

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF AN APPLICATION FOR A TEMPORARY WATER USE PERMIT

APPLICATION NO. 13841

Sims Southwest Corporation seeks a temporary water use permit to divert and use not to exceed 10 acre-feet of water, within a period of one year, from a point on Buffalo Bayou (Houston Ship Channel), tributary of the San Jacinto River, San Jacinto River Basin, at a maximum diversion rate of 0.65 cfs (290 gpm), for industrial purposes in Harris County. More information on the application and how to participate in the permitting process is given below.

APPLICATION. Sims Southwest Corporation, Applicant, 21 Japhet Street., Houston, TX 77020, has applied to the Texas Commission on Environmental Quality (TCEQ) for a Temporary Water Use Permit pursuant to Texas Water Code § 11.138 and TCEQ Rules Title 30 Texas Administrative Code (TAC) §§ 295.1, et seq. Notice is being mailed to the downstream water right holders of record in the San Jacinto River Basin pursuant to Title 30 TAC § 295.154(a).

Sims Southwest Corporation seeks a temporary water use permit to divert and use not to exceed 10 acre-feet of water, within a period of one year, from a point on Buffalo Bayou (Houston Ship Channel), tributary of the San Jacinto River, San Jacinto River Basin, at a maximum diversion rate of 0.65 cfs (290 gpm) for industrial purposes in Harris County.

The water will be diverted from a point located at Latitude 29.760111 ° N, Longitude 95.325381 ° W in Harris County, ZIP Code 77020.

The application and partial fees were received on May 25, 2022. Additional information and fees were received on December 12, 14, and 16, 2022 and February 13, 17, and 22, 2023. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on March 8, 2023.

The Executive Director completed the technical review of the application and prepared a draft permit. The draft permit, if granted, would include special conditions including, but not limited to, a requirement to take reasonable measures to reduce impacts to aquatic resources due to impingement and entrainment. 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.

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, by July 05, 2023. 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 by July 05, 2023. The Executive Director may approve the application unless a written request for a contested case hearing is filed by July 05, 2023.

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 permit 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 permit 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 WRTP 13841 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. Si desea información en Español, puede llamar al 1-800-687-4040 o por el internet al <http://www.tceq.texas.gov>

Issued: June 16, 2023

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



TEMPORARY WATER USE PERMIT

PERMIT NO. 13841

TYPE § 11.138

Permittee: Sims Southwest Corporation

Address: 21 Japhet Street
Houston, TX 77020

Received: May 25, 2022

Granted:

Watercourse: Buffalo Bayou (Houston Ship
Channel)

County: Harris

Watershed: San Jacinto River Basin

WHEREAS, after considering the recommendation of the staff relative to the above identified application, the following findings of fact and conclusions of law are made:

FINDINGS OF FACT

1. The application is in proper form and accompanied by all necessary fees.
2. Sufficient water is available at the proposed diversion point to satisfy the requested diversion and use of not to exceed 10 acre-feet of water, within a period of one year, from a point on Buffalo Bayou (Houston Ship Channel), tributary of the San Jacinto River, San Jacinto River Basin, for industrial purposes in Harris County.
3. The water will be diverted at a maximum diversion rate of 0.65 cfs (290 gpm) from a point located at Latitude 29.760111 ° N, Longitude 95.325381 ° W in Harris County.
4. Notice of this application was mailed to the downstream water right holders of record.

CONCLUSIONS OF LAW

- A. Jurisdiction is vested to consider this application under Texas Water Code § 11.138 and Title 30 Texas Administrative Code §§ 295.174 and 297.13.
- B. Applicant has complied with the particular requirements of the Texas Commission on Environmental Quality.
- C. The Executive Director recommends that special conditions be included.

NOW, THEREFORE, Temporary Water Use Permit No. 13841 is issued to the Sims Southwest Corporation subject to the following terms and conditions:

1. USE

Permittee is authorized to divert and use not to exceed 10 acre-feet of water, within a period of one year, from a point on Buffalo Bayou (Houston Ship Channel) for industrial purposes in Harris County.

2. DIVERSION

Permittee is authorized to divert:

- A. From a point on Buffalo Bayou (Houston Ship Channel) located at Latitude 29.760111 ° N, Longitude 95.325381 ° W in Harris County.
- B. At a maximum diversion rate of 0.65 cfs (290 gpm).

3. 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 on any new diversion structure(s).
- B. Upon diversion and use of the water authorized herein, this temporary water use permit shall expire and be of no further force and effect.
- C. This temporary water use permit shall expire and become null and void one year from the date of issuance with no further Commission action. Permittee also waives the right to notice and hearing on cancellation of this water right.
- D. No diversion of water shall be made when such water is required to satisfy domestic and livestock demands downstream, or when necessary to satisfy senior and superior water rights and instream needs.
- E. Permittee shall install and maintain a measuring device or method which accounts for, within 5% accuracy, the quantity of water diverted from the point authorized above in Paragraph 2. DIVERSION and maintain measurement records.
- F. Permittee shall allow representatives of the Texas Commission on Environmental Quality reasonable access to the property to inspect the measuring device and records.
- G. The issuance of this temporary water use permit does not grant to the permittee the right to use private or public property for diversion of water authorized by this permit. This includes property belonging to but not limited to any individual, partnership, corporation or public entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to make any diversion authorized by this permit.

This temporary water use permit does not vest in its holder a permanent right and shall in no event be construed as a commitment of the Commission to approve or disapprove any other application or request by the Permittee.

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 temporary water use permit.

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

This temporary water use permit is issued subject to the Rules of the Texas Commission on Environmental Quality and to its right of continuing supervision.

DATE ISSUED:

For the Commission

DRAFT

Natalia Ponebshek

From: Amy Hickman [REDACTED] >
Sent: Friday, June 9, 2023 5:13 PM
To: Natalia Ponebshek
Subject: Re: Sims Southwest Corporation WRTP 13841 Draft Permit

No comment.

Thank you!

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From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Monday, May 22, 2023 3:44:20 PM
To: Amy Hickman [REDACTED] >
Subject: Sims Southwest Corporation WRTP 13841 Draft Permit

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Hello,

Please find the attached draft amendment and notice for the abovementioned application. Please provide any comments you may have by close of business on June 5, 2023.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Erin E. Chancellor, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 22, 2023

Ms. Amy Hickman, EHS Specialist
Sims Southwest Corporation
21 Japhet Street
Houston, TX 77020

VIA E-MAIL

RE: Sims Southwest Corporation
WRTP 13841
CN605379064, RN111507281
Application No. 13841 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Buffalo Bayou, San Jacinto River Basin
Harris County

Dear Ms. Hickman:

Drafts, subject to revision, of the public notice, proposed Temporary Water Use Permit No. 13841, 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 June 5, 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 15-day comment period and once the comment period has closed, the proposed Temporary Water Use Permit No. 13841 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 Natalia.Ponebshek@tceq.texas.gov or at (512) 239-4641.

Sincerely,

Natalia Ponebshek

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
Texas Commission on Environmental Quality

Attachments

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



TEMPORARY WATER USE PERMIT

PERMIT NO. 13841

TYPE § 11.138

Permittee: Sims Southwest Corporation

Address: 21 Japhet Street
Houston, TX 77020

Received: May 25, 2022

Granted:

Watercourse: Buffalo Bayou (Houston Ship
Channel)

County: Harris

Watershed: San Jacinto River Basin

WHEREAS, after considering the recommendation of the staff relative to the above identified application, the following findings of fact and conclusions of law are made:

FINDINGS OF FACT

1. The application is in proper form and accompanied by all necessary fees.
2. Sufficient water is available at the proposed diversion point to satisfy the requested diversion and use of not to exceed 10 acre-feet of water, within a period of one year, from a point on Buffalo Bayou (Houston Ship Channel), tributary of the San Jacinto River, San Jacinto River Basin, for industrial purposes in Harris County.
3. The water will be diverted at a maximum diversion rate of 0.65 cfs (290 gpm) from a point located at Latitude 29.760111° N, Longitude 95.325381° W in Harris County.
4. Notice of this application was mailed to the downstream water right holders of record.

CONCLUSIONS OF LAW

- A. Jurisdiction is vested to consider this application under Texas Water Code § 11.138 and Title 30 Texas Administrative Code §§ 295.174 and 297.13.
- B. Applicant has complied with the particular requirements of the Texas Commission on Environmental Quality.
- C. The Executive Director recommends that special conditions be included.

NOW, THEREFORE, Temporary Water Use Permit No. 13841 is issued to the Sims Southwest Corporation subject to the following terms and conditions:

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3. SPECIAL CONDITIONS

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- B. Upon diversion and use of the water authorized herein, this temporary water use permit shall expire and be of no further force and effect.
- C. This temporary water use permit shall expire and become null and void one year from the date of issuance with no further Commission action. Permittee also waives the right to notice and hearing on cancellation of this water right.
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- F. Permittee shall allow representatives of the Texas Commission on Environmental Quality reasonable access to the property to inspect the measuring device and records.
- G. The issuance of this temporary water use permit does not grant to the permittee the right to use private or public property for diversion of water authorized by this permit. This includes property belonging to but not limited to any individual, partnership, corporation or public entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to make any diversion authorized by this permit.

This temporary water use permit does not vest in its holder a permanent right and shall in no event be construed as a commitment of the Commission to approve or disapprove any other application or request by the Permittee.

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 temporary water use permit.

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

This temporary water use permit is issued subject to the Rules of the Texas Commission on Environmental Quality and to its right of continuing supervision.

DATE ISSUED:

For the Commission

DRAFT

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



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APPLICATION NO. 13841

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Sims Southwest Corporation seeks a temporary water use permit to divert and use not to exceed 10 acre-feet of water, within a period of one year, from a point on Buffalo Bayou (Houston Ship Channel), tributary of the San Jacinto River, San Jacinto River Basin, at a maximum diversion rate of 0.65 cfs (290 gpm) for industrial purposes in Harris County.

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The application and partial fees were received on May 25, 2022. Additional information and fees were received on December 12, 14, and 16, 2022 and February 13, 17, and 22, 2023. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on March 8, 2023.

The Executive Director completed the technical review of the application and prepared a draft permit. The draft permit, if granted, would include special conditions including, but not limited to, a requirement to take reasonable measures to reduce impacts to aquatic resources due to impingement and entrainment. The application, technical memoranda, and Executive Director's draft permit are available for viewing on the TCEQ web page at:

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information section below, by _____. 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 by _____. The Executive Director may approve the application unless a written request for a contested case hearing is filed by _____.

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 permit 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 permit 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 WRTP 13841 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. 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

INTEROFFICE MEMORANDUM

To: Natalia Ponebshek, Project Manager
Water Rights Permitting Team

Date: April 24, 2023

Through: Leslie Patterson, Team Leader 
Resource Protection Team

From: Richard Schmoyer, Aquatic Scientist
Resource Protection Team

Subject: Sims Southwest Corporation
WRTP 13841
CN605379064
Buffalo Bayou (Houston Ship Channel), San Jacinto River 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

Sims Southwest Corporation (Applicant) seeks a temporary water use permit to divert a maximum of 10 acre-feet of water within a three-year period from a point on Buffalo Bayou (Houston Ship Channel), San Jacinto River Basin, at a maximum diversion rate of 0.65 cfs (290 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 adopted environmental flow standards for Buffalo Bayou. The Applicant's proposed diversion point is located in the tidally influenced portion of Buffalo Bayou.

RECOMMENDATIONS

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

1. 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 on any diversion structure(s).

Richard Schmoyer

Richard Schmoyer, Aquatic Scientist
Resource Protection Team

Texas Commission on Environmental Quality

INTEROFFICE MEMORANDUM

To: Natalia Ponebshek, Project Manager
Water Rights Permitting Team

Date: May 2, 2023

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

TG Trent Gay, Team Leader
Surface Water Availability Team

From: Andrew Maria, Hydrologist
Surface Water Availability Team

Subject: Sims Southwest Corporation
WRTP 13841
CN605379064
Buffalo Bayou, San Jacinto River Basin
Harris County

HYDROLOGY REVIEW

Application Summary

Sims Southwest Corporation (Applicant) seeks a temporary water use permit to divert a maximum of 10 acre-feet of water within a three-year period from a point on Buffalo Bayou (Houston Ship Channel), San Jacinto River Basin, at a maximum diversion rate of 0.65 cfs (290 gpm) for industrial purposes in Harris County.

The application was declared administratively complete on March 8, 2023.

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 April 24, 2023 memorandum.

Staff reviewed current conditions in the San Jacinto River Basin to determine whether surplus water is available for this request. Staff notes that the most recent Drought Monitor (April 25, 2023) indicates that the portion of Harris County where the application is located is not experiencing any drought conditions.

The Water Rights Analysis Package (WRAP) simulates management of the water resources of a river basin. TCEQ uses WRAP in the evaluation of water right permit applications using priority-based water allocations. WRAP is a generalized simulation model for application to any river basin, and input datasets must be developed for the particular river basin of concern. The TCEQ developed water availability models (WAMs) for Texas' river basins that include geographical

information, water right information, naturalized flows, evaporation rates, and specific management assumptions. Hydrology staff utilizes WRAP to evaluate water rights applications to determine water availability and to ensure that senior water rights are protected.

The application is located in a portion of Buffalo Bayou (Houston Ship Channel), where the water rights are considered saline; therefore, a water availability analysis is not necessary. However, by rule, the application was evaluated in accordance with 30 TAC §298.225(a) to determine whether the authorization requested in the application would reduce the long-term frequency on a seasonal or annual basis at which the volumes of freshwater inflows described in that subsection occur. Staff used the Full Authorization simulation of San Jacinto River WAM, with the application included, to calculate the frequencies at which the volumes of freshwater inflows occur. Results of the analysis indicate that there is no reduction of the frequencies below the frequencies specified in the rule. Therefore, staff's opinion is that the application would not result in a reduction of freshwater inflows on a seasonal or annual basis.

The diversion requested in the application is for a short period of time (three years). The temporary permit will be junior to all existing water rights and subject to suspension if water is needed for those water rights. Staff's opinion is that existing water rights will not be affected by this short-term permit.

Conclusion

Hydrology staff can support granting the application provided the permit includes Resource Protection Staff's special condition.

Andrew Maria

Andrew Maria, Hydrologist

Natalia Ponebshek

From: Amy Hickman <[REDACTED]>
Sent: Monday, April 10, 2023 1:32 PM
To: Natalia Ponebshek
Subject: RE: WRTP Documentation

Thank you!

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Monday, April 10, 2023 1:14 PM
To: Amy Hickman <[REDACTED]>
Subject: RE: WRTP Documentation

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

This application is currently in technical review. Please let me know if you have any further questions.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman <[REDACTED]>
Sent: Monday, April 10, 2023 12:42 PM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Subject: WRTP Documentation

Good afternoon Natalia,

Do you have anything that I can use to show permit status?

Amy Hickman

Sims Metal
EHS Specialist, Southwest Region

21 Japhet St.
Houston, TX 77020

90 Hirsch Rd.
Houston, TX 77020

Mobile: 713-380-9617

www.simsmm.com

[REDACTED]



Our Company Core Values: SAFETY - Integrity - Respect - Transparency - Excellence - Social Responsibility

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Natalia Ponebshek

From: Amy Hickman <[REDACTED]>
Sent: Wednesday, March 8, 2023 5:53 PM
To: Natalia Ponebshek
Subject: Re: Sims Southwest Corporation WRTP 13841 ADC

Thank you!

We will need to work on the permanent permit. I don't want to wait until it's approaching expiration to do something.

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From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Wednesday, March 8, 2023 5:35:47 PM
To: Amy Hickman <[REDACTED]>
Subject: Sims Southwest Corporation WRTP 13841 ADC

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***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Hello,

The abovementioned application is now administratively complete. Please let me know if you have any further questions.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

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TCEQ Interoffice Memorandum

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

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

FROM: Natalia Ponebshek, Project Manager
Water Rights Permitting Team

DATE: March 8, 2023

SUBJECT: Sims Southwest Corporation
WRTP 13841
CN605379064, RN111507281
Application No. 13841 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Buffalo Bayou, San Jacinto River Basin
Harris County

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

Natalia Ponebshek

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
Texas Commission on Environmental Quality

OCC Mailed Notice Required **YES** **NO**

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Erin E. Chancellor, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 8, 2023

Ms. Amy Hickman, EHS Specialist
Sims Southwest Corporation
21 Japhet Street
Houston, TX 77020

VIA E-MAIL

RE: Sims Southwest Corporation
WRTP 13841
CN605379064, RN111507281
Application No. 13841 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Buffalo Bayou, San Jacinto River Basin
Harris County

Dear Ms. Hickman:

This acknowledges receipt, on February 13, 17, and 22, 2023, of additional information.

The application was declared administratively complete and filed with the Office of the Chief Clerk on March 8, 2023. 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 Natalia.Ponebshek@tceq.texas.gov or by telephone at (512) 239-4641.

Sincerely,

Natalia Ponebshek

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
Texas Commission on Environmental Quality

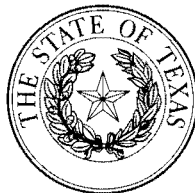
Natalia Ponebshek

From: Amy Hickman [REDACTED]
Sent: Wednesday, February 22, 2023 4:32 PM
To: Natalia Ponebshek
Subject: Amendment
Attachments: TX Certificate of Amendment.pdf

See attached. Let me know if this works. Thanks!

Get [Outlook for iOS](#)

This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.



Office of the Secretary of State

CERTIFICATE OF FILING OF

Sims Southwest Corporation
801527602

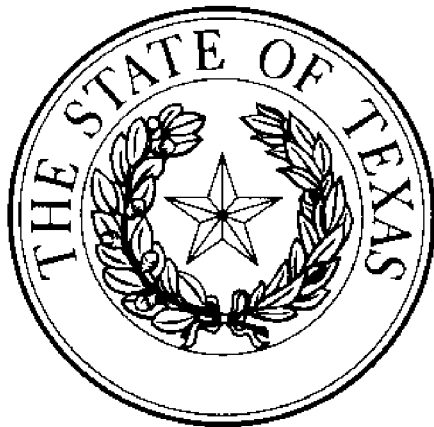
[formerly: Proler Southwest Corporation]

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 06/20/2019

Effective: 06/21/2019



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza
Deputy Secretary of State

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

Call to: Amy Hickman	Call from: TECQ Staff Natalia Ponebshek
Date: 2/21/2023	Applicant: (app name and #) Sims Southwest Corporation 13841
<i>Information for File follows:</i> I called Ms. Hickman to discuss the RFI response, as the submitted deeds were not in the name of the applicant. The contact stated that Sims Southwest Corporation and Proler Southwest Inc are the same company, and she will send me documents to demonstrate this. - <i>Natalia Ponebshek</i> 2/21/2023	
Signed	

Natalia Ponebshek

From: Amy Hickman [REDACTED]
Sent: Friday, February 17, 2023 2:09 PM
To: Natalia Ponebshek
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI 2
Attachments: Japhet Deed of Trust.pdf

Good afternoon,

See attached. I'm hoping this is it.

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Friday, January 13, 2023 3:08 PM
To: Amy Hickman [REDACTED] >
Subject: Sims Southwest Corporation WRTP 13841 RFI 2

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Please find the attached request for information for the abovementioned application. A response is due by February 3, 2023.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.

