



**TERRABELLA ENVIRONMENTAL SERVICES INC.
PLEASANTON FACILITY
PLEASANTON, ATASCOSA COUNTY, TEXAS**

**TYPE V MUNICIPAL SOLID WASTE
REGISTRATION APPLICATION
PART I**

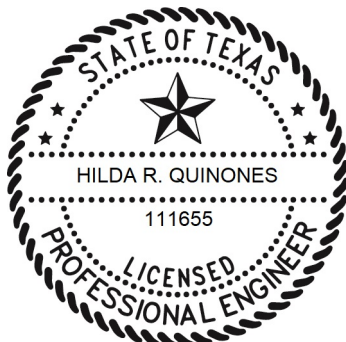
Prepared for:

Terrabella Environmental Solutions Inc.
Operator: Michael D. Carr
Physical: 433 Zander Lane, Pleasanton, TX 78064
Mailing: PO BOX 39 Leming, TX 78050

Prepared on June 24, 2020

Prepared by:

Q&A Diversified LLC
www.qnadiversified.com
PO Box 761283
San Antonio TX 78245
TX Registered Engineering Firm F-15923





June 23, 2020



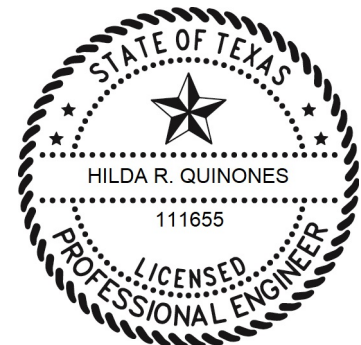
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June 23, 2020

Facility Name: Terrabella Environmental Services Pleasanton
Permittee/Registrant Name: Terrabella Environmental Services Inc
MSW Authorization #:
Initial Submittal Date: 6/24/2020
Revision Date:



Texas Commission on Environmental Quality
**Part I Application Form for New Permit, Permit
Amendment, or Registration for a
Municipal Solid Waste Facility**

1. Reason for Submittal

☒ Initial Submittal ☐ Notice of Deficiency (NOD) Response

2. Authorization Type

☐ Permit ☒ Registration

3. Application Type

☐ New Permit ☐ Permit Major Amendment ☐ Permit Major Amendment (Limited Scope)
☒ New Registration

4. Application Fees

Amount

☐ \$2,050 for Permits and Permit Amendments ☒ \$150 for Registrations

Payment Method

☐ Check ☒ Online through ePay portal <<https://www3.tceq.texas.gov/epay/>>

If paid online, enter ePay Trace Number: **462105, 462106**

5. Application URL

Is the application submitted for a Type I Arid Exempt (AE) or Type IV AE facility?

☐ Yes ☒ No

If the answer is "No", provide the URL address of a publicly accessible internet web site where the application and all revisions to that application will be posted.

<http://www.qnadiversified.com/permits>

6. Application Publishing

Party Responsible for Publishing Notice:

☒ Applicant ☐ Agent in Service ☐ ConsultantContact Name: **Michael D. Carr** Title: **President****7. Alternative Language Notice**

Is an alternative language notice required for this application? (For determination refer to Alternative Language Checklist on the Public Notice Verification Form TCEQ-20244-Waste)

☒ Yes ☐ No**8. Public Place Location of Application**Name of the Public Place: **Pleasanton Public Library**Physical Address: **115 North Main Street**City: **Pleasanton** County: **Atascosa** State: **Texas** Zip Code: **78064**(Area code) Telephone Number: **(830) 569-6322****9. Consolidated Permit Processing**

Is this submittal part of a consolidated permit processing request, in accordance with 30 TAC Chapter 33?

☐ Yes ☐ No ☒ Not Applicable

If "Yes", state the other TCEQ program authorizations requested:

10. Confidential Documents

Does the application contain confidential documents?

☐ Yes ☒ No

If "Yes", cross-reference the confidential documents throughout the application and submit as a separate attachment in a binder clearly marked "CONFIDENTIAL."

11. Permits and Construction Approvals

Permit or Approval	Received	Pending	Not Applicable
Hazardous Waste Management Program under the Texas Solid Waste Disposal Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Underground Injection Control Program under the Texas Injection Well Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
National Pollutant Discharge Elimination System Program under the Clean Water Act and Waste Discharge Program under Texas Water Code, Chapter 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prevention of Significant Deterioration Program under the Federal Clean Air Act (FCAA). Nonattainment Program under the FCAA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
National Emission Standards for Hazardous Air Pollutants Preconstruction Approval under the FCAA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ocean Dumping Permits under the Marine Protection Research and Sanctuaries Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dredge or Fill Permits under the CWA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Licenses under the Texas Radiation Control Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (describe)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (describe)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (describe)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (describe)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. General Facility Information

Facility Name: Terrabella Environmental Services Pleasanton

Contact Name: **Michael D. Carr**

Title: **President**

MSW Authorization No. (if available):

Regulated Entity Reference No. (if issued)*: **RN110896578**

Physical or Street Address (if available): **433 Zander Lane**

City: **Pleasanton** County: **Atascosa** State: **Texas** Zip Code: **78064**

(Area Code) Telephone Number: **(210) 892-4496**

Latitude (Degrees, Minutes Seconds): **28° 58' 56.33" N**

Longitude (Degrees, Minutes Seconds): **98° 26' 32.30" W**

Benchmark Elevation (above mean sea level): **370** ft.

Provide a description of the location of the facility with respect to known or easily identifiable landmarks: **The facility is approximately 2 miles southeast of the intersection of Interstate Highway 37 (IH-37) with TX-97 and 0.2 miles north of the intersection of Corgay Road and Zander Lane.**

Detail access routes from the nearest United States or state highway to the facility:

IH-37, exit 109 (TX-97). Proceed west on TX-97 towards Pleasanton for 1.4 miles. Turn left (south) on Corgey Road, travel 0.5 miles to Zander Lane, then turn left (north) onto Zander Lane to reach the facility's gated entrance 0.2 miles on the left (west).

*If this number has not been issued for the facility, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Facility as the Regulated Entity.

13. Facility Type(s)

- ☐ Type I
 ☐ Type IV
 ☒ Type V
☐ Type I AE
 ☐ Type IV AE
 ☐ Type VI

14. Activities Conducted at the Facility

- ☒ Storage
 ☒ Processing
 ☐ Disposal

15. Facility Waste Management Unit(s)

- ☐ Landfill Unit(s)
 ☐ Incinerator(s)
☐ Class 1 Landfill Unit(s)
 ☐ Autoclave(s)
☐ Process Tank(s)
 ☐ Refrigeration Unit(s)
☒ Storage Tank(s)
 ☐ Mobile Processing Unit(s)
☐ Tipping Floor
 ☐ Type VI Demonstration Unit
☒ Storage Area
 ☐ Compost Pile(s) and/or Vessel(s)
☒ Container(s)
 ☐ Other (specify):
☐ Roll-off Boxes
 ☐ Other (specify):
☐ Surface Impoundment
 ☐ Other (specify)

16. Description of Proposed Facility or Changes to Existing Facility

Provide a brief description of the proposed activities if application is for a new facility, or the proposed changes to an existing facility or permit conditions if the application is for an amendment.

Terrabella Environmental Services Inc (TES) proposes to construct and operate the TES Pleasanton Transfer Facility located in Atascosa County, Texas. The facility stores and transfers non-industrial non-hazardous liquid waste and solid waste. The facility's primary sources include non-industrial facilities such as medical facilities, storage warehouses, and other general business which is categorized as non-industrial per TCEQ definitions.

The facility will receive for storage and processing formalin and water; unused and/or expired IV bags, non-hazardous non-industrial liquids, and other products or waste acknowledged for receipt by the TCEQ Industrial and Hazardous Waste Section regarding notifications in accordance with 30 TAC 335.6. The facility will not accept waste defined in 30 TAC 330.15, relating to General Prohibitions unless otherwise identified in this application and the issued Registration. Additional information can be found in the Supplementary Technical Report - Attachment 1.

17. Facility Contact Information

Site Operator (Permittee/Registrant) Name: Terrabella Environmental Services Inc

Customer Reference No. (if issued)*: **CN604334904**

Contact Name: **Michael D. Carr**

Title: **President**

Mailing Address: **PO Box 39**

City: **Leming** County: **Atascosa** State: **Texas** Zip Code: **78050**

(Area Code) Telephone Number: **(210) 892-4496**

Email Address: **mcarr@terrabellaes.com**

TX Secretary of State (SOS) Filing Number: **801586147**

*If the Site Operator (Permittee/Registrant) does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Site Operator (Permittee/Registrant) as the Customer.

Operator Name¹: Michael D. CarrCustomer Reference No. (if issued)*: **604334904**Contact Name: **Michael D. Carr**Title: **President**Mailing Address: **PO Box 39**City: **Leming** County: **Atascosa** State: **Texas** Zip Code: **78050**(Area Code) Telephone Number: **(210) 892-4496**Email Address: **mcarr@terrabellaes.com**TX SOS Filing Number: **801586147**¹If the Operator is the same as Site Operator/Permittee type "Same as "Site Operator (Permittee/Registrant)".

*If the Operator does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Operator as the customer.

Consultant Name (if applicable): Hilda QuinonesTexas Board of Professional Engineers Firm Registration Number: **F-15923**Contact Name: **Hilda Quinones**Title: **Principal Engineer**Mailing Address: **PO Box 761283**City: **San Antonio** County: **Bexar** State: **Texas** Zip Code: **78245**(Area Code) Telephone Number: **(210) 896-8711**E-Mail Address: **hildaq@qnadiversified.com****Agent in Service Name (required only for out-of-state):**

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-Mail Address:

18. Facility Supervisor's License

Select the Type of License that the Solid Waste Facility Supervisor, as defined in 30 TAC Chapter 30, Occupational Licenses and Registrations, will obtain prior to commencing facility operations.

☐ Class A ☒ Class B**19. Ownership Status of the Facility**

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Federal Government |
| <input type="checkbox"/> Individual | <input type="checkbox"/> City Government | <input type="checkbox"/> Other Government |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> County Government | <input type="checkbox"/> Military |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> State Government | <input type="checkbox"/> Other (specify): |

Does the Site Operator (Permittee/Registrant) own all the facility units and all the facility property?

☒ Yes ☐ No

If "No", provide the information requested below for any additional ownership.

Owner Name:

Street or P.O. Box:

City: County: State: Zip Code:

(Area Code) Telephone Number:

Email Address (optional):

20. Other Governmental Entities Information

Texas Department of Transportation District: San Antonio

District Engineer's Name: **Mario R. Jorge, PE**

Street Address or P.O. Box: **4615 NW Loop 410**

City: **San Antonio** County: **Bexar** State: **Texas** Zip Code: **78229**

(Area Code) Telephone Number: **(210) 615-1110**

E-Mail Address (optional):

The Local Governmental Authority Responsible for Road Maintenance (if applicable): TXDOT Pleasanton Office

Contact Person's Name: **Clint Rodriguez**

Street Address or P.O. Box: **2154 S. Second St.**

City: **Pleasanton** County: **Atascosa** State: **Texas** Zip Code: **78064**

(Area Code) Telephone Number: **(830) 281-5384**

E-Mail Address (optional):

City Mayor Information

City Mayor's Name: **Travis Hall, Jr.**

Office Address: **108 Second St.**

City: **Pleasanton** County: **Atascosa** State: **Texas** Zip Code: **78064**

(Area Code) Telephone Number: **(830) 569-3867**

E-Mail Address (optional): **mayor@pleasantontx.gov**

City Health Authority:Defer to the Texas Department of State Health Services (TDSHS)

Contact Person's Name: **Gale Morrow, MPH, MCHES**

Street Address or P.O. Box: **7430 Louis Pasteur Dr**

City: **San Antonio** County: **Bexar** State: **Texas** Zip Code: **78229**

(Area Code) Telephone Number: **(210) 949-2000**

E-Mail Address (optional):

County Judge Information

County Judge's Name: **The Honorable Robert L. Hurley**

Street Address or P.O. Box: **1 Courthouse Circle Dr, Suite 206**

City: **Jourdanton** County: **Atascosa** State: **Texas** Zip Code: **78026**

(Area Code) Telephone Number: **(830) 769-3093**

E-Mail Address (optional): **countyjudge@atascosacounty.texas.gov**

County Health Authority: Defer to the Texas Department of State Health Services (TDSHS)

Contact Person's Name: **Gale Morrow, MPH, MCHES**

Street Address or P.O. Box: **7430 Louis Pasteur Dr**

City: **San Antonio** County: **Bexar** State: **Texas** Zip Code: **78229**

(Area Code) Telephone Number: **(210) 949-2000**

E-Mail Address (optional):

State Representative Information

District Number: **31**

State Representative's Name: **Ryan Guillen**

District Office Address: **1411 Bensdale Rd, Room 108**

City: **Pleasanton** County: **Atascosa** State: **Texas** Zip Code: **78064**

(Area Code) Telephone Number: **(830) 569-4222 ext 1216**

E-Mail Address (optional):

State Senator Information

District Number: **19**

State Senator's Name: **Pete Flores**

District Office Address: **1 University Way, TAMU SA - CAB Room 354**

City: **San Antonio** County: **Bexar** State: **Texas** Zip Code: **78224**

(Area Code) Telephone Number: **(210) 784-5024**

E-Mail Address (optional):

Council of Government (COG) Name: Alamo Area Council of Governments (AACOG)

COG Representative's Name: **The Honorable Robert L. Hurley**

COG Representative's Title: **County Judge, Atascosa County**

Street Address or P.O. Box: **8700 Tesoro Dr, Suite 160**

City: **San Antonio** County: **Bexar** State: **Texas** Zip Code: **78217**

(Area Code) Telephone Number: **(210) 362-5260**

E-Mail Address (optional):

River Basin Authority Name: Nueces River Authority

Contact Person's Name: **Annelise Gonzalez**

Watershed Sub-Basin Name: **Atascosa River (2107) Watershed**

Street Address or P.O. Box: **200 E Nopal, Suite 206**

City: **Uvalde** County: **Uvalde** State: **Texas** Zip Code: **78802**

(Area Code) Telephone Number: **(830) 278-6810**

E-Mail Address (optional):

Coastal Management Program

Is the facility within the Coastal Management Program boundary?

