. Location of point: In the unrecorded subdivision in the William P. Harris League Original Survey No. 505-00-0914, Abstract No. 30, Harris County, Texas.

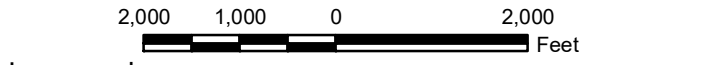
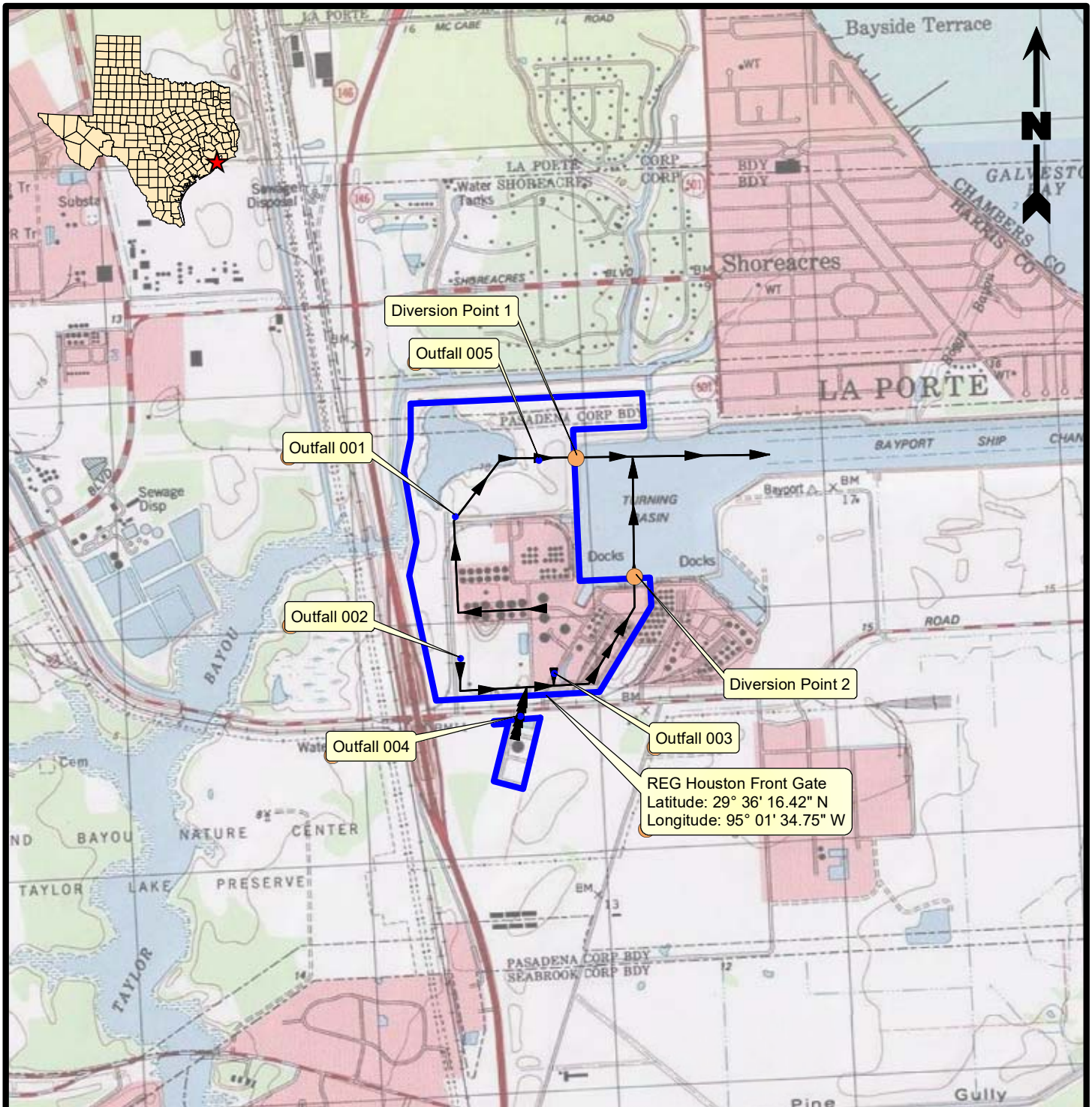
***A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.***

***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 29.608880 °N, Longitude 95.022161 °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): Google Earth Pro
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38.
- 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.



**ATTACHMENT 3**  
**SITE LOCATION MAP**



**Legend**

- Property Boundary
- Discharge Route

**Reference**

Base map comprised of United States Geological Survey (USGS) 7.5-minute topographic map, "League City, TX".

**Site Location Map**

**Water Rights Permitting Application**  
Seabrook, Harris County, Texas

**LBC Houston, L.P.**  
Baypoint Marine Terminal



Drawn By	CMM	08/31/21
Checked By	HEO	08/31/21
Approved By	YWB	08/31/21
Project Number		<b>1</b> Figure
121-029		
Drawing Number		
121-029-A001		

**ATTACHMENT 4**  
**OWNERSHIP INFORMATION**

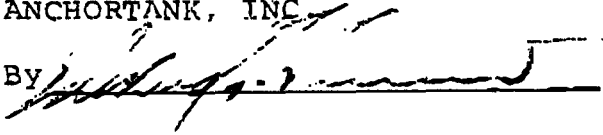
GENERAL WARRANTY DEED

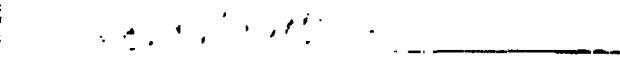
THE STATE OF TEXAS    )  
                          : ss.:     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS     )

THAT, ANCHORTANK, INC., a Texas corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by PETROUNITED, INC., a Delaware corporation ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the said Grantee all that certain tract or parcel of land situated in Harris County, Texas, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof, together with all improvements thereon, subject only to such easements, encumbrances, claims and restrictions set forth on such Exhibit "A".

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as aforesaid.

WITNESS THE EXECUTION HEREOF this 31st day of January , 1979.

ANCHORTANK, INC.  
BY 

ATTEST:  


THE STATE OF TEXAS    )  
                                   : ss.:  
 COUNTY OF HARRIS     )

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD F. FREUND, Vice President-Finance of Anchortank, Inc., a Texas corporation, 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 31st day of January, 1979.

*Jennie L. Pinson*  
 Name: \_\_\_\_\_

Notary Public in and for Harris County, TEXAS

My Commission Expires:

JENNIE L. PINSON  
 Notary Public in and for Harris County, Texas  
 My Commission Expires Jan - 2 - 1979

## METES AND BOUND DESCRIPTION

76.243 ACRES

WILLIAM P. HARRIS LEAGUE, A-30

HARRIS COUNTY, TEXAS

Being a tract or parcel containing 76.243 acres of land in the William P. Harris League, A-30, Harris County, Texas and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

BEGINNING at the southwest corner of that certain 50.000 acre tract of land conveyed to Celanese Corporation as recorded under File D-76389i, Film Code 154-36-2296, Official Public Records of Real Property, Harris County, Texas, said point also being on the north line of a 100.0 foot wide pipe line right-of-way and on the south line of a 100.0 foot wide drainage easement called Ditch "E";

THENCE with the west line of said 50.00 acre tract, N 03° 05' 18" W, at 464.0 feet passing a fence corner and continuing N 03° 05' 18" W along a fence at 1540.12 feet passing a fence corner 0.42 feet west and continuing in all for a total distance of 1540.28 feet to a copper weld for corner, the northwest corner of said 50.000 acre tract;

THENCE with the north line of said 50.000 acre tract, N 86° 54' 42" E for a distance of 760.99 feet to a point for corner;

THENCE leaving said north line, N 03° 05' 18" W for a distance of 950.08 feet to a point for corner in the center of a ditch, said point being in the centerline of a proposed 100.0 foot wide drainage easement called Ditch "L";

THENCE with the centerline of said proposed Ditch "L", S 86° 54' 42" W for a distance of 1804.21 feet to a copper weld for corner on the west line of said Ditch "L", and on the east line of a proposed 100.0 foot wide road;

THENCE with the east line of the said proposed 100.0 foot wide road and the west line of proposed Ditch "L", 70.0 feet wide, S 03° 05' 18" E for a distance of 2490.59 feet to a  $\frac{1}{2}$ " iron rod for corner on the north line of the aforesaid 100.0 foot wide pipe line easement and on the south line of a proposed 100.0 foot wide drainage easement called Ditch "E", said point being N 86° 54' 05" E, a distance of 425.09 feet from the intersection of the north line of the said 100.0 foot wide pipe line easement and the easterly line of Relocated State Highway 146;

THENCE with the north line of the said 100.0 foot wide pipe line easement and the south line of the said 100.0 foot wide proposed drainage easement called Ditch "E", N 86° 54' 05" E (previously called N 36° 53' 41" E) for a distance of 1043.22 feet to the POINT OF BEGINNING and containing 76.243 acres of land

Compiled by:

PREJEAN & COMPANY, INC.  
surveying/mapping

June 28, 1978

## EXHIBIT "A" (continued)

## Subject to:

1. Liens for real property taxes and assessments not yet due and payable.
2. Minor discrepancies in area and boundaries.
3. Zoning ordinances.