DEED OF TRUST AND SECURITY AGREEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, PROLER SOUTHWEST, INC., a Texas corporation, hereinafter called "Grantors" (whether one or more), acting herein by and through its duly authorized officer, whose address for notice hereunder is 90 Hirsch Road, Houston, Texas, 77052, of Harris County, Texas, in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by GEORGE MARSHALL, TRUSTEE, hereinafter called "Trustee," whose address for notice is 5 Post Oak Park, 4400 Post Oak Parkway, Houston, Harris County, Texas, 77027, the receipt of which payment is hereby acknowledged and confessed, and of the debt and trust hereinafter mentioned, have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto Trustee, and unto the successor or substitute Trustee hereinafter provided, the real property situated in Harris County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof, reference to which is here made for all purposes, together with all buildings and other improvements thereon and hereafter placed thereon, all rights, titles and interests now owned or hereafter acquired by Grantors in and to all easements, streets and right-of-ways of every kind and nature adjoining the above described property and all public or private utility connections thereto, and all fixtures and other real property, now or hereafter installed on the above described property or the improvements thereon, and all renewals, replacements and substitutions thereof and additions thereto, all of which said property and fixtures shall (except as otherwise provided hereinbelow) be deemed to be a part of and affixed to the above described real property; all of Grantors' interests in any and all leases, subleases, licenses, concessions or other agreements (written or verbal, now or hereafter in effect) which grant a possessory interest in and to, or the right to extract, reside in, sell or occupy the real property or any portion thereof, and all other agreements (collectively, the "Related Agreements", including, but not limited to, utility contracts, maintenance agreements and service contracts, which in any way relate to the occupancy, operation, maintenance, enjoyment or ownership of the above described real property; all of Grantors' rights, titles and interests in and to the rents and other similar revenues and benefits paid or payable for occupying, leasing, licensing, possessing, selling or otherwise enjoying the above described real property or the improvements thereon, all rents, revenues, income and profits arising from all present and future oil, gas and mineral leases on any part of the above described property; and all the estate, right, title and interest of every nature whatsoever of the Grantors in and to all of the foregoing and every part and parcel thereof.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, privileges, hereditaments and appurtenances thereunto in anywise incident, appertaining or belonging (all of which are hereinafter called "premises") unto Trustee, and his successors or substitutes forever; and Grantors hereby bind themselves, their heirs, successors, assigns and legal representatives, to warrant and forever defend title to said premises unto Trustee, his successors and substitutes, against every person whomsoever lawfully claiming or to claim the same or any part thereof provided, however, that, notwithstanding the foregoing or anything to the contrary set forth herein, in that certain Loan Agreement of even date herewith (the "Loan Agreement") between Grantors and Beneficiary, or in any of the other Loan Documents (as such term is defined in the Loan Agreement), the "premises" shall not now or at any time hereafter mean or include, and the lien and security interest created by this Deed of Trust shall not attach to or otherwise cover, (i) except for Borrower's rights in, to and under the "Escrow Agreement" (as such term is defined in Section 7 hereof) and the Related Agreements (in each case together with and all proceeds thereof), any personal property of Borrower or any of its Affiliates, including, without limitation, any "accounts", "equipment" or "inventory" (as each of such terms is defined in the Uniform Commercial Code, as in effect from time to time in the State of Texas or any other applicable jurisdiction), or (ii) any trade fixtures of Borrower or any of its Affiliates,

AFTER RECORDING: ✓
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including, without limitation, any shredders, bailers, shearers or other similar items, whether or not such items are affixed to the premises.

This conveyance is made in trust on the following trusts, terms and conditions, and for the purpose of securing and enforcing the payment of a certain Promissory Note (hereinafter called "Note") dated of even date herewith, in the stated principal sum of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00), being payable as therein provided and finally maturing on January _____, 2009, and bearing interest before and after maturity thereof as therein specified, containing certain accelerating maturity and attorney's fee collection clauses, as specified therein (said Note, including the definition of Event of Default, being incorporated herein by reference), executed by Grantors and payable to the order of SOUTHWEST BANK OF TEXAS, N.A., a national banking association, whose address is 5 Post Oak Park, 4400 Post Oak Parkway, Houston, Harris County, Texas, 77027 (hereinafter, together with any subsequent holder of the Note, called "Beneficiary") in lawful money of the United States of America; all renewals, rearrangements, modifications and/or extensions of the Note; and all other sums of money which may be hereafter paid or advanced by or on behalf of Beneficiary under the terms and provisions of this Deed of Trust and Security Agreement (hereinafter called "Deed of Trust"); any additional loans made by Beneficiary to Grantors (it being contemplated that Beneficiary may lend additional sums to Grantors from time to time, but shall not be obligated to do so, and Grantors hereby agreeing that any such additional loans shall be secured by this Deed of Trust); obligations and liabilities to Beneficiary of the Grantors created under that certain Environmental Certificate with Representations, Covenants and Warranties executed by Grantors of even date herewith (all of which are hereinafter referred to as the "indebtedness"). Default in the terms of any note evidencing such past, present or future indebtedness or default in the terms of any Deed of Trust securing same shall be an event of default and a breach of covenant under all of said notes and Deeds of Trust and will give Beneficiary the right to accelerate the payment of all said notes and to foreclose under the terms of all the Deeds of Trust. *lee*

Grantors hereby expressly covenant and agree that:

1. Grantors will pay the Note and indebtedness secured hereby in accordance with the terms and provisions thereof.
2. The execution of this Deed of Trust shall not impair or affect any other security which may be given to secure the payment of the indebtedness secured hereby, and all such additional security shall be considered as cumulative. The taking of additional security, execution of partial releases of the security or any extension of time of payment of the indebtedness secured hereby, shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, surety, guarantor or endorser for the payment of said indebtedness.
3. Grantors will pay as same come due and before same become delinquent, all taxes, assessments and other charges imposed, levied or assessed against the premises.

Notwithstanding the foregoing, Grantors may contest such taxes and assessments and other charges if, and so long as, (a) Grantors shall have reasonably notified Beneficiary of same; (b) Grantors shall diligently and in good faith contest the same by appropriate proceedings which shall operate to prevent the enforcement or collection of the same and prevent the forced sale of the Property; (c) upon reasonable request from Beneficiary, Grantors shall have furnished to Beneficiary a security to assure payment of the matters under contest and to prevent any sale or forfeiture of the Property; (d) Grantors shall promptly upon final determination thereof pay the amount of any such taxes or other charges.

4. Grantors will keep the premises in good condition and repair in keeping with the condition and repair of properties of a similar use, value, age, nature and construction and will not commit or permit any waste, impairment or deterioration of the same and generally will not do any act by which the value of the above described premises may become materially impaired.

5. Grantors will insure and keep insured all buildings and improvements now or hereafter located on the premises against loss or damage by fire; flooding, if the premises are located in a flood hazard area as designated by appropriate governmental authorities; and such other hazards as Beneficiary may reasonably require taking into account customary lender requirements for insurance for properties of a similar use, value, age, nature and construction, in insurance companies reasonably approved by Beneficiary in form and in amounts satisfactory to Beneficiary, provided, that Beneficiary shall not require that the amount of such coverage exceed the lesser of full replacement value or that amount of coverage required to pay the sums secured by this Deed of Trust. Such insurance policies shall contain loss payable clauses (standard mortgagee clauses) in favor of the Beneficiary as its interest may appear. Such policies and all renewals shall be delivered immediately to and held by Beneficiary together with receipts showing payment of all premiums thereon. Beneficiary is authorized to collect and apply the proceeds of such insurance, less a reasonable collection expense, at its option, either to the sums secured by this Deed of Trust, whether due or not, (in such manner and in such order with respect to maturities as Beneficiary shall determine), or to restoration or repair of the property damaged. No interest shall accrue or be payable to Grantors on any money collected and held by Beneficiary under said policies. The provisions herein shall not create any duty on the part of the Beneficiary to collect insurance proceeds and the Beneficiary shall not be liable for the failure to collect same regardless of the cause of such failure. In the event of foreclosure of this Deed of Trust or other transfer of the premises, in extinguishment of the indebtedness secured hereby, complete title to all policies held by the Beneficiary, all proceeds thereof resulting from damages to the properties prior to sale or acquisition, and all unearned premiums thereon shall pass to and vest in the purchaser or grantee. It is expressly acknowledged and agreed that procurement of insurance on said premises from any particular agent, broker or underwriter has not been directly or indirectly required by Beneficiary as a condition for making the loan secured hereby.

Notwithstanding the foregoing, Grantors may adjust losses aggregating not in excess of \$50,000 and shall use the proceeds thereof to repair or restore the Property. Further, in the event of any insured damage to or destruction of the Property or any part thereof in excess of \$50,000, the proceeds shall be made available for repair of the Property as follows: (a) if in the reasonable judgment of Beneficiary, the Property can be restored within six (6) months after insurance proceeds are made available (b) no Event of Default shall have occurred and be then continuing; (c) Grantors will diligently prosecute repair in accordance with the requirements of applicable laws relating to such repairs; (d) Grantors shall pay all costs repair in excess of the net proceeds of insurance; (e) the Property shall be repaired to substantially the same character as prior to such damage or destruction; (f) Grantors shall provide evidence of payments including waivers of lien, title insurance endorsements, and such other evidences of cost, payment and performance as Beneficiary may reasonably require and approve; (g) any surplus after repair shall be applied to the Debt. In no event shall Beneficiary assume any duty or obligation for the adequacy, form or content of any such plans and specifications, nor for the performance, quality or workmanship of any restoration, repair, replacement and rebuilding.

6. Subject to Grantors right of contest as provided for above, if Grantors fail to pay before delinquency all taxes, assessments, maintenance charges and other charges imposed, levied or assessed against said property or to maintain the insurance coverage, all as herein provided, Beneficiary may, at its option and without waiver of any other rights granted by this Deed of Trust for breach of the covenants contained herein, procure and pay for any such insurance coverage and pay any such taxes, assessments, maintenance charges and other charges, including any sums that may be necessary to redeem the premises from tax sale, without obligation to inquire into the validity of any such taxes, assessments, charges and tax sales, the receipts of the

proper officers being conclusive evidence of the validity and amount thereof. All amounts so paid by Beneficiary shall immediately become due and payable on demand to Beneficiary, and shall bear interest from the date of disbursement at the rate payable on the outstanding principal sum under the Note secured hereby, and all such amounts shall become additional indebtedness secured by this Deed of Trust.

7. Following an Event of Default, Grantors shall create, at the option of Beneficiary, an escrow account (the "Escrow Account") for the payment of taxes, assessments, and maintenance charges levied and to be levied against the premises. At the request of Beneficiary, Grantors shall (1) deposit in the Escrow Account a sum that will be sufficient to pay such taxes, assessments and maintenance charges with respect to the premises attributable to the period beginning on the last date on which each such charge would have been paid under the normal lending practice of the Beneficiary and local custom and ending on the due date of the first full installment payment under the Note, plus one-sixth of the estimated total amount of such taxes and other charges to be paid on dates, as provided above, during the ensuing twelve month period, and (2) deposit the Escrow Account in any month beginning with the first full installment payment under the Note (for the purpose of assuring payment of taxes, insurance premiums and other charges with respect to the premises) a sum of (a) one-twelfth of the total amount of the estimated taxes and other charges with are reasonably anticipated to be paid on date during the ensuing twelve months which dates are in accordance with the normal lending practice of Beneficiary and local custom, plus (b) such as is necessary to maintain an additional balance in the Escrow Account not to exceed one-sixth of the estimated total amount of such taxes, assessments and maintenance charges to be paid on dates, as provided above, during the ensuing twelve month period, provided however, that in the event that Beneficiary determines there will be or is a deficiency Beneficiary shall not be prohibited from requiring additional monthly deposits in the Escrow Account to avoid or eliminate such deficiency. Any deficiency in the amount maintained in the Escrow Account shall be paid by Grantors to Beneficiary on or before the date any such taxes and maintenance charges shall be due and payable. Funds maintained in the Escrow Account may be commingled by the Beneficiary with other funds, and Grantors shall not be entitled to receive any interest thereon. Such funds are pledged to Beneficiary as additional security for the sums secured by this Deed of Trust, and the liens of this Deed of Trust shall at all times extend to said sums, which said sums shall not be assignable or refundable (except as herein provided) until all indebtedness secured by this Deed of Trust has been paid in full. In the event of default under this Deed of Trust, any part or all of such funds may be applied by Beneficiary to said indebtedness. Beneficiary's failure to require the creation of the Escrow Account and the deposit of any funds therein shall not be deemed as a waiver of Beneficiary's right to require the creation of the Escrow Account and the deposit of funds therein in the future.

8. Grantors will not suffer or permit any lien superior or equal to the lien created hereby to attach to or to be enforced against the premises.

9. If this Deed of Trust is on a unit in a condominium or a planned unit development, Grantors shall perform all of Grantors obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

10. If any part of the premises shall be taken for public use under the power of eminent domain, Beneficiary shall have the right to receive and collect all amounts and damages awarded by such condemnation proceedings and apply the same to the indebtedness secured hereby in such manner and in such order with respect to maturities as Beneficiary shall determine. Notwithstanding the foregoing, Grantors may adjust losses aggregating not in excess of \$50,000 and shall use the proceeds thereof to restore the Property. Further, in the event of any condemnation in excess of \$50,000, the proceeds shall be made available to restore the Property as follows: (a) if in the reasonable judgment of Beneficiary, the Property can be restored within six (6) months after proceeds are made available (b) no Event of Default shall have occurred and be then continuing; (c) Grantors will diligently prosecute restoration in accordance with the requirements of

applicable laws relating thereto; (d) Grantors shall pay all costs repair in excess of the net proceeds of condemnation; (e) the Property shall be repaired to substantially the same character as prior to such damage or destruction; (f) Grantors shall provide evidence of payments including waivers of lien, title insurance endorsements, and such other evidences of cost, payment and performance as Beneficiary may reasonably require and approve; (g) any surplus after repair shall be applied to the Debt. In no event shall Beneficiary assume any duty or obligation for the adequacy, form or content of any such plans and specifications, nor for the performance, quality or workmanship of any restoration, repair, replacement and rebuilding.

11. Grantors expressly waive and renounce the benefit of all present and future laws providing for any appraisal before sale of any of the property covered by this Deed of Trust, commonly known as "appraisal laws," and all present and future laws extending in any manner the time for enforcement of collection of the indebtedness secured hereby, commonly known as "stay laws" and "redemption laws."

12. If, subsequent to the execution and delivery of this Deed of Trust, it should be ascertained that there is a defect in the title of Grantors to the premises, or that there is a lien of any nature whatsoever on any part of the premises, which is equal or superior in rank to the lien granted by this instrument, or if a homestead claim is asserted to any part of the premises adverse to this trust, or if Grantors or any subsequent owner of the premises become insolvent or bankrupt, or a receiver be appointed for their property, or a petition for reorganization, arrangement, receivership, bankruptcy or any proceeding for protection under the Bankruptcy Act or proceedings related to any of the foregoing be filed by or against Grantors or any subsequent owner of the premises, then in any such event (which event shall be deemed a default or event of default) any Beneficiary shall have the right to declare the indebtedness secured hereby at once due and payable without demand or notice, and the lien granted by this Deed of Trust may be foreclosed.

13. (a) If the indebtedness secured hereby is fully paid in accordance with the terms and provisions of this instrument, the Note and any other instrument evidencing any indebtedness secured hereby, and if the covenants and agreements contained herein and in any other instrument executed in connection with the indebtedness are kept and performed, then this conveyance shall become null and void and shall be released at the expense of Grantors; otherwise, the same shall remain in full force and effect; and if Grantors shall fail to pay any part of the indebtedness secured hereby within seven (7) days of the date due, or Grantors shall fail to perform any of the covenants and agreements contained in this instrument and such failure continues for fifteen (15) days after notice thereof to said guarantor; provided, that if such failure cannot reasonably be cured within fifteen (15) days, the time to cure shall be extended up to an additional thirty (30) days provided that such guarantor promptly commences and diligently pursues cure of the default, or if there is an occurrence of an Event of Default as provided in the Note which has not been cured within any applicable grace or cure period therein provided, or in any document executed in connection therewith which has not been cured within any applicable grace or cure period therein provided, then the entire indebtedness secured hereby shall, at once or at any time thereafter while any part of said indebtedness remains unpaid, at the option of any Beneficiary, become due and payable without demand or notice (all rights to demand and notice being hereby expressly waived), and it shall thereupon be the duty of the above named Trustee, or his successor or substitute, as hereinafter provided, to enforce this trust at the request of any Beneficiary (which request shall be presumed) and to sell the premises with or without first having taken possession of the same and in whole or in part, as the acting Trustee may elect (all rights to a marshalling of assets of Grantors being expressly waived hereby), to the highest bidder for cash at public auction at the Courthouse door of the County in which said premises are situated (or if the real property above described is located in more than one County, the sale may be made at the Courthouse in any County in which the property is located) on the first Tuesday of any month between the hours of 10 A.M. and 4 P.M., after giving notice of the time, place and terms of sale (as required by the Texas Property Code as then amended) and the premises to be sold by (i) the acting Trustee or any person chosen by him posting or causing to be posted written notice thereof at least twenty-one (21) days preceding the date of said sale at the County Courthouse door of said County and to file in the office of the County Clerk of each County in which the real property is located a copy of the notice posted at the County Courthouse door

of said County, and (ii) the Beneficiary or any person chosen by it, at least twenty-one (21) days preceding the date of said sale, serving written notice of such proposed sale by certified mail on each debtor obligated to pay the indebtedness evidenced by the Note according to the records of Beneficiary. Service of such notice to each debtor shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to each debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. In the alternative, such notice and sale may be accomplished in such manner as permitted or required by Title 5, §51.002 of the Texas Property Code relating to the sale of real property under contract lien and/or by Chapter 9 of the Texas Business and Commerce Code relating to the sale of collateral after default by a debtor (as said title and chapter now exist or may be hereafter amended or succeeded), or by any other present or subsequent articles or enactments relating to same. Nothing contained in this Paragraph 13(a) shall be construed to limit in any way Trustee's rights to sell the premises by private sale, if, and to the extent that, such private sale is permitted under the laws of the state where the premises (or that portion thereof to be sold) is located, or by public or private sale after entry of a judgment by any court of competent jurisdiction ordering same. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. After such sale, the acting Trustee shall make due conveyance with general warranty to the purchaser or purchasers, and the Grantors bind themselves, their heirs, assigns, executors, administrators, successors and legal representatives to warrant and forever defend the title of such purchaser or purchasers.

(b) Upon the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right and option to proceed with foreclosure in satisfaction of such item or items by directing the Trustee, or his successor or substitute as hereinafter provided, to proceed as if under a full foreclosure, conducting the sale as herein provided, and without declaring the whole debt due, and provided that if sale is made because of default as hereinabove mentioned, such sale may be made subject to the unmatured part of the Note and the indebtedness secured hereby, and it is agreed that such sale, if so made shall not in any manner affect any other obligation or obligations secured hereby but as to such other obligations this Deed of Trust and the liens created hereby shall remain in full force and effect just as though no sale had been made under the provisions of this Paragraph 13(b). It is further agreed that several sales may be made hereunder without exhausting the right of sale for any other breach of any of the obligations secured hereby, it being the purpose to provide for a foreclosure and a sale of the premises for any matured portion of any of the indebtedness secured hereby or other items provided for herein without exhausting the power to foreclose and to sell the premises for any other part of the indebtedness secured hereby whether matured at the time or subsequently maturing.