☐ Yes ☒ No

U.S. Army Corps of Engineers

The facility is located in the following District of the U.S. Army Corps of Engineers:

☐ Albuquerque, NM ☐ Galveston, TX
☒ Ft. Worth, TX ☐ Tulsa, OK

Local Government Jurisdiction

Within City Limits of: **Outside City Limits of Pleasanton**

Within Extraterritorial Jurisdiction of: **Not within the City of Pleasanton's ETJ**

Is the facility located in an area in which the governing body of the municipality or county has prohibited the storage, processing or disposal of municipal or industrial solid waste?

☐ Yes ☒ No

If "Yes", provide a copy of the ordinance or order as an attachment.

Signature Page

I, Michael D. Carr, _____ President,
 (Site Operator (Permittee/Registrant)'s Authorized Signatory) (Title)

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

Signature: _____

Date: 25 MAR 20

 TO BE COMPLETED BY THE OPERATOR IF THE APPLICATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR THE OPERATOR

I, Michael D. Carr, hereby designate Michael D. Carr
 (Print or Type Operator Name) (Print or Type Representative Name)

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

Michael D. Carr
 Printed or Typed Name of Operator or Principal Executive Officer

Signature: _____

 SUBSCRIBED AND SWORN to before me by the said Michael D. Carr

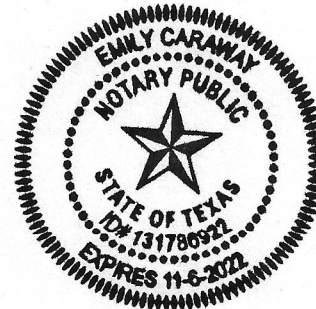
On this 25 day of March, 2020

My commission expires on the 6 day of November 2022

Emily Caraway
 Notary Public in and for

Atascosa County, Texas

(Note: Application Must Bear Signature & Seal of Notary Public)



Part I Attachments

(See Instructions for P.E. seal requirements.)

Required Attachments	Attachment No.
Supplementary Technical Report	1
Property Legal Description	2
Property Metes and Bounds Description	2
Facility Legal Description	3
Facility Metes and Bounds Description	NA
Metes and Bounds Drawings	NA
On-Site Easements Drawing	3
Land Ownership Map	4
Land Ownership List	5
Electronic List or Mailing Labels	5
Texas Department of Transportation (TxDOT) County Map	6
General Location Map	7
General Topographic Map	8
Verification of Legal Status	9
Property Owner Affidavit	10
Evidence of Competency	11
Additional Attachments as Applicable- Select all those apply and add as necessary	
<input checked="" type="checkbox"/> TCEQ Core Data Form(s)	12
<input type="checkbox"/> Signatory Authority Delegation	
<input checked="" type="checkbox"/> Fee Payment Receipt	13
<input type="checkbox"/> Confidential Documents	
<input type="checkbox"/> Waste Storage, Processing and Disposal Ordinances	
<input type="checkbox"/> Final Plat Record of Property	
<input checked="" type="checkbox"/> Certificate of Fact (Certificate of Incorporation)	14
<input type="checkbox"/> Assumed Name Certificate	

ATTACHMENT 1

SUPPLEMENTARY TECHNICAL REPORT

Attachment 1

Part I Additional Information and Supplementary Technical Report

1.1 FACILITY SETTING 330.59(b) and (c)(2)

Terrabella Environmental Services Inc's (TES) Type V facility will be located on 433 Zander Lane, Pleasanton, Atascosa County, Texas 78064. The property is located approximately 2 miles southeast of the intersection of Interstate Highway 37 (IH-37) with Hwy TX-97. The center of the property is located at 28°58'56.33"N, 98°26'32.30"W which is 370 ft. above mean sea level. The MSW facility buildings and activity areas will be located entirely on the 14-acre Tract 1 of a 28-acre parcel.

1.2 PROPERTY OWNER INFORMATION 330.59(d), 330.59(d)(2)(A) and 330.59(d)(2)(C)

TES owns the 28-acre tract of land where the facility will be located. Based on a tax appraisal record search (Tax Year: 2019 Property ID 16055), no separate mineral interest ownership is apparent at this property. It is acknowledged that the state may hold the property owner responsible for actions of the operator. Furthermore, it is acknowledged that the owners and state officials will have access to the site during the life of the facility and during closure.

1.3 LEGAL STATUS AND EVIDENCE OF COMPETENCY 305.45(a)(7)(j), 330.59(e)(f) and 305.45(a)(2)

TES's certificate of incorporation issued by the secretary of state is provided in Attachment 14. Mr. Campbell and Mr. Carr each have over 50% ownership in the facility, as indicated in Attachment 9.

Mr. Campbell and Mr. Carr currently operate IHW Solid Waste Registration Numbers 88825, 97569, 96622 and 95798. There are no other solid waste sites in all states, territories, or countries in which the owners and operators have direct financial interest.

None of the owners or operators have had previous affiliations with other organizations engaged in solid waste activities besides serving as an employee.

None of the owners or operators have been involved in any litigation, enforcement or legal actions related to the handling of solid or liquid waste.

1.4 NON-APPLICABLE REGULATORY SECTIONS

The following rules are not applicable to this Type V facility.

330.59(d)(2)(B), since no waste will remain after closure;

330.59(f)(5), applicable only for landfill registration and permit applications;

330.59(f)(6), applicable only for mobile liquid waste processing units; and

330.59(h)(2), applicable only for a registration over a closed MSW landfill.

Supplementary Technical Report

This supplementary technical report has been prepared in accordance with 30 TAC 305.45(a)(8).

GENERAL DESCRIPTION OF FACILITIES AND SYSTEMS 305.45(a) (8)(A), 305.45(a)(6)(C) and 305.45(a)(4-5)

TES proposes to construct and operate the Terrabella Environmental Services Pleasanton facility located in Atascosa County, Texas. The facility will store and transfer non-industrial non-hazardous liquid waste and solid waste. The facility's primary sources include non-industrial facilities such as medical facilities, storage warehouses, and other general businesses which are categorized as non-industrial per TCEQ definitions.

The facility will receive for storage and processing Formalin and Water, unused and/or expired IV bags, non-hazardous non-industrial liquids, and other products or waste acknowledged for receipt by the TCEQ Industrial and Hazardous Waste Section regarding notifications in accordance with 30 TAC 335.6. The facility will not accept waste defined in 30 TAC 330.15, relating to General Prohibitions unless otherwise identified in this application and the issued Registration.

Those approved waste streams will be compatible with the production of a liquid waste stream which can be monitored, transported and discharged into a TCEQ Permitted Facility. TES personnel are familiar with MSW and are aware of applicable state and federal regulations that govern the transportation, treatment and disposal of MSW.

There are no parameter limitations for incoming wastes which may impact or influence the design and operation of the facility.

The facility will not be receiving or creating grit trap, grease trap or sludge.

Unused and/or expired IV bags are transported into the facility in the form of drums. The unused and/or expired IV bags are transferred entirely into totes for their final disposition at a TCEQ Permitted Facility.

Formalin and Water is transported to the facility in the form of drums or totes primarily. These drums and/or totes are then unloaded to a covered building where the operations occur. It is here where the compatible liquid waste will be combined into compatible storage tanks that will be located on the exterior of the building on a reinforced concrete slab with a cover. Formalin and Water is then transferred in bulk via vacuum truck to for final disposition at a TCEQ Permitted Facility.

The maximum amount of waste to be received at the facility is 8,440 gallons per day (GPD)/35.21 tons per day. The tanks are never filled to capacity because of material expansion and venting requirements to pump material in and out of tanks. The total volume available for waste storage at the facility when it uses all offloading and holding is 19,000 gallons/71.92 tons. The maximum amount of waste to be received at the facility over 5 years is 10,972,000 gallons/41,534 tons. The maximum and average length of time processed waste will remain at the facility is 365 and 180 days respectively as shown in Table 1.

WASTE VOLUME AND CHARACTERISTIC INFORMATION 305.45(a)(8)(B)(i) & (ii)

The maximum amount of waste to be received at the facility is 8,440 GPD. The maximum and average length of time waste will remain at the facility is shown in Table 1 below:

**TABLE 1
RECEIPT, STORAGE AND PROCESSING DATA**

Waste Type	Daily Volume Received (gallons)	Maximum Waste Storage (gallons)	Storage of Unprocessed Waste (Hours)		Time On Site of processed waste (Days)		Processing Time (Days)	
			Max	Ave	Max	Ave	Max	Ave
Formalin and Water	8,000	18,000	240	72	365	180	3	1
Unused and/or expired IV bags	440	1000	240	72	365	180	3	1
Total Waste Volume (Gal)	8,440	19,000	240	72	365	180	3	1
Equivalent Total Waste Volume (Tons)	35.21	71.92						

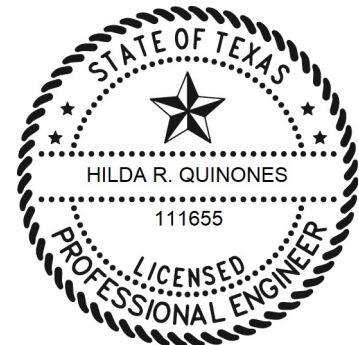
The Type V facility will operate in compliance with the Texas Solid Waste Disposal Act, and any other applicable regulations or rules so that the following conditions will not occur:

- The discharge or imminent threat of discharge of liquid waste or solid waste to the waters of the state without obtaining specific authorization for discharge from the commission;
- The creation and maintenance of a nuisance; and
- The endangerment of human health and welfare or the environment.

There are no site-specific conditions that require special design considerations and possible mitigation of conditions identified in 30 TAC 330.61(h) – (o).

OTHER INFORMATION 305.45(a)(8)(C)

Additional detailed information which will provide an adequate understanding of the facility and treatment processes, and will provide the commission an adequate opportunity to make the considerations required in Chapter 330, Subchapter B (relating to Registration Application Procedures) can be found in Parts I, II, III and IV of this application.