4. RESTRICTIONS:

Environmental standards Bayport Industrial standards as evidenced by instrument recorded in volume 5770, page 341 (file No. C013997); volume 5920, page 165 (file No. C086907) volume 8470, page 238 (file No. D350136 amends 5920/165), deed records of Harris County, Texas and in deed dated October 4, 1974 from Friendswood Development Company to Steuber Company filed for record on October 4, 1974 in the County Clerk's office of Harris County, Texas, under County Clerk's file No. E273731 and recorded under Film Code No. 110-20-0891 of the Official Public Records of Harris County, Texas.

5. EASEMENTS: (A) Easements and Right-of-Way for Drainage purposes as follows:

1. The northern fifty (50) feet of subject tract (Ditch L); and
2. The west seventy (70) feet of subject tract (Ditch L); and
3. The south one hundred (100) feet of subject tract (Ditch E) reserved by Friendswood Development Company, its successors and assigns in deed dated October 4, 1974 from Friendswood Development Co. to Steuber Company filed for record on October 4, 1974 in the County Clerk's office of Harris County, Texas, under County Clerk's file No. E273731 and recorded under Film Code No. 110-20-0891 of the Official Public Records of Real Property of Harris County, Texas.

- (B) An easement for public utilities ten feet wide along the lower east line of subject tract and an unobstructed aerial easement five feet wide from a plane twenty feet above the ground upward lying adjacent to aforesaid ten foot easement as evidenced by instrument dated July 16, 1975 from Steuber Company to Houston Lighting and Power Company filed for record in the Office of the County Clerk of Harris County,

Texas under County Clerk's file No. 5533824, and recorded under Film Code No. 126-15-1566 of the Official Public Records of Real Property of Harris County, Texas.

6. All of the oil, gas and other minerals reserved by Humble Oil a refining company, grantor in deed dated December 15, 1964 to Harris County Houston Ship Channel Navigation District recorded in volume 5770, page 341 (File No. C013897) Deed Records of Harris County, Texas; the grantor therein waiving for itself, its successors and assigns its right and agrees not to use surface of subject tract for prospecting, drilling, mining or producing oil, gas or other minerals from said tract. (This reservation covers, among other land, subject tract).



**CHARTER TITLE COMPANY**

**R654136**

**SPECIAL WARRANTY DEED**

**505-00-0911**

11/03/95 200076208 R 654136

\$21.00

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**KNOW ALL MEN BY THESE PRESENTS: THAT**

THE PORT OF HOUSTON AUTHORITY, a governmental agency and body politic of the State of Texas (hereinafter called "Grantor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid to Grantor by PETROUNITED TERMINALS, INC., a Delaware corporation (hereinafter called "Grantee"), the receipt and sufficiency of which are acknowledged by Grantor, has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY**, subject to the reservations and exceptions hereinafter made and the terms and provisions hereof, unto the said Grantee, that certain tract or parcel of land (the "Subject Property"), and all privileges and appurtenances pertaining thereto, situated in Harris County, Texas, described as follows:

111.272 acres of land, located in the William P. Harris League, Abstract No. 30, Harris County, Texas, and being more fully described as set forth on Exhibit "A" attached hereto and made a part hereof for all purposes;

together with all improvements and fixtures owned by Grantor situated on the Subject Property and all of the right, title and interest of Grantor in and to the lands situated within the right-of-way of all roads, streets and alleys within or adjacent to the Subject Property.

This conveyance is made by Grantor and accepted by Grantee as being subject to the reservations, exceptions and encumbrances set forth on Exhibit "B" attached hereto and made a part hereof for all purposes.

Grantee is the owner of that certain real property (the "Adjacent Tract") located adjacent to the Subject Property conveyed herein, as described in deed dated January 31, 1979, from Anchorank, Inc., filed for record under Clerk's File No. F953646 and recorded under Film Code No. 119-86-0509, Official Public Records of Real Property of Harris County, Texas. The Adjacent Tract is subject to the restrictive covenants (the "PetroUnited Restrictions") set forth in or otherwise referred to in numbered paragraphs (3), (4) and (5) of that certain deed dated October 4, 1974, filed for record under Clerk's File No. E273731 and recorded under Film Code No. 110-20-0891, Official Public Records of Harris County, Texas, to the extent same are valid, lawful and enforceable. The conveyance of the Subject Property herein is hereby made and accepted subject to the PetroUnited Restrictions, as and to the extent same are valid, lawful and enforceable, and the PetroUnited Restrictions are hereby expressly made applicable to the Subject Property, as and to the extent that such PetroUnited Restrictions are valid, lawful and enforceable; provided, however, that the pro-rata share of channel and turning basin maintenance costs relating to the Subject Property conveyed herein

505-00-0912

shall in no case be in excess of (900 divided by 17,400) x (those costs). Subject to the foregoing, the PetroUnited Restrictions, as modified hereby with regards to the applicability thereof to the Subject Property, shall constitute covenants running with the land.

GRANTOR CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND WITH ALL FAULTS AND, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES GIVEN BY GRANTOR TO GRANTEE IN THE EXCHANGE AGREEMENT RELATING TO THE CONVEYANCE OF THE PROPERTY PURSUANT TO THIS DEED, GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROPERTY OR THE CONDITION (INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION), ADEQUACY OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S PURPOSES, OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever, subject, however, to the reservations and exceptions contained herein and the provisions hereinabove set out; and subject thereto, Grantor does hereby bind itself, its successors and assigns, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED effective as of the 31 day of October, 1995.

THE PORT OF HOUSTON AUTHORITY

*BC*

By: *[Signature]*  
Title: MANAGING DIRECTOR

GRANTEE'S ADDRESS:

PETROUNITED TERMINALS, INC.  
333 Clay Street, Suite 4300  
Houston, Texas 77002





EXHIBIT A

Page 1 of 2

LANDTECH CONSULTANTS, INC.  
Civil Engineering • Land Surveying

505-00-0914

FIELD NOTES FOR 111.272 ACRES OF LAND OUT OF BAYPORT SECTION 2, AN UNRECORDED SUBDIVISION IN THE WILLIAM P. HARRIS LEAGUE, ABSTRACT NO. 30, HARRIS COUNTY, TEXAS, SAID 111.272 ACRES OF LAND BEING OUT OF A CERTAIN 720.361 ACRE TRACT DESCRIBED IN DEED TO HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT RECORDED IN VOLUME 5770, PAGE 341, HARRIS COUNTY DEED RECORDS: (Bearings are oriented to the monumented north line of said tract holding the call plat bearing of N 86 deg. 46 min. 30 sec. E per the unrecorded plat of Bayport Section 2 dated November 20, 1967, marked "File No. STF-3942".)