(c) The proceeds from any such sale shall be applied by the acting Trustee as follows: (1) To the payment of all expenses of advertising, selling and conveying said premises; (2) To the payment to Beneficiary of all unpaid principal, accrued interest to date of sale, reasonable attorney's fees and trustee's fees and all other indebtedness secured hereby; and (3) The balance, if any, shall be paid to Grantors. It is agreed, however, that Grantors shall remain liable to Beneficiary for any deficiency to the extent permitted by applicable law.

(d) The acting Trustee hereunder shall have the right to sell the premises in whole or in part and in such parcels and order as he may determine, and the right of sale hereunder shall not be exhausted by one or more sales, but successive sales may be had until all of the premises have been legally sold. In the event any sale hereunder is not completed or is defective in the opinion of Beneficiary or the holder of any part of the indebtedness, such sale shall not exhaust the power of sale hereunder, and Beneficiary or such holder shall have the right to cause a subsequent sale or sales to be made by the Trustee or any successor or substitute Trustee. Likewise, Beneficiary may become the purchaser at any such sale if it is the highest bidder, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the indebtedness owing in lieu of cash payment. The purchaser or purchasers at foreclosure shall have the right to affirm or disaffirm any lease of said premises.

(e) It shall not be necessary for the acting Trustee to have constructively in his possession any part of the real or personal property covered by this Deed of Trust, and the title and right of possession of said property shall pass to the purchaser or purchasers at such sale as fully as if the same had been actually present and delivered. Likewise, on foreclosure of this Deed of Trust whether by power of sale herein contained or otherwise, Grantors or any person claiming any part of the premises by, through or under Grantors, shall not be entitled to a marshalling of assets or a sale in inverse order of alienation.

(f) The recitals and statements of fact contained in any notice or in any conveyance to the purchaser or purchasers at any such sale shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed.

(g) Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantors, their heirs, successors, assigns and legal representatives.

14. In the event of a foreclosure under the powers granted by this Deed of Trust, Grantors, and all other persons in possession of any part of the premises, shall be deemed tenants at will of the purchaser at such foreclosure sale and shall be liable for a reasonable rental for the use of said premises; and if any such tenants refuse to surrender possession of said premises upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantors expressly waive all damages sustained by reason thereof. This remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise. This Deed of Trust and Trustee's Deed executed under the powers created hereby shall be, in any action of forcible detainer, prima facie evidence of the existence of the relationship of landlord and tenant as between the purchaser and Grantors, their tenants and/or assigns.

15. In case of the death, inability, refusal or incapacity of the herein named Trustee to act, or at the option of any Beneficiary at any time and without cause or notice, a successor or substitute Trustee may be named, constituted and appointed. Successor or substitute Trustees may be named, constituted and appointed without procuring the resignation of the former Trustee and without other formality than the execution and acknowledgment by Beneficiary of a written instrument (which instrument, if Beneficiary is a corporation, shall be executed by the President or any Vice-President and without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor or substitute Trustee, whereupon such successor or substitute Trustee shall become vested with and succeed to all of the rights, titles, privileges, powers and duties of the Trustee named herein. Such right of appointment of a substitute or successor Trustee shall exist as often and whenever for any of said causes the original or successor or substitute Trustee cannot or will not act or has been removed as herein provided.

16. This Deed of Trust and the Note have been executed and delivered in the State of Texas and are to be construed and enforced in accordance with the laws of the State of Texas. If any terms or provisions contained herein are in conflict with the laws of the State of Texas or would operate to invalidate this Deed of Trust, such terms and provisions shall be held for naught, but the remainder of the terms and provisions shall remain in full force and effect. Likewise, in no event and upon no contingency shall Grantors be required to pay interest on the indebtedness secured hereby in excess of the rate allowed by the laws of the State of Texas. It is the intention of the parties hereto to conform strictly to the usury laws now in force in the State of Texas. Accordingly, notwithstanding anything contrary in the Note, this Deed of Trust or any other agreement entered into in connection herewith, it is agreed as follows: (i) the aggregate of all charges which constitute interest under the laws of the State of Texas that are contracted for, chargeable or receivable under the Note, this Deed of Trust or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest permitted by law, and any excess shall be cancelled automatically and, if

theretofore paid, shall, at Beneficiary's option, be either refunded to Grantors or credited on the principal amount of the Note; and (ii) determination of the rate of interest shall be made by amortizing, prorating, allocating and spreading, in equal parts during the period of the full stated term of the loan, all interest at any time contracted for, charged, or received from Grantors in connection with the loan; and (iii) in the event that the maturity of the Note is accelerated by reason of an election of Beneficiary resulting from a default under the Note, this Deed of Trust or any agreement entered in to in connection herewith, or in the event of any required or permitted prepayments, then such charges that constitute interest may never include more than the maximum amount permitted by law, and interest in excess of that permitted by law, if any, provided for in the Note, this Deed of Trust or otherwise shall be cancelled automatically and, if theretofore paid, shall, at Beneficiary's option, be either refunded to Grantors or credited on the principal amount of the Note.

17. This instrument shall be deemed to be and may be enforced from time to time as a Deed of Trust, Chattel Mortgage, Assignment, Contract, Security Agreement, Financing Statement, or Lien on Machinery Situated on Realty, and from time to time as any one or more thereof, and shall constitute a "fixture filing" for purposes of Article 9 of the Texas Uniform Commercial Code.

18. If the lien created by this Deed of Trust shall be invalid or unenforceable as to any part of the indebtedness secured hereby, the unsecured portion of said indebtedness shall be completely paid and liquidated prior to the payment and liquidation of the remaining and secured portion of said indebtedness, and all payments made on said indebtedness shall be considered to have been first paid on and applied to the complete payment and liquidation of that portion of the indebtedness which is not secured by the lien of this Deed of Trust.

19. It is understood and agreed that the proceeds of the Note, to the extent that the same are utilized to take up any outstanding liens and charges against the premises, or any portion thereof, have been advanced by Beneficiary at Grantors' request and upon Grantors' representation that such amounts are due and payable. Beneficiary shall be subrogated to any and all rights, superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens however remote regardless of whether said liens are acquired by assignment or are released by the holder thereof upon payment.

20. Grantors agree not to convey or contract to convey the premises, in whole or in part, without first obtaining the prior written consent of Beneficiary. Beneficiary shall be under no obligation to consent to any sale or conveyance. Should Grantors, without obtaining the prior written consent of Beneficiary, convey or contract to convey the premises, in whole or in part, any Beneficiary shall have the right and option to declare the entire amount of the indebtedness secured hereby to be due and payable. Beneficiary may exercise such right and option by giving written notice to Grantors and to the Grantees to whom such premises was sold or conveyed that the entire indebtedness has been declared due and payable and demand payment thereof. Such right and option may be exercised by any Beneficiary at any time during the period of one year from the date the contract to convey or conveyance was executed and notice thereof given to Beneficiary. The failure to pay the indebtedness so declared to be due in full within forty-five (45) days after the giving of such notice shall constitute an event of default under this Deed of Trust and the Trustee hereunder shall be and is hereby authorized and empowered when requested to do so by Beneficiary after such default to sell the premises as herein provided. Should Grantors, with the prior written consent of Beneficiary, convey or contract to convey the premises herein described, either Grantors or the new owner must pay to Beneficiary a reasonable and customary transfer fee that it is charging at the time of such conveyance or contract to convey for all such transfers. The payment of such fee will not affect or impair the rights and options granted to Beneficiary herein. In the event ownership of the property herein described (or any part thereof or interest therein) becomes vested in a person other than the Grantors, regardless of how the same may occur and whether with or without the written consent of Beneficiary, the Beneficiary may, without notice to the Grantors, deal with such successor or successors in interest with reference to this Deed of Trust and to the debt hereby secured in the same manner as with the Grantors without limiting or discharging the liability of Grantors under this Deed

of Trust and the indebtedness secured hereby. Sale of the premises by Grantors, forbearance by Beneficiary, extensions of the time of payment of the indebtedness secured hereby or acceleration of the time of payment of the indebtedness secured hereby and the subsequent reinstatement of same, shall not operate to release, discharge, modify, change or affect the original liability of Grantors in whole or in part. For purposes of this paragraph, a sale or transfer shall not be deemed to include a lease of space or granting of an easement in the ordinary course of business.

21. To further secure said indebtedness (but subject in any event to the proviso to the second paragraph of this Deed of Trust), Grantors hereby grant to Beneficiary a security interest in and to the premises insofar as such premises consists of fixtures and personal property as hereinabove described, subject to the provisions of the Texas Uniform Commercial Code, and to the full extent permitted thereby, including the proceeds and products of and from any and all of such personal property and fixtures. If any Event of Default occurs under the terms of the Note or this instrument, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a Secured Party by the Texas Uniform Commercial Code with reference to the personal property and fixtures constituting the premises, or the Trustee or Beneficiary may proceed as to both the real and personal property constituting the premises, in accordance with the rights, powers and remedies granted under this instrument in respect of the real property covered hereby. Without limiting Beneficiary's rights hereunder, Grantors authorize Beneficiary to file financing statements covering the premises and amendments thereto under the provisions of the Texas Uniform Commercial Code as amended from time to time.

22. It is expressly agreed and understood that the exercise of any option in this Deed of Trust by the Beneficiary shall not be considered as a waiver of its right to exercise any other option provided herein and the failure or the refusal to exercise any such option shall not be considered as a waiver of the option and further that the Beneficiary shall not be guilty of waiver or estoppel by not immediately accelerating the maturity of the indebtedness upon the happening of any of the events herein set forth or upon the breach by Grantors of any covenants or agreements herein contained, but shall be entitled to accelerate said indebtedness at its option at any time after the occurrence of any such event or breach and the acceptance of payments shall in no manner be construed as a waiver or estoppel of such right to accelerate.

23. The terms and provisions of Paragraph Sixteen (16) above pertaining to the payment of interest in strict accordance with the usury laws of the State of Texas shall include and be construed together with modifications and pre-emptions thereof by applicable Federal Laws from time to time existing.

24. From time to time Beneficiary may obtain an updated appraisal on the value of the premises and upon demand Grantors shall reimburse Beneficiary for the cost of the updated appraisal. Furthermore, Grantors agree that in the event an independent appraisal is required by any governmental agency, Grantors will pay the cost of such appraisal and will pay such sums and perform such acts as may be required by such agency to make the loan a conforming loan under existing governmental regulations governing the Beneficiary.

25. In consideration for Beneficiary accepting and agreeing to this Deed of Trust, the Grantors, upon demand by Beneficiary, shall deliver to Beneficiary current Financial Statements as provided for in that certain Loan Agreement of even date herewith.

26. If, without the prior written consent of Beneficiary, which consent may be given or withheld by Beneficiary in the exercise of its sole and absolute discretion, Grantors create any lien or encumbrance subordinate to this Deed of Trust, then Beneficiary may, at its option, declare all or part of the indebtedness immediately due and payable, and Beneficiary shall be entitled to exercise any and all remedies provided under this Deed of Trust.

27. On or before January 31 of each calendar year, Grantors agree to furnish to Beneficiary copies of paid receipts from all taxing authorities which levy real estate taxes, assessments and/or stand-by fees against the premises and evidence that the maintenance assessment against the premises has been paid current. Beneficiary may, at the expense of Grantors, secure tax certificates from time to time issued by a company or companies in the business of determining the status of outstanding real estate taxes, assessments, stand-by fees, maintenance charges and other charges imposed against the premises. Grantors shall reimburse Beneficiary for the costs of such certificates upon demand by Beneficiary, and such amount shall bear interest from the date of disbursement by Beneficiary at the rate of interest payable on the principal sums outstanding on the Note. All such amounts shall become a part of the indebtedness secured hereby.

28. To further secure said indebtedness, Grantors hereby assign (to the extent assignable) to Beneficiary all of its rights in, to and under the Related Agreements, including all utilities and utility capacity (including but not limited to water, storm, sewer and sanitary sewer) now or hereafter available to the premises. Grantors hereby agree to maintain the utilities to the premises so long as this Deed of Trust is in full force and effect. Grantors shall not permit the termination, transfer and/or sale of such utilities and utility capacity without the express written consent of Beneficiary. Grantors hereby grant to Beneficiary a security interest in and to such utilities and utility capacity available to the premises, subject to the provisions of the Texas Uniform Commercial Code, and to the full extent permitted thereby, including the proceeds and products thereof. If any Event of Default occurs and is continuing under the terms of the Note or if any default occurs and is continuing under this instrument, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded to Secured Party by the Texas Uniform Commercial Code with reference to such utilities, utility capacity and the availability thereof in which Beneficiary has been granted a security interest herein, or the Trustee or Beneficiary may proceed as to both the real and personal property covered hereby in accordance with the rights, powers and remedies granted under this instrument in respect of the real property covered hereby. Grantors agree to execute financing statements covering such utilities and utility capacity upon request by Beneficiary.

29. Grantors warrant and represent to Beneficiary that there is currently available to the premises sufficient utility capacity (water and sanitary sewer) for the use of the premises. Grantors will take whatever action necessary to maintain the availability of such utilities to the premises until the indebtedness secured hereby is paid in full (including remitting in a timely fashion any charges required by the governmental authorities). Upon request by Beneficiary, Grantors agree to furnish to Beneficiary proof of the continued availability of such utilities to the premises. Should Beneficiary, in its opinion, deem it necessary to incur expenses and costs in order to maintain the availability of such utilities, Beneficiary is authorized to do so and such expenses and costs shall be a part of the indebtedness secured hereby which shall be due and payable by Grantors to Beneficiary upon demand, together with interest thereon from the date such expenses and costs were incurred by Beneficiary until paid at the rate of interest accruing under the Note. Failure to remit such payment by Grantors upon demand by Beneficiary shall be a default hereunder.

30. All lease agreements must be expressly subordinate to the Note and the liens securing same. Beneficiary may require a subordination of lease agreement, in a form and substance satisfactory to Beneficiary, signed by the tenant or proposed tenant. Grantors shall notify Beneficiary of any default in any material respect of any tenant under any lease agreement. Upon request by Beneficiary from time to time, Grantors shall furnish to Beneficiary all existing leases, all guaranty agreements executed in connection with such leases, a current rent-roll and any other lease information requested by Beneficiary.

31. The term Event of Default is defined in the Note. Any reference to an Event of Default in this Deed of Trust shall mean an Event of Default as defined in the Note.

32. The covenants and agreements herein contained shall be joint and several and shall inure to the benefit of and be binding upon the respective heirs, successors, assigns, and legal representatives of the

parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

33. The indebtedness herein described and hereby secured is additionally secured by a vendor's lien retained in favor of SOUTHWEST BANK OF TEXAS, N.A., in Deed of even date herewith, to the undersigned covering Tracts I through VII as described on attached Exhibit "A", which vendor's lien and this Deed of Trust secure the payment of said indebtedness in the principal amount of \$2,500,000.00, and it is agreed that this Deed of Trust is cumulative of and without prejudice to said lien and title and that a foreclosure hereunder will operate to foreclose said vendor's lien, said Deed being referred to for all purposes.

EXECUTED on this the 21st day of January, 2004.

PROLER SOUTHWEST, INC., a Texas corporation

By: [Signature]
Name: WILLIAM T. PROLER
Title: PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

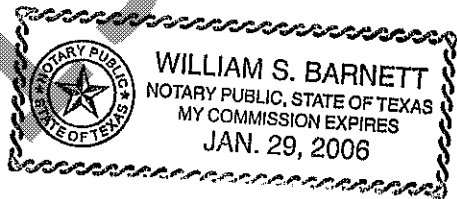
This instrument was acknowledged before me on this 21st day of January, 2004, by WILLIAM T. PROLER, _____ President of PROLER SOUTHWEST, INC., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

H:\sp\Southwest Bank\2nd Proler\Final Dt.doc

After Recording Return to:

RECORDER'S MEMORANDUM
Acknowledgment Incomplete



COPY

EXHIBIT "A"

TRACT I (fee simple):

That certain tract of land containing 12.420 acres out of the Harris & Wilson Two League Survey, Abstract 32, and being more particularly described by metes and bounds as follows:

All that certain 12.42 acres of land being all that same 12.420 acre tract described in the deed from Robert L. Ellett, et al., to Louis Dreyfus Corporation recorded under File No. L271947, in the Official Public Records of Real Property of Harris County, Texas, out of the 51.80 acre tract of land described in the deed from Reconstruction Finance Corporation to H.H. Coffield, recorded under Volume 1834, Page 286 in the Deed Records of Harris County, Texas, and being more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plan Coordinate System, South Central Zone)

BEGINNING at a 1" galvanized iron pipe found for the most southerly southwest corner of the herein described tract common to the northwest corner of the 8.1311 acre tract described in the deed from New Kelly Corp. to Kelly Manufacturing Company, recorded under File No. J728633, in the Official Public Records of Real Property of Harris County, Texas, and an interior corner of the aforesaid 51.80 acre tract;

THENCE N 25° 34' 46" W - 48.31' to a chiseled "X" found in concrete for angle corner;

THENCE N 39° 37' 20" W - 717.43' to a drill hole set in concrete for angle corner;

THENCE N 01° 12' 18" W - 47.80' to a 5/8" iron rod found for angle corner;

THENCE N 46° 12' 18" W - 243.00' to a P.K. nail found for angle corner;

THENCE N 02° 27' 18" W - 30.00' to a 4" metal gate post found for the northwest corner of the herein described tract, in the north line of the aforesaid 51.80 acre tract, common with the south right-of-way line of Dick Street (60' R.O.W.);

THENCE N 87° 32' 42" E - 899.25' along said common line to a P/K nail found for the most northerly northeast corner of the herein described tract, common to the west corner of the 787.5 square foot tract of land described in the deed from Merchant's Compress Co. to the City of

Houston, recorded under Volume 401, Page 165 in the Deed Records of Harris County, Texas;

THENCE S 39° 06' 22" E - 56.60' along the southwest line of said 787.5 square foot tract common with a northwest line of the aforesaid 51.80 acre tract, to a P/K nail set in plank for the most easterly northeast corner of the herein described tract in the west line of the 15.99 acre tract of land described in the deed from R.H. Baker to City of Houston, recorded under Volume 361, Page 34 in the Deed Records of Harris County, Texas;

THENCE S 02° 12' 31" E - 832.07' along the west line of said 15.99 acre tract, common with the east line of the aforesaid 51.80 acre tract to a 5/8" iron rod found for the southeast corner of the herein described tract, common to the northeast corner of the aforesaid 8.1311 acre tract;

THENCE S 89° 01' 38" W - 310.16' along the north line of said 8.1311 acre tract, common with a south line of said 51.80 acre tract to the POINT OF BEGINNING and containing 12.42 acres of land.

TRACT II (easement):

A non exclusive right of way and easement being 11,360 square feet for use as a road or roadway, as therein provided by Easement Agreement dated August 6, 1987, filed August 10, 1987 under Clerk's File No. L 271948, said 11,360 square feet being more particularly described by metes and bounds contained therein.