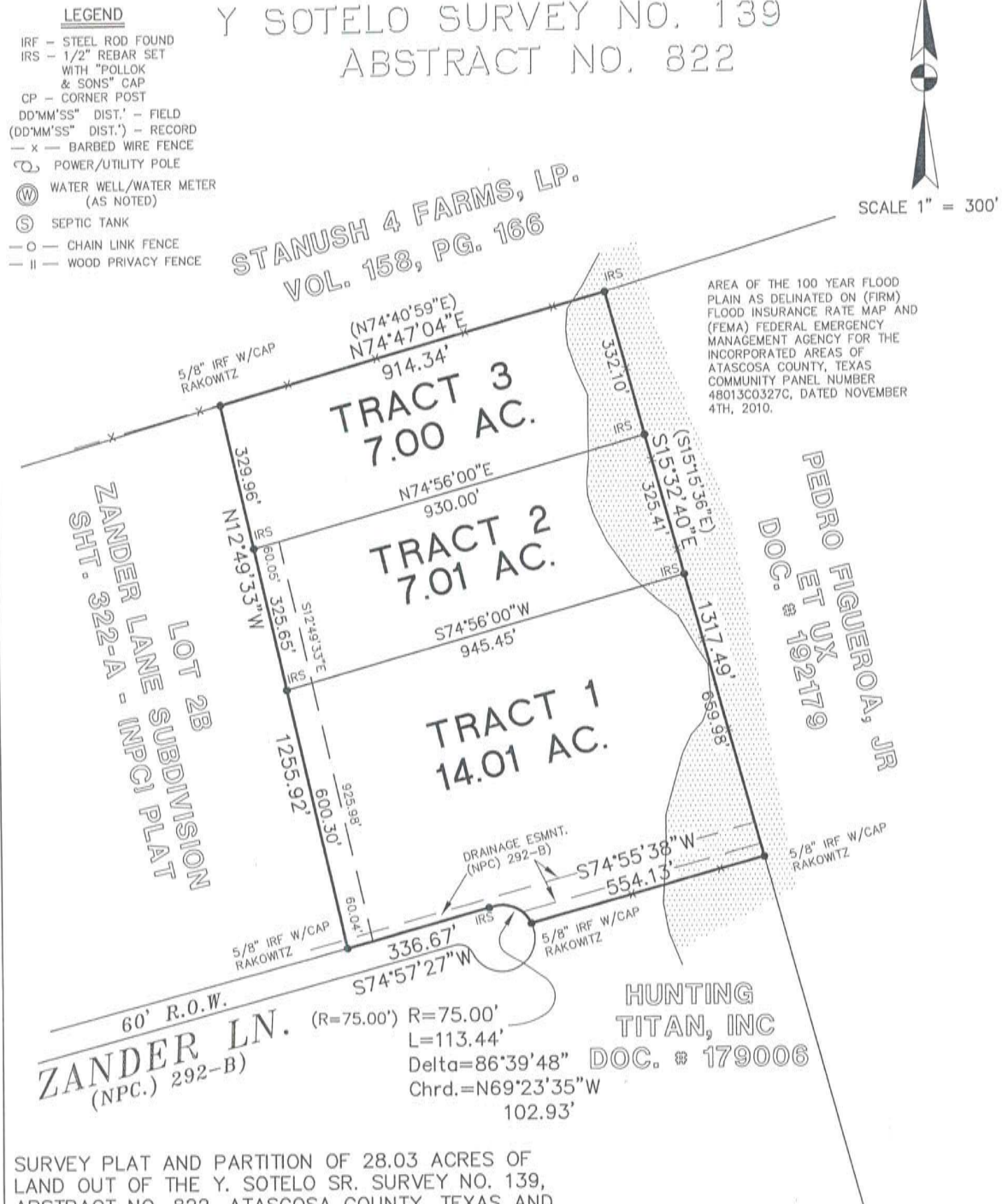


A handwritten signature in black ink, appearing to read "H. Quinones", written over the seal.

June 23, 2020

ATTACHMENT 2

PROPERTY LEGAL DESCRIPTION
METES & BOUNDS DESCRIPTION
DEED AND PLAT



SURVEY PLAT AND PARTITION OF 28.03 ACRES OF LAND OUT OF THE Y. SOTELO SR. SURVEY NO. 139, ABSTRACT NO. 822, ATASCOSA COUNTY, TEXAS AND BEING THE LAND DESCRIBED IN A CONVEYANCE TO GREGORY S. DICARO IN THE DEED OF RECORD IN DOCUMENT NUMBER 139526 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

SURVEYOR NOTES:

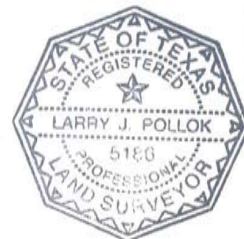
- 1.) A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
- 2.) THE BASIS OF THE BEARING SYSTEM IS NAD83, TEXAS SOUTH CENTRAL.
- 3.) THIS PLAT WAS PREPARED FOR GREGORY DICARO. NO LICENSE HAS BEEN CREATED, EXPRESSED, OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.
- 4.) THIS SURVEY IS ONLY VALID WITH THE SURVEYOR'S ORIGINAL SIGNATURE IN GREEN INK. THE SURVEYOR ASSUMES NO LIABILITY FOR THIS SURVEY WITHOUT AN ORIGINAL SEAL AND SIGNATURE.
- 5.) IT IS THE OWNERS/SELLERS/BUYERS RESPONSIBILITY TO ENSURE THAT ANY TRANSACTION UTILIZING THIS SURVEY IS IN COMPLIANCE WITH THE ATASCOSA COUNTY DEVELOPMENT STANDARDS.

REFERENCE:

- DOC. # 135926 - DEED
 DOC. # 141132 - WATER ESMNT.(BLNKT.)
 DOC. # 142617 - ELEC. ESMNT. (BLNKT.)
 DOC. # 142618 - ELEC. ESMNT. (BLNKT.)
 DOC. # 142619 - ELEC. ESMNT. (BLNKT.)
 DOC. # 142894 - TEL. ESMNT. (BLNKT.)



**POLLOK & SONS
 SURVEYING, INC.**
 FIRM NO. 10052700
 FLORESVILLE, TEXAS
 (830) 393-4770



**STATE OF TEXAS
 COUNTY OF ATASCOSA**

I HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND BY PEOPLE WORKING UNDER MY DIRECT SUPERVISION

THIS 25TH DAY OF SEPTEMBER, 2019 A.D.

LARRY J. POLLOK

R.P.L.S. NO.5186

© 2019 ALL RIGHTS RESERVED

JOB NO. 19-0320

STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR 14.01 ACRES OF LAND
TRACT 1

BEING 14.01 ACRES OF LAND OUT OF THE Y. SOTELO SR. SURVEY NO. 139, ABSTRACT NO. 822, ATASCOSA COUNTY, TEXAS AND BEING KNOWN AS TRACT 1 IN A SURVEY AND PARTITION OF THE LAND DESCRIBED IN A CONVEYANCE TO GREGORY S. DICARO IN THE DEED OF RECORD IN DOCUMENT NUMBER 139526 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 5/8" pin with a "Rakowitz" cap on the northerly right-of-way of Zander Lane for the southeasterly corner of Lot 2B, Zander Lane Subdivision as shown on the plat of record on Sheet 322-A, NPC, New Plat Cabinet of Atascosa County, Texas and the southwesterly corner of the Dicaro land and of this tract;

THENCE North 12° 49' 33" West, with the common line of said Lot 2B, a distance of 600.30 feet to a set 1/2" rebar with a "Pollok & Sons" cap for the southwesterly corner of a 7.01 acre tract known as TRACT 2 in this survey and partition and the northwesterly corner of this tract;

THENCE North 74° 56' 00" East, into and across the Dicaro land and with the common line of said TRACT 2, a distance of 945.45 feet to a set 1/2" rebar with a "Pollok & Sons" cap on the westerly line of the Pedro Figueroa, Jr., et ux land as described in Document 192179 of the Official Public Records of Atascosa County, Texas for the southeasterly corner of said TRACT 2 and the northeasterly corner of this tract;

THENCE South 15° 32' 40" East, with the common line of said Figueroa land, a distance of 659.98 feet to a found 5/8" pin with a "Rakowitz" cap for the northeasterly corner of the Hunting Titan, Inc. land as described in Document 179006 of the Official Public Records of Atascosa County, Texas and the southeasterly corner of the Dicaro land and of this tract;

THENCE South 74° 55' 38" West, with the common line of said Hunting Titan, Inc. land, a distance of 554.13 feet to a found 5/8" pin with a "Rakowitz" cap on the easterly end of a cul-de-sac of the aforementioned Zander Lane for a corner of said Hunting Titan, Inc. land and of this tract;

THENCE with said Zander Lane right-of-way as follows:

With a curve to the left having a radius of 75.00 feet, a length of curve of 113.44 feet, and a chord bearing of North 69° 23' 35" West, a distance of 102.93 feet to a set 1/2" rebar with a "Pollok & Sons" cap;

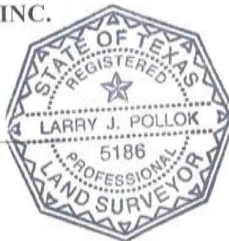
South 74° 57' 27" West, a distance of 336.67 feet to the **POINT OF BEGINNING** and containing 14.01 acres of land as shown on a plat that accompanies this description.

The bearing system is based on NAD83, Texas South Central.

POLLOK & SONS SURVEYING, INC.
Firm No. 10052700

Larry J. Pollok, RPLS #5186
September 25, 2019

Refer. 19-0322



STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR 7.01 ACRES OF LAND
TRACT 2

BEING 7.01 ACRES OF LAND OUT OF THE Y. SOTELO SR. SURVEY NO. 139, ABSTRACT NO. 822, ATASCOSA COUNTY, TEXAS AND BEING KNOWN AS TRACT 2 IN A SURVEY AND PARTITION OF THE LAND DESCRIBED IN A CONVEYANCE TO GREGORY S. DICARO IN THE DEED OF RECORD IN DOCUMENT NUMBER 139526 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set $\frac{1}{2}$ " rebar with a "Pollok & Sons" cap on the easterly line of Lot 2B, Zander Lane Subdivision as shown on the plat of record on Sheet 322-A, NPC, New Plat Cabinet of Atascosa County, Texas for the northwesterly corner of a 14.01 acre tract known as TRACT 1 in this survey and partition and the southwesterly corner of this tract from which a found $\frac{5}{8}$ " pin with a "Rakowitz" cap on the northerly right-of-way of Zander Lane for the southeasterly corner of said Lot 2B and the southwesterly corner of the Dicaro land bears South $12^{\circ} 49' 33''$ East, a distance of 600.30 feet;

THENCE North $12^{\circ} 49' 33''$ West, with the common line of said Lot 2B, a distance of 325.65 feet to a set $\frac{1}{2}$ " rebar with a "Pollok & Sons" cap for the southwesterly corner of a 7.00 acre tract known as TRACT 3 in this survey and partition and the northwesterly corner of this tract;

THENCE North $74^{\circ} 56' 00''$ East, into and across the Dicaro land and with the common line of said TRACT 3, a distance of 930.00 feet to a set $\frac{1}{2}$ " rebar with a "Pollok & Sons" cap on the westerly line of the Pedro Figueroa, Jr., et ux land as described in Document 192179 of the Official Public Records of Atascosa County, Texas for the southeasterly corner of said TRACT 3 and the northeasterly corner of this tract;

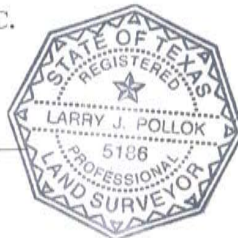
THENCE South $15^{\circ} 32' 40''$ East, with the common line of said Figueroa land, a distance of 325.41 feet to a set $\frac{1}{2}$ " rebar with a "Pollok & Sons" cap for the northeasterly corner of the aforementioned TRACT 1 and the southeasterly corner of this tract;

THENCE South $74^{\circ} 56' 00''$ West, into and across the Dicaro land and with the common line of said TRACT 1, a distance of 945.45 feet to the **POINT OF BEGINNING** and containing 7.01 acres of land as shown on a plat that accompanies this description.

The bearing system is based on NAD83, Texas South Central.

POLLOK & SONS SURVEYING, INC.
Firm No. 10052700


Larry J. Pollok, RPLS #5186
September 25, 2019



Refer. 19-0322

STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR A 60 FEET INGRESS/EGRESS EASEMENT

BEING A 60 FEET INGRESS/EGRESS EASEMENT OUT OF THE Y. SOTELO SR. SURVEY NO. 139, ABSTRACT NO. 822, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO GREGORY S. DICARO IN THE DEED OF RECORD IN DOCUMENT NUMBER 139526 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 5/8" pin with a "Rakowitz" cap on the northerly right-of-way of Zander Lane for the southeasterly corner of Lot 2B, Zander Lane Subdivision as shown on the plat of record on Sheet 322-A, NPC, New Plat Cabinet of Atascosa County, Texas and the southwesterly corner of the Dicaro land, a 14.01 acre tract known as TRACT 1 in this survey and partition, and of this easement;

THENCE North 12° 49' 33" West, with the common line of said Lot 2B, a distance of 925.95 feet to a set 1/2" rebar with a "Pollok & Sons" cap for the southwesterly corner of a 7.00 acre tract known as TRACT 3 in this survey and partition and the northwesterly corner of a 7.01 acre tract known as TRACT 2 in this survey and partition and of this easement;

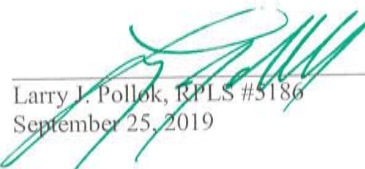
THENCE North 74° 56' 00" East, into the Dicaro land and with the common line of said TRACT 1 and TRACT 2, a distance of 60.05 feet to the northeasterly corner of this easement;

THENCE South 12° 49' 33" East, a distance of 925.98 feet to the aforementioned northerly right-of-way of Zander Lane for the southeasterly corner of this easement;

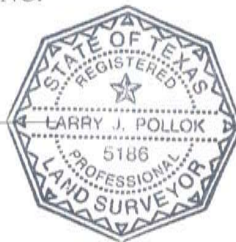
THENCE South 74° 57' 27" West, with said right-of-way, a distance of 60.04 feet to the **POINT OF BEGINNING** as shown on a plat that accompanies this description.

The bearing system is based on NAD83, Texas South Central.