COMMENCING at a 1 inch disk with punch mark in concrete and stamped "2239", found at the intersection of the east line of State Highway 146 (width varies) with the south line of Port Road (call 150 feet wide per Harris County Clerk's File No. E224117);

THENCE N 10 deg. 07 min. 51 sec. W, along the east line of State Highway 146, 151.29 feet (call N 10 deg. 08 min. 15 sec. W) to a point in the north line of Port Road and the south line of a called 50 foot wide unrecorded railroad easement per the plat of Bayport Section 2;

THENCE N 86 deg. 53 min. 41 sec. E, along the north line of Port Road and the south line of said 50 foot wide unrecorded railroad easement, 100.76 feet to a 3/8 inch iron rod with cap set for the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 10 deg. 07 min. 51 sec. W (call N 10 deg. 08 min. 15 sec. W), at 151.13 feet pass a 3/8 inch iron rod with cap set in the north line of a certain 100 foot wide Humble Oil and Refining Company pipeline easement commonly known as "Corridor 70" and described as "Easement No. 2" in deed recorded under Harris County Clerk's File No. K732486, for the southeast corner of a certain 100 foot wide Humble Oil and Refining Company pipeline easement commonly known as "Corridor 550" and described as "Easement No. 6" in same deed, said point being the southwest corner of the aforementioned 720.361 acre tract, and continuing along the east line of said Corridor 550 and the west line of said 720.361 acre tract, in all 1899.66 feet to a set 3/8 inch iron rod with cap;

THENCE continuing along the east line of Corridor 550 and the west line of said 720.361 acre tract, the following courses and distances:

N 11 deg. 40 min. 11 sec. E, 538.53 feet (call N 11 deg. 39 min. 50 sec. E, 538.55 feet) to a set 3/8 inch iron rod with cap;

N 10 deg. 07 min. 51 sec. W (call N 10 deg. 08 min. 15 sec. W), 982.76 feet to a found 5/8 inch iron rod, from which a found Exxon Pipeline Company Right-of-Way sign bears 0.4 foot south and 0.4 foot east;

N 09 deg. 27 min. 38 sec. E, 427.37 feet (call N 09 deg. 25 min. 22 sec. E, 427.42 feet) to a found 5/8 inch iron rod;

N 03 deg. 20 min. 04 sec. W, 208.68 feet (call N 03 deg. 16 min. 20 sec. W, 208.39 feet) to a found 5/8 inch iron rod;

N 01 deg. 45 min. 59 sec. E, 268.74 feet (call N 01 deg. 51 min. 45 sec. E, 269.21 feet) to a 3/8 inch iron rod with cap set in the south line of a certain 150 foot wide Humble Oil and Refining Company pipeline easement commonly known as "Corridor 60" and described as "Easement No. 1" in deed recorded under Clerk's File No. D732486, for the northwest corner of said 720.361 acre tract and the herein described tract, from which a found 5/8 inch iron rod bears N 80 deg. E, 3.55 feet;

THENCE N 86 deg. 46 min. 30 sec. E, along the south line of said Corridor 60 and the north line of said 720.361 acre tract, 2211.65 feet to a 3/8 inch iron rod with cap set for the northeast corner of the herein described tract;

-- page 1 of 2 pages --



LANDTECH CONSULTANTS, INC.  
Civil Engineering • Land Surveying

EXHIBIT A

Page 2 of 2

505-00-0915

THENCE S 03 deg. 05 min. 18 sec. E, at 689.57 feet pass a 3/8 inch iron rod with cap set for reference at the northwest corner of a tract designated "Turning Basin" on said unrecorded map of Bayport Section 2, in all 1639.57 feet to a point for the most easterly southeast corner of the herein described tract, said point being the northeast corner of a certain call 76.243 acre tract of land described in deed to Petrounited, Inc., recorded under Clerk's File No. F953646;

THENCE S 86 deg. 54 min. 42 sec. W, along the north line of said 76.243 acre tract, at 313.1 feet pass the beginning of a chain link fence which bears 33.5 feet North, in all 1804.21 feet to a found 1/2 inch iron rod (bent) with cap stamped "#2882" for the northwest corner of said 76.243 acre tract and re-entrant corner of the herein described tract;

THENCE S 03 deg. 05 min. 55 sec. E (call S 03 deg. 05 min. 18 sec. E), along the west line of said 76.243 acre tract, at 2490.66 feet pass a 1/2 inch iron rod found in the north line of the aforementioned "Corridor 70", in all 2640.66 feet to a 3/8 inch iron rod found in the north line of said Port Road and the south line of the aforementioned 50 foot wide unrecorded railroad easement for the most southerly southeast corner of the herein described tract;

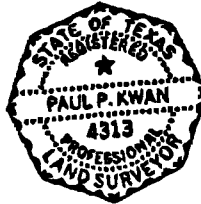
THENCE S 86 deg. 53 min. 41 sec. W, along the north line of Port Road and the south line of said railroad easement, 306.40 feet to the POINT OF BEGINNING and containing 111.272 acres of land.

January 31, 1995

Revised October 23, 1995

Landtech Consultants, Inc.

Paul P. Kwan  
Registered Professional Land Surveyor  
No. 4313



24FN9503.01

Dwg. No. 95-003-D-898A

Project No. 950005.00

-- page 2 of 2 pages --

**EXHIBIT B**  
**TO WARRANTY DEED**

505-00-0916

**PERMITTED ENCUMBRANCES**

1. Pipeline right-of-way easement 100 feet wide located 50 feet north of the most southerly property line, known as "Pipeline Corridor 70," as reserved by Humble Oil & Refining Company in Deed to Harris County Houston Ship Channel Navigation District, dated effective July 1, 1964, recorded in Volume 5770, Page 341 of the Deed Records of Harris County, Texas, as amended by instrument dated November 1, 1972, filed under County Clerk's File No. D 732486 of the Official Public Records of Real Property of Harris County, Texas.
2. Railroad easement running northward from the most southerly portion of the west property line across the most southerly east portion of the subject property, granted to Southern Pacific Transportation Company by instrument dated September 30, 1975 filed under County Clerk's File No. E 588414 of the Official Public Records of Real Property of Harris County, Texas, and as shown on survey dated January 31, 1995 by Paul P. Kwan, Registered Professional Surveyor No. 4313.
3. Pipeline right of way easement 100 feet wide located north of and adjoining the Humble Oil & Refining Company "Pipeline Corridor 70," as granted to Friendswood Development Company by instrument dated May 10, 1979 filed under County Clerk's File No. G 121514 of the Official Public Records of Real Property of Harris County, Texas.
4. Designation of Location of Pipeline and Other Rights in the Bayport Industrial District, executed by Exxon Corporation, dated January 3, 1995, filed under County Clerk's File No. R 307202 of the Official Public Records of Real Property of Harris County, Texas.
5. A 1/32nd non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument dated May 10, 1937, recorded in Volume 1041, Page 138 of the Deed Records of Harris County, Texas. Waiver of surface rights contained therein.
6. 1/2 of all oil, gas, and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument dated December 2, 1938, recorded in Volume 1099, Page 724 of the Deed Records of Harris County, Texas. Said reservation is for a period of 25 years and as long thereafter as minerals are produced.
7. A 3/64ths non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument dated March 1, 1961, recorded in Volume 4294, Page 389, Volume 4294, Page 395, Volume 4294, Page 400, Volume 4294, Page 405,

505-00-0917

Volume 4294, Page 411 and dated March 7, 1961, recorded in Volume 4299, Page 538, all of the Deed Records of Harris County, Texas.

- 8. Mineral Lease dated June 24, 1952, executed by Gabriel J. Lee, Lessor, to Charles Dillingham, Trustee, Lessee, recorded in Volume 708, Page 712 of the Contract Records of Harris County, Texas.
- 9. Mineral Lease dated August 25, 1952, executed by Mrs. W. W. Ralston, Lessor, to Charles Dillingham, Trustee, Lessee, recorded in Volume 707, Page 674 of the Contract Records of Harris County, Texas.
- 10. All oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument dated July 1, 1964 recorded in Volume 5770, Page 341 of the Deed Records of Harris County, Texas. Waiver of surface rights contained therein.
- 11. Nineteen-foot wide CFWA water line easement located entirely within Exxon Pipeline Corridor "70", as described in instrument recorded under Clerk's File No. F951150, Real Property Records, Harris County, Texas.

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 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

NOV 3 1995

0262977.02  
109527/1846



*Beverly P. Kaufman*  
 COUNTY CLERK  
 HARRIS COUNTY TEXAS

*Beverly P. Kaufman*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

95 NOV -3 PM 1:33

FILED

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY CARBON COPY PHOTO COPY, DISCOLORED PAPER, ETC.

V510344

00-6156 PB

HOLD FOR LAWYERS TITLE COMPANY

SPECIAL WARRANTY DEED

12/31/01 300673376 V510344

\$21.00

Handwritten initials: H, M

THE STATE OF TEXAS §  
  §  
COUNTY HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, CELANESE LTD., a Texas limited partnership, (herein referred to as "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid to Grantor by LBC PETROUNITED, L.P., a Delaware limited partnership (herein referred to as "Grantee"), whose mailing address is 11666 Port Road, Seabrook, Texas 77586, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents docs GRANT, SELL and CONVEY unto Grantee that certain tract or tracts of real property located in the county referenced above, as more particularly described on EXHIBIT A attached hereto, incorporated herein and made a part hereof for all purposes, together with (a) all buildings and other improvements owned by Grantor affixed thereto and (b) all and singular any rights and appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way and any and all strips, gores or similar pieces of property adjacent or contiguous to said real property (said real Property together with any and all of such related improvements, rights and appurtenances being herein collectively referred to as the "Property").

