



DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE
1455 FRAZEE ROAD
SUITE 900
SAN DIEGO, CA 92108

AUG 10 2011

Dear Interested Party,

On behalf of the Secretary of the Navy and the United States Department of Defense, it is my great privilege to formally announce the sale of the Electromagnetic Reduction (EMR) Facility at the former Naval Station Ingleside (NSI), Ingleside, TX. The Invitation for Bid package, now available to you, is an important step to providing this property for public and private redevelopment.

As a result of the closure of the NSI, the EMR property has been identified for public sale via sealed bid. The property, located approximately 18 miles northeast of Corpus Christi, consists of approximately 155 acres, including 105 acres of submerged land, 46 acres of upland area, and a 4-acre easement and right-of-way to Highway FM1069.

This public sale represents a collaborative effort among the local and state government, the development community and the federal government. This collaboration exemplifies the will of the local community with respect to land planning and zoning, engages and leverages the skills and assets of the developers who will transform the property into productive uses that benefit the community, and enables the federal government to dispose of surplus base property at fair market value.

If you have not already done so, let me encourage you to view the www.bracpmo.navy.mil website. There you will find information regarding how you can gain access to the pertinent areas of the property and other information that will assist you in your due diligence efforts. I urge you to use the information on the website and to make the necessary contacts to tour the property. Our team will provide you with an individual, private tour of what can become your new premier property for development.

Sincerely,

A handwritten signature in cursive script, reading "Kimberly Kesler", is positioned above the printed name.

Kimberly Kesler
Director

**PUBLIC SALE OF
U.S. GOVERNMENT REAL PROPERTY
BY SEALED BID**

**ELECTROMAGNETIC REDUCTION FACILITY
FORMER NAVAL STATION INGLESIDE,
INGLESIDE, TEXAS**

**155± Acre
Development Site**



Invitation For Bid No.: N47692-11-RP-11X03

**Bid Opening: 15 September 2011
2:00 PM (Eastern Daylight Savings Time)**

BRAC PROGRAM MANAGEMENT OFFICE SOUTHEAST

Sealed Bid Public Sale

Invitation For Bid: N47692-11-RP-11X03

**Electromagnetic Reduction Facility
Former Naval Station Ingleside
Ingleside, TX**

**THE INFORMATION BELOW MUST APPEAR IN THE
LOWER LEFT CORNER OF BID ENVELOPE:
INVITATION NO.: N47692-11-RP-11X03
BID OPENING DATE & TIME: 15 September 2011 @ 2:00 P.M. EDST**

**SEND ALL BIDS TO: Department of the Navy
BRAC Program Management Office Southeast
4130 Faber Place Drive
Suite 202
North Charleston, SC 29405**

Sealed Bids for the purchase of the Government property described in the Schedule portion of this Invitation for Bids must be received in duplicate and will be received until 15 September 2011 at **2:00 P.M. EDST** at the Department of the Navy, BRAC Program Management Office Southeast, 4130 Faber Place Drive, Suite 202, North Charleston, SC 29405. The bids will be opened publicly at that time.

Any and all bids submitted in response to this Invitation for Bids must be in compliance with and submitted pursuant to all the terms and provisions of this Invitation for Bids, including without limitation, the Schedule portion thereof, and 1) the Instructions to Bidders, which includes the provisions of the Bid Form; 2) the General Terms of Sale; 3) the Bid Purchase Forms, and Asbestos Hazard Acknowledgement Form, all of which are attached to this Invitation for Bid and by this reference made part thereof.

METHOD OF AWARD: The successful high bidder, hereinafter called the "winning bidder", will be notified by letter that an award was made on the bid.