POLLOK & SONS SURVEYING, INC.
Firm No. 10052700


Larry J. Pollok, RPLS #5186
September 25, 2019

Refer. 19-0322



STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR 7.00 ACRES OF LAND
TRACT 3

BEING 7.00 ACRES OF LAND OUT OF THE Y. SOTELO SR. SURVEY NO. 139, ABSTRACT NO. 822, ATASCOSA COUNTY, TEXAS AND BEING KNOWN AS TRACT 3 IN A SURVEY AND PARTITION OF THE LAND DESCRIBED IN A CONVEYANCE TO GREGORY S. DICARO IN THE DEED OF RECORD IN DOCUMENT NUMBER 139526 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set $\frac{1}{2}$ " rebar with a "Pollok & Sons" cap on the easterly line of Lot 2B, Zander Lane Subdivision as shown on the plat of record on Sheet 322-A, NPC, New Plat Cabinet of Atascosa County, Texas for the northwesterly corner of a 7.01 acre tract known as TRACT 2 in this survey and partition and the southwesterly corner of this tract from which a found $\frac{5}{8}$ " pin with a "Rakowitz" cap on the northerly right-of-way of Zander Lane for the southeasterly corner of said Lot 2B and the southwesterly corner of the Dicaro land bears South $12^{\circ} 49' 33''$ East, a distance of 925.95 feet;

THENCE North $12^{\circ} 49' 33''$ West, with the common line of said Lot 2B, a distance of 329.96 feet to a found $\frac{5}{8}$ " pin with a "Rakowitz" cap on the southerly line of the Stanush 4 Farms, LP land as described in Volume 158, Page 166 of the Deed Records of Atascosa County, Texas for the northeasterly corner of said Lot 2B and the northwesterly corner of the Dicaro land and of this tract;

THENCE North $74^{\circ} 47' 04''$ East, with the common line of said Stanush 4 Farms, LP land, a distance of 914.34 feet to a set $\frac{1}{2}$ " rebar with a "Pollok & Sons" cap for the northwesterly corner of the Pedro Figueroa, Jr., et ux land as described in Document 192179 of the Official Public Records of Atascosa County, Texas and the northeasterly corner of the Dicaro land and of this tract;

THENCE South $15^{\circ} 32' 40''$ East, with the common line of said Figueroa land, a distance of 332.10 feet to a set $\frac{1}{2}$ " rebar with a "Pollok & Sons" cap for the northeasterly corner of the aforementioned TRACT 2 and the southeasterly corner of this tract;

THENCE South $74^{\circ} 56' 00''$ West, into and across the Dicaro land and with the common line of said TRACT 2, a distance of 930.00 feet to the **POINT OF BEGINNING** and containing 7.00 acres of land as shown on a plat that accompanies this description.

The bearing system is based on NAD83, Texas South Central.

POLLOK & SONS SURVEYING, INC.
Firm No. 10052700


Larry J. Pollok, RPLS #5186
September 25, 2019

Refer. 19-0322



RECORDATION REQUESTED BY:

First United Bank and Trust Co
Austin - Medical Parkway Community Bank
4008 Medical Parkway
Austin, TX 78756

WHEN RECORDED MAIL TO:

First United Bank and Trust Co
Austin - Medical Parkway Community Bank
4008 Medical Parkway
Austin, TX 78756

SEND TAX NOTICES TO:

Terrabella Environmental Services Inc, a Texas corporation
Po Box 39
Leming, TX 78050

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



THIS DEED OF TRUST is dated October 11, 2019, among Terrabella Environmental Services Inc, a Texas corporation, whose address is 5376 FM 1784, Pleasanton, TX 78064 ("Grantor"); First United Bank and Trust Co, whose address is Austin - Medical Parkway Community Bank, 4008 Medical Parkway, Austin, TX 78756 (referred to below sometimes as "Beneficiary"); and Greg Massey, whose address is PO Box 130, Durant, OK 74702-0130 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Atascosa County, State of Texas:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

The Real Property or its address is commonly known as TBD Zander Lane, Pleasanton, TX 78064.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise. However, this Deed of Trust shall not secure, and the "Indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

VENDOR'S LIEN. The debt evidenced by the Note is in part or total payment of the purchase price of the Property; the debt is secured by both this Deed of Trust and by a vendor's lien on the Property, which is expressly retained in the deed of the Property to Grantor. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed wherein the vendor's lien is retained is incorporated into this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior

DEED OF TRUST (Continued)

Page 2

written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all

DEED OF TRUST (Continued)

Page 3

taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the Indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or

DEED OF TRUST (Continued)

Page 4

becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the Indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property 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 Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust 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. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if any, to Grantor.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled

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to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other lienholder of the Property of the commencement of a foreclosure proceeding or of the commencement of any other action to which Lender may avail itself as a remedy, except to the extent required by applicable law or by written agreement.

Trustee. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Substitute Trustee. Lender, at Lender's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice President, Secretary, or Cashier of Lender.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Texas.

Choice of Venue. If there is a lawsuit, and if the transaction evidenced by this Deed of Trust occurred in Travis County, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Travis County, State of Texas.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means First United Bank and Trust Co, and its successors and assigns.

Borrower. The word "Borrower" means Terrabella Environmental Services Inc, a Texas corporation and includes all co-signers and

DEED OF TRUST (Continued)

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co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Terrabella Environmental Services Inc, a Texas corporation.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means First United Bank and Trust Co, its successors and assigns.

Note. The word "Note" means the promissory note dated October 11, 2019, in the original principal amount of \$210,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property. The word "Rents" shall also mean all "Rents" as defined in Chapter 64 of the Texas Property Code.

Trustee. The word "Trustee" means Greg Massey, whose address is PO Box 130, Durant, OK 74702-0130 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

TERRABELLA ENVIRONMENTAL SERVICES INC, A TEXAS CORPORATION

By:

Michael D. Carr, President of Terrabella Environmental Services Inc, a Texas corporation

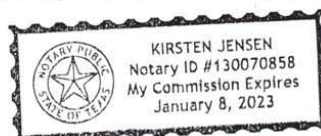
By:

Aaron T. Campbell, Vice President of Terrabella Environmental Services Inc, a Texas corporation

CORPORATE ACKNOWLEDGMENT

STATE OF Texas)
) SS
COUNTY OF Atascosa)

This instrument was acknowledged before me on Oct 11, 2019 by Michael D. Carr, President of Terrabella Environmental Services Inc, a Texas corporation a Texas corporation, on behalf of said corporation.



Kirsten Jensen
Notary Public, State of Texas

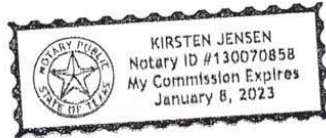
DEED OF TRUST
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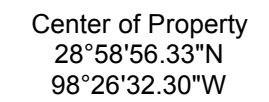
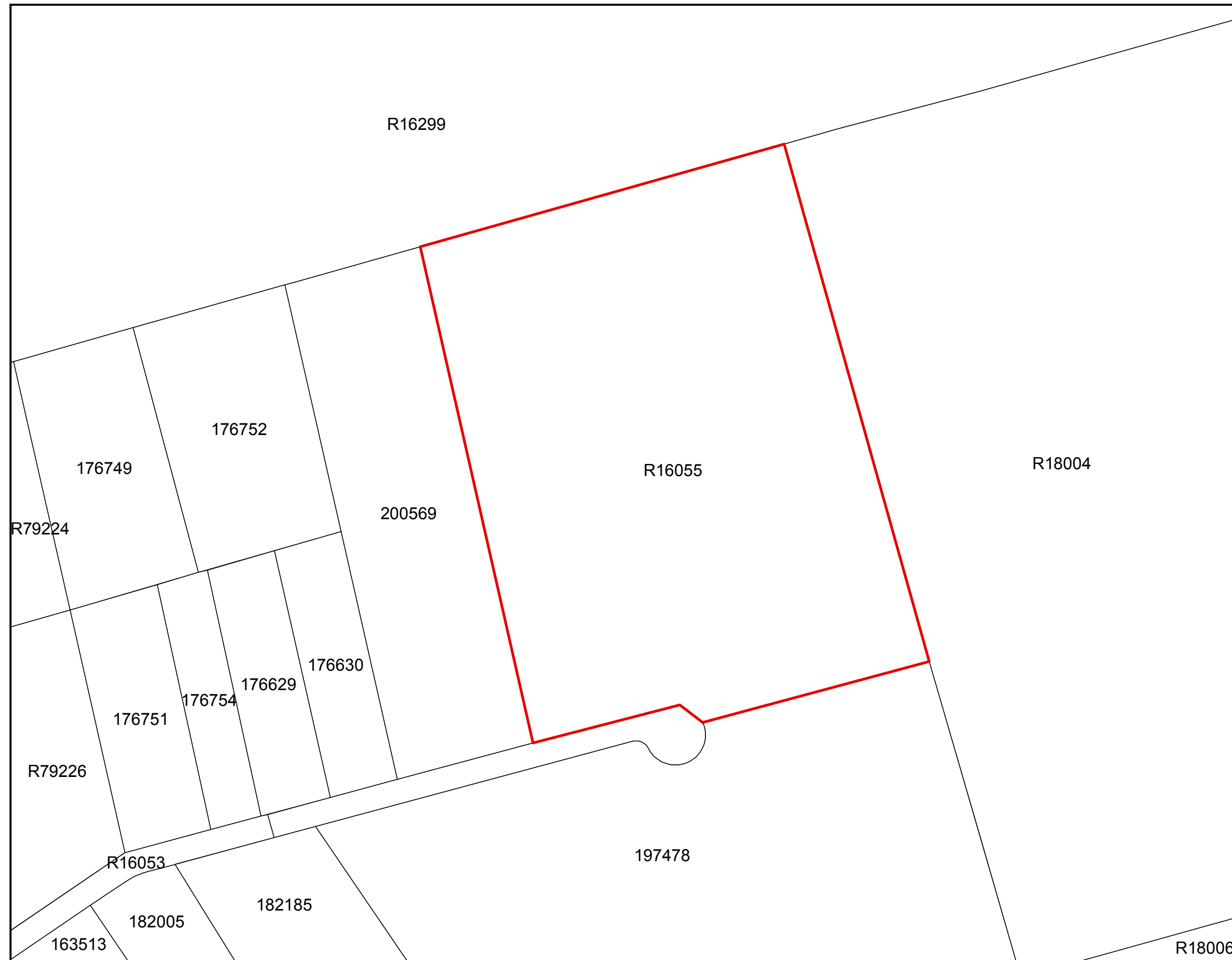
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STATE OF Texas)
COUNTY OF Atascosa) SS
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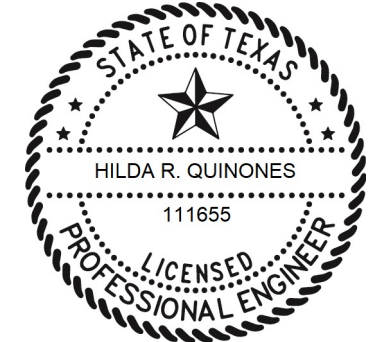
This instrument was acknowledged before me on Oct. 11, 2019, by Aaron T. Campbell, Vice President of Terrabella Environmental Services Inc, a Texas corporation a Texas corporation, on behalf of said corporation.




Kirsten Jensen
Notary Public, State of Texas

 Parcel Boundary

June 23, 2020



REV	DATE	DESCRIPTION	DR BY	APP BY



Q&A
Diversified LLC

PREPARED BY

Q&A Diversified, LLC

Engineering and Consulting

San Antonio, TX 78251

TX Registered Engineering Firm 15923

210-896-8711

www.QnADiversified.com

Building a practice focused on trust

PROJECT

Terrabella Environmental Services
RN 110896578
433 Zander Lane
Pleasanton, TX 78064