Handwritten initials: we

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and Grantee's 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; provided that this conveyance and the warranty of Grantor herein contained are subject to the matters set forth on EXHIBIT B attached hereto, incorporated herein and made a part hereof for all purposes.

All ad valorem taxes and assessments for the Property for the year in which this deed is executed have been prorated by the parties hereto as of the effective date of this deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for such year are available.

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FILED

2001 DEC 31 PM 3:03

Handwritten signature: [Signature]  
COUNTY CLERK  
HARRIS COUNTY TEXAS



EXECUTED on the date of the acknowledgment hereinbelow, to be effective for all purposes as of the 27th day of December, 2001.

GRANTOR:

CELANESE LTD., a Texas limited partnership

*JM*

By: Cclanese International Corporation,  
a Delaware corporation,  
its general partner



By: *[Signature]*  
Name: D.M. Madden  
Title: Vice President

THE STATE OF TEXAS §  
  §  
COUNTY OF Dallas §

Before me the undersigned authority, on this day personally appeared D.M. Madden, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 27th day of December, 2001.



*Janet Robertson*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Janet Robertson  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:  
7-28-05

Return after recording to:  
LBC PetroUnited, L.P.  
11666 Post Road  
Seabrook, Texas 77586

**EXHIBIT "A"****TRACT I**

FIELD NOTES FOR 49.990 ACRES OR 21,177 SQUARE FEET OF LAND SITUATED IN THE WILLIAM P. HARRIS SURVEY, ABSTRACT NO. 30, HARRIS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 50.00 ACRE TRACT TO CELANESE CORPORATION, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. (H.C.C.F) D763891, OUT OF BAYPORT SECTION TWO (UNRECORDED) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (Bearings referenced to the Texas Co-ordinate System, South Central Zone, North American Datum 1983, 1993 adjustment Holding N.G.S. Tristations "Gulfport AZMK", "HGCS51", "LAPORT", and "HGCS50").

BEGINNING at a 5/8 inch iron rod found in the south line of Port Authority 100 foot drainage R.O.W. Ditch "D" recorded in Volume 5770, Page 341 Harris County Deed Records and H.C.C.F. NO. D763891, being the southeast corner of a called 76.243 acre tract of land described in deed to Petrounited, Inc. recorded under H.C.C.F. No. F953646 and the southwest corner of the herein described;

THENCE North 03 deg. 05 min. 47 sec. West, along the east line of said 76.243 acre tract, a distance of 1540.09 (call 1540.28) feet to 3/8 inch iron rod with cap stamped "Landtech" set for an interior corner of said 76.243 acre tract and the northwest corner of the herein described tract;

THENCE North 86 deg. 54 min. 13 sec. East, passing at 760.60 feet the east line of said 76.243 acre tract, and the west line of Bayport Ship Channel Turning Basin as shown on Bayport Sec. Two (Unrecorded) in all a distance of 1710.83 (call 1710.95) feet to point inside a ditch for corner being the northeast corner of the herein described tract and the northwest corner of a called 72.995 acre tract recorded under H.C.C.F. No. H157834;


THENCE South 03 deg. 05 min. 47 sec. East, along the west line of said 72.995 acre tract 400.39 (call 400.00) feet to a point inside a ditch for corner of the herein described tract;

THENCE South 32 deg. 02 min. 39 sec. West, along the west line of said 72.995 acre tract 1393.39 (call 1393.72) feet to a 3/8 inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

THENCE South 86 deg. 53 min. 13 sec. West, along the south line of said Port Authority 100 foot drainage R.O.W. Ditch "D" 908.80 feet to the POINT OF BEGINNING.

May 22, 2000  
Revised June 21, 2000

Landtech Consultants, Inc.



Paul P Kwan  
Registered Professional Land Surveyor  
No. 4313



TRACT II

FIELD NOTES FOR 13.680 ACRES OR 595,887 SQUARE FEET OF LAND SITUATED IN THE WILLIAM P. HARRIS SURVEY, ABSTRACT NO. 30, HARRIS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 50.00 ACRE TRACT TO CELANESE CORPORATION, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. (H.C.C.F) E264944, OUT OF BAYPORT SECTION TWO (UNRECORDED) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (Bearings referenced to the Texas Co-ordinate System, South Central Zone, North American Datum 1983, 1993 adjustment Holding N.G.S. Tristations "Gulfport AZMK", "HGCS51", "LAPORT", and "HGCS50").

BEGINNING at a point in the south line of Port Road (call 150' R.O.W. per H.C.C.F. NO. E246199 and C728216) being the northwest corner of a called 6.300 acre tract described in deed recorded under H.C.C.F. No. M897428 and the northeast corner of said 50.00 acre tract and the herein described tract from which a found 5/8 inch iron rod bears North 0.14 feet;

THENCE South 14 deg. 06 min. 55 sec. West, along west line of said 6.300 acre tract, a distance of 1101.42 feet to a 3/8 inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

THENCE North 74 deg. 55 min. 19 sec. West, a distance of 589.15 feet to a 3/8 inch iron rod with cap stamped "Landtech" set for the southwest corner of the herein described tract;

THENCE North 13 deg. 35 min. 08 sec. East, a distance of 906.25 feet to a 3/8 inch iron rod with cap stamped "Landtech" set in the south line of said Port Road being the northwest corner of the herein described tract;

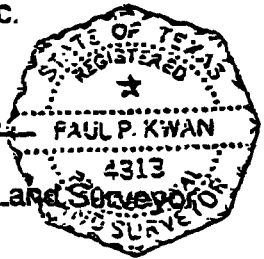
THENCE North 86 deg. 53 min. 00 sec. East, along the south line of said Port Road a distance of 625.52 feet to the POINT OF BEGINNING of the herein described tract.

May 22, 2000

Landtech Consultants, Inc.

*Paul P. Kwan*

Paul P. Kwan  
Registered Professional Land Surveyor  
No. 4313



Dwg. No.: 1297-D-1724  
Project No.: 000159.02  
Win/Word : E:\000159\Docs.

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. The following restrictive covenants of record itemized below:

Environmental Standards for the industrial area known as "BAYPORT", as the same are set forth in instruments recorded in Volume 5550, Page 215, Volume 5770, Page 341, Volume 5920, Page 165, and Volume 8470, Page 238, all of the Deed Records of Harris County, Texas, and those recorded under Clerk's File Nos. D732486 & D763891. (as to Tract I)

Environmental Standards for the industrial area known as "BAYPORT", as the same are set forth in instruments recorded in Volume 5550, Page 215, Volume 5770, Page 341, Volume 5920, Page 165, and Volume 8470, Page 238, all of the Deed Records of Harris County, Texas, and those recorded under Clerk's File Nos. D876057, E264944, T965827 and U486551. (as to Tract II)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2000, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

6. The terms and conditions of the documents creating your interest in the land.
7. The following matters and all terms of the documents creating or offering evidence of the matters:
  - a. Easement 10 feet wide, location shown on plat attached thereto, together with an unobstructed aerial easement 10 feet wide extending upward from an inclined plane, the lower limits which begin at a height of 15 feet above the ground and extend outward to a height of 19 feet 2 inches granted to Houston Lighting & Power Company by instrument dated September 22, 1982, recorded under Clerk's File No. H705905. (as to Tract II)
  - b. Drainage easement 100 feet wide of which the West 50 feet is located along the East property line and the North 50 feet is located along the South property line reserved in deed dated December 15, 1964, recorded in Volume 5770, Page 341, of the Deed Records of Harris County, Texas, and by deed dated December 19, 1972, recorded under Clerk's File No. D763891. (as to Tract I)
  - c. Easement 10 feet wide, location shown on plat attached thereof, together with an unobstructed aerial easement 5 feet wide from a plane 20 feet above the ground upward located adjacent thereto granted to Houston Lighting & Power Company by instrument dated August 1, 1973, recorded under Clerk's File No. E080830, as corrected by instrument dated October 29, 1973, recorded under Clerk's File No. E086559. (as to Tract I and II)
  - d. Guy easement 3 feet in width by 35 feet in length, location shown on plat attached thereto, granted to Houston Lighting & Power Company by instrument dated August 2, 1973, recorded under Clerk's File No. E080830. (as to Tract I and II)
  - e. Easement 10 feet wide, location described by metes and bounds therein, granted to Houston Lighting & Power Company by instrument dated August 29, 1973, recorded under Clerk's File No. E153597. (as to Tract I) NOTE: This easement follows the easement described under 9c above only that it extends the last call from 148 feet to 160 feet.
  - f. Guy easement 3 feet in width by 35 feet in length, location shown on plat attached thereto, granted to Houston Lighting & Power Company by instrument dated July 30, 1975, recorded under Clerk's File No. E533822. (as to Tract II)
  - g. Easement 10 feet wide, location shown on plat attached thereto, together with an unobstructed aerial easement 10 feet wide from a plane 16 feet above the ground upward located adjacent thereto, granted to Houston Lighting & Power Company by instrument dated November 27, 1989, recorded under Clerk's File No. M444133 and refiled under Clerk's File No. M500181. (as to Tract I) NOTE: This easement appears to be an extension of the ones described under 9c and 9e above.