TRACT III (easement):

A non exclusive right of way and easement being 22,178 square feet for railroad track usage, as therein provided by Easement Agreement dated August 6, 1987, filed August 10, 1987 under Clerk's File No. L 271948, said 22,178 square feet being more particularly described by metes and bounds contained therein.

TRACT IV (easement):

Easement rights as contained in that certain instrument dated June 8, 1938, recorded in Volume 998, Page 439, Deed Records, with map therefor recorded in Volume 15, Page 24, Map Records, Harris County, Texas. Said rights limited by agreement dated June 8, 1942, recorded in Volume 1251, Page 520, Deed Records, Harris County, Texas.

TRACT V (see simple):

All that certain 34.51 acres of land for the residue of the 51.80 acre tract described in the deed from Reconstruction Finance Corporation to H.H. Coffield, recorded under Volume 1834, Page 286, in the Deed Records of Harris County, Texas, out of the Harris and Wilson Two League Survey, A-32, Harris County, Texas, and being more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plan Coordinate System, South Central Zone)

BEGINNING at a 1" galvanized iron pipe found for an angle corner of the herein described tract common to the northwest corner of the 8.1311 acre tract described in the deed from New Kelly Corp. to Kelly Manufacturing Company, recorded under File No. J728633, in the Official Public Records of Real Property of Harris County, Texas, and an interior corner of said 51.80 acre tract;

THENCE S 00° 52' 41" E along the west line of said 8.1311 acre tract at 878.52' passing a 5/8" capped iron rod set for reference and continuing for a total distance of 1010.02' to the southeast corner of the herein described tract, common to the most southerly southeast corner of said 51.80 acre tract, at the natural edge of water of Buffalo Bayou as a reference line;

THENCE along the southwest line of said 51.80 acre tract and said edge of water, for reference, the following courses:

N 65° 35' 17" W - 159.74' to an angle corner;

N 59° 27' 23" W - 134.00' to an angle corner;

N 54° 21' 23" W - 124.58' to an angle corner;

N 40° 48' 35" W - 173.94' to an angle corner;

N 36° 56' 31" W - 107.42' to a metal bulkhead found for an angle corner;

THENCE continuing along said southwest line and along said bulkhead the following courses:

N 73° 35' 23" W - 49.63' to an angle corner;

N 31° 51' 31" W - 127.21' to an angle corner;

N 39° 24' 49" W - 469.55' to an angle corner;

N 56° 10' 31" W - 172.53' to the west end of said bulkhead found for an angle corner;

THENCE continuing along said southwest line and the aforesaid reference line the following courses:

S 87° 10' 24" W - 58.63' to an angle corner;

N 62° 14' 38" W - 38.90' to an angle corner;

N 80° 12' 47" W - 166.92' to an angle corner;

S 75° 02' 32" W - 70.01' to the southwest corner of the herein described tract, common to the southwest corner of the aforesaid 51.80 acre tract;

THENCE N 02° 33' 38" W - 456.48' along the west line of said 51.80 acre tract to the most westerly northwest corner of the herein described tract, common to the southwest corner of the 185,305 square foot tract of land described in the deed from the estate of H.H. Coffield, deceased, to Southwest Industrial Import and Export Co., Inc., recorded under File No. K593104, in the Official Public Records of Real Property of Harris County, Texas, in the called center line of an existing gully and from which point a 5/8" iron rod found for the most northerly northwest corner of said 51.80 acre tract in the south right-of-way line of Clinton Drive bears N 02° 33' 38" W - 1403.04';

THENCE along the southeast line of said 185,305 square foot tract and the called center line meanders of said gully, the following courses;

N 32° 15' 31" E - 97.38' to an angle corner;

N 13° 40' 51" E - 55.08' to an angle corner;

N 34° 44' 54" E - 100.00' to an angle corner;

N 13° 24' 09" E - 74.73' to an angle corner;

N 28° 50' 32" E - 58.31' to an angle corner;

N 13° 49' 25" E - 72.80' to an angle corner;

N 24° 25' 24" E - 82.79' to the most northerly northwest corner of the herein described tract, in the north line of the aforesaid 51.80 tract;

THENCE N 87° 22' 13" E - 159.76' along said north line to a 5/8" iron rod found for an angle corner of the herein described tract in the west right-of-way line of Ida Street, according to the plat of Japhet Subdivision recorded under Volume 275, Page 227, in the Deed Records of Harris County, Texas;

THENCE S 02° 47' 11" E - 146.53' along said west right-of-way line common with an east line of said 51.80 acre tract to a 1-1/2" galvanized iron pipe found for an interior corner of the herein described tract, common to an interior corner of said 51.80 acre tract;

THENCE N 87° 32' 42" E - 385.12' along the north line of said 51.80 acre tract to a 4" metal gate post found for an angle corner of the herein described tract, common to the northwest corner of the 12.420 acre tract of land described in the deed from Robert L. Ellett and Charles N. Avery, Jr. to Louis Dreyfus Corporation, recorded under File No. L271947, in the Official Public Records of Real Property of Harris County, Texas;

THENCE S 02° 27' 18" E - 30.00' along the west line of said 12.420 acre tract to a P.K. nail found for an angle corner;

THENCE S 46° 12' 18" E - 243.00' along the southwest line of said 12.420 acre tract to a 5/8" iron rod found for an angle corner;

THENCE S 01° 12' 18" E - 47.80' continuing along said southwest line to a spike set for an angle corner;

THENCE S 39° 37' 20" E - 717.43' continuing along said southwest line to a spike set for an angle corner;

THENCE S 25° 34' 46" E - 48.31' continuing along said southwest line to the POINT OF BEGINNING and containing 34.51 acres (1,503,200 square feet) of land.

TRACT VI (easement):

A non exclusive right of way and easement being 38,245 square feet for use as a road or roadway, as therein provided by Easement Agreement from Louis Dreyfus Corporation, a New York corporation, to Robert L. Ellett and Charles N. Avery, Jr., as Independent Co-Executors of the Estate of H. H. Coffield, deceased, by instrument dated August 6, 1987, filed August 10, 1987 under Clerk's File No. L271948, said 38,245 square feet being more particularly described by metes and bounds as follows:

All that certain 38.245 square feet of land out of the 51.80 acre tract described in the deed from Reconstruction Finance Corporation to H.H. Coffield, recorded under Volume 1634, Page 286, Harris County Deed Records, out of the Harris and Wilson Two League Survey, A-32, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings based on Texas State Plane Coordinate System, South Central Zone.)

BEGINNING at a 1" galvanized iron pipe found marking the northwest corner of the 8.1311 acre tract described in the deed from New Kelley Corp. to Kelley Manufacturing Company, recorded under File No. J-728633, Harris County Real Property Records, and an interior corner of said 51.80 acre tract and an interior corner of the herein described tract;

THENCE N 25° 34' 46" W - 44.00' to the most westerly, north west corner of the herein described easement;

THENCE N 89° 01' 38" E - 158.32' to the Point Of Curvature of a curve to the left having a central angle of 91° 14' 09" and a radius of 70.00';

THENCE a long said curve to the left an arc distance of 111.47' to the Point Of Tangency;

THENCE N 02° 12' 31" W - 602.12' to the Point Of Curvature of a curve to the right having a central angle of 28° 48' 58" and a radius of 335.00';

THENCE along said curve to the right an arc distance of 163.48' to the most northerly, northwest corner of the herein described easement in the north line of the aforesaid 51.80 acre tract;

THENCE N 87° 32' 42" E - 22.29' along said north line to the most northerly, northeast corner of said 51.80 acre tract;

THENCE S 39° 06' 22" E - 17.05' to the most easterly, northeast corner of the herein described easement and a point on a curve to the left having a central angle of 29° 32' 39" and a radius of 300.00', from which the center of the circle of said curve bears S 62° 39' 51" E;

THENCE along said curve to the left, in a southwest direction, an arc distance of 154.69' to the Point Of Tangency;

THENCE S 02° 12' 31" E - 620.00' to the Point Of Curvature of a curve to the right having a central angle of 91° 14' 09" and a radius of 87.50';

THENCE a long said curve to the right an arc distance of 159.33' to the Point Of Tangency;

COPY

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 below by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JAN 22 2004



Dorely B. Keyman

COUNTY CLERK
HARRIS COUNTY, TEXAS

THENCE S 89° 01' 38" W - 47.63' to the Point Of Curvature of a curve to the left having a central angle of 21° 02' 22" and a radius of 75.00';

THENCE along said curve to the left an arc distance of 27.54' to an angle corner of the herein described tract in the south line of the aforesaid 51.83 acre tract common with the north line of aforesaid 8.1311 acre tract;

THENCE S 89° 01' 38" W - 83.07' along said common line to the POINT OF BEGINNING of the herein described easement and containing 38.245 square feet (0.878 acre) of land.

TRACT VII (easement):

Rights of Appurtenance as contained in that certain instrument by and between The Exporters Compress & Warehouse Company, C.R. Tips and Tips Glass Company and Texas & New Orleans Railroad Co., dated June 8, 1938, recorded in Volume 998, Page 439, Deed Records, with map thereof recorded in Volume 15, Page 24, Map Records, Harris County, Texas. Said rights as limited by agreement executed by and between Defense Plant Corporation, et al., dated June 8, 1942, recorded in Volume 1251, Page 520, Deed Records, Harris County, Texas.

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

Dorely B. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2004 JAN 22 PM 2:06

FILED

FOUND

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

Call to: Ms. Amy Hickman	Call from: TECQ Staff Natalia Ponebshek
Date: 2/16/2023	Applicant: (app name and #) Simms Southwest Corporation 13841
<i>Information for File follows:</i> This call was to discuss the RFI 2 response and inform the applicant that we need land deeds to demonstrate ownership of the diversion point location. The applicant will try to provide the information by COB 2/17/2023. <i>Natalia Ponebshek 2/16/2023</i>	
Signed	

Natalia Ponebshek

From: Amy Hickman <[REDACTED]>
Sent: Monday, February 13, 2023 3:03 PM
To: Natalia Ponebshek
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI 2
Attachments: 2022 Harris County TX Propety Tax Payment 040-259-000-0026 CR\$.pdf; 2022 Harris County TX Propety Tax Payment 040-259-000-0069 CR.pdf; 2022 HCAD Order Determining Protets - Proler Southwest 04025900000026.pdf; 2022 HCAD Order Determining Protets - Proler Southwest LP 04025900000069.pdf

Good afternoon Natalia,

I have attached a few Tax and HCAD documents that I was able to get my hands on. I'm hoping at least one of these are sufficient in proving ownership of the diversion point.

If none of these are acceptable, can you please provide some examples of what is acceptable so I know exactly what to ask for? I seem to get a much quicker response from our Finance Dept. vs the Legal Dept.

Thanks!

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Friday, January 13, 2023 3:08 PM
To: Amy Hickman [REDACTED]
Subject: Sims Southwest Corporation WRTP 13841 RFI 2

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Please find the attached request for information for the abovementioned application. A response is due by February 3, 2023.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.

CERTIFIED CHECK _____
 CHECK REQUEST X
 WIRE TRANSFER _____



Albany/Port _____	Doremus Ave _____	Middletown NY _____	PNT/Calcutta _____
Albany/Smith Blvd. _____	Elizabeth PA _____	Morrisville PA _____	Queens _____
Bridgeport PA _____	Ferndale NY _____	NY Corp _____	Schiabo Larovo _____
Bronx/ East Bay _____	Frankfort NY _____	New Haven CT _____	Stamford CT _____
Bronx/ Edgewater _____	Hawkins St. _____	Noble St. _____	Trenton NJ _____
Claremont Terminal _____	Linden Ave/ Admin _____	North Haven CT _____	Other _____
Deptford/Sewell NJ _____	_____	NYCR _____	_____

Voucher No: Account #: 040-259-000-0026 **Date:** 11/22/2022

Vendor No: NT004270

Vendor Name: Ann Harris Bennett

Address 1: Tax Assessor - Collector

Address 2: P.O. Box 4622

City: Houston **State:** TX **Zip:** 77210-4622

Payment of: 2022 Real Property Tax Payment

Check Needed by: ASAP **AMOUNT** \$113,214.91 BILL
\$113,214.91 TOTAL

Special Paying Instructions: Send via Certified Mail & with a copy of the invoice
 Below must be on check:
 Account #: 040-259-000-0026

General Ledger Account No: 030-001-4045.15 113,214.91

113,214.91

Main Acct. Code **Sub Acct Code** **AMT**

Requested by **Date** 11/22/2022

Dave Oh

Approved by

DocuSigned by: Cynthia Jait
 Date 22 November 2022
 DocuSigned by: Marcy Lucanek
 Date 22 November 2022
 F27277AE69CE4B3...

22 November 2022
 22 November 2022

ANN HARRIS BENNETT

Tax Assessor-Collector
 P.O. Box 3547
 Houston, Texas 77253-3547



2022 Property Tax Statement

e-Bill Code 2517728722



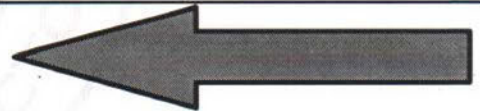
Statement Date	November 4, 2022
Account Number	040-259-000-0026

*0025844 A
PROLER SOUTHWEST LP
 90 HIRSCH RD
 HOUSTON TX 77020-6332



Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Houston I.S.D.	0	5,141,718	1.037200	\$53,329.90
Harris County	0	5,141,718	.3437300	\$17,673.63
Harris County Flood Control Dist	0	5,141,718	.0305500	\$1,570.79
Port of Houston Authority	0	5,141,718	.0079900	\$410.82
Harris County Hospital District	0	5,141,718	.1483100	\$7,625.68
Harris County Dept. of Education	0	5,141,718	.0049000	\$251.94
Houston Community College System	0	5,141,718	.0955690	\$4,913.89
City of Houston	0	5,141,718	.5336400	\$27,438.26
Total 2022 Taxes Due By January 31, 2023				\$113,214.91
Payments Applied To 2022 Taxes				(\$0.00)
Total Current Taxes Due (Including Penalties)				\$113,214.91
Prior Year(s) Delinquent Taxes Due (If Any)				\$0.00
Total Amount Due By January 31, 2023				\$113,214.91

Property Description	
15 JAPHET ST 77020	
TRS 26 27 & 28	
ABST 32 HARRIS & WILSON	
34.5100 AC	
Appraised Values	
Land - Market Value	4,509,768
Impr - Market Value	631,950
Total Market Value	5,141,718
Less Capped Mkt Value	0
Appraised Value	5,141,718
Exemptions/Deferrals	



Penalty and Interest for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2023	7%	\$121,139.96	\$0.00	\$121,139.96
By March 31, 2023	9%	\$123,404.24	\$0.00	\$123,404.24
By April 30, 2023	11%	\$125,668.55	\$0.00	\$125,668.55
By May 31, 2023	13%	\$127,932.85	\$0.00	\$127,932.85
By June 30, 2023	15%	\$130,197.14	\$0.00	\$130,197.14

Tax Bill Increase (Decrease) from 2017 to 2022: Appr Value 52% Taxable Value 52% Tax Rate -13% Tax Bill 33%



Detach at the perforation and return this coupon with your payment. Keep top part for your records.

See reverse side for additional information.

PAYMENT COUPON



PROLER SOUTHWEST LP
 90 HIRSCH RD
 HOUSTON TX 77020-6332

Statement Date November 4, 2022
Account Number
040-259-000-0026
Amount Enclosed

If you are paying multiple tax accounts with a single check, please enclose all of the coupons with your payment to ensure proper credit to each account.



IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Make check payable to:

ANN HARRIS BENNETT
 Tax Assessor-Collector
 P.O. Box 4622
 Houston, Texas 77210-4622

04025900000269 2022 011321491 012113996 012340424 012566855

Payment Instructions

<p style="text-align: center;">By Mail</p> <ul style="list-style-type: none"> • Make payment by CHECK (drawn on a US bank) or MONEY ORDER only. Make payable to: Harris County Tax Assessor-Collector. • Do not send cash. • Mail, along with the payment coupon, in the envelope provided. • Do not send correspondence with your payment. (See "Correspondence and Inquiries" at the bottom of page.) <p>NOTE: US mail payments postmarked on or before the due date avoid penalty and interest charges. Payments sent via FedEx, UPS or other common carrier must bear a receipt mark dated on or before the due date and delivered to: 1001 Preston St. Houston, TX 77002.</p>	<p style="text-align: center;">Online or by Telephone</p> <p>Make full or partial payment by either CREDIT/DEBIT CARD or free E-CHECK online at www.hctax.net or by phone at 713-274-2273.</p> <p style="text-align: center;">In Person</p> <p>Bring your payment coupon, along with CREDIT/DEBIT CARD, CASH, CHECK or MONEY ORDER to any of the Tax Office locations listed below.</p> <p style="text-align: center;">CREDIT/DEBIT CARDS ACCEPTED</p> <ul style="list-style-type: none"> • VISA, Discover, American Express and MasterCard credit cards • MasterCard and VISA debit cards <p>NOTE: There is a 2.45% vendor fee added to all credit/debit card payments.</p>
<p>RECEIPTS: You may obtain a receipt online from the "Property Tax Search and Payments" tab on our website www.hctax.net. Upon request, you may receive a mailed receipt for payments made by mail, online, or by telephone. For payments made in person, you will receive a receipt at the time of payment.</p>	

Tax Office Locations

Main Office (Downtown): 1001 Preston, 1st floor		
Bay Area: 16603 Buccaneer Ln	Humble: 7900 Will Clayton Pkwy	Palm Center: 5300 Griggs Rd
Bellaire: 6000 Chimney Rock Rd	Jim Fonteno: 14350 Wallisville Rd	Raul C Martinez: 1001 SSGT Macario Garcia
Clay Road: 16715 Clay Rd	John Phelps: 101 S Richey, Suite E	Scarsdale: 10851 Scarsdale Blvd
Clinton F Greenwood: 701 W Baker Rd	Kyle Chapman: 7330 Spencer Hwy	Spring Branch: 1721 Pech Rd
Cypress Hill: 4290 Cypress Hill Rd	Mickey Leland: 7300 N Shepherd Dr	Tomball: 101 S Walnut St

Installment Payment Plans

Over-65/Disabled or Disabled Veterans and Surviving Spouses

Qualifying applicants may pay their tax bills in 4 equal installments and without late fees. Requests must be made in writing and an initial payment of 25% of the tax must be made prior to the due date on the bill (January 31 for most accounts). Subsequent payments are then due by the 31st of March, May and July. Requests and payments received within the first month after the due date incur a 7% penalty and interest charge added to the initial payment. Penalty and interest also apply to a subsequent installment(s) paid after the due date of that installment only.

Delinquent Accounts

- Tax payments made after the deadline accrue penalty and interest monthly on the unpaid balance due.
- The Tax Office offers Installment Payment Agreements for delinquent taxes, pursuant to Texas Property Tax Code § 33. 02:
- On July 1 (April 1 for Business Personal Property), unpaid accounts are sent to the delinquent tax attorneys for collection where an additional 15%-20% collection penalty (based on the tax, penalty and interest) is added unless you have an active Payment Agreement on file.

Please visit our website at www.hctax.net for office updates, to schedule appointments, to request electronic statement delivery and other valuable resources.