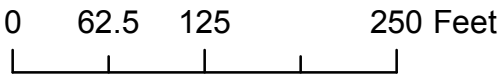
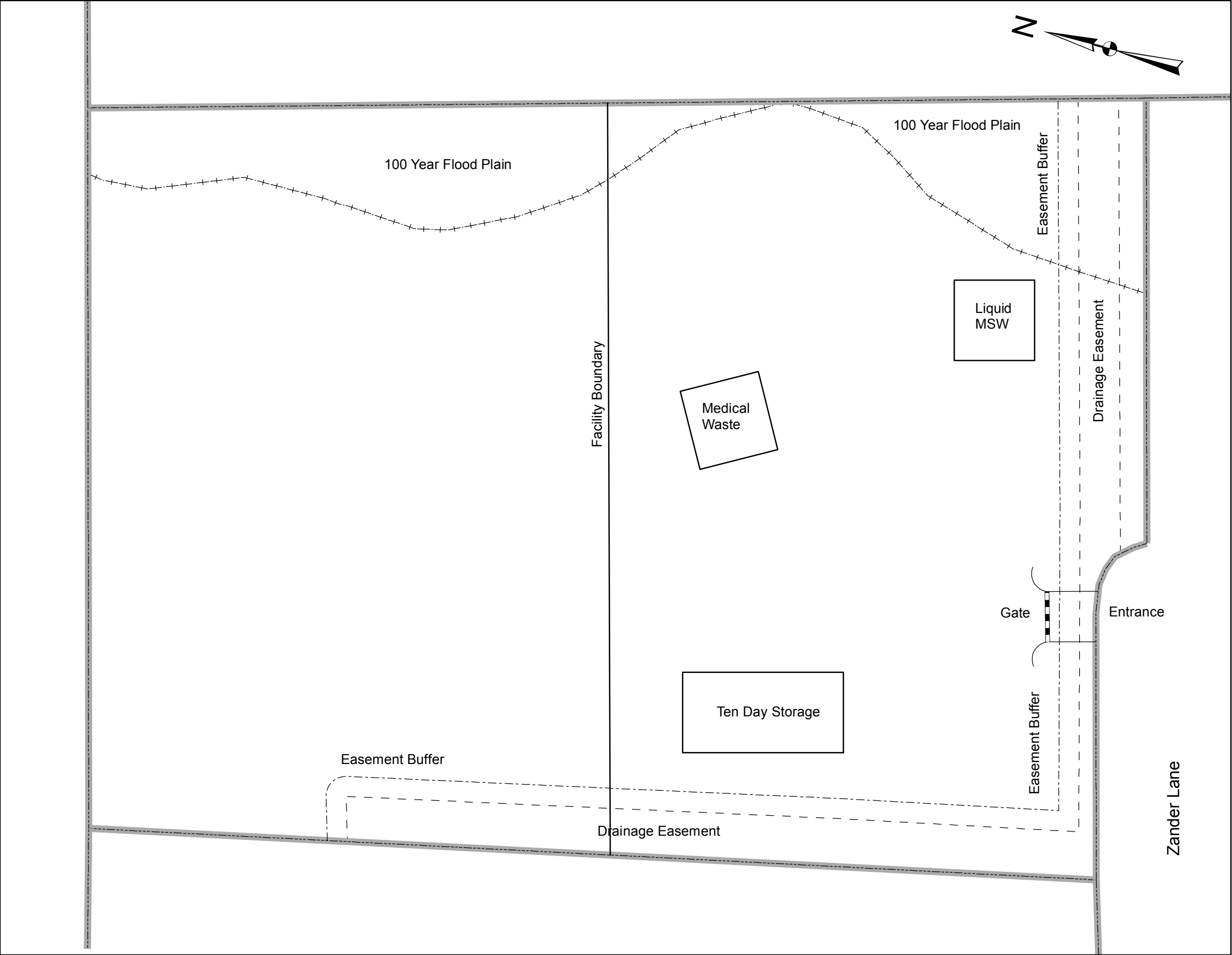
SHEET TITLE

Property

DES BY		MAP SOURCE
DR BY	CH	TNRIS Strat Map 2019 Land Parcels
CHK BY	VK	PURPOSE
APP BY	HQ	FOR PERMITTING PURPOSES ONLY
DATE		FIGURE
JUNE 2020		PART 1 - ATTACHMENT 2

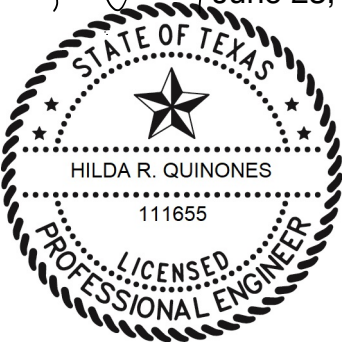
ATTACHMENT 3

FACILITY DESCRIPTION DRAWING ON-SITE EASEMENTS




- +---+--- 100 Year Flood Plain
- 25 Ft Buffer Zone
- Building
- - - - - Drainage Easement
- Entrance
- ▬▬▬ Gate
- ===== Property Line
- Tract 1 Facility Boundary

June 23, 2020



REV	DATE	DESCRIPTION	DR BY	APP BY




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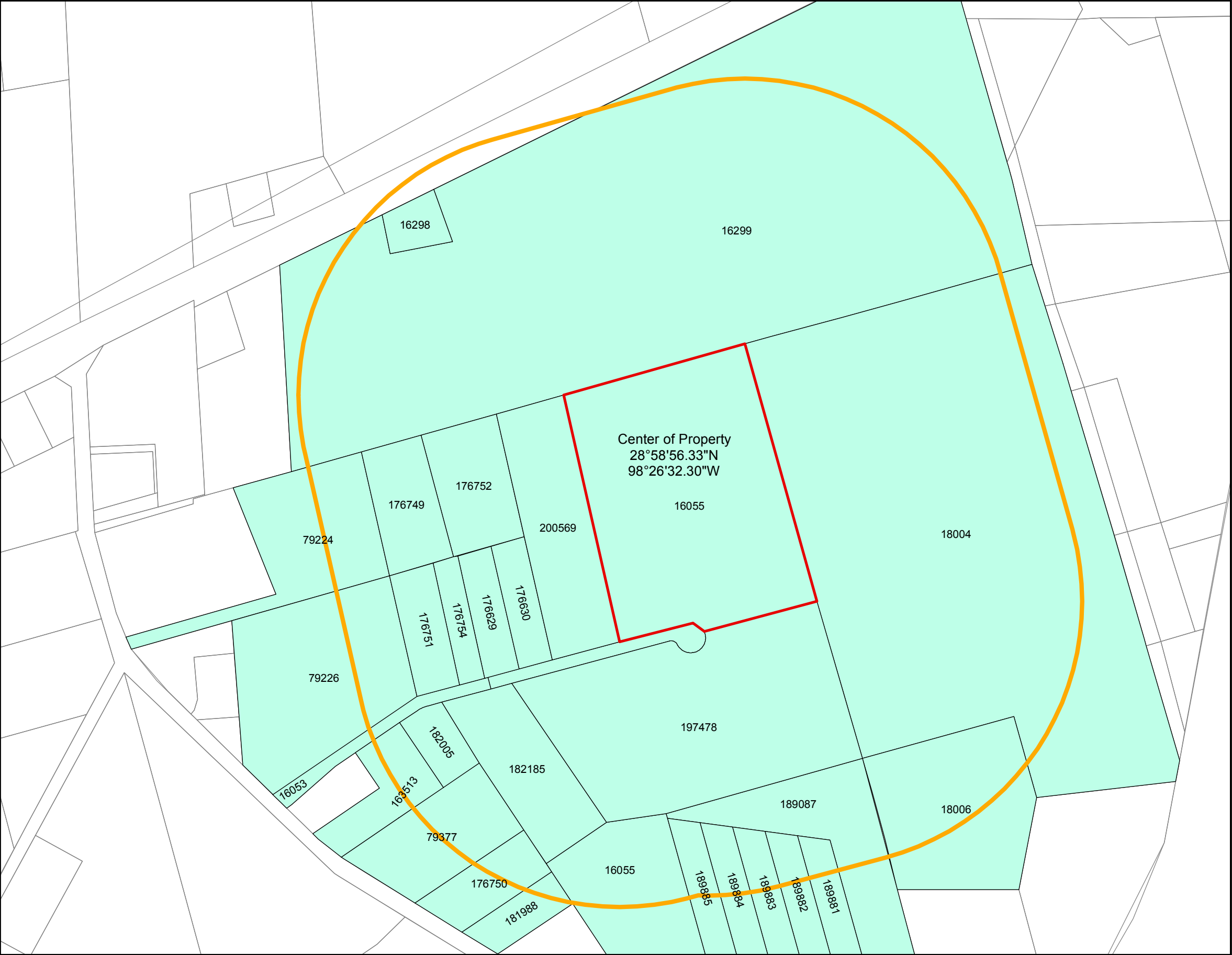


TERRABELLA
Environmental
Services

SHEET TITLE		
Site		
DES BY		MAP SOURCE
DR BY	CH	TXDOT Roadways: County
CHK BY	VK	PURPOSE
APP BY	HQ	FOR PERMITTING PURPOSES ONLY
DATE		FIGURE
JUNE 2020		PART 1 - ATTACHMENT 3

ATTACHMENT 4

LAND OWNERSHIP MAP



0 250 500 1,000 Feet

1/4 Mile

Property Line

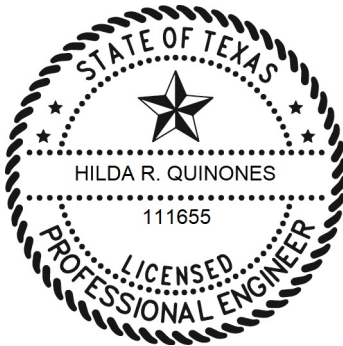
Parcels within 1/4 mile

Atascosa CAD Parcels

N

[Signature]

June 23, 2020



REV	DATE	DESCRIPTION	DR BY	APP BY

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TX Registered Engineering Firm 15923
210-896-8711
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PROJECT
Terrabella Environmental Services
RN 110896578
433 Zander Lane
Pleasanton, TX 78064

SHEET TITLE

Land Owners

DES BY		MAP SOURCE
DR BY	CH	TNRIS Strat Map 2019 Land Parcels
CHK BY	VK	PURPOSE
APP BY	HQ	FOR PERMITTING PURPOSES ONLY
DATE		FIGURE
JUNE 2020		PART 1 - ATTACHMENT 4

ATTACHMENT 5

OWNERSHIP LIST
MAILING LABELS

Land Ownership List

Landowners Cross-Referenced to Landowners Map

Property ID	Owner Name	Address 1	City	State	Zip
16053	ATASCOSA COUNTY	1 COURTHOUSE CIRCLE DR STE 101	JOURDANTON	TX	78026
16055	DICARO GREG	PO BOX 367	PLEASANTON	TX	78064
16298	STANUSH 4 FARMS, LP	4123 DESERT VIEW	SAN ANTONIO	TX	78217
16299	STANUSH 4 FARMS, LP	4123 DESERT VIEW	SAN ANTONIO	TX	78217
18004	FIGUEROA PEDRO JR & ROSA	345 SCOGIN LN	PLEASANTON	TX	78064
18006	FIGUEROA PEDRO JR & ROSA	345 SCOGIN LN	PLEASANTON	TX	78064
79224	MOSS GERALD R & JUDY Y	25274 CAMINO DE TIERRA	DESCANSO	CA	91916
79226	ENTERPRISE CRUDE OIL LLC ATTN: ADVALOREM TAX	PO BOX 4018	HOUSTON	TX	77210
79377	SOUTHCOAST HOLDINGS LLC	PO BOX 80673	LAFAYETTE	LA	70598
163513	JOHNSON PERMIAN INTERESTS LTD	PO BOX 7946	HOUSTON	TX	77270
176629	GULF COAST COMPANIES INC	PO BOX 1810	ABBEVILLE	LA	70511
176630	GULF COAST COMPANIES INC	PO BOX 1810	ABBEVILLE	LA	70511
176749	WYTEX PROPERTIES LLC	25528 GENESEE TRAIL RD	GOLDEN	CO	80401
176750	HOLLISTER JANET & HOLLISTER LORI	14 DRAKES COVE RD	LARKSPUR	CA	94939
176751	LUCKY'S INVESTMENTS LLC	24005 OAK BENO DR	LUTHER	OK	73020
176752	WYTEX PROPERTIES LLC	25528 GENESEE TRAIL RD	GOLDEN	CO	80401
176754	BX3 PROPERTIES LLC	PO BOX 162145	FT WORTH	TX	76161
181988	REGANN RESOURCES LLC	P. O. BOX W	BASTROP	TX	78602
182005	CERNY REAL ESTATE LLC REESE INTERESTS LLC	2825 WILCREST SUITE 300	HOUSTON	TX	77042
182185	REESE INTERESTS LLC	2825 WILCREST SUITE 300	HOUSTON	TX	77042
189087	CALZADA JOSEFINA	1155 CORGEY RD	PLEASANTON	TX	78064
189881	IZAGUIRRE OCTAVIO & ANAMARIA B	2220 TERRELL AVE	JOURDANTON	TX	78026
189882	TORRES AUGUSTIN BRAVO	5023 ARIZONA BAY	SAN ANTONIO	TX	78244
189883	ORTEGA JOSE TOBIAS LARA UNDEL	826 WINSHIP RD	PLEASANTON	TX	78064
189884	LOPEZ JUAN RAMON CENTENO	419 BRADLEY ST	SAN ANTONIO	TX	78211
189885	SANTIAGO CATARINO CERVANTES	25390 WHISPERING WIND DR	SAN ANTONIO	TX	78264
197478	HUNTING TITAN INC	PO BOX 2316	PAMPA	TX	79066
200569	ACCEL LOGISTICS INC	134 FM 2738	ALVARADO	TX	76009

Mineral Interest Ownership Under The Facility

Based on a tax appraisal record search (Tax Year: 2019 Property ID 16055), no separate mineral interest ownership is apparent at this property.