- h. All the oil, gas and other minerals, and all other elements not considered a part of the surface estate, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as the same are set forth in instrument recorded in Volume 5770, Page 341, of the Deed Records of Harris County, Texas. (as to Tract I)
- i. The right of ingress and egress for the exploration of minerals was waived therein and by instruments recorded under Clerk's File Nos. D732486 and D763891.
- j. All the oil, gas and other minerals, and all other elements not considered a part of the surface estate, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as the same are set forth in instrument recorded in Volume 6973, Page 503, of the Deed Records of Harris County, Texas. (as to Tract II)
- k. The right of ingress and egress for the exploration of minerals was waived in instrument recorded under Harris County Clerk's File No. E264944.
- l. Terms and provisions of that certain "Industrial Solid Waste Disposal Site Deed Recordation" recorded under Clerk's File No. H456701, and to those certain "Industrial Solid Waste Certification of Remediation" Unit V-9209 recorded under Clerk's File No. S610673, Unit V-9210 recorded under Clerk's File No. S610674, Unit V-9231 recorded under Clerk's File No. S610675, Unit V-9307 recorded under Clerk's File No. S610676, Unit V-9308 recorded under Clerk's File No. S610677, Unit V-9609 recorded under Clerk's File No. S610678, Unit V-9610 recorded under Clerk's File No. S610679, Unit V-9247 recorded under Clerk's File No. T268718 and Unit V-9403 recorded under Clerk's File No. T268720, Certification of Remediation - East Barge Dock recorded under Clerk's File No. T268717 and Certification of Remediation - Pipeline Spill recorded under Clerk's File No. T268719, Industrial Solid Waste Certification of remediation - French Drains - Railcar Loading Areas recorded under Clerk's File No. V000891 and Unit V9224/9225, Industrial Solid Waste Certification of Closure/Remediation recorded under Clerk's File No. V395720. (as to Tract I)
- m. Terms and provisions of that certain "Agreement of Compromise and Settlement" dated as of October 27, 1997, filed December 2, 1997, under Harris County Clerk's File No. S753478 between The Port of Houston Authority, Exxon Land Development, Inc., Hochtst Celanese Chemical Group, Ltd., Baytank Houston, Inc. and Petrounited Terminals, Inc., all as set forth and described therein.
- n. Subject property lies within the boundaries of Clear Lake City Water Authority (as to Tract II).

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 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

DAL:410251.1  
30151.92814

3

DEC 31 2001



*Dorely L. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**ATTACHMENT 5**  
**SIGNATORY AUTHORITY**



November 22, 2021

LBC Tank Terminals (d.b.a. LBC Houston, LP)  
2625 Bay Area BLVD, Suite 200  
Houston, TX 77058

To: Texas Commission on Environmental Quality

**Subject: Signature Authority Acknowledgment - TCEQ**

This letter is to acknowledge that Jeremy Alberty is Director of Operations, North America for LBC Houston L.P. and as such has signature authority on behalf of the company as well as ability to execute documents and filings on behalf of the company with the Texas Commission on Environmental Quality (TCEQ).

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Dewar', is written over a light blue horizontal line.

Jeff Dewar  
Senior Vice President, Americas  
LBC Tank Terminals Group

**Regional Corporate Office USA**

Suite 200  
2625 Bay Area Boulevard  
Houston, Texas 77058-USA

T +1 281 474 4433  
F +1 281 291 3428

  
[www.lbcctl.com](http://www.lbcctl.com)



**ATTACHMENT 6**  
**COPY OF CHECK**



## Jenna Rollins

---

**From:** Jenna Rollins  
**Sent:** Monday, November 22, 2021 2:31 PM  
**To:** Yvonne Baker  
**Subject:** RE: [E] LBC Houston, L.P. WRPERM 13815

Good afternoon Ms. Baker,

The affidavit for signature authority does not need to be notarized. Please let me know if you have any further questions.

Best regards,  
Jenna Rollins, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
512-239-1845

---

**From:** Yvonne Baker [REDACTED]  
**Sent:** Monday, November 22, 2021 1:51 PM  
**To:** Jenna Rollins <Jenna.Rollins@tceq.texas.gov>  
**Subject:** RE: [E] LBC Houston, L.P. WRPERM 13815

Good afternoon Jenna,

LBC Houston plans to submit an affidavit to Jeremy's signatory authority. Does the affidavit need to be notarized?

Thank you,

**Yvonne W. Baker**  
**Water Quality Director**

[REDACTED]  
Main: 225-766-7400 ext. 608  
Cell: 225-715-4592  
Fax: 225-766-7440

[www.providenceeng.com](http://www.providenceeng.com)

1201 Main Street, Baton Rouge, LA 70802

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## Jenna Rollins

---

**From:** Jenna Rollins  
**Sent:** Friday, November 12, 2021 10:33 AM  
**To:** Yvonne Baker  
**Subject:** LBC Houston, L.P. WRPERM 13815  
**Attachments:** LBC\_Houston\_13815\_RFI\_Sent\_11.12.21.pdf

Good morning Ms. Baker

Please see the attached request for information letter for LBC Houston, L.P. WRPERM 13815 and provide a response by COB 12/13/21.

Thank you,  
Jenna Rollins, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
512-239-1845

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

November 12, 2021

Ms. Yvonne Baker  
Water Quality Director  
Providence Engineering and Environmental Group L.L.C.  
1201 Main St.  
Baton Rouge, Louisiana 70821

**VIA-EMAIL**

RE: LBC Houston, L.P.  
WRPERM 13815  
CN601179849, RN111356374  
Application No. 13815 for a Water Use Permit  
Texas Water Code § 11.121, Mailed and Published Notice Required  
Bayport Turning Basin, San Jacinto-Brazos Coastal Basin  
Harris County

Dear Ms. Baker:

This acknowledges receipt, on October 20, 2021, of the referenced application.

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

1. 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). Refer to pages 28-29 from the *Instructions for Completing the Water Right Permitting Application* (Form TCEQ-10214A-inst) for assistance in developing your response.
2. Provide additional information concerning the submitted water conservation plan for industrial use to comply with Title 30 Texas Administrative Code (TAC) § 288.3.

Confirm that the device and/or method used to measure and account for the amount of water diverted from the source of supply, described in Section II B.3. of the water conservation plan is within an accuracy of plus or minus 5.0%

3. 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 including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.
4. Provide a completed Worksheet 3.0 *Diversion Point Information Sheet* for each requested diversion point. Staff notes Worksheet 3.0 is required for each requested diversion point.
5. Provide a USGS 7.5 minute topographic map (or equivalent) with the location of all diversion points clearly marked.
6. Provide recorded copies of legal documents establishing ownership of the proposed diversion points, or a copy of a duly acknowledged written easement, consent, or license from the landowner(s) whose land is associated with the proposed diversion points, pursuant Title 30 TAC § 295.10.
7. Provide documentation evidencing that Jeremy Alberty has the authority to sign for LBC Houston, L.P. pursuant to Title 30 TAC § 295.14.
8. Remit fees in the amount of **\$502.28** as described below. Please make checks payable to the TCEQ or Texas Commission on Environmental Quality.

Filing Fee (100 - 5,000 acre-feet)	\$ 250.00
Recording Fee (\$1.25 x 20 pages)	\$ 25.00
Storage Fee (\$1.00 x 169 acre-feet)	\$ 169.00
<u>Notice Fee (San Jacinto-Brazos Coastal Basin)</u>	<u>\$ 58.28</u>
TOTAL FEES	\$ 502.28
<u>FEES RECEIVED</u>	<u>\$ 0.00</u>
BALANCE DUE	\$ 502.28

Please provide the requested information and fees by December 13, 2021 or the application may be returned pursuant to 30 TAC § 281.18.

Staff notes that additional information may be required prior to completion of technical review.

If you have any questions concerning this matter, please contact me via email at [jenna.rollins@tceq.texas.gov](mailto:jenna.rollins@tceq.texas.gov) or by telephone at (512) 239-1845.