Important Notice: The Navy BRAC Program Management Office Southeast maintains a record of the names and addresses of all parties issued copies of this Invitation for Bids. **Any bidder who does not acknowledge receipt of any addendum, supplement, etc., issued to this invitation, may be considered nonresponsive, and the bid may not be considered for award.** If you are not the person who received this INVITATION FOR BIDS directly through the mail from the Government or through an official representative of the Government, it is to your benefit to advise the Navy BRAC Program Management Office Southeast of the address to which any additional information concerning the Invitation for Bids should be mailed. Contact: Department of the Navy, BRAC Program Management Office Southeast, 4130 Faber Place Drive, Suite 202, North Charleston, SC 29405.

For information regarding this property or sale terms and procedure information, contact:

Ms. Thuane B. Fielding
BRAC Program Management Office Southeast
4130 Faber Place Drive
Suite 202
North Charleston, South Carolina
Telephone: 843-743-2147
E-mail: thuane.fielding@navy.mil

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Location and Description

The subject Property is located southwest of the City of Ingleside, Texas and approximately 18 miles northeast of Corpus Christi, Texas. The uplands are located at Welder Point on the north shore of Ingleside Cove and the submerged lands are located just north of the intersection of the Jewel Fulton Canal and La Quinta Channel.

The Property consists of approximately 155-acres with improvements and was part of the former Naval Station Ingleside (NSI). The site of the Electromagnetic Reduction (EMR) Facility, the Property is located in an industrial area and has a current zoning designation of R-1. The Property is located within the planning and zoning jurisdiction of the City of Ingleside and the City of Corpus Christi.

The EMR Facility had been utilized to measure, alter, and reduce the electromagnetic profile of Navy mine warfare vessels. Currently, the entire 155-acre (approximate) Property is closed with no ongoing operations.

Attachment 4 is the Dredge Permit No. 20486, as amended, issued by the Army Corps of Engineers on 22 October 1996. The Permit, as amended, was issued to, among other things, authorize ten (10) years of maintenance dredging of the existing EMR Facility through 31 December 2013. The winning bidder must assume all obligations and responsibilities under said Permit, as amended, including ownership and maintenance of existing structures.

Legal Description

The San Patricio County Assessor has assigned the following Assessor Parcel Numbers ("APN") to the Property: R55766 (2139-0292-0001-005) and R350057 (2139-0292-0001-009). The Nueces County Assessor has assigned the following Assessor Parcel Number ("APN") to the Property: R359272 (848300000021). Please refer to Exhibit A "Legal Description EMR Property and Site Plan.

Utilities

The Property is currently served by the following public utilities:

Electricity: Suez Energy Resources, Inc.*

Water and Sewer: City of Ingleside

Telephone: Verizon

*Navy's provider—new owner may select provider of choice at www.shopelectricityratesTexas.com

Existing Easements

The Property will be sold subject to any and all existing covenants, reservations, easements, restrictions and rights, recorded or unrecorded, in favor of third parties and to the easements, reservations, rights and covenants reserved by the Government.

Zoning

The upland portions of the property are located within the planning and zoning jurisdictions of the City of Ingleside, TX. The submerged portions of the property are located within the planning and zoning jurisdictions of the City of Corpus Christi, TX. The upland portions of the property have a current

zoning designation of R-1 (single family residential) and are situated in an industrial area. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder. Verification of the present zoning and determination of permitted uses, along with compliance of the property for present and proposed future uses shall be the responsibility of the bidder. The Government makes no representation in regard thereto. Interested parties are strongly encouraged to contact the Local Redevelopment Authority (LRA) for further information regarding the potential entitlements and development opportunities that may be available to the successor owner of the Property.

For more information, please contact:

Jim Gray
Ingleside Implementation Local Redevelopment Authority
2671 San Angelo
Ingleside, TX 78362
(361) 557-0362 or (361) 776-2517

Statement of Environmental Condition

There is no known hazardous substance or contamination on the property.