Facility Easement Holders

Owner Name	Address 1	City	State	Zip
ATASCOSA COUNTY	1 COURTHOUSE CIRCLE DR STE 101	JOURDANTON	TX	78026

STANUSH 4 FARMS LP
4123 DESERT VIEW
SAN ANTONIO TX 78217

ATASCOSA COUNTY
1 COURTHOUSE CIRCLE DR STE 101
JOURDANTON TX 78026

FIGUEROA PEDRO JR ROSA
345 SCOGIN LN
PLEASANTON TX 78064

FIGUEROA PEDRO JR ROSA
345 SCOGIN LN
PLEASANTON TX 78064

STANUSH 4 FARMS LP
4123 DESERT VIEW
SAN ANTONIO TX 78217

MOSS GERALD R JUDY Y
25274 CAMINO DE TIERRA
DESCANSO CA 91916

ENTERPRISE CRUDE OIL LLC
ATTN ADVALOREM TAX
PO BOX 4018
HOUSTON TX 77210

SOUTHCOAST HOLDINGS LLC
PO BOX 80673
LAFAYETTE LA 70598

JOHNSON PERMIAN INTERESTS LTD
PO BOX 7946
HOUSTON TX 77270

GULF COAST COMPANIES INC
PO BOX 1810
ABBEVILLE LA 70511

GULF COAST COMPANIES INC
PO BOX 1810
ABBEVILLE LA 70511

WYTEX PROPERTIES LLC
25528 GENESEE TRAIL RD
GOLDEN CO 80401

WYTEX PROPERTIES LLC
25528 GENESEE TRAIL RD
GOLDEN CO 80401

BX3 PROPERTIES LLC
PO BOX 162145
FT WORTH TX 76161

LUCKYS INVESTMENTS LLC
24005 OAK BENO DR
LUTHER OK 73020

HOLLISTER JANET
HOLLISTER LORI
14 DRAKES COVE RD
LARKSPUR CA 94939

CERNY REAL ESTATE LLC
REESE INTERESTS LLC
2825 WILCREST SUITE 300
HOUSTON TX 77042

REGANN RESOURCES LLC
PO BOX W
BASTROP TX 78602

REESE INTERESTS LLC
2825 WILCREST SUITE 300
HOUSTON TX 77042

CALZADA JOSEFINA
1155 CORGEY RD
PLEASANTON TX 78064

IZAGUIRRE OCTAVIO ANAMARIA B
2220 TERRELL AVE
JOURDANTON TX 78026

TORRES AUGUSTIN BRAVO
5023 ARIZONA BAY
SAN ANTONIO TX 78244

ORTEGA JOSE TOBIAS LARA
UNDEL
826 WINSHIP RD
PLEASANTON TX 78064

LOPEZ JUAN RAMON CENTENO
419 BRADLEY ST
SAN ANTONIO TX 78211

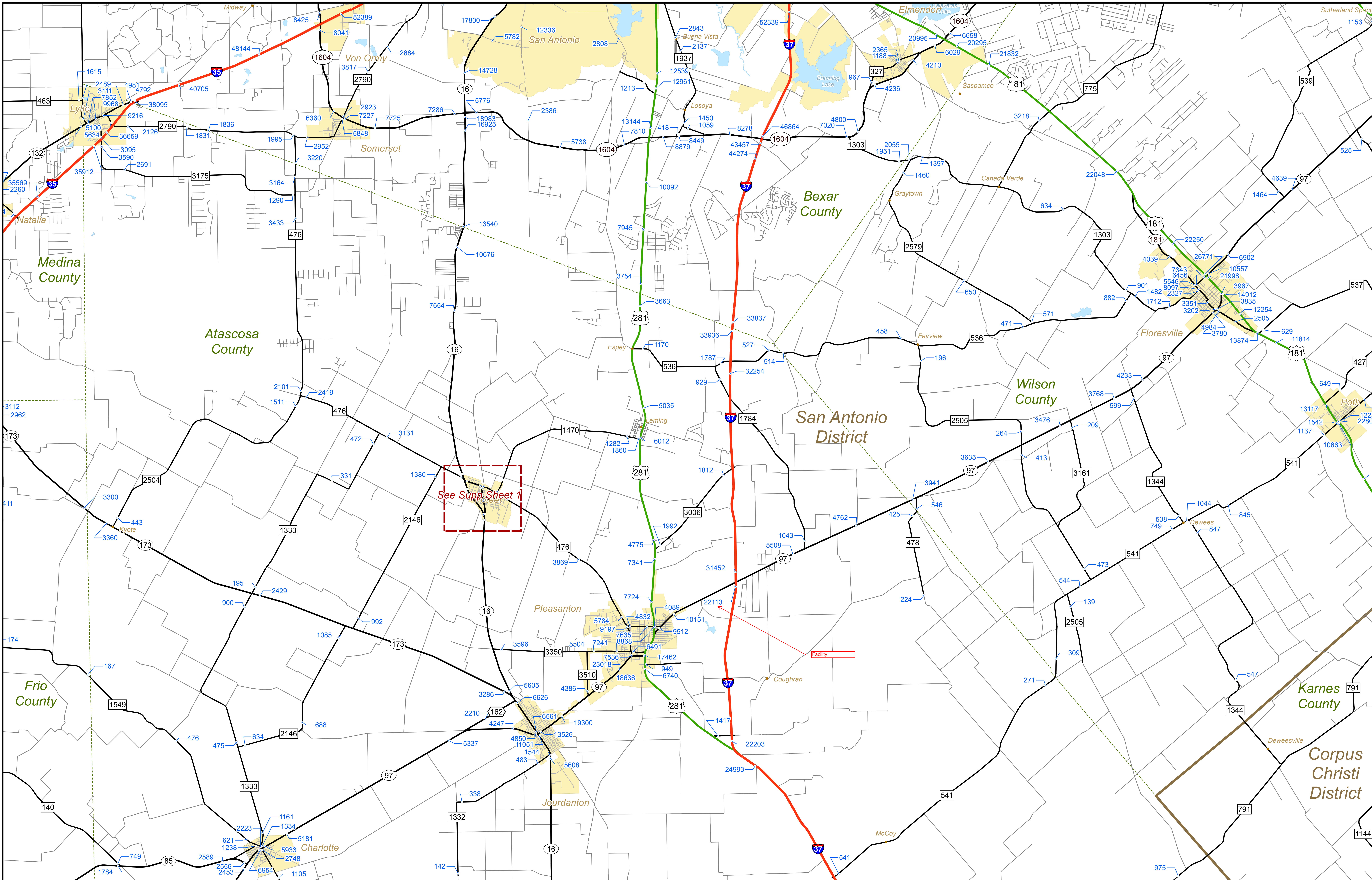
SANTIAGO CATARINO CERVANTES
25390 WHISPERING WIND DR
SAN ANTONIO TX 78264

HUNTING TITAN INC
PO BOX 2316
PAMPA TX 79066

ACCEL LOGISTICS INC
134 FM 2738
ALVARADO TX 76009

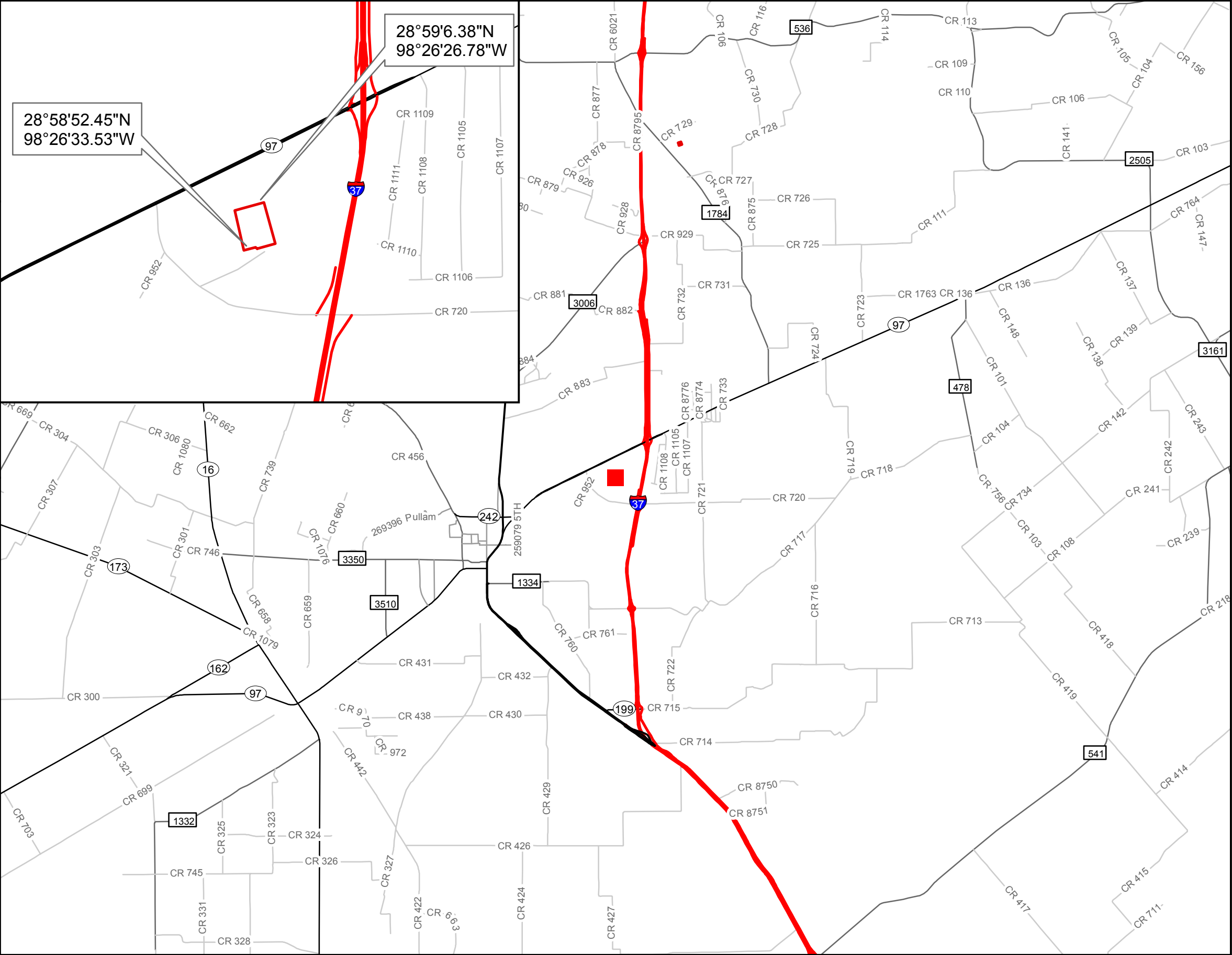
DICARO GREG
PO BOX 367
PLEASANTON TX 78064

ATTACHMENT 6
TEXAS DEPARTMENT OF TRANSPORTATION
(TXDOT) COUNTY MAP



ATTACHMENT 7

GENERAL LOCATION MAP



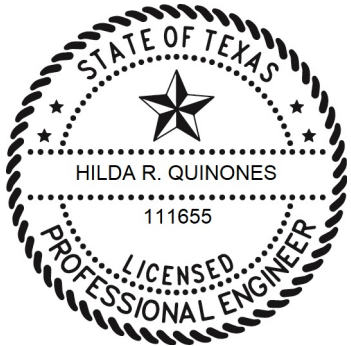
0 1 2 4 Miles

Center of Property
28°58'56.33"N
98°26'32.30"W



[Signature]

June 23, 2020



REV	DATE	DESCRIPTION	DR BY	APP BY
-----	------	-------------	-------	--------

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TX Registered Engineering Firm 15923
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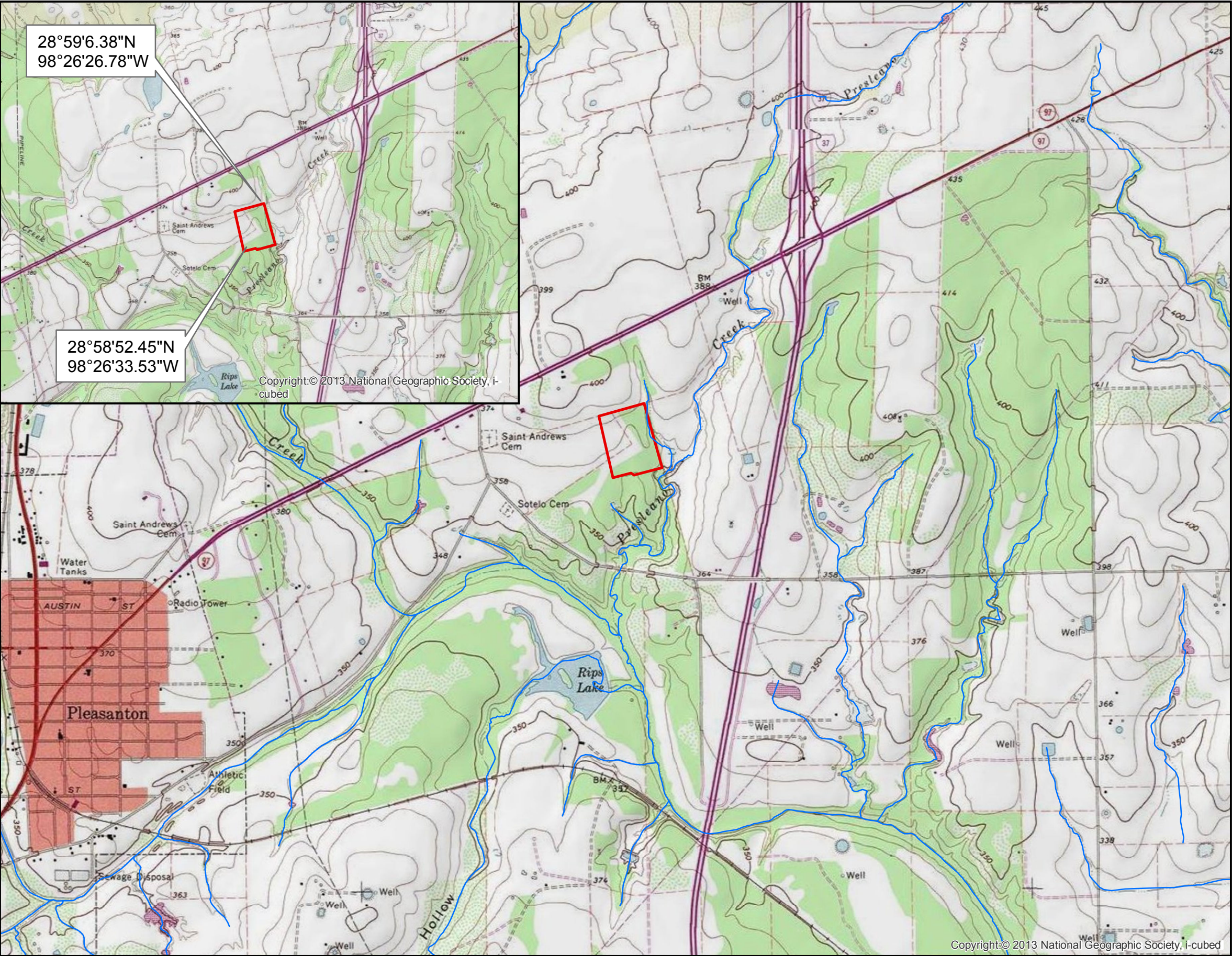
PROJECT
Terrabella Environmental Services
RN 110896578
433 Zander Lane
Pleasanton, TX 78064