Sincerely,



Jenna Rollins, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

**Texas Commission on Environmental Quality  
TELEPHONE MEMO TO THE FILE**

Call to: Ms. Yvonne Baker	Call from: Jenna Rollins
Date: 11/10/2021	Project No: LBC Houston WRPERM 13815
<i>Information for File follows:</i>  This was a phone call with Ms. Baker to discuss the upcoming meeting on 11/12/21 with LBC Houston for WRPERM 13815.  The phone call lasted from 8:40-8:45 a.m.	
Signed <i>Jenna L. Rollins</i>	Date: 11/10/21

## Jenna Rollins

---

**From:** Yvonne Baker [REDACTED]  
**Sent:** Monday, November 8, 2021 10:57 AM  
**To:** Jenna Rollins  
**Subject:** RE: [E] LBC Houston, L.P. WRPERM 13815

Hi Jenna,

Will you send a list of those items prior to the meeting?

Thank you,

**Yvonne W. Baker**  
**Water Quality Director**

[REDACTED]  
Main: 225-766-7400 ext. 608

Cell: 225-715-4592

Fax: 225-766-7440

[www.providenceeng.com](http://www.providenceeng.com)

1201 Main Street, Baton Rouge, LA 70802

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---

**From:** Jenna Rollins <Jenna.Rollins@tceq.texas.gov>  
**Sent:** Monday, November 8, 2021 10:49 AM  
**To:** Yvonne Baker [REDACTED]  
**Subject:** RE: [E] LBC Houston, L.P. WRPERM 13815

Good morning Ms. Baker,

You can forward the meeting request to anyone that you would like to have present in the meeting. We will be discussing items that we need to be able to declare the LBC Houston, L.P. WRPERM 13815 application administratively complete.

Best,  
Jenna Rollins, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
512-239-1845



---

**From:** Yvonne Baker [REDACTED]  
**Sent:** Monday, November 8, 2021 10:22 AM  
**To:** Jenna Rollins <[Jenna.Rollins@tceq.texas.gov](mailto:Jenna.Rollins@tceq.texas.gov)>  
**Subject:** RE: [E] LBC Houston, L.P. WRPERM 13815

Jenna,

Does a representative from LBC need to be included in the meeting? Will you send an agenda?

Thank you,

**Yvonne W. Baker**  
**Water Quality Director**

[REDACTED]  
Main: 225-766-7400 ext. 608

Cell: 225-715-4592

Fax: 225-766-7440

[www.providenceeng.com](http://www.providenceeng.com)

1201 Main Street, Baton Rouge, LA 70802

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-----Original Appointment-----

**From:** Jenna Rollins <[Jenna.Rollins@tceq.texas.gov](mailto:Jenna.Rollins@tceq.texas.gov)>

**Sent:** Monday, November 8, 2021 10:15 AM

**To:** Jenna Rollins; Chris Kozlowski; Brooke McGregor; Kathy Alexander; Cheryl Covone; Leslie Patterson; Yvonne Baker

**Subject:** [E] LBC Houston, L.P. WRPERM 13815

**When:** Friday, November 12, 2021 10:00 AM-11:00 AM (UTC-06:00) Central Time (US & Canada).

**Where:** Microsoft Teams Meeting

Good morning,

This is a meeting with the applicant to discuss their application, LBC Houston, L.P. WRPERM 13815.

Thank you,

Jenna Rollins, Project Manager

Water Rights Permitting Team

Water Rights Permitting and Availability Section

512-239-1845

---

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

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---



PROVIDENCE

October 18, 2021

Texas Commission of Environmental Quality  
Water Availability Division, MC-160  
P.O. Box 13087  
Austin, Texas 78711-3087

Re: Water Rights Permitting Application  
LBC Houston, L.P.

Dear Texas Commission of Environmental Quality:

On behalf of LBC Houston, L.P., Providence Engineering and Environmental Group LLC (Providence) is hereby submitting one original and one copy of the Water Rights Permitting Application for the LBC Houston, L.P. Terminal in Seabrook, Texas. An electronic copy has also been submitted to [WRPT@tceq.texas.gov](mailto:WRPT@tceq.texas.gov) per the agency's water rights permitting application instructions.

If you have any questions, or need any additional information, please contact Yvonne Baker at (225) 766-7400 or

Sincerely,

Hannah Esponge Orgeron  
Environmental Specialist III  
Providence Engineering and Environmental Group LLC

RECEIVED

OCT 20 2021

Water Availability Division

**TCEQ WATER RIGHT PERMITTING APPLICATION  
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): LBC Houston, L.P.

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/N	
<u>Y</u>	<b>Administrative Information Report</b>	<u>N</u>	<b>Worksheet 3.0</b>
<u>N</u>	Additional Co-Applicant Information	<u>N</u>	Additional W.S 3.0 for each Point
<u>N</u>	Additional Co-Applicant Signature Pages	<u>N</u>	Recorded Deeds for Diversion Points
<u>Y</u>	Written Evidence of Signature Authority	<u>N</u>	Consent For Diversion Access
	<b>Technical Information Report</b>	<u>N</u>	<b>Worksheet 4.0</b>
<u>Y</u>	USGS Map (or equivalent)	<u>Y</u>	TPDES Permit(s)
<u>Y</u>	Map Showing Project Details	<u>N</u>	WWTP Discharge Data
<u>N</u>	Original Photographs	<u>N</u>	24-hour Pump Test
<u>N</u>	Water Availability Analysis	<u>N</u>	Groundwater Well Permit
<u>Y</u>	<b>Worksheet 1.0</b>	<u>N</u>	Signed Water Supply Contract
<u>N</u>	Recorded Deeds for Irrigated Land	<u>N</u>	<b>Worksheet 4.1</b>
<u>N</u>	Consent For Irrigation Land	<u>Y</u>	<b>Worksheet 5.0</b>
<u>N</u>	<b>Worksheet 1.1</b>	<u>N</u>	Addendum to Worksheet 5.0
<u>N</u>	Addendum to Worksheet 1.1	<u>Y</u>	<b>Worksheet 6.0</b>
<u>N</u>	<b>Worksheet 1.2</b>	<u>Y</u>	Water Conservation Plan(s)
<u>N</u>	Addendum to Worksheet 1.2	<u>N</u>	Drought Contingency Plan(s)
<u>N</u>	<b>Worksheet 2.0</b>	<u>N</u>	Documentation of Adoption
<u>N</u>	Additional W.S 2.0 for Each Reservoir	<u>N</u>	<b>Worksheet 7.0</b>
<u>N</u>	Dam Safety Documents	<u>N</u>	Accounting Plan
<u>N</u>	Notice(s) to Governing Bodies	<u>Y</u>	<b>Worksheet 8.0</b>
<u>N</u>	Recorded Deeds for Inundated Land	<u>Y</u>	Fees
<u>N</u>	Consent For Inundation Land		

**For Commission Use Only:**

Proposed/Current Water Right Number: \_\_\_\_\_

Basin: \_\_\_\_\_ Watermaster area Y/N: \_\_\_\_\_

# ADMINISTRATIVE INFORMATION REPORT

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

**\*\*\* Applicants are strongly encouraged 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."

LBC hereby requests authorization to utilize bay water from the Bayport turning basin for hydro-  
static testing. LBC estimates that approximately 35,000,000-55,000,000 gallons of water will  
be utilized per year for hydrostatic testing. All hydrostatic test water will be sampled before  
returning to receiving waters in accordance with TPDES Permit WQ0002110000.

## 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?

LBC Houston, L.P.

*(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 : 601179849 ( 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: Jeremy Alberty

Title: Operations Director, North America

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

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: LBC Houston, L.P.

Mailing Address: 11666 Port Road

City: Seabrook

State: Texas

ZIP Code: 77586

Indicate an X next to the type of Applicant:

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship-D.B.A.
<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> Trust	<input type="checkbox"/> Estate
<input type="checkbox"/> Federal Government	<input type="checkbox"/> State Government
<input type="checkbox"/> County Government	<input type="checkbox"/> City Government
<input type="checkbox"/> Other Government	<input type="checkbox"/> Other _____

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: 17119201797 SOS Charter (filing) Number: 0014621011

### 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: Yvonne Baker

Title: Water Quality Director

Organization Name: Providence Engineering and Environmental Group LLC

Mailing Address: 1201 Main Street

City: Baton Rouge

State: LA

ZIP Code: 70821

Phone No.: 225-766-7400

Extension: 608

Fax No.: 225-766-7440

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: N/A

Title: N/A

Organization Name: N/A

Mailing Address: N/A

City: N/A

State: N/A

ZIP Code: N/A

Phone No.: N/A

Extension: N/A

Fax No.: N/A

E-mail Address: N/A

## 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: N/A

Amount past due: N/A

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: N/A

Amount past due: N/A

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).