Correspondence and Inquiries

Contact the Tax Office by phone at: 713-274-8000, by mail at: P. O. Box 4663, Houston, TX 77210-4663 or by email at: tax.office@hctx.net if:

- This bill does not reflect payments you have already made. (Please allow three weeks for processing of mailed payments).
- You have questions about any issues other than those listed under the HCAD section below.

Contact the Harris County Appraisal District (HCAD) at 713-957-7800 or help@hcad.org if:

- The name or address on this bill needs correction, you are not the property owner or you believe the taxable value is incorrect.
- You think you qualify for or may be entitled to any exemption that does not appear on this bill.
- You have an Over-65 or Disability exemption to request a deferral of taxes.

**IS FOR THE CURRENT TAX YEAR AND EACH OF THE
PREVIOUS 5 YEARS FOR INFORMATION PURPOSES ONLY AND IS PROVIDED IN ACCORDANCE
WITH SECTION 31.01(C) (11) OF THE TEXAS PROPERTY TAX CODE.
PLEASE SEE THE ENCLOSED TAX BILL FOR TAXES DUE.**

Account No: 040-259-000-0026

Years:	2017	2018	2019	2020	2021	2022
Appraised:	3,380,414	4,885,728	5,005,070	5,049,528	5,080,760	5,141,718
Tax Unit: 001 - Houston I.S.D.						
Tax Value:	3,380,414	4,885,728	5,005,070	5,049,528	5,080,760	5,141,718
Tax Rate:	01.206700	01.206700	01.136700	01.133100	01.094400	01.037200
Tax Bill:	40,791.46	58,956.08	56,892.63	57,216.20	55,603.84	53,329.90
% Diff:		44.53	-3.50	0.57	-2.82	-4.09
Tax Unit: 040 - Harris County						
Tax Value:	3,380,414	4,885,728	5,005,070	5,049,528	5,080,760	5,141,718
Tax Rate:	00.418010	00.418580	00.407130	00.391160	00.376930	00.343730
Tax Bill:	14,130.47	20,450.68	20,377.14	19,751.73	19,150.91	17,673.63
% Diff:		44.73	-0.36	-3.07	-3.04	-7.71
Tax Unit: 041 - Harris County Flood Control Dist						
Tax Value:	3,380,414	4,885,728	5,005,070	5,049,528	5,080,760	5,141,718
Tax Rate:	00.028310	00.028770	00.027920	00.031420	00.033490	00.030550
Tax Bill:	957.00	1,405.62	1,397.42	1,586.56	1,701.55	1,570.79
% Diff:		46.88	-0.58	13.53	7.25	-7.68
Tax Unit: 042 - Port of Houston Authority						
Tax Value:	3,380,414	4,885,728	5,005,070	5,049,528	5,080,760	5,141,718
Tax Rate:	00.012560	00.011550	00.010740	00.009910	00.008720	00.007990
Tax Bill:	424.58	564.30	537.54	500.41	443.04	410.82
% Diff:		32.91	-4.74	-6.91	-11.46	-7.27
Tax Unit: 043 - Harris County Hospital District						
Tax Value:	3,380,414	4,885,728	5,005,070	5,049,528	5,080,760	5,141,718
Tax Rate:	00.171100	00.171080	00.165910	00.166710	00.162210	00.148310
Tax Bill:	5,783.89	8,358.50	8,303.91	8,418.07	8,241.50	7,625.68
% Diff:		44.51	-0.65	1.37	-2.10	-7.47
Tax Unit: 044 - Harris County Dept. of Education						
Tax Value:	3,380,414	4,885,728	5,005,070	5,049,528	5,080,760	5,141,718
Tax Rate:	00.005195	00.005190	00.005000	00.004993	00.004990	00.004900
Tax Bill:	175.61	253.57	250.25	252.12	253.53	251.94
% Diff:		44.39	-1.31	0.75	0.56	-0.63
Tax Unit: 048 - Houston Community College System						
Tax Value:	3,380,414	4,885,728	5,005,070	5,049,528	5,080,760	5,141,718
Tax Rate:	00.100263	00.100263	00.100263	00.100263	00.099092	00.095569
Tax Bill:	3,389.30	4,898.58	5,018.23	5,062.81	5,034.63	4,913.89
% Diff:		44.53	2.44	0.89	-0.56	-2.40
Tax Unit: 061 - City of Houston						
Tax Value:	3,380,414	4,885,728	5,005,070	5,049,528	5,080,760	5,141,718
Tax Rate:	00.584210	00.588310	00.567920	00.561840	00.550830	00.533640
Tax Bill:	19,748.72	28,743.23	28,424.79	28,370.27	27,986.35	27,438.26
% Diff:		45.54	-1.11	-0.19	-1.35	-1.96
Total Levy by Year	85,401.03	123,630.56	121,201.91	121,158.17	118,415.35	113,214.91
Total Year % Diff		44.76	-1.96	-0.04	-2.26	-4.39

School District Tax Rate breakdown for current year and previous year.

	TAX RATE	2022	2021
001	M & O TAX RATE	00.870500	00.927700
Houston I.S.D.	I & S TAX RATE	00.166700	00.166700
	TOTAL TAX RATE	01.037200	01.094400

INFORMATION LEFT BLANK IS NOT AVAILABLE FOR THE YEAR

CERTIFIED CHECK _____
 CHECK REQUEST X
 WIRE TRANSFER _____



Albany/Port _____	Doremus Ave _____	Middletown NY _____	PNT/Calcutta _____
Albany/Smith Blvd. _____	Elizabeth PA _____	Morrisville PA _____	Queens _____
Bridgeport PA _____	Ferndale NY _____	NY Corp _____	Schiabo Larovo _____
Bronx/ East Bay _____	Frankfort NY _____	New Haven CT _____	Stamford CT _____
Bronx/ Edgewater _____	Hawkins St. _____	Noble St. _____	Trenton NJ _____
Claremont Terminal _____	Linden Ave/ Admin _____	North Haven CT _____	Other _____
Deptford/Sewell NJ _____	_____	NYCR _____	_____

Voucher No: Account #: 040-259-000-0069 **Date:** 11/22/2022

Vendor No: NT004270

Vendor Name: Ann Harris Bennett

Address 1: Tax Assessor - Collector

Address 2: P.O. Box 4622

City: Houston **State:** TX **Zip:** 77210-4622

Payment of: 2022 Real Property Tax Payment

Check Needed by: ASAP **AMOUNT** \$39,043.88 BILL
\$39,043.88 TOTAL

Special Paying Instructions: Send via Certified Mail & with a copy of the invoice
 Below must be on check:
 Account #: 040-259-000-0069

General Ledger Account No: 030-001-4045.15 39,043.88

39,043.88

Main Acct. Code **Sub Acct Code** **AMT**

Requested by **Date** 11/22/2022

Dave Oh
 DocuSigned by:

Approved by **Date** 22 November 2022

Marcy Lucianek
 F27277AE69CE4B3...

ANN HARRIS BENNETT

Tax Assessor-Collector
 P.O. Box 3547
 Houston, Texas 77253-3547



2022 Property Tax Statement

e-Bill Code 2186374122



Statement Date	November 4, 2022
Account Number	040-259-000-0069

*0025846 A
PROLER SOUTHWEST LP
 90 HIRSCH RD
 HOUSTON TX 77020-6332



Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Houston I.S.D.	0	1,773,199	1.037200	\$18,391.62
Harris County	0	1,773,199	.3437300	\$6,095.02
Harris County Flood Control Dist	0	1,773,199	.0305500	\$541.71
Port of Houston Authority	0	1,773,199	.0079900	\$141.68
Harris County Hospital District	0	1,773,199	.1483100	\$2,629.83
Harris County Dept. of Education	0	1,773,199	.0049000	\$86.89
Houston Community College System	0	1,773,199	.0955690	\$1,694.63
City of Houston	0	1,773,199	.5336400	\$9,462.50

Property Description	
JAPHET 77020	
TRS 27A & 28A	
ABST 32 HARRIS & WILSON	
12.4200 AC	
Appraised Values	
Land - Market Value	1,623,045
Impr - Market Value	150,154
Total Market Value	1,773,199
Less Capped Mkt Value	0
Appraised Value	1,773,199
Exemptions/Deferrals	

Total 2022 Taxes Due By January 31, 2023	\$39,043.88
Payments Applied To 2022 Taxes	(\$0.00)
Total Current Taxes Due (Including Penalties)	\$39,043.88
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due By January 31, 2023	\$39,043.88



Penalty and Interest for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2023	7%	\$41,776.95	\$0.00	\$41,776.95
By March 31, 2023	9%	\$42,557.83	\$0.00	\$42,557.83
By April 30, 2023	11%	\$43,338.71	\$0.00	\$43,338.71
By May 31, 2023	13%	\$44,119.59	\$0.00	\$44,119.59
By June 30, 2023	15%	\$44,900.45	\$0.00	\$44,900.45

Tax Bill Increase (Decrease) from 2017 to 2022: Appr Value 44% Taxable Value 44% Tax Rate -13% Tax Bill 26%



Detach at the perforation and return this coupon with your payment. Keep top part for your records.
 See reverse side for additional information.

PAYMENT COUPON



PROLER SOUTHWEST LP
 90 HIRSCH RD
 HOUSTON TX 77020-6332

Statement Date	November 4, 2022
Account Number	040-259-000-0069
Amount Enclosed	

If you are paying multiple tax accounts with a single check, please enclose all of the coupons with your payment to ensure proper credit to each account.



IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Make check payable to:

ANN HARRIS BENNETT
 Tax Assessor-Collector
 P.O. Box 4622
 Houston, Texas 77210-4622

04025900000699 2022 003904388 004177695 004255783 004333871

Payment Instructions

By Mail

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Online or by Telephone

Make full or partial payment by either CREDIT/DEBIT CARD or free E-CHECK online at www.hctx.net or by phone at 713-274-2273.

In Person

Bring your payment coupon, along with CREDIT/DEBIT CARD, CASH, CHECK or MONEY ORDER to any of the Tax Office locations listed below.

CREDIT/DEBIT CARDS ACCEPTED

- VISA, Discover, American Express and MasterCard credit cards
- MasterCard and VISA debit cards

NOTE: There is a 2.45% vendor fee added to all credit/debit card payments.

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Bellaire: 6000 Chimney Rock Rd	Jim Fonteno: 14350 Wallisville Rd	Raul C Martinez: 1001 SSGT Macario Garcia
Clay Road: 16715 Clay Rd	John Phelps: 101 S Richey, Suite E	Scarsdale: 10851 Scarsdale Blvd
Clinton F Greenwood: 701 W Baker Rd	Kyle Chapman: 7330 Spencer Hwy	Spring Branch: 1721 Pech Rd
Cypress Hill: 4290 Cypress Hill Rd	Mickey Leland: 7300 N Shepherd Dr	Tomball: 101 S Walnut St

Installment Payment Plans

Over-65/Disabled or Disabled Veterans and Surviving Spouses

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Delinquent Accounts

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- You think you qualify for or may be entitled to any exemption that does not appear on this bill.
- You have an Over-65 or Disability exemption to request a deferral of taxes.

THIS IS A COMPARISON OF PROPERTY TAXES FOR THE CURRENT TAX YEAR AND EACH OF THE PREVIOUS 5 YEARS FOR INFORMATION PURPOSES ONLY AND IS PROVIDED IN ACCORDANCE WITH SECTION 31.01(C) (11) OF THE TEXAS PROPERTY TAX CODE. PLEASE SEE THE ENCLOSED TAX BILL FOR TAXES DUE.

Account No: 040-259-000-0069

Years:	2017	2018	2019	2020	2021	2022
Appraised:	1,230,316	1,773,199	1,773,199	1,773,199	1,773,199	1,773,199
Tax Unit: 001 - Houston I.S.D.						
Tax Value:	1,230,316	1,773,199	1,773,199	1,773,199	1,773,199	1,773,199
Tax Rate:	01.206700	01.206700	01.136700	01.133100	01.094400	01.037200
Tax Bill:	14,846.22	21,397.19	20,155.95	20,092.12	19,405.89	18,391.62
% Diff:		44.13	-5.80	-0.32	-3.42	-5.23
Tax Unit: 040 - Harris County						
Tax Value:	1,230,316	1,773,199	1,773,199	1,773,199	1,773,199	1,773,199
Tax Rate:	00.418010	00.418580	00.407130	00.391160	00.376930	00.343730
Tax Bill:	5,142.84	7,422.26	7,219.23	6,936.05	6,683.72	6,095.02
% Diff:		44.32	-2.74	-3.92	-3.64	-8.81
Tax Unit: 041 - Harris County Flood Control Dist						
Tax Value:	1,230,316	1,773,199	1,773,199	1,773,199	1,773,199	1,773,199
Tax Rate:	00.028310	00.028770	00.027920	00.031420	00.033490	00.030550
Tax Bill:	348.30	510.15	495.08	557.14	593.84	541.71
% Diff:		46.47	-2.95	12.54	6.59	-8.78
Tax Unit: 042 - Port of Houston Authority						
Tax Value:	1,230,316	1,773,199	1,773,199	1,773,199	1,773,199	1,773,199
Tax Rate:	00.012560	00.011550	00.010740	00.009910	00.008720	00.007990
Tax Bill:	154.53	204.80	190.44	175.72	154.62	141.68
% Diff:		32.53	-7.01	-7.73	-12.01	-8.37
Tax Unit: 043 - Harris County Hospital District						
Tax Value:	1,230,316	1,773,199	1,773,199	1,773,199	1,773,199	1,773,199
Tax Rate:	00.171100	00.171080	00.165910	00.166710	00.162210	00.148310
Tax Bill:	2,105.07	3,033.59	2,941.91	2,956.10	2,876.31	2,629.83
% Diff:		44.11	-3.02	0.48	-2.70	-8.57
Tax Unit: 044 - Harris County Dept. of Education						
Tax Value:	1,230,316	1,773,199	1,773,199	1,773,199	1,773,199	1,773,199
Tax Rate:	00.005195	00.005190	00.005000	00.004993	00.004990	00.004900
Tax Bill:	63.91	92.03	88.66	88.54	88.48	86.89
% Diff:		44.00	-3.66	-0.14	-0.07	-1.80
Tax Unit: 048 - Houston Community College System						
Tax Value:	1,230,316	1,773,199	1,773,199	1,773,199	1,773,199	1,773,199
Tax Rate:	00.100263	00.100263	00.100263	00.100263	00.099092	00.095569
Tax Bill:	1,233.55	1,777.86	1,777.86	1,777.86	1,757.10	1,694.63
% Diff:		44.13	0.00	0.00	-1.17	-3.56
Tax Unit: 061 - City of Houston						
Tax Value:	1,230,316	1,773,199	1,773,199	1,773,199	1,773,199	1,773,199
Tax Rate:	00.584210	00.588310	00.567920	00.561840	00.550830	00.533640
Tax Bill:	7,187.63	10,431.91	10,070.35	9,962.54	9,767.31	9,462.50
% Diff:		45.14	-3.47	-1.07	-1.96	-3.12
Total Levy by Year	31,082.05	44,869.79	42,939.48	42,546.07	41,327.27	39,043.88
Total Year % Diff		44.36	-4.30	-0.92	-2.86	-5.53

School District Tax Rate breakdown for current year and previous year.

	TAX RATE	2022	2021
001	M & O TAX RATE	00.870500	00.927700
Houston I.S.D.	I & S TAX RATE	00.166700	00.166700
	TOTAL TAX RATE	01.037200	01.094400

INFORMATION LEFT BLANK IS NOT AVAILABLE FOR THE YEAR

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Mailing Address:
Appraisal Review Board
P.O. BOX 920975
Houston, TX 77292-0975



7100 3296 9770 1496 8074



Appraisal Review Board
Of Harris County Appraisal District
13013 Northwest Fwy., Houston, Texas
Information Center: (713)957-7800

PROPERTY DESCRIPTION:
TRS 26 27 & 28
ABST 32 HARRIS & WILSON

PROPERTY LOCATION:
15 JAPHET ST
HOUSTON, TX 77020

DATE: 08/15/2022

ACCOUNT #: 0402590000026

YEAR: 2022



--RECEIVED--

AUG 18 2022

J. Joseph Consulting

0402590000026 2022 5047 20220805 00426
PROLER SOUTHWEST LP
J JOSEPH CONSULTING INC
21732 HARDY OAK BLVD STE 101
SAN ANTONIO TX 78258-4843

Order Determining Protest

The above property owner filed a notice of protest concerning the appraisal records for the tax year shown. The protest was filed timely and was presented for a hearing.

The Appraisal Review Board delivered notice of the hearing in the manner required by law. The property owner and Chief Appraiser were given the opportunity to present evidence and argument.

After reviewing the notice of protest and having considered the evidence and arguments presented from both sides, the board with a quorum present determined that the property appraisal is incorrect and should be changed accordingly.

	Market Land	Market Improvement	Market Total	Appraised/Homestead CAP
Previous Value:	\$4,509,768	\$677,950	\$5,187,718	\$5,187,718
Final Value:	\$4,509,768	\$631,950	\$5,141,718	\$5,141,718

The board therefore ORDERED that the Chief Appraiser change the appraisal records accordingly.

Your taxes will be based on the final appraised value indicated above.

THE APPRAISAL REVIEW BOARD HAS MADE A FINAL DECISION ON YOUR PROTEST.

A PROPERTY OWNER HAS THE RIGHT TO APPEAL TO DISTRICT COURT AN APPRAISAL REVIEW BOARD ORDER DETERMINING (1) A PROTEST AS PROVIDED BY SUBCHAPTER C OF CHAPTER 41, TEXAS TAX CODE, OR (2) A MOTION FILED UNDER SECTION 25.25, TEXAS TAX CODE. TO APPEAL TO DISTRICT COURT, A PARTY MUST FILE A PETITION FOR REVIEW WITH THE DISTRICT COURT WITHIN 60 DAYS AFTER THE PARTY RECEIVES NOTICE THAT A FINAL APPRAISAL REVIEW BOARD ORDER HAS BEEN ENTERED FROM WHICH AN APPEAL MAY BE HAD OR AT ANY TIME AFTER THE HEARING BUT BEFORE THE 60-DAY DEADLINE. FAILURE TO TIMELY FILE A PETITION BARS AN APPEAL TO DISTRICT COURT. A PARTY OTHER THAN A PROPERTY OWNER, IN ORDER TO EXERCISE THEIR RIGHT TO APPEAL AN ORDER OF THE APPRAISAL REVIEW BOARD, MUST FILE A WRITTEN NOTICE OF APPEAL WITHIN 15 DAYS AFTER THE DATE THE PARTY RECEIVES THIS NOTICE OR IN THE CASE OF A TAXING UNIT, WITHIN 15 DAYS AFTER THE DATE THE TAXING UNIT RECEIVES NOTICE PURSUANT TO SECTION 41.07, TEXAS TAX CODE.

For more information regarding appeal to district court, you should consult Texas Tax Code, Chapter 42 and the clerk of the court. If you need legal advice, you should consult an attorney.

It is important to note that the pendency of an appeal, whether to district court, through binding arbitration, or to the State Office of Administrative Hearings, does not affect the delinquency date for the taxes on the property subject to the appeal. For more specific information, consult the applicable statutes and rules.