SHEET TITLE		
General Location		
DES BY		MAP SOURCE
DR BY	CH	TXDOT Roadways: County
CHK BY	VK	PURPOSE
APP BY	HQ	FOR PERMITTING PURPOSES ONLY
DATE		FIGURE
JUNE 2020		PART 1 - ATTACHMENT 7

ATTACHMENT 8

GENERAL TOPOGRAPHIC MAP



01,0002,0004,000 Feet

Center of Property
28°58'56.33"N
98°26'32.30"W

Parcel Boundary

June 23, 2020

STATE OF TEXAS

HILDA R. QUINONES

111655

PROFESSIONAL ENGINEER

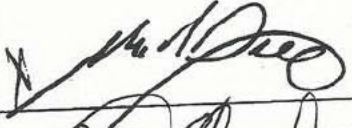
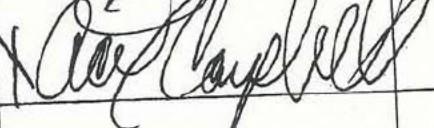
REV	DATE	DESCRIPTION	DR BY	APP BY
PREPARED BY Q&A Diversified, LLC Engineering and Consulting San Antonio, TX 78251 TX Registered Engineering Firm 15923 210-896-8711 www.QnADiversified.com Building a practice focused on trust				
PROJECT Terrabella Environmental Services RN 110896578 433 Zander Lane Pleasanton, TX 78064				
SHEET TITLE Topographic Map				
DES BY	MAP SOURCE			
DR BY	CH			
CHK BY	VK			
APP BY	HQ			
DATE	FIGURE			
JUNE 2020	PART 1 - ATTACHMENT 8			

ATTACHMENT 9

VERIFICATION OF LEGAL STATUS

Form 2553 (Rev. 12-2007)

Part I Election Information (continued)

J Name and address of each shareholder or former shareholder required to consent to the election. (See the instructions for column K.)	K Shareholders' Consent Statement. Under penalties of perjury, we declare that we consent to the election of the above-named corporation to be an S corporation under section 1362(a) and that we have examined this consent statement, including accompanying schedules and statements, and to the best of our knowledge and belief, it is true, correct, and complete. We understand our consent is binding and may not be withdrawn after the corporation has made a valid election. (Sign and date below.)	L Stock owned or percentage of ownership (see instructions)		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
		Number of shares or percentage of ownership	Date(s) acquired		
MICHEAL D CARR [REDACTED] SAN ANTONIO TEXAS 78244		50%	04/23/12	[REDACTED]	12/31
AARON T CAMPBELL [REDACTED] PLEASANTON		50%	04/23/12	[REDACTED]	12/31

ATTACHMENT 10

PROPERTY OWNER AFFIDAVIT

THIS SECTION IS NOT APPLICABLE

ATTACHMENT 11

EVIDENCE OF COMPETENCY PERSONNEL QUALIFICATIONS

Michael D. Carr

4906 Silent Lake San Antonio, TX 78244 mcarr@terrabellaes.com 210-663-4370

Objective

- Manage and maintain a successful Environmental Management firm.

Education

South Dakota State University

Studies in Environmental and Electrical Engineering

- US Army
 - Multiple leadership schools including:
 - US Army Ranger School
 - US Army Pathfinder School (Distinguished Honor Graduate)
 - US Army Sapper Leader School
 - Basic Non Commissioned Officer Course
 - Primary Leadership Development Course (Distinguished Honor Graduate)
 - Military Mountaineering and Survival Instructor
 - Environmental Management Instructor Course (Distinguished Honor Graduate)

Palo Alto College

Associates of Environmental Science

Texas A&M University

Studies in Environmental Science

TCEQ MSW Class B License

Multiple Environmental Compliance training certifications including 40 HR HAZWOPPER, Confined Space, USDOT, IATA, IMDG certified shipper.

Skills & Abilities

MANAGEMENT

- Management of all environmental operations for brigade environmental compliance US Army 1990-1998
- Safety-Kleen Systems Branch Industrial manager / Facility Service manager- 1998-2002
- Caldwell Environmental Services- Project manager 2002-2004
- Responsive Environmental Services 2004-2008
- Terrabella Environmental Services Inc. – President-2008- Present

SALES

- I have been in sale most of my life from Boy Scouts advancing to the Rank of Eagle Scout, to Junior Achievement attending the National Junior Achievement sales council all years eligible to my current position working with clients both potential and current to propagate sales and further services for my company.

Experience**US Army- 1989-1998**

- Engineer 12B Conducted operations in multiple countries building facilities and performing explosive ordnance sustainment and disposal operations. Including technical review of specific and nonspecific types of explosives for destruction and management.
- Brigade Environmental Compliance officer- Responsible for all environmental compliance for more than 1000 personnel spanning the shipping of and management of materials for multiple shipments around the world through deployments and operations in multiple countries following all in country environmental regulations as well as USEPA USDOT regulations.

Safety-Kleen Systems 1998-2002

- Branch Automotive representative- perform services at existing and obtain new clients through a provided route ever expanding the services and clients in a designated area. Worked under supervision of the Branch Automotive Manager.
- Branch Industrial Manager- Supervise Industrial representatives to ensure work at current clients is kept up to date and sale new and existing clients on services required for their business. Management of the waste picked up to ensure clients are in compliance with all applicable environmental regulatory agencies.
- Branch Service Manager- Manage all service representatives in the Special markets, Automotive and Industrial lines of business. Ensure on time completion of more than 300 stops per day.

Caldwell Environmental Services Inc.

- Project manager- Manage and ensure projects both assigned and sold at current and new clients are completed on time and within the parameters provided either by clients or by regulatory agencies. Worked closely with regulatory agencies to ensure compliance with all regulations for both the facility and for client's facilities.
- Field Chemist Perform lab pack services at client's locations technically reviewing multiple types of chemistries and chemical categories to properly separate and sort them into acceptable USEPA and USDOT categories for proper shipment and disposal.

Responsive Environmental Solutions

- Project manager- Manage and ensure projects both assigned and sold at current and new clients are completed on time and within the parameters provided either by clients or by regulatory agencies. Worked closely with regulatory agencies to ensure compliance with all regulations for both the facility and for client's facilities.
- Field Chemist Perform lab pack services at client's locations technically reviewing multiple types of chemistries and chemical categories to properly separate and sort them into acceptable USEPA and USDOT categories for proper shipment and disposal.
- Compliance manager- create and maintain all permits required to ensure the facility is running in compliance with OSHA, USEPA, USDOT and TCEQ regulations. Working with regulatory agencies to perform audits of the facility to prove compliance and maintain employee exposure and training standards are met for the facility.

Terrabella Environmental Services Inc.

President- Oversee the day to day operation and compliance of the business.



TCEQ Search Licensing or Registration Information

License Detail

To report a change of address, phone number, or email address, please fill out the form located at <http://www.tceq.texas.gov/licensing/forms/contactupdate>.

CN: CN604740811
Name: CARR, MICHAEL D
Address: 4906 SILENT LK
City: SAN ANTONIO
State: TX
ZIP: 78244-2067
County: BEXAR
Work Phone: 210-892-4496

License(s)

There were 1 licenses found.

Program ?	License Type and Level ?	License Number ?	Last Issued Date ?	Exp. Date ?	License Status ?	CE Hours ?
MSWOL	MSW OPERATOR B	SW0006149	03/22/2018	02/10/2021	CURRENT	0

Note: The number of CE hours needed in order to renew a license is based on the term (length) of each license. Please go to the [program page](#) for the license you hold to determine the number of CE hours needed and to view the latest information and renewal requirements for your license.

Application(s) within the Last 2 Years

No application records returned.

Course(s)

There were 3 courses found. **Note:** You may see the same course listed multiple times. This occurs because the course counted towards multiple license programs.

Program ?	Course Title	Course Code ?	Hours ?	Date ?	Provider
MSWOL	SOLID WASTE SCREENING	341	8.0	02/27/2018	TETC
MSWOL	ONLINE PREVENTION OF UNAUTHORIZED WASTE	1263	8.0	01/12/2018	TETC
MSWOL	MSW CLASS B SUPERVISOR LICENSE	514	30.0	01/15/2015	TETC

Note: Approved training providers are responsible for submitting approved training to TCEQ. Please allow 30 days from the last date of the training session for a record to appear in the search results. If a course does not appear in your training record after that time, please contact the training provider of the missing course. You may find contact information for approved training providers at <https://www.tceq.texas.gov/licensing/training/AllTrainingProviders>.

AARON CAMPBELL

5376 F.M. 1784, Pleasanton, TX 78064

Ph: 210-639-1757

acampbell@terrabellaes.com

Professional Summary

Service-oriented Environmental General Manager with 19 years background in Environmental Management. Core competencies include Facility, Sales and Project Management as well as excellent communication and time management skills. Handles tasks with accuracy and efficiency.

Skills

- | | |
|-------------------------------------|-----------------------------|
| ▪ Administration and Management | ▪ Transportation |
| ▪ Customer and Personal Service | ▪ Operation Monitoring |
| ▪ Critical Thinking | ▪ Quality Control Analysis |
| ▪ Production and Processing | ▪ Sales and Marketing |
| ▪ Coordination | ▪ Troubleshooting |
| ▪ Time Management | ▪ Equipment Selection |
| ▪ Negotiation | ▪ Building and Construction |
| ▪ Personnel and Human Resources | ▪ Operation and Control |
| ▪ Judgment and Decision Making | ▪ Equipment Maintenance |
| ▪ Economics and Accounting | ▪ Installation |
| ▪ Management of Financial Resources | ▪ Repairing |
| ▪ Management of Material Resources | |

Experience

Vice President

Jan 2009–Present

Terrabella Environmental Services – Pleasanton, TX

- Coordinate on-site activities for environmental cleanup or remediation projects to ensure compliance with environmental laws, standards, regulations, or other requirements.
- Estimate costs for environmental cleanup and remediation of land redevelopment projects.
- Inspect sites to assess environmental damage or monitor cleanup progress.
- Review or evaluate environmental remediation project proposals.
- Negotiate contracts for services or materials needed for environmental remediation.
- Conduct feasibility or cost-benefit studies for environmental remediation projects.
- Coordinate the disposal of hazardous waste.
- Provide training on hazardous material or waste cleanup procedures and technologies.
- Plan, administer and control budgets for contracts, equipment and supplies.

- Direct or coordinate the supportive services department of a business, agency, or organization.
- Monitor the facility to ensure that it remains safe, secure, and well-maintained.
- Prepare and review operational reports and schedules to ensure accuracy and efficiency.
- Hire and terminate clerical and administrative personnel.
- Set goals and deadlines for the department.
- Oversee the maintenance and repair of machinery, equipment, and electrical and mechanical systems.
- Oversee construction and renovation projects to improve efficiency and to ensure that facilities meet environmental, health, and security standards, and comply with government regulations.
- Conduct classes to teach procedures to staff.
- Participate in architectural and engineering planning and design, including space and installation management.