Applicant has submitted all required TWDB surveys of groundwater and surface water? **Yes / No N/A**

**6. SIGNATURE PAGE (Instructions, Page. 11)**

Applicant:

I, Jeremy Alberty Operations Director, North America  
(Typed or printed name) (Title)

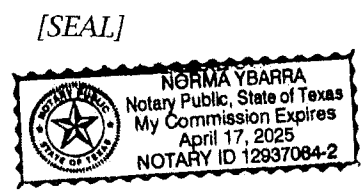
certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the 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: [Handwritten Signature] Date: 10.12.2021  
(Use blue ink)

Subscribed and Sworn to before me by the said  
on this 12<sup>th</sup> day of October, 20 21.  
My commission expires on the 17<sup>th</sup> day of April, 2025.

[Handwritten Signature]  
Notary Public  
Harris  
County, Texas



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

**TECHNICAL INFORMATION REPORT**  
**WATER RIGHTS PERMITTING**

# 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, Applicant are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

**Applicants are strongly encouraged 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 call Water Availability Division at (512) 239-4600 to schedule a meeting.** Applicant attended a pre-application meeting with TCEQ Staff for this Application? Y / N<sup>NO</sup>\_\_\_\_\_ (If yes, date : \_\_\_\_\_).

### 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<sup>Y</sup>\_\_\_\_\_
- 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<sup>N</sup>\_\_\_\_\_ (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<sup>N/A</sup>\_\_\_\_\_*

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / N<sup>N</sup>\_\_\_\_\_ (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).**

## 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: N/A

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

List of water rights to sever	Combine into this ONE water right
N/A	N/A

- 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 N/A

*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 N/A

*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 N/A

*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 N/A

*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 N/A

*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<sup>N/A</sup>\_\_\_\_\_ *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<sup>N</sup>\_\_\_\_\_

*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<sup>N</sup>\_\_\_\_\_

*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<sup>N</sup>\_\_\_\_\_

*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<sup>N</sup>\_\_\_\_\_

*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<sup>N</sup>\_\_\_\_\_

*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”:

LBC is located within Region H Planning Group. The application is consistent with the

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2022 State Water Plan, which supports indirect reuse in a broad sense, identifying re-

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use as "valuable and competitive water supply option in Texas."

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- 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

### 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>
85	Bayport Turning Basin	Industrial - Hydrostatic testing Outfall 001	Harris County
84	Bayport Turning Basin	Industrial - Hydrostatic testing Outfall 002	Harris County

169 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 N/A 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 N/A acres in N/A County, TX.

ii) Location of land to be irrigated: In the N/A Original Survey No. N/A, Abstract No. N/A.

***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.***

## 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**
N/A	N/A	N/A	N/A	N/A

\*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:
- i. Applicant proposes to irrigate a total of N/A 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 N/A acres in N/A County, TX.
  - ii. Location of land to be irrigated: In the N/A Original Survey No. N/A, Abstract No. N/A.  
***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.***
- c. Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- d. See Worksheet 1.2, Marshall Criteria, and submit if required.
- e. 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 \_\_\_\_\_

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

a. Provide the Basin of Origin. N/A

b. Provide the quantity of water to be transferred (acre-feet). N/A

c. Provide the Basin(s) and count(y/ies) where use will occur in the space below:

N/A

### 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 N/A

b. The proposed transfer is from a basin to an adjoining coastal basin? Y/N N/A

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 N/A

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 N/A

### 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 such amendments which include changes in use, changes in place of use, or other non-substantive changes in a water right (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 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

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: N/A
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: N/A.
- c. The impoundment is on-channel N/A or off-channel N/A (mark one)
  - i. Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? Y / N <sup>N/A</sup>
  - 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 <sup>N/A</sup>
- d. Is the impoundment structure already constructed? Y / N <sup>N/A</sup>
  - i. For already constructed **on-channel** structures:
    1. Date of Construction: N/A
    2. Was it constructed to be an exempt structure under TWC § 11.142? Y / N <sup>N/A</sup>
      - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? Y / N <sup>N/A</sup>
      - b. If No, has the structure been issued a notice of violation by TCEQ? Y / N <sup>N/A</sup>
    3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? Y / N <sup>N/A</sup>
      - a. If yes, provide the Site No. N/A and watershed project name N/A;
      - b. Authorization to close "ports" in the service spillway requested? Y / N <sup>N/A</sup>
  - 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 <sup>N/A</sup>  
Provide the date and the name of the Staff Person N/A
    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 <sup>N/A</sup>
      - b. Plans (with engineer's seal) for the structure required. Y / N <sup>N/A</sup>
      - c. Engineer's signed and sealed hazard classification required. Y / N <sup>N/A</sup>
      - d. Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. Y / N <sup>N/A</sup>

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: N/A.
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 N/A  
If yes, the drainage area is N/A 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): N/A
- b. Zip Code: N/A
- c. In the N/A Original Survey No. N/A, Abstract No. N/A,  
N/A 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/A °N, Longitude N/A °W.

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

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



## WORKSHEET 3.0

### 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. N/A Diversion Point No.
2. N/A Upstream Limit of Diversion Reach No.
3. N/A Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** N/A \_\_\_\_\_ cfs (cubic feet per second)  
or N/A \_\_\_\_\_ gpm (gallons per minute)

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

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

*\*\* 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
N/A	Directly from stream	N/A
N/A	From an on-channel reservoir	N/A
N/A	From a stream to an on-channel reservoir	N/A
N/A	Other method (explain fully, use additional sheets if necessary)	N/A

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/A \_\_\_\_\_

If yes, the drainage area is N/A \_\_\_\_\_ 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): N/A
- b. Zip Code: 77586
- c. Location of point: In the N/A Original Survey No. N/A, Abstract No. N/A, N/A 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 N/A °N, Longitude N/A °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): N/A
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38.
- 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

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 industrial - LBC is authorized to discharge under TPDES Permit No. TX0091235 / WQ0002110000.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses N/A % and explain the method of calculation: N/A

Is the source of the discharged water return flows? Y / N N/A If yes, provide the following information:

1. The TPDES Permit Number(s). N/A (attach a copy of the **current** TPDES permit(s))
2. Applicant is the owner/holder of each TPDES permit listed above? Y / N N/A

*PLEASE NOTE: If Applicant is not the discharger of the return flows, 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, 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 N/A, surface water N/A ?
  5. If any percentage is surface water, provide the base water right number(s) N/A.
- c. Is the source of the water being discharged groundwater? Y / N N/A If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: N/A
  2. Any 24 hour pump test for the well if one has been conducted. 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 N/A.
  3. Indicate how the groundwater will be conveyed to the stream or reservoir. N/A
  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.
- ci. Is the source of the water being discharged a surface water supply contract? Y / N N/A  
If yes, provide the signed contract(s).
- cii. Identify any other source of the water N/A

# 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 29.**

N/A

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### 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

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 map 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.

### 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 TX0091235
  - 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	N/A	N/A	N/A	N/A	N/A
Chloride, mg/L	N/A	N/A	N/A	N/A	N/A
Total Dissolved Solids, mg/L	N/A	N/A	N/A	N/A	N/A
pH, standard units	N/A	N/A	N/A	N/A	N/A
Temperature*, degrees Celsius	N/A	N/A	N/A	N/A	N/A

\* 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 N/A and the name of the aquifer from which water is withdrawn N/A.