As an alternative to filing an appeal to district court, certain property owners may appeal to the State Office of Administrative Hearings (SOAH) an appraisal review board order determining a protest concerning the appraised or market value of property brought under Section 41.41(a)(1) or (2) of the Texas Tax Code if the appraised or market value, as applicable, of the property that was the subject of the protest, as determined by the appraisal review board order, is more than \$1 million. To appeal an appraisal review board order to SOAH, a property owner must file with the chief appraiser of the appraisal district not later than the 30th day after the date the property owner receives notice of the order.

- (1) A completed notice of appeal to SOAH, a copy of which is enclosed with this notice; and
- (2) Not later than the 90th day after the date the property owner receives the notice of order a deposit of \$1,500 made payable to SOAH must be filed with the appraisal district.

For more information regarding appeal to district court, you should consult Texas Tax Code, Chapter 42 and the clerk of the court. For more information regarding appeal to SOAH, you should consult Texas Government Code, Chapter 2003 and related SOAH rules. If you need legal advice, you should consult an attorney.

Signed this 5th day of August, 2022

A handwritten signature in black ink, appearing to read "Douglas R. Sapp". The signature is fluid and cursive, written over a light blue horizontal line.

Douglas R. Sapp
Chairman
Appraisal Review Board

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Mailing Address:
Appraisal Review Board
P.O. BOX 920975
Houston, TX 77292-0975



7100 3296 9770 1496 8081



Appraisal Review Board
Of Harris County Appraisal District
13013 Northwest Fwy., Houston, Texas
Information Center: (713)957-7800

PROPERTY DESCRIPTION:
TRS 27A & 28A
ABST 32 HARRIS & WILSON

--RECEIVED--

AUG 18 2022

PROPERTY LOCATION:
0 JAPHET
HOUSTON, TX 77020

J. Joseph Consulting

0402590000069 2022 5047 20220805 00427
PROLER SOUTHWEST LP
J JOSEPH CONSULTING INC
21732 HARDY OAK BLVD STE 101
SAN ANTONIO TX 78258-4843

DATE: 08/15/2022

ACCOUNT #: 0402590000069

YEAR: 2022



Order Determining Protest

The above property owner filed a notice of protest concerning the appraisal records for the tax year shown. The protest was filed timely and was presented for a hearing.

The Appraisal Review Board delivered notice of the hearing in the manner required by law. The property owner and Chief Appraiser were given the opportunity to present evidence and argument.

After reviewing the notice of protest and having considered the evidence and arguments presented from both sides, the board with a quorum present determined that the property appraisal is incorrect and should be changed accordingly.

	Market Land	Market Improvement	Market Total	Appraised/Homestead CAP
Previous Value:	\$1,623,045	\$203,233	\$1,826,278	\$1,826,278
Final Value:	\$1,623,045	\$150,154	\$1,773,199	\$1,773,199

The board therefore ORDERED that the Chief Appraiser change the appraisal records accordingly.

Your taxes will be based on the final appraised value indicated above.

THE APPRAISAL REVIEW BOARD MADE A FINAL DECISION ON YOUR PROTEST.

A PROPERTY OWNER HAS THE RIGHT TO APPEAL TO DISTRICT COURT AN APPRAISAL REVIEW BOARD ORDER DETERMINING (1) A PROTEST AS PROVIDED BY SUBCHAPTER C OF CHAPTER 41, TEXAS TAX CODE, OR (2) A MOTION FILED UNDER SECTION 25.25, TEXAS TAX CODE. TO APPEAL TO DISTRICT COURT, A PARTY MUST FILE A PETITION FOR REVIEW WITH THE DISTRICT COURT WITHIN 60 DAYS AFTER THE PARTY RECEIVES NOTICE THAT A FINAL APPRAISAL REVIEW BOARD ORDER HAS BEEN ENTERED FROM WHICH AN APPEAL MAY BE HAD. FAILURE TO TIMELY FILE A PETITION WITHIN THE 60-DAY DEADLINE BARS AN APPEAL TO DISTRICT COURT.

A PARTY OTHER THAN A PROPERTY OWNER, IN ORDER TO EXERCISE THEIR RIGHT TO APPEAL AN ORDER OF THE APPRAISAL REVIEW BOARD, MUST FILE A WRITTEN NOTICE OF APPEAL WITHIN 15 DAYS AFTER THE DATE THE PARTY RECEIVES THIS NOTICE OR IN THE CASE OF A TAXING UNIT, WITHIN 15 DAYS AFTER THE DATE THE TAXING UNIT RECEIVES NOTICE PURSUANT TO SECTION 41.07, TEXAS TAX CODE.

It is important to note that the pendency of an appeal, whether to district court, through binding arbitration, or to the State Office of Administrative Hearings, does not affect the delinquency date for the taxes on the property subject to the appeal. For more specific information, consult the applicable statutes and rules.

As an alternative to filing an appeal to district court, a property owner may appeal through binding arbitration an appraisal review board order determining a protest filed under Section 41.41(a)(1) of the Texas Tax Code concerning the appraised or market value of property if:

- (1) The property qualifies as the owner's residence homestead under Section 11.13 of the Texas Tax Code; or
- (2) The appraised or market value, as applicable, of the property as determined by the order is \$5 million or less.

To appeal an appraisal review board order through binding arbitration, a property owner must file with the appraisal district not later than the 60th day after the date the property owner receives notice of the order:

- (1) A completed request for binding arbitration, a copy which is enclosed with this notice; and
- (2) An applicable arbitration deposit made payable to the Comptroller in the amount provided under Tax Code Chapter 41A.

As an alternative to filing an appeal to district court, certain property owners may appeal to the State Office of Administrative Hearings (SOAH) an appraisal review board order determining a protest concerning the appraised or market value of property brought under Section 41.41(a)(1) or (2) of the Texas Tax Code if the appraised or market value, as applicable, of the property that was the subject of the protest, as determined by the appraisal review board order, is more than \$1 million. To appeal an appraisal review board order to SOAH, a property owner must file with the chief appraiser of the appraisal district not later than the 30th day after the date the property owner receives notice of the order.

- (1) A completed notice of appeal to SOAH, a copy of which is enclosed with this notice; and
- (2) Not later than the 90th day after the date the property owner receives the notice of order a deposit of \$1,500 made payable to SOAH must be filed with the appraisal district.

For more information regarding appeal to district court, you should consult Texas Tax Code, Chapter 42 and the clerk of the court. For more information regarding appeal through binding arbitration, you should consult Texas Tax Code, Chapter 41A and related Comptroller rules. For more information regarding appeal to SOAH, you should consult Texas Government Code, Chapter 2003 and related SOAH rules. If you need legal advice, you should consult an attorney.

Signed this 5th day of August, 2022

A handwritten signature in black ink, appearing to read "Douglas R. Sapp". The signature is fluid and cursive, with a large initial "D" and "S".

Douglas R. Sapp
Chairman
Appraisal Review Board

Natalia Ponebshek

From: Natalia Ponebshek
Sent: Friday, January 13, 2023 3:08 PM
To: Amy Hickman
Subject: Sims Southwest Corporation WRTP 13841 RFI 2
Attachments: Sims_Southwest_Corporation_13841_RFI_2_Sent_1.13.2023.pdf

Please find the attached request for information for the abovementioned application. A response is due by February 3, 2023.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Erin Chancellor, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 13, 2023

Ms. Amy Hickman, EHS Specialist
Sims Southwest Corporation
21 Japhet Street
Houston, TX 77020

VIA E-MAIL

RE: Sims Southwest Corporation
WRTP 13841
CN605379064, RN111507281
Application No. 13841 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Buffalo Bayou, San Jacinto River Basin
Harris County

Dear Ms. Hickman:

This acknowledges receipt, on December 12, 14, and 16, 2022, of additional information and fees in the amount of \$21.62 (Receipt No. M306695, copy attached).

Before the application can be declared administratively complete, provide recorded copies of legal documents establishing ownership of the proposed diversion point, or a copy of a duly acknowledged written easement, consent, or license from the landowner(s) whose land is associated with the proposed diversion point, pursuant to Title 30 Texas Administrative Code (TAC) § 295.10.

Please provide the requested information by February 13, 2023 or the application may be returned pursuant to Title 30 TAC § 281.18.

If you have any questions concerning this matter, please contact me via e-mail at Natalia.Ponebshek@tceq.texas.gov or by telephone at (512) 239-4641.

Sincerely,

Natalia Ponebshek

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
Texas Commission on Environmental Quality

Attachment

Natalia Ponebshek

From: Amy Hickman [REDACTED] >
Sent: Wednesday, December 14, 2022 3:17 PM
To: Brent Stewart; Natalia Ponebshek
Cc: Deborah Hays; David Mahan
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Thanks Brent!

From: Brent Stewart [REDACTED]
Sent: Wednesday, December 14, 2022 2:54 PM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>; Amy Hickman [REDACTED] >
Cc: Deborah Hays [REDACTED] >; David Mahan [REDACTED] >
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Will the attached suffice?

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Tuesday, December 13, 2022 1:54 PM
To: Amy Hickman [REDACTED] >
Cc: Deborah Hays [REDACTED] >; David Mahan [REDACTED] >; Brent Stewart [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Hello Amy,

We will accept anything that proves that the signer has authority. You could provide company bylaws demonstrating Lynn Jacobs' position and their ability to sign on behalf of Sims Southwest Corporation, or provide a signed letter on official letterhead demonstrating authority. Please let me know if you have any further questions.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED]
Sent: Tuesday, December 13, 2022 9:19 AM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Cc: Deborah Hays [REDACTED] >; David Mahan [REDACTED] >; Brent Stewart [REDACTED]
Subject: Re: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Natalia,

What are some acceptable forms of proof?

Get [Outlook for iOS](#)

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Monday, December 12, 2022 3:20:15 PM
To: Amy Hickman [REDACTED] >
Cc: Deborah Hays [REDACTED]; David Mahan [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

I will send this out to the for review. Do you have signature authority for Lynn Jacobs that you can provide?

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED] >
Sent: Monday, December 12, 2022 3:14 PM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Cc: Deborah Hays [REDACTED]; David Mahan [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Natalia,

See attached PDF. I'm mailing everything to you today via UPS.

I really appreciate your patience.

Kind regards,

Amy Hickman

Sims Metal
EHS Specialist, Southwest Region

21 Japhet St.
Houston, TX 77020

90 Hirsch Rd.
Houston, TX 77020

Mobile: 713-380-9617

www.simsmm.com

[REDACTED]



Our Company Core Values: SAFETY - Integrity - Respect - Transparency - Excellence - Social Responsibility

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Monday, December 12, 2022 2:32 PM
To: Amy Hickman [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Hello Amy,

We are keeping all of our files electronic, so a PDF copy works well for me, just make sure the signed application is notarized.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED] >
Sent: Monday, December 12, 2022 10:16 AM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Good morning Natalia,

I was able to track someone down who has the authority to sign the application. Do you have to have the original or can it be a copy? If I can avoid having to drive to the other side of Houston to pick it up, that would be convenient.

I will be overnighting everything to you today. I can send you a PDF copy of everything I'm mailing.

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Friday, December 9, 2022 4:10 PM
To: Amy Hickman [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Please see our acceptable payment options below. Let me know if you have any additional questions.

HOW TO PAY THE APPLICATION FEE

Payment of the application fee may be made either by check or money order payable to the TCEQ.

To verify receipt of payment, or for any other questions you may have regarding payment of fees to the TCEQ, please call the Cashier's Office at (512) 239-0357.

Mailed Payments

Payment must be mailed in a separate envelope to one of the addresses below. Include Worksheet 8.0 Calculation of Fees located at the end of the Administrative Report and include the name of the applicant and the water right number (for amendments) on the submittal.

By regular U.S. mail:

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

By overnight/express mail:

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

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED]
Sent: Friday, December 9, 2022 3:26 PM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Good afternoon,

Is a money order ok? The person who cuts checks is out.

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Thursday, December 8, 2022 1:38 PM
To: Amy Hickman [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

You can provide a new completed signed application page with the RFI response, and will need to provide signature authority for the new signer.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team

Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED] >
Sent: Thursday, December 8, 2022 1:11 PM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Thanks.

If we decide to change who is signing the application, do we have to start over? Its just easier to use an existing officer of the company for time saving purposes.

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Wednesday, December 7, 2022 1:41 PM
To: Amy Hickman [REDACTED] >
Cc: Irma Tamayo [REDACTED] >
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Hello Amy,

At this time, we do not have a way to process electronic payment. Please let me know if you have any additional questions.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED]
Sent: Wednesday, December 7, 2022 10:38 AM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Cc: Irma Tamayo [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Good morning Natalia,

For the payment, do we have to send a check or can we pay with a card?

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Tuesday, November 15, 2022 2:10 PM
To: Amy Hickman [REDACTED]
Subject: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Good afternoon,

Please find the attached extension letter for a request for information for the abovementioned application. A response is due by December 12, 2022.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.

This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.

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This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.

SIMS SOUTHWEST CORPORATION
a Texas corporation

WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF A SPECIAL MEETING

The undersigned, being all of the currently serving members of the Board of Directors of **SIMS SOUTHWEST CORPORATION**, a Texas corporation (the "Company"), in lieu of holding a special meeting of the Board of Directors, do hereby take the following actions and adopt the following resolutions by written consent pursuant to the laws of the State of Texas, as amended, and the Bylaws of the Company:

Re: Director Changes

RESOLVED, that the resignation and/or other removal from office of Peter Bird as director of the Company, be, and hereby is, acknowledged and accepted, effective immediately.

RESOLVED, that Lynn Jacobs be, and hereby is, elected as director of the Company and shall serve until her successor is elected and qualified at or before the next annual meeting of the sole stockholder, or until each of their earlier deaths, resignations or removal.

RESOLVED, that Jim Clark be, and hereby is, elected as director of the Company and shall serve until his successor is elected and qualified at or before the next annual meeting of the sole stockholder, or until each of their earlier deaths, resignations or removal.

FURTHER RESOLVED, that after giving effect to the foregoing resolutions, the following individuals are the current directors of the Company:

Rod Shields
Lynn Jacobs
Jim Clark

Re: Officer Changes

RESOLVED, that the resignation or other removal from office of Peter Bird and Rod Shields as officers of the Company, be, and hereby are, acknowledged and accepted.

FURTHER RESOLVED, that the persons whose names are set forth below be, and hereby are, elected to the office of the Company set forth opposite his/her name, effective immediately, to serve until his/her successors are elected and qualified, or until his/her earlier death, resignation or removal:

<u>Name</u>	<u>Office</u>
Lynn Jacobs	President
Jim Clark	Vice President

FURTHER RESOLVED, that after giving effect to the foregoing resolutions, the following individuals are all of the officers of the Company:

<u>Name</u>	<u>Office</u>
Lynn Jacobs	President
Jim Clark	Vice President

Brent Stewart
Cynthia Tait
Scott Miller

Vice President – Risk Management and Treasury
Assistant Treasurer
Secretary

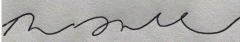
Re: Further Action

RESOLVED, that in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, the officers of the Company are hereby authorized to take all such further action, and to execute and deliver all such further instruments and documents in the name and on behalf of the Company, and under its corporate seal or otherwise, and to pay all such fees and expenses, which shall in their judgment be necessary, proper or desirable.

FURTHER RESOLVED, that any and all actions heretofore taken by any of said officers in connection with the matters approved in the foregoing resolutions, and any matters related or incidental thereto, are hereby ratified, confirmed and approved in all respects.

The actions taken by this Board of Directors Consent shall have the same force and effect as if taken at a special meeting of the Board of Directors of the Company, duly called and constituted pursuant to the laws of the State of Texas, as amended, and the Bylaws of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Board Consent effective as of January 1, 2022.

DocuSigned by:

E0EFF69A2469444...

Rod Shields
Director

Natalia Ponebshek

From: Amy Hickman [REDACTED] >
Sent: Monday, December 12, 2022 3:14 PM
To: Natalia Ponebshek
Cc: Deborah Hays; David Mahan
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter
Attachments: TCEQ Water Rights Permit Application and Supporting Documents.pdf; IMG_2100.JPG

Natalia,

See attached PDF. I'm mailing everything to you today via UPS.

I really appreciate your patience.

Kind regards,

Amy Hickman

Sims Metal
EHS Specialist, Southwest Region

21 Japhet St.
Houston, TX 77020

90 Hirsch Rd.
Houston, TX 77020

Mobile: 713-380-9617

www.simsmm.com



Our Company Core Values: SAFETY - Integrity - Respect - Transparency - Excellence - Social Responsibility

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Monday, December 12, 2022 2:32 PM
To: Amy Hickman [REDACTED] >
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Hello Amy,

We are keeping all of our files electronic, so a PDF copy works well for me, just make sure the signed application is notarized.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED]
Sent: Monday, December 12, 2022 10:16 AM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Good morning Natalia,

I was able to track someone down who has the authority to sign the application. Do you have to have the original or can it be a copy? If I can avoid having to drive to the other side of Houston to pick it up, that would be convenient.

I will be overnighting everything to you today. I can send you a PDF copy of everything I'm mailing.

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Friday, December 9, 2022 4:10 PM
To: Amy Hickman [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Please see our acceptable payment options below. Let me know if you have any additional questions.

HOW TO PAY THE APPLICATION FEE

Payment of the application fee may be made either by check or money order payable to the TCEQ.

To verify receipt of payment, or for any other questions you may have regarding payment of fees to the TCEQ, please call the Cashier's Office at (512) 239-0357.

Mailed Payments

Payment must be mailed in a separate envelope to one of the addresses below. Include Worksheet 8.0 Calculation of Fees located at the end of the Administrative Report and include the name of the applicant and the water right number (for amendments) on the submittal.

By regular U.S. mail:

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

By overnight/express mail:

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

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED] >
Sent: Friday, December 9, 2022 3:26 PM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Good afternoon,

Is a money order ok? The person who cuts checks is out.

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Thursday, December 8, 2022 1:38 PM
To: Amy Hickman [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

You can provide a new completed signed application page with the RFI response, and will need to provide signature authority for the new signer.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED] >
Sent: Thursday, December 8, 2022 1:11 PM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Thanks.

If we decide to change who is signing the application, do we have to start over? Its just easier to use an existing officer of the company for time saving purposes.

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Wednesday, December 7, 2022 1:41 PM
To: Amy Hickman [REDACTED]

Cc: Irma Tamayo [REDACTED]
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Hello Amy,

At this time, we do not have a way to process electronic payment. Please let me know if you have any additional questions.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED] >
Sent: Wednesday, December 7, 2022 10:38 AM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Cc: Irma Tamayo [REDACTED] >
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Good morning Natalia,

For the payment, do we have to send a check or can we pay with a card?

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Tuesday, November 15, 2022 2:10 PM
To: Amy Hickman [REDACTED] >
Subject: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Good afternoon,

Please find the attached extension letter for a request for information for the abovementioned application. A response is due by December 12, 2022.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.