Project/ sales Manager

Jan 2007— Jan 2009

Resposive Environmental Solutions — San Antonio, TX

- Resolve customer complaints regarding sales and service.
- Oversee regional and local sales managers and their staffs.
- Review operational records and reports to project sales and determine profitability.
- Coordinate on-site activities for environmental cleanup or remediation projects to ensure compliance with environmental laws, standards, regulations, or other requirements.
- Estimate costs for environmental cleanup and remediation of land redevelopment projects.
- Identify environmental contamination sources.
- Coordinate the disposal of hazardous waste.
- Design or implement plans for structural demolition and debris removal.
- Maintain records of decisions, actions, and progress related to environmental redevelopment projects.
- Conduct feasibility or cost-benefit studies for environmental remediation projects.

Project/ Facility Manager

Jan 2005— Jan 2006

SET Environmental — Poteet, TX

- Discuss test results and analyses with customers.
- Maintain project logbook records or computer program files.
- Assist in the cleanup of hazardous material spills.
- Oversee support staff.
- Perform environmental quality work in field or office settings.
- Develop work plans, including writing specifications or establishing material, manpower, or facilities needs.
- Coordinate on-site activities for environmental cleanup or remediation

projects to ensure compliance with environmental laws, standards, regulations, or other requirements.

- Estimate costs for environmental cleanup and remediation of land redevelopment projects.
- Inspect sites to assess environmental damage or monitor cleanup progress.
- Identify environmental contamination sources.
- Prepare reports or presentations to communicate brownfield redevelopment needs, status, or progress.
- Negotiate contracts for services or materials needed for environmental remediation.
- Coordinate the disposal of hazardous waste.

Project / Facility Manager

Jun 2003— Jan 2005

Caldwell Environmental — Poteet, TX

- Use computers for various applications, such as database management or word processing.
- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Create, maintain, and enter information into databases.
- Set up and manage paper or electronic filing systems, recording information, updating paperwork, or maintaining documents, such as attendance records, correspondence, or other material.
- Operate office equipment, such as fax machines, copiers, or phone systems and arrange for repairs when equipment malfunctions.
- Maintain scheduling and event calendars.
- Schedule and confirm appointments for clients, customers, or supervisors.
- Provide services to customers, such as order placement or account information.
- Manage projects or contribute to committee or team work.
- Order and dispense supplies.
- Train and assist staff with computer usage.
- Communicate findings of environmental studies or proposals for environmental remediation to other restoration professionals.
- Prepare hazardous waste manifests or land disposal restriction notifications.
- Assess, sort, characterize, or pack known or unknown materials.
- Provide administrative support for projects by collecting data, providing project documentation, training staff, or performing other general administrative duties.

Customer Service Manager

Jan 1999— Jun 2003

Safety-Kleen — San Antonio, TX

- Direct and coordinate operational, management, and supportive services of one or a number of postal facilities.
- Resolve customer complaints.
- Hire and train employees, and evaluate their performance.
- Organize and supervise activities such as the processing of incoming and

- Prepare employee work schedules.
- Issue and cash money orders.
- Negotiate labor disputes.
- Confer with suppliers to obtain bids for proposed purchases and to requisition supplies; disburse funds according to federal regulations.
- Gather and organize information on problems or procedures.
- Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used.
- Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements.
- Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used.
- Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis.

Education

High School Diploma
Poteet High School — Poteet, TX

May 1993

ATTACHMENT 12

TCEQ CORE DATA FORM



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 checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input 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 604334904		RN 110896578

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)		6/2/2020	
<input type="checkbox"/> New Customer		<input type="checkbox"/> Update to Customer Information		<input type="checkbox"/> Change in Regulated Entity Ownership	
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)					
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:	
Terrabella Environmental Services Inc					
7. TX SOS/CPA Filing Number		8. TX State Tax ID (11 digits)		9. Federal Tax ID (9 digits)	
801586147		12634459726		263445972	
10. DUNS Number (if applicable)		025027696			
11. Type of Customer:		<input checked="" type="checkbox"/> Corporation		<input type="checkbox"/> Individual	
Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited		<input type="checkbox"/> Sole Proprietorship		<input type="checkbox"/> Other:	
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other					
12. Number of Employees		<input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		13. Independently Owned and Operated?	
<input checked="" 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:		PO Box 39			
City		Leming		State TX ZIP 78050 ZIP + 4 0039	
16. Country Mailing Information (if outside USA)				17. E-Mail Address (if applicable)	
				mcart@terrabellaes.com	
18. Telephone Number		19. Extension or Code		20. Fax Number (if applicable)	
(210) 892-4496				(210) 892-4497	

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 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.)	
Terrabella Environmental Services Pleasanton	

23. Street Address of the Regulated Entity: (No PO Boxes)	433 Zander Lane							
	City	Pleasanton	State	TX	ZIP	78064	ZIP + 4	0039
24. County	Atascosa							

Enter Physical Location Description if no street address is provided.

25. Description to Physical Location:								
26. Nearest City	State					Nearest ZIP Code		
27. Latitude (N) In Decimal:	28.982765			28. Longitude (W) In Decimal:	-98.441789			
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds			
28	58	56.33	98	26	32.30			
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)				
8999	4212	541620		484110				
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)								
Storage and treatment of hazardous materials and hazardous waste management.								
34. Mailing Address:	PO Box 39							
	City	Leming	State	TX	ZIP	78050	ZIP + 4	0039
35. E-Mail Address:	mcarr@terrabellaes.com							
36. Telephone Number	37. Extension or Code		38. Fax Number (if applicable)					
(210) 892-4496			(210) 892-4497					

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 checked="" 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 type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<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:	Hilda Quinones, P.E.	41. Title:	President/Consultant
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(210) 896-8711		() -	hildaq@qnadiversified.com

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:	Terrabella Environmental Services Inc	Job Title:	Owner/President
Name (In Print):	Michael D. Carr	Phone:	(210) 892- 4496
Signature:		Date:	6/8/20

ATTACHMENT 13

FEE PAYMENT RECEIPT

Your transaction is complete. Thank you for using TCEQ ePay.

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt and the vouchers for your records. An email receipt has also been sent.

Transaction Information

Trace Number: 582EA000386113
Date: 03/30/2020 02:01 PM
Payment Method: CC - Authorization 0000027027
Amount: \$150.00
ePay Actor: Hilda Quinones
Actor Email: hildaq@qnadiversified.com
IP: 24.28.151.54

Payment Contact Information

Name: Hilda Quinones
Company: Q&A Diversified LLC
Address: 9542 Bertram St, San Antonio, TX 78251
Phone: 210-896-8711

Cart Items

Click on the voucher number to see the voucher details.

Voucher	Fee Description	AR Number	Amount
462105	MSW PERMIT/REGISTRATION/AMEND/MOD/TEMP AUTHORIZATIONS APPLICATION FEE		\$100.00
462106	30 TAC 305.53B MWP NOTIFICATION FEE		\$50.00
Total fees for transaction:			\$150.00

[ePay Again](#)[Exit ePay](#)

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.

ATTACHMENT 14
CERTIFICATE OF INCORPORATION

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

Terrabella Environmental Services LLC
File Number: 801034159

Converting it to

TERRABELLA ENVIRONMENTAL SERVICES INC
File Number: 801586147

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 04/23/2012

Effective: 04/23/2012

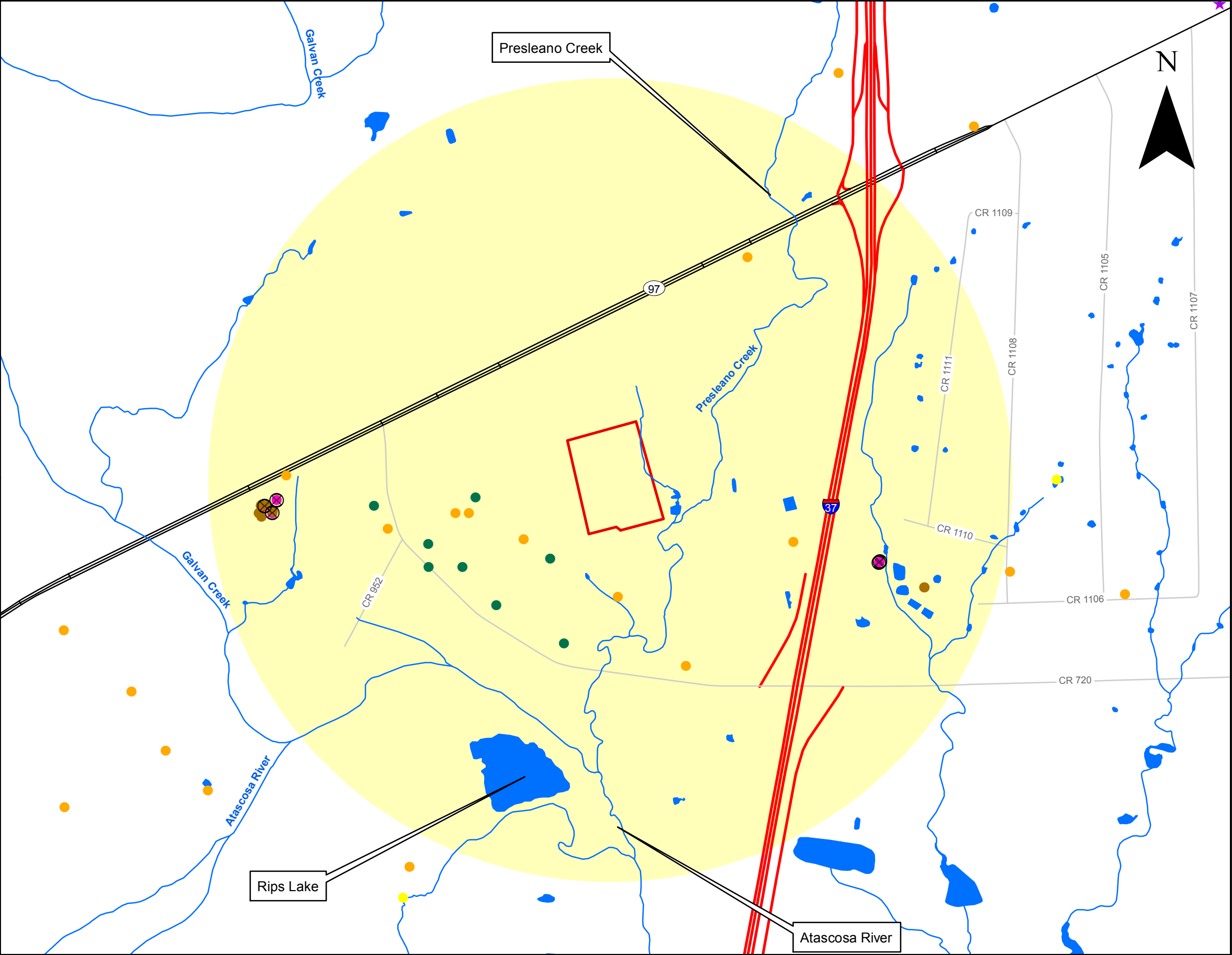


A handwritten signature in cursive script, reading "Hope Andrade".

Hope Andrade
Secretary of State

ATTACHMENT 15

OTHER MAPS



00.1250.250.5 Miles

Domestic

Environmental Soil Boring

Industrial

Plugged - Monitor

Domestic

Environmental Soil Boring

Fracking Supply

Industrial

Irrigation

NHDWATERBODY

Monitor

Public Supply

Rig Supply

Stock


Test Well

Plugged Well

500 FT


Facility

1 Mile



June 23, 2020

REV	DATE	DESCRIPTION	DR BY	APP BY
-----	------	-------------	-------	--------




PREPARED BY

Q&A Diversified, LLC
Engineering and Consulting
San Antonio, TX 78251
TX Registered Engineering Firm 15923
210-896-8711
www.QnADiversified.com
Building a practice focused on trust

PROJECT

Terrabella Environmental Services
RN 110896578
433 Zander Lane
Pleasanton, TX 78064



SHEET TITLE		
Wells, Spinrgs and Surface Waters		
DES BY		MAP SOURCE
DR BY	CH	TXDOT Roadways & NHD
CHK BY	VK	PURPOSE
APP BY	HQ	FOR PERMITTING PURPOSES ONLY
DATE		FIGURE
JUNE 2020		PART 1- ATTACHMENT 15



07501,5003,000 Feet

Center of Property
28°58'56.33"N
98°26'32.30"W

1 Mile

Property Line

N

June 23, 2020

STATE OF TEXAS

HILDA R. QUINONES

111655

LICENSED PROFESSIONAL ENGINEER

REV	DATE	DESCRIPTION	DR BY	APP BY
PREPARED BY Q&A Diversified, LLC Engineering and Consulting San Antonio, TX 78251 TX Registered Engineering Firm 15923 210-896-8711 www.QnADiversified.com Building a practice focused on trust				

PROJECT

Terrabella Environmental Services
RN 110896578
433 Zander Lane
Pleasanton, TX 78064

TERRABELLA
Environmental
Services

SHEET TITLE

Current Aerial

DES BY		MAP SOURCE
DR BY	CH	ESRI World Imagery
CHK BY	VK	PURPOSE
APP BY	HQ	FOR PERMITTING PURPOSES ONLY
DATE		FIGURE
JUNE 2020		PART 1 - ATTACHMENT 15

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community