# 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](mailto: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.
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.  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

## 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. N Municipal Uses by public water suppliers. See 30 TAC § 288.20.
  2. N Irrigation Use/ Irrigation water suppliers. See 30 TAC § 288.21.
  3. N 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 N/A



# 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

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 (\$)	
<b>Filing Fee</b>	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 <b>Amount (\$)</b> . <u>In Acre-Feet</u>	250.00	
	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
<b>Recording Fee</b>		\$25.00	
<b>Agriculture Use Fee</b>	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x _____ Number of acres that will be irrigated with State Water. **	<b>N/A</b>	
<b>Use Fee</b>	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x <sup>169</sup> _____ Maximum annual diversion of State Water in acre-feet. **	169.00	
<b>Recreational Storage Fee</b>	<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.	N/A	
<b>Storage Fee</b>	<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.	N/A	
<b>Mailed Notice</b>	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.		
<b>TOTAL</b>		\$ 444.00	

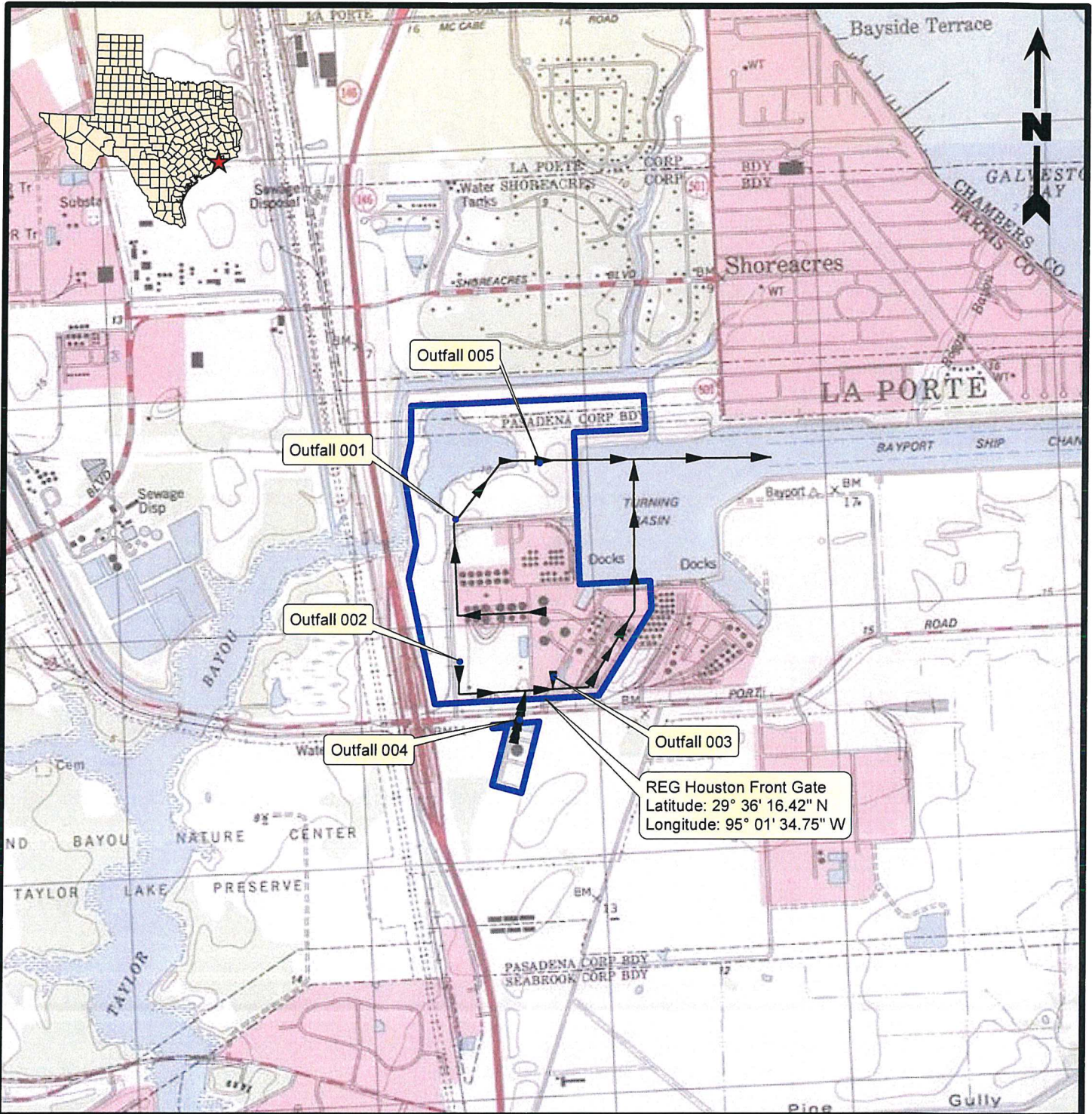
### 2. AMENDMENT OR SEVER AND COMBINE

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

### 3. BED AND BANKS

	Description	Amount (\$)
<b>Filing Fee</b>		\$100.00
<b>Recording Fee</b>		\$12.50
<b>Mailed Notice</b>	Additional notice fee to be determined once application is submitted.	
<b>TOTAL INCLUDED</b>		\$ 112.50

**ATTACHMENT 1**  
**SITE LOCATION MAP**



REG Houston Front Gate  
 Latitude: 29° 36' 16.42" N  
 Longitude: 95° 01' 34.75" W



**Legend**

- Property Boundary
- Discharge Route

**Reference**

Base map comprised of United States Geological Survey (USGS) 7.5-minute topographic map, "League City, TX".

**Site Location Map**

Water Rights Permitting Application  
 Seabrook, Harris County, Texas

**LBC Houston, L.P.**  
 Baypoint Marine Terminal



**PROVIDENCE**

Drawn By	CMM	08/31/21
Checked By	HEO	08/31/21
Approved By	YWB	08/31/21




Project Number 121-029	<b>1</b> Figure
Drawing Number 121-029-A001	

**ATTACHMENT 2**  
**SITE DIAGRAM**



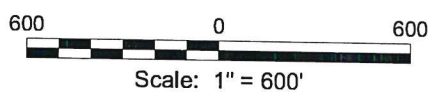


**Legend**

-  Property Boundary
-  Outfall Location
-  Outfall Discharge Route

**Reference**

Base map comprised of Bing Maps aerial imagery from (c) 2021 Microsoft Corporation and its data suppliers.



**Site Diagram**

Water Rights Permitting Application  
Seabrook, Harris County, Texas

**LBC Houston, L.P.**  
Baypoint Marine Terminal



Drawn By	CMM	08/31/21
Checked By	HEO	08/31/21
Approved By	YWB	08/31/21

Project Number	<b>2</b> Figure
Drawing Number	
121-029-B002	



**ATTACHMENT 3**  
**WATER CONSERVATION PLAN**



# 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: LBC Houston, L.P.

Address: 11666 Port Road

Telephone Number: (281)291-3401 Fax: (832)284-4373

Form Completed By: Jeremy Alberty

Title: Operations Director, North America

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

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):

*169 acre-feet*

2. Maximum diversion rate (cfs):

*10.5 cfs*

#### 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	<i>None</i>	<i>168</i>	<i>169</i>
Groundwater			
Purchased			
<b>Total</b>	<i>None</i>	<i>168</i>	<i>169</i>

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

Master meter ; Customer meter ; Estimated  Other

3. Was purchased water raw or treated?

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

*C. Industrial Information*

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

*LBC is a bulk liquid storage terminal engaged in the storage and handling of miscellaneous liquid products. LBC stores various fuels, oil, and chemicals.*

2. North American Industry Classification System (NAICS):

49319

**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	0	0	0	0	0
Processing, washing, transport	0	0	0	0	0
Boiler feed	0	0	0	0	0
Incorporated into product	0	0	0	0	0



June	2.2911	99.99	0
July	0.7727	99.99	0
August	2.8223	99.99	0
September	0.1335	99.99	0
October	1.5444	99.99	0
November	1.7667	99.99	0
December	0.5809	99.99	0
<b>Totals</b>	<b>13.5535</b>	<b>99.99</b>	<b>0</b>

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	0.7686	99.99	0
February	0.0808	99.99	0
March	1.6486	99.99	0
April	0.5872	99.99	0
May	0.9202	99.99	0
June	2.5202	99.99	0
July	0.8500	99.99	0
August	3.1045	99.99	0
September	0.1469	99.99	0
October	1.6989	99.99	0
November	1.9434	99.99	0
December	0.6390	99.99	0
<b>Totals</b>	<b>14.9088</b>	<b>99.99</b>	<b>0</b>

*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):

*99.99 % returned water*

*99.99 % 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.

*Water is used to conduct hydrostatic testing of above ground storage tanks. Hydrostatic testing is performed on different tanks each year; therefore, the amount of water used and subsequently returned will vary from year to year. The quantified target is 99.99% of water to be returned. The estimated loss is 0.01% due to evaporation.*

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

a. 5-year goal: *99.99% of water returned*

b. 10-year goal: *99.99% of water returned*

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%.

*Water is pumped into above ground storage tanks via pump and hose. The amount of water diverted from the supply source is measured via tank gauging or strapping charts.*

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

*Water is used to conduct hydrostatic testing of above ground storage tanks to detect any leaks after a tank cleaning project, repairs, or inspection is conducted. In the event of a leak during a hydrostatic testing event, the water would drain via a TPDES permitted outfall.*

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

*Not applicable.*

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:

*Water conservation practices appropriate for achieving the stated goal of the water conservation plan is to inspect pumps and hoses prior to commencement of the hydrostatic testing event to ensure equipment is working properly and leaks are avoided.*

### **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.