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

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

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

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

1. **Data on Applicant and Project:** Social Security or Federal ID No. 801527602
- A. Name: Sims Southwest Corporation
- B. Mailing Address: 21 Japhet Street, Houston TX 77020
- C. Telephone Number: 713-675-6000 Fax Number: _____ E-mail Address: _____
- D. Applicant owes fees or penalties? Yes No
If yes, provide the amount and the nature of the fee or penalty as well as any identifying number:

- E. Describe Use of Water: Dust suppression via onsite water truck
- F. Description of Project (TDH Project No. if applicable): 21 Japhet Street, Houston, TX 77020
- G. Highway Designation No. _____ County Harris

2. **Type of Diversion (check one):** From Stream From Reservoir
3. **Rate of Diversion:**
A. Maximum 290 gpm
(capacity of pump)

4. **Amount and Source of Water:**
Ten acre-feet of water within a period of 3 years (specify term period not to exceed a three year term). The water is to be obtained from Buffalo Bayou (seg. 1007), tributary of Houston Ship Channel, tributary of San Jacinto River, tributary of Galveston Bay Basin.

5. **Location of Diversion Point:** Provide Latitude and Longitude in decimal degrees to at least six decimal places, and indicate the method used to calculate the diversion point location.
At Latitude 29 45' 36.40 "N, Longitude 95 19' 31.37 "W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) Hirsch Rd., (R-O-W) (Highway), located in Zip Code 77020, located 1.6 miles in a easterly direction from Downtown Houston (County Seat), Harris County, and _____ miles in a _____ direction from _____, a nearby town shown on County road map. Note: Distance in straight line miles.

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

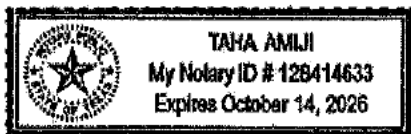
6. **Access to Diversion Point (check one):** Public right-of-way Private property (A letter of permission from landowner is attached) Other (Explain) _____
7. **Fees Enclosed:**
- | | | |
|--------------------------------------------|-----------|-----------|
| Filing | \$ 100.00 | \$ 250.00 |
| Recording..... | \$ 1.25 | \$ 1.25 |
| Use (\$1.00 per ac-ft or fraction thereof) | \$ 10.00 | \$ _____ |
| (Note: 1 ac-ft = 325,851 gals. Total | \$ 111.25 | \$ _____ |
| 1 ac-ft = 7758.35 bbls.) | | |

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

Name (sign) [Signature]

Name (print) LYNN JACOBS

Subscribed and sworn to me as being true and correct before me this 17 day of December, 2022



[Signature]
Notary Public, State of Texas



TCEQ Use Only

TCEQ Core Data Form

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

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)	<input type="checkbox"/> Other	
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 605379064		RN 111507281

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)	
<input type="checkbox"/> New Customer		<input checked="" type="checkbox"/> Update to Customer Information	
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)		<input type="checkbox"/> Change in Regulated Entity Ownership	
The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).			
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)		If new Customer, enter previous Customer below:	
Sims Southwest Corporation fka Proler Southwest Corp.			
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
0801527602	13641699874		
11. Type of Customer:	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other:	
12. Number of Employees		13. Independently Owned and Operated?	
<input type="checkbox"/> 0-20 <input checked="" type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following			
<input type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" type="checkbox"/> Owner & Operator			
<input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> Voluntary Cleanup Applicant <input type="checkbox"/> Other:			
15. Mailing Address:	21 Japhet Street		
	City	Houston	State TX ZIP 77020 ZIP + 4
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable)	
18. Telephone Number	19. Extension or Code	20. Fax Number (if applicable)	
(713) 675-6000		() -	

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If "New Regulated Entity" is selected below this form should be accompanied by a permit application)		
<input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input checked="" type="checkbox"/> Update to Regulated Entity Information		
The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC).		
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)		

23. Street Address of the Regulated Entity: <i>(No PO Boxes)</i>	21 Japhet Street						
	City	Houston	State	TX	ZIP	77020	ZIP + 4
24. County							

Enter Physical Location Description if no street address is provided.

25. Description to Physical Location:	Ferrous Scrap Metal Recycling Facility				
26. Nearest City	State			Nearest ZIP Code	
27. Latitude (N) In Decimal:		28. Longitude (W) In Decimal:			
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
29	45	36.33	95	19	31.04
29. Primary SIC Code (4 digits)	30. Secondary SIC Code (4 digits)	31. Primary NAICS Code (5 or 6 digits)	32. Secondary NAICS Code (5 or 6 digits)		
5093		423930			
33. What is the Primary Business of this entity? <i>(Do not repeat the SIC or NAICS description.)</i>					
Scrap Metal Recycling					
34. Mailing Address:					
	City	State	ZIP	ZIP + 4	
35. E-Mail Address:					
36. Telephone Number		37. Extension or Code		38. Fax Number <i>(if applicable)</i>	
() -				() -	

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


<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input checked="" type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
	TXR05DU47			
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Waste Water	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:

SECTION IV: Preparer Information

40. Name:	Amy Hickman	41. Title:	EHS Specialist
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(713) 380-9617		() -	

SECTION V: Authorized Signature

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

Company:	Sims Southwest Corp fka Proler Southwest Corp	Job Title:	Operations Manager
Name (In Print):	David Mahan	Phone:	(713) 675-6000
Signature:		Date:	12-12-22



December 12, 2022

Sims Metal will take reasonable measures to minimize entrainment and impingement of aquatic organisms. Sims Metal will use an intake structure with a suction strainer consisting of 3/8" round perforated steel screen and flow through velocity of 0.68 ft./s.

Sincerely,
Sims Southwest Corporation
d/b/a Sims Metal

A handwritten signature in cursive script that reads 'Amy Hickman'.

Amy Hickman
EHS Specialist, Southwest Region

Sims Southwest Corporation

RN111507281 CN605379064

WRTP 13841

Temporary Water Rights Permit

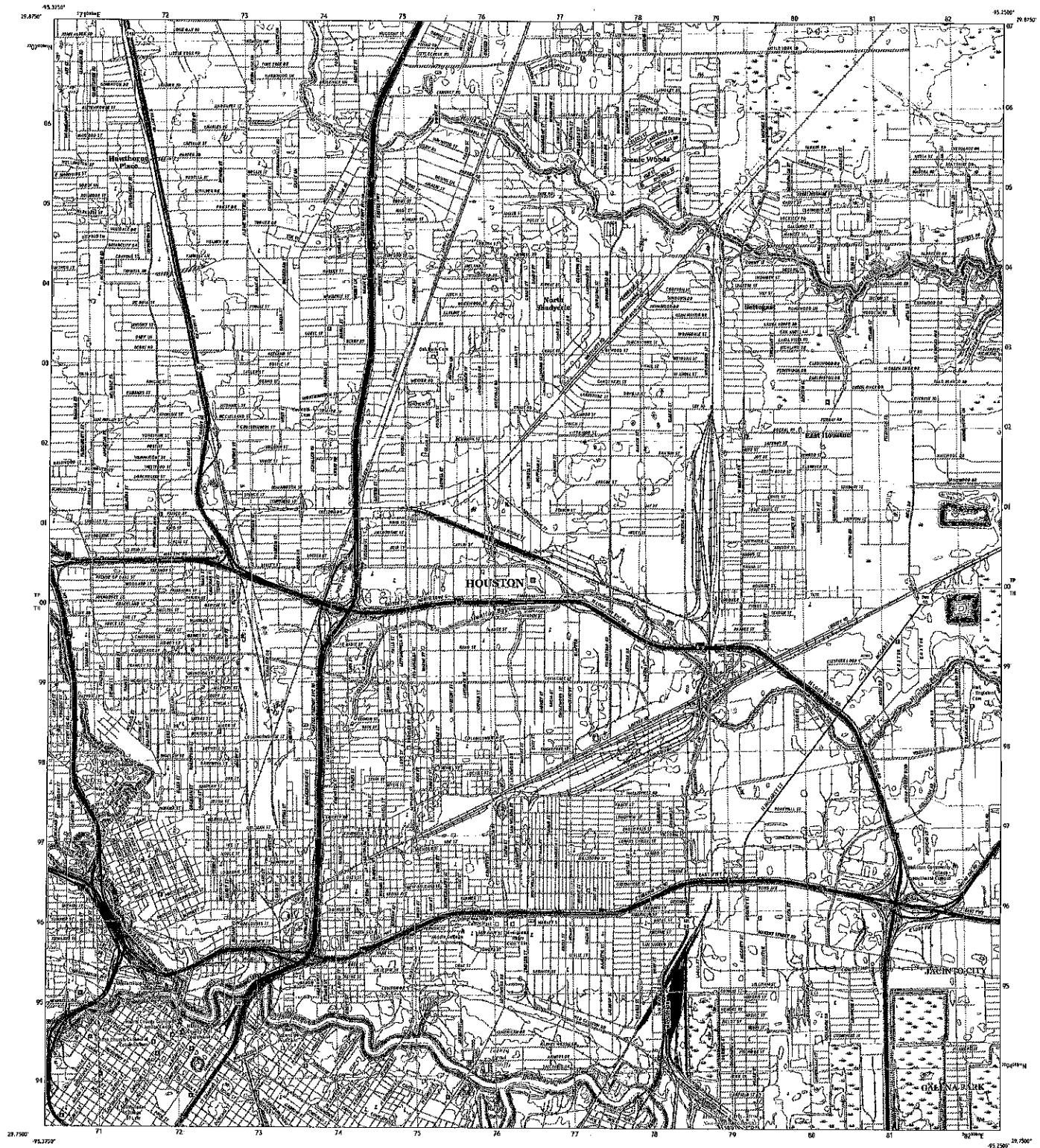




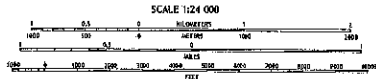
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



SETTEGAST QUADRANGLE
TEXAS - HARRIS COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
This map is a digital derivative of the original
topographic map and is not a substitute for the original
topographic map. The map is a digital derivative of the
original topographic map and is not a substitute for the
original topographic map.



1	2	3
4	5	6
7	8	9

QUADRANGLE SHEETS

ROAD CLASSIFICATION

Primary	Secondary	Minor	Local
Interstate	State	County	City

SETTEGAST, TX
2022



Natalia Ponebshek

From: Natalia Ponebshek
Sent: Tuesday, November 15, 2022 2:10 PM
To: Amy Hickman
Subject: Sims Southwest Corporation WRTP 13841 RFI Ext Letter
Attachments: Sims_Southwest_Corporation_13841_3rd_RFI_1_Ext_Letter_11.15.2022.pdf;
Sims_Southwest_Corporation_13841_RFI_1_Sent_8.10.2022.pdf

Good afternoon,

Please find the attached extension letter for a request for information for the abovementioned application. A response is due by December 12, 2022.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

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 15, 2022

Ms. Amy Hayworth, EHS Specialist
Sims Southwest Corporation
21 Japhet Street
Houston, TX 77020

VIA E-MAIL

RE: Sims Southwest Corporation
WRTP 13841
CN605379064, RN111507281
Application No. 13841 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Buffalo Bayou, San Jacinto River Basin
Harris County

Dear Ms. Hayworth:

This acknowledges receipt, on November 9, 2022, of the applicant's request for an additional extension of time to respond to the Texas Commission on Environmental Quality's request for information, dated August 10, 2022.

An extension is granted until December 12, 2022, and after that date the application may be returned pursuant to Title 30 Texas Administrative Code § 281.18. No further extensions will be granted associated with this request for information.

If you have any questions concerning this matter, please contact Ms. Natalia Ponebshek via e-mail at Natalia.Ponebshek@tceq.texas.gov or by telephone at (512) 239-4641.

Sincerely,

A handwritten signature in cursive script that reads "J. Brooke McGregor".

Brooke McGregor, Section Manager
Water Rights Permitting and Availability Section
Water Availability Division

BM/np

Natalia Ponebshek

From: Amy Hickman [REDACTED]
Sent: Wednesday, November 9, 2022 5:13 PM
To: Natalia Ponebshek
Subject: Re: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

Follow Up Flag: Follow up
Flag Status: Flagged

Good evening,

I'm requesting some additional time. This came through while I was out on maternity leave and I have been trying to get our legal team to give me the requested information. I sent out another email to my supervisor and GM explaining the urgency. I appreciate your patience and understanding.

Get [Outlook for iOS](#)

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Thursday, October 13, 2022 5:23:14 PM
To: Amy Hickman [REDACTED]
Subject: Sims Southwest Corporation WRTP 13841 RFI Ext Letter

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Please find the attached extension letter for a request for information for the abovementioned application. A response is due by November 10, 2022.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

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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

October 13, 2022

Ms. Amy Hickman, EHS Specialist
Sims Southwest Corporation
21 Japhet Street
Houston, TX 77020

VIA E-MAIL

RE: Sims Southwest Corporation
WRTP 13841
CN605379064, RN111507281
Application No. 13841 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Buffalo Bayou, San Jacinto River Basin
Harris County

Dear Ms. Hayworth:

This acknowledges receipt, on October 12, 2022, of the applicant's request for an additional extension of time to respond to the Texas Commission on Environmental Quality's request for information, dated August 10, 2022.

An extension is granted until November 10, 2022, and after that date the application may be returned pursuant to Title 30 Texas Administrative Code § 281.18. No further extensions will be granted associated with this request for information.

If you have any questions concerning this matter, please contact Ms. Natalia Ponebshek via e-mail at Natalia.Ponebshek@tceq.texas.gov or by telephone at (512) 239-4641.

Sincerely,

A handwritten signature in cursive script that reads "J. Brooke McGregor".

Brooke McGregor, Section Manager
Water Rights Permitting and Availability Section
Water Availability Division

BM/np

Natalia Ponebshek

From: Amy Hickman [REDACTED] >
Sent: Wednesday, October 12, 2022 8:52 AM
To: Natalia Ponebshek
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Extension Letter

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Natalia,

I apologize but I need to request another extension. Some of the requested information I have to get from other departments.

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Monday, September 19, 2022 3:31 PM
To: Amy Hickman [REDACTED] >
Subject: Sims Southwest Corporation WRTP 13841 RFI Extension Letter

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

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Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

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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

September 19, 2022

Ms. Amy Hayworth, EHS Specialist
Sims Southwest Corporation
21 Japhet Street
Houston, TX 77020

VIA E-MAIL

RE: Sims Southwest Corporation
WRTP 13841
CN605379064, RN111507281
Application No. 13841 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Buffalo Bayou, San Jacinto River Basin
Harris County

Dear Ms. Hayworth:

This acknowledges receipt, on September 15, 2022, of the applicant's request for an additional extension of time to respond to the Texas Commission on Environmental Quality's request for information, dated August 10, 2022.

An extension is granted until October 10, 2022, and after that date the application may be returned pursuant to Title 30 Texas Administrative Code § 281.18.

If you have any questions concerning this matter, please contact Ms. Natalia Ponebshek via e-mail at Natalia.Ponebshek@tceq.texas.gov or by telephone at (512) 239-4641.

Sincerely,

A handwritten signature in cursive script that reads "J. Brooke McGregor".

Brooke McGregor, Section Manager
Water Rights Permitting and Availability Section
Water Availability Division

BM/np

Natalia Ponebshek

From: Amy Hickman [REDACTED] >
Sent: Thursday, September 15, 2022 11:18 AM
To: Natalia Ponebshek
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Sent

Good morning Natalia,

Unfortunately, I didn't receive the attachment. Can you please resend that?

Additionally, I'd like to request some more time to get this back to you. I'm playing catch up since getting back from maternity leave but will definitely prioritize getting this back to you.

Kind regards,

Amy Hickman

Sims Metal
EHS Specialist, Southwest Region

21 Japhet St.
Houston, TX 77020

90 Hirsch Rd.
Houston, TX 77020

Mobile: 713-380-9617

www.simsmm.com

[REDACTED]



Our Company Core Values: SAFETY - Integrity - Respect - Transparency - Excellence - Social Responsibility

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Tuesday, September 13, 2022 12:06 PM
To: Amy Hickman [REDACTED] >
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Sent

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Yes. The attachment is a request for information. If you need additional time to complete this request, please reply to this email requesting an extension. Let me know if you have any questions regarding the request.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Amy Hickman [REDACTED] >
Sent: Tuesday, September 13, 2022 12:02 PM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Subject: RE: Sims Southwest Corporation WRTP 13841 RFI Sent

Hey Natalia,

Is this the email you were referring to yesterday?

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Wednesday, August 10, 2022 3:11 PM
To: Amy Hickman [REDACTED]
Subject: Sims Southwest Corporation WRTP 13841 RFI Sent

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Please find the attached request for information for the abovementioned application. A response is due by September 9, 2022.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.

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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

August 10, 2022

Mr. John Hayworth, EHS Consultant
Sims Southwest Corporation
21 Japhet Street
Houston, TX 77020

VIA E-MAIL

RE: Sims Southwest Corporation
WRTP 13841
CN605379064, RN111507281
Application No. 13841 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Buffalo Bayou, San Jacinto River Basin
Harris County

Dear Mr. Hayworth:

This acknowledges receipt, on May 25, 2022, of the referenced application and fees in the amount of \$111.25 (Receipt No. M217575, copy attached).

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

Note, TCEQ has previously granted a temporary water use permit for the same location requested by this application; therefore, staff will process this application as a request to divert and use water for a maximum of one year pursuant to Texas Water Code § 11.138(d) which states that the Commission may not issue a temporary permit for a period exceeding three calendar years.

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 written evidence that David Mahan is authorized to sign the application for Sims Southwest Corporation, pursuant to Title 30 Texas Administrative Code (TAC) § 295.14(5) which states:

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

3. Provide recorded copies of legal documents establishing ownership of the proposed diversion point, or a copy of a duly acknowledged written easement, consent, or license from the landowner(s) whose land is associated with the proposed diversion point, pursuant to Title 30 TAC § 295.10.

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • tceq.texas.gov

How is our customer service? tceq.texas.gov/customerurvey

printed on recycled paper

Mr. John Hayworth
Application No. 13841
August 10, 2022
Page 2 of 2

4. Remit fees in the amount of \$21.62 as described below. Please make check payable to the Texas Commission on Environmental Quality or the TCEQ.

Filing Fee	\$ 100.00
Recording Fee	\$ 1.25
Use Fee (\$1.00 per acre-foot x 10 acre-feet)	\$ 10.00
Notice Fee (\$0.94 x 23)	\$ 21.62
<hr/> TOTAL FEES	\$ 132.87
FEES RECEIVED	\$ 111.25
<hr/> TOTAL FEES DUE	\$ 21.62

Please provide the requested information and fees by September 9, 2022 or the application may be returned pursuant to Title 30 TAC § 281.18.

If you have any questions concerning this matter, please contact me via e-mail at Natalia.Ponebshek@tceq.texas.gov or by telephone at (512) 239-4641.

Sincerely,

Natalia Ponebshek

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
Texas Commission on Environmental Quality

Attachment



26-MAY-22 11:58 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
TEMP/EMERG WTR USE PRMT ISSUE	EMG EMG TEMPORARY/EMERGENCY WTR USE PERMIT ISSUE	M217575	900011802 052622	 N CK	BS00095098 D2802757	26-MAY-22	-\$111.25
	EMG EMG TEMPORARY/EMERGENCY WTR USE PERMIT ISSUE	M217576	148664 052622	 N CK	BS00095098 D2802757	26-MAY-22	-\$36.62
		RK HALL LLC	VHERNAND	CK			
						Total (Fee Code):	-\$147.87

Natalia Ponebshek

From: John Hayworth [REDACTED]
Sent: Friday, June 24, 2022 1:48 PM
To: Amy Hickman; Natalia Ponebshek
Subject: RE: Sims Southwest Corporation WRTP 13841

Importance: High

As I am certain Amy told you we will be applying for a perpetual permit so an extension of the current three year permit is appropriate. Please contact me with any questions otherwise I will be contacting you when we begin the perpetual application process. Thank you in advance for your assistance!

Regards,

John Hayworth
EHS Consultant
713/702-3803

From: Amy Hickman [REDACTED] >
Sent: Friday, June 24, 2022 11:50 AM
To: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Cc: John Hayworth [REDACTED] >
Subject: RE: Sims Southwest Corporation WRTP 13841

Natalia,

I've CC'd John Hayworth on this email. He will be filling in for me while I'm out on leave. He is aware of where we currently are with the application(s).

John Hayworth
[REDACTED]
713-702-3803

From: Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Sent: Friday, June 3, 2022 2:39 PM
To: Amy Hickman [REDACTED] >
Subject: RE: Sims Southwest Corporation WRTP 13841

***** EXTERNAL EMAIL - PLEASE USE CAUTION *** This email originated from outside of Sims. Do not click or open attachments unless you recognize the sender and know the content is safe.**

Hello Amy,

Per our phone conversation yesterday, please see information regarding temporary water use permits. Please let me know if you have any questions.

Per Title 30 Texas Administrative Code 297.13, "The period of time to use water authorized by a temporary permit which was initially granted for a period of less than three years may be extended by the commission upon written request by

the permittee, but in no event shall the entire period including the initial period as well as any extension exceed three years”.

In 2019, a temporary permit was issued for two years at the requested location.

If you would like to have a permit for longer than one year, a perpetual permit could be considered. You can find the application and instructions at the link below. A pre-application meeting would be required prior to submittal.

[Applications and Forms Related to Surface Water Rights - Texas Commission on Environmental Quality - www.tceq.texas.gov](http://www.tceq.texas.gov)

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

From: Natalia Ponebshek
Sent: Wednesday, June 1, 2022 4:12 PM
[REDACTED]
Subject: Sims Southwest Corporation WRTP 13841

Hello,

I am the project manager for the Sims Southwest Corporation App No. 13841 temporary water rights application. I have a quick question, if you are able to give me a call at 512-239-4641 at your earliest convenience.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

This transmission may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thank you.

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

Call to: Amy Hickman	Call from: Natalia Ponebshek
Date: 6/24/2022	Applicant: Sims Southwest Corporation WRTP 13841
<i>Information for File follows:</i> Applicant plans to proceed with the current application.	
Signed <i>Natalia Ponebshek</i>	6/24/2022

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

Call to: Amy Hickman	Call from: Natalia Ponebshek
Date: 6/10/2022	Applicant: Sims Southwest Corporation WRTP 13841
<i>Information for File follows:</i> Applicant plans to withdraw and submit a perpetual permit.	
Signed <i>Natalia Ponebshek</i> 6/10/2022	

EMG

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

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

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

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

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

1. **Data on Applicant and Project:** Social Security or Federal ID No. 801527602
- A. Name: Sims Southwest Corporation
- B. Mailing Address: 21 Japhet Street, Houston TX 77020
- C. Telephone Number: 713-675-6000 Fax Number: _____ E-mail Address: _____
- D. Applicant owes fees or penalties? Yes No
If yes, provide the amount and the nature of the fee or penalty as well as any identifying number:

- E. Describe Use of Water Dust suppression via onsite water truck
- F. Description of Project (TDH Project No. if applicable) 21 Japhet Street, Houston, TX 77020
- G. Highway Designation No. _____ County Harris

217575
E 26 N
OF STATE TCEQ

2. **Type of Diversion (check one):** From Stream From Reservoir
3. **Rate of Diversion:**
A. Maximum 290 gpm
(capacity of pump)

4. **Amount and Source of Water:**
10 acre-feet of water within a period of 3 years (specify term period not to exceed a three year term). The water is to be obtained from Buffalo Bayou (seg. 1007) tributary of Houston Ship Channel tributary of San Jacinto River tributary of Galveston Bay Basin.

5. **Location of Diversion Point:** Provide Latitude and Longitude in decimal degrees to at least six decimal places, and indicate the method used to calculate the diversion point location.
At Latitude 29°45'36.40" N, Longitude 95°19'31.37" W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) Hirsch Rd (R-O-W) (Highway), located in Zip Code 77020, located 1.6 miles in a easterly direction from Downtown Houston (County Seat), Harris County, and _____ miles in a _____ direction from _____ a nearby town shown on County road map. Note: Distance in straight line miles.

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

6. **Access to Diversion Point (check one):**
- Public right-of-way
- Private property
(A letter of permission from landowner is attached)
- Other (Explain)

7. **Fees Enclosed:**

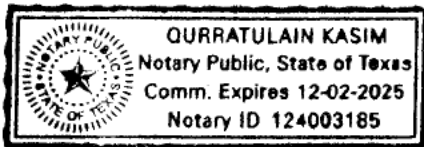
	10 ac-ft or less	greater than 10 ac-ft
Filing	\$ 100.00	\$ 250.00
Recording.....	\$ 1.25	\$ 1.25
Use (\$1.00 per ac-ft or fraction thereof)	\$ 10.00	\$ _____
(Note: 1 ac-ft = 325,851 gals. Total	\$111.25	\$ _____
1 ac-ft = 7758.35 bbls.)		

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

[Signature]
Name (sign)

David Mahan
Name (print)

Subscribed and sworn to me as being true and correct before me this 12th day of May, 2022



[Signature]
Notary Public, State of Texas

RECEIVED

MAY 25 2022

Water Availability Division

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

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

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

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

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

1. Data on Applicant and Project: Social Security or Federal ID No. 801527602
A. Name: Sims Southwest Corporation
B. Mailing Address: 21 Japhet Street, Houston TX 77020
C. Telephone Number: 713-675-6000 Fax Number: E-mail Address:
D. Applicant owes fees or penalties? Yes No
If yes, provide the amount and the nature of the fee or penalty as well as any identifying number:

E. Describe Use of Water: Dust suppression via onsite water truck
F. Description of Project (TDH Project No. if applicable): 21 Japhet Street, Houston, TX 77020
G. Highway Designation No. County: Harris

2. Type of Diversion (check one): 3. Rate of Diversion:
[X] From Stream [] From Reservoir
A. Maximum 290 gpm (capacity of pump)

4. Amount and Source of Water:
10 acre-feet of water within a period of 3 years (specify term period not to exceed a three year term). The water is to be obtained from Buffalo Bayou (seg. 1007) tributary of Houston Ship Channel tributary of San Jacinto River, tributary of Galveston Bay Basin.

5. Location of Diversion Point: Provide Latitude and Longitude in decimal degrees to at least six decimal places, and indicate the method used to calculate the diversion point location.
At Latitude 29.45 36.40 N, Longitude 95.19 31.37 W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) Hirsch Rd (R-O-W) (Highway), located in Zip Code 77020, located 1.6 miles in a easterly direction from Downtown Houston (County Seat), Harris County, and miles in a direction from, a nearby town shown on County road map. Note: Distance in straight line miles.

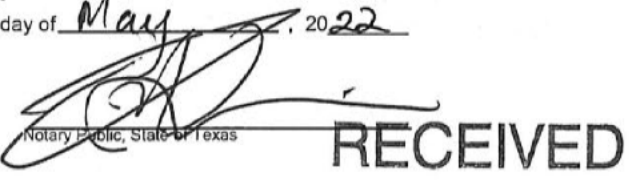
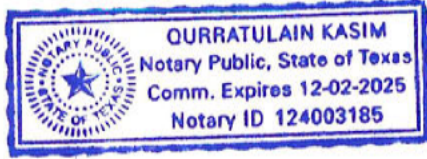
Enclose a USGS 7.5 minute topographic map with the diversion point and/or the return water discharge points labeled. Owner's written consent is required for water used from any private reservoir, or private access to diversion point.

6. Access to Diversion Point (check one): 7. Fees Enclosed:
[] Public right-of-way
[X] Private property (A letter of permission from landowner is attached)
[] Other (Explain)
Filing \$ 100.00 \$ 250.00
Recording \$ 1.25 \$ 1.25
Use (\$1.00 per ac-ft or fraction thereof) \$ 10.00 \$
Total \$ 111.25 \$
(1 ac-ft = 325,851 gals. 1 ac-ft = 7758.35 bbls.)

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

Name (sign) David Mahan Name (print)

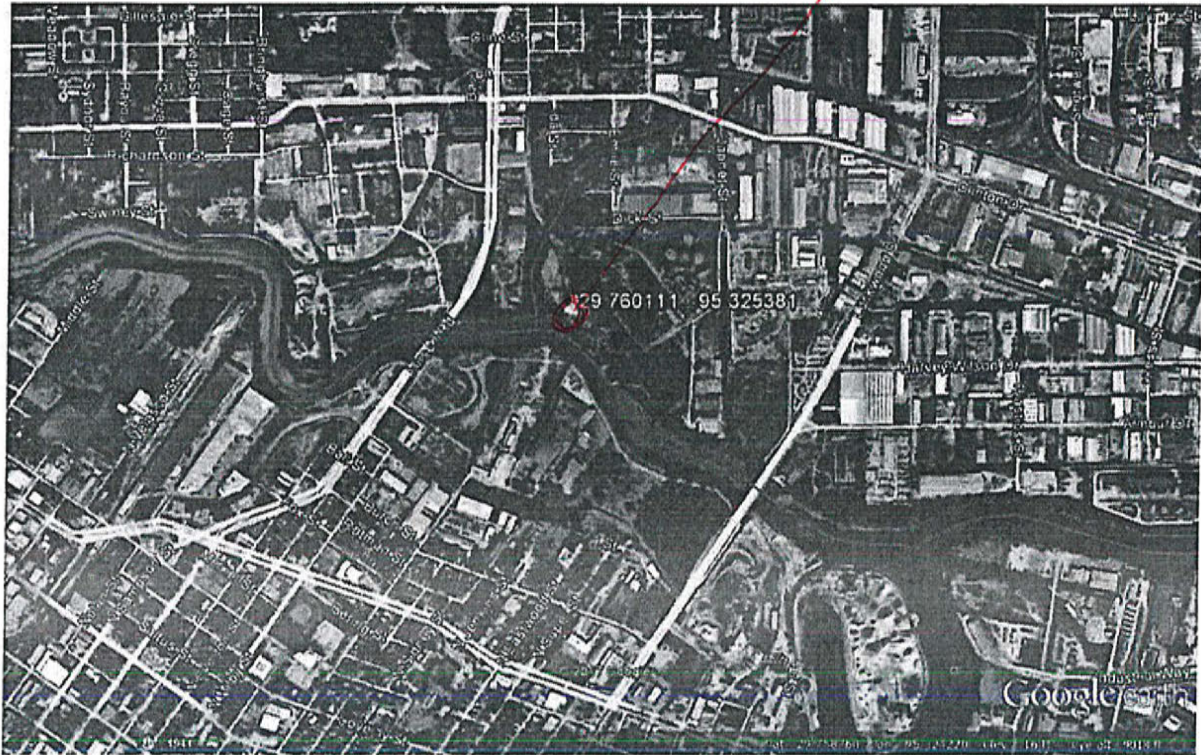
Subscribed and sworn to me as being true and correct before me this 12th day of May, 2022



Proler Southwest, L.P.
RN110063195
Address: Diversion point at Latitude: 29.760111 Longitude: -95.325381
Investigation No.: 1460005
Temporary Water Rights Permit

OVERVIEW MAP

Withdrawal Point

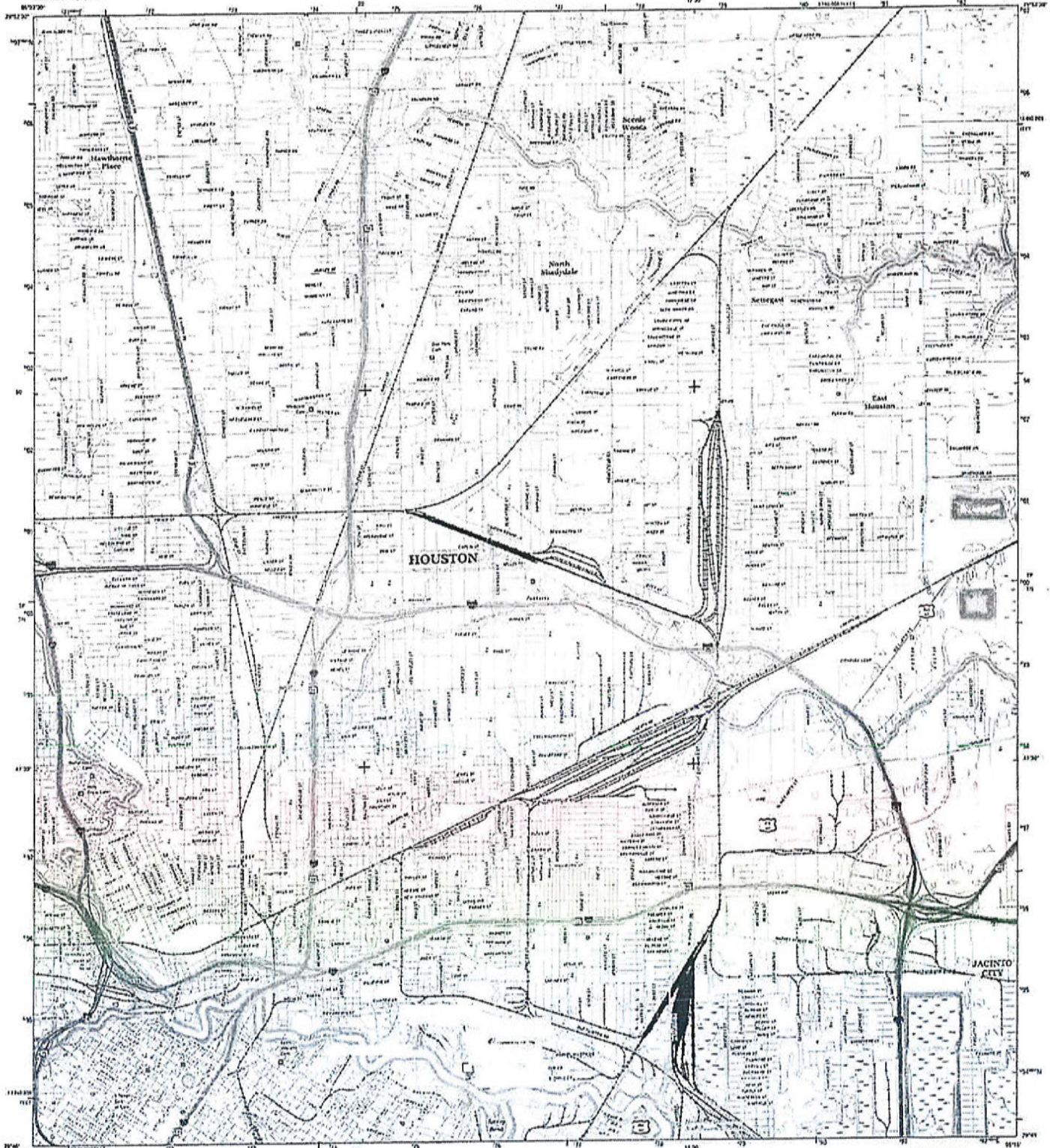




U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



SETTEGAST QUADRANGLE
TEXAS-HARRIS CO.
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD 83)
Scale: Horizontal Scale of 1:24,000. Precision and
1:24,000 for spot heights. Vertical Scale: 1 inch = 100 feet.
This map is a digital elevation model. Accuracy may be
affected by the accuracy of the source data. Accuracy
statements are not shown. Please refer to the
accuracy statement.

Scale: 1:24,000
Horizontal Scale: 1 inch = 200 feet
Vertical Scale: 1 inch = 100 feet

Horizontal Datum: NAD 83
Vertical Datum: NGVD 29
Projection: UTM
Zone: 16N
Datum: NAD 83
Vertical Datum: NGVD 29
Projection: UTM
Zone: 16N



ORTHOMETRIC ELEVATION
HEIGHTS ARE GIVEN IN FEET
This map was produced in collaboration with the
National Geospatial Program for the State of Texas
to provide the information with the project in 2016.



1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

ROAD CLASSIFICATION	
Interstate	State or Federal
Secondary Road	Local Road
Trail	Path
Water	Canal
Boundary	Other

SETTEGAST, TX
2016





TCEQ Use Only

TCEQ Core Data Form

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

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input type="checkbox"/> Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 603193723		RN 110063195

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)	
<input type="checkbox"/> New Customer		<input checked="" type="checkbox"/> Update to Customer Information	
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)		<input type="checkbox"/> Change in Regulated Entity Ownership	
The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).			
6. Customer Legal Name (If an individual, print last name first: eg. Doe, John)		If new Customer, enter previous Customer below:	
Sims Southwest Corporation fka Proler Southwest Corp.			
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
0801527602	13641699874	36-4169987	
11. Type of Customer:	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other:	
12. Number of Employees		13. Independently Owned and Operated?	
<input type="checkbox"/> 0-20 <input checked="" type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following			
<input type="checkbox"/> Owner		<input type="checkbox"/> Operator	
<input type="checkbox"/> Occupational Licensee		<input checked="" type="checkbox"/> Owner & Operator	
<input type="checkbox"/> Responsible Party		<input type="checkbox"/> Voluntary Cleanup Applicant	
<input type="checkbox"/> Other:			
15. Mailing Address:	21 Japhet Street		
	City	Houston	State TX ZIP 77020 ZIP + 4
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable)	
18. Telephone Number	19. Extension or Code	20. Fax Number (if applicable)	
(713) 675-6000		() -	

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected below this form should be accompanied by a permit application)	
<input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input checked="" type="checkbox"/> Update to Regulated Entity Information	
The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC).	
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)	

23. Street Address of the Regulated Entity: <i>(No PO Boxes)</i>	21 Japhet Street						
	City	Houston	State	TX	ZIP	77020	ZIP + 4
24. County							

Enter Physical Location Description if no street address is provided.

25. Description to Physical Location:	Ferrous Scrap Metal Recycling Facility				
26. Nearest City				State	Nearest ZIP Code
27. Latitude (N) In Decimal:		28. Longitude (W) In Decimal:			
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
29	45	36.33	95	19	31.04
29. Primary SIC Code (4 digits)	30. Secondary SIC Code (4 digits)	31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)	
5093		423930			
33. What is the Primary Business of this entity? <i>(Do not repeat the SIC or NAICS description.)</i>					
Scrap Metal Recycling					
34. Mailing Address:					
	City		State	ZIP	ZIP + 4
35. E-Mail Address:					
36. Telephone Number		37. Extension or Code		38. Fax Number <i>(if applicable)</i>	
() -				() -	

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

<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input checked="" type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	TXR05DU47	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
	<input type="checkbox"/> Waste Water			

SECTION IV: Preparer Information

40. Name:	Amy Hickman	41. Title:	EHS Specialist
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
() -		() -	

SECTION V: Authorized Signature

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

Company:	Sims Southwest Corp fka Proler Southwest Corp	Job Title:	Operations Manager
Name <i>(In Print)</i> :	David Mahan	Phone:	(713) 675- 6000
Signature:		Date:	