NOTICES AND COVENANTS TO BE INCLUDED IN THE APPLICABLE QUITCLAIM DEED

The Purchaser must agree to these Covenants and other provisions of the sale described in this Invitation to Bid. The Department of the Navy, BRAC Program Management Office Southeast has prepared the environmental documents *Environmental Condition of Property (ECP)* and the *Finding of Suitability to Transfer (FOST)* documenting the environmental condition of the property. Potential purchasers can review these documents electronically via the BRAC PMO website at www.bracpmo.navy.mil, in the "Announcements" section under "former NSI EMR". These documents will be provided to the selected purchaser for the Property. By submitting a bid for the property, bidders acknowledge that they were given the opportunity to obtain a copy of these documents. Bidders further acknowledge that they have been informed of and agree to the covenants as specified herein.

As Is – Where Is

The Property, including existing improvements, will be conveyed "AS IS" and "WHERE IS" without representation, warranty or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in a condition or fit to be used for the purpose for which intended and claim(s) for any allowance or deduction upon such grounds will NOT be considered. Bidders will be responsible for evaluating existing environmental studies and data to make their own determination on the potential use and constraints of the Property.

Asbestos Notice and Covenant: Any and all bids submitted in response to this Invitation for Bids must include a signed certification titled "NOTICE OF THE PRESENCE OF ASBESTOS DISCLOSURE AND ACKNOWLEDGEMENT FORM", attached hereto and made a part hereof.

Non-Discrimination

The Purchaser covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property transferred, that it shall not discriminate upon the basis of race, age, color, sex, religion, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon.

Sale and Conveyance

The sale and conveyance of the Property shall be made subject to the following:

- a. All covenants, easements, reservation, restrictions and encumbrances, whether of record or not.
- b. Any facts which a physical inspection and accurate survey of the Property may disclose.
- c. Conditions precedent to closing as directed by Government to the winning bidder, as set forth within this IFB.
- d. The winning bidder executes, as Transferee, Dredge Permit No. 20486, as amended, attached hereto as Attachment 4, assuming all obligations and responsibilities under said Permit, as amended, including ownership and maintenance of the existing structures.
- e. Acceptance of the Quitclaim Deed which shall be substantially in the form as set forth at the BRAC PMO website (www.bracpmo.navy.mil) as described above.

GENERAL TERMS OF SALE

1. TERM – “INVITATION FOR BIDS”. The term “Invitation for Bids” (IFB) as used herein refers to the foregoing IFB, and its Property Description; General Terms of Sale; and the Instructions to Bidders; all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.

2. DESCRIPTION PROVIDED. The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on information available to the BRAC Program Management Office Southeast, and are believed to be correct, but any error or omission including, but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION. Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening.

All bidders are invited to a Site Visit to be held 23 August 2011. Prospective bidders are required to confirm their attendance

with Ms. Thuane Fielding at 843-743-2147 or by e-mail at thuane.fielding@navy.mil no later than 19 August 2011.

4. CONDITION OF PROPERTY. The Property, including existing improvements, is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and the winning bidder shall have no claim at law or equity against the United States or any officer or employee of the United States for any allowance or deduction upon such grounds.

5. ZONING. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not represent or guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

6. CONTINUING OFFERS. Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of bid opening, until the bid is accepted or rejected by the Government. If after 90 days of the bid opening the Government has not notified any bidder that they are the winning bidder, the consent of the winning bidder to extend the

offer beyond the 90 days shall be obtained prior to the Government accepting the bid and notifying the bidder that they are the winning bidder under this IFB.

7. TAXES AND CLOSING COSTS. As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the winning bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. All closing costs, including escrow and financing fees, shall be borne solely by the winning bidder.

8. RISK OF LOSS. As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the winning bidder shall assume responsibility for care and handling and all risks of loss or damage to the Property and shall have all obligations and liabilities of ownership.

9. REVOCATION OF BID AND DEFAULT. In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the winning bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the winning bidder to consummate the transaction, the deposit together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY. If the Bid for Purchase of Government Property is accepted by the Government and: (1) Government fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the winning bidder for any reason, although winning bidder is ready, willing, and able to close, Government shall promptly refund to winning bidder all amounts of money the winning bidder has paid, without interest, whereupon Government shall have **NO** further liability to winning bidder.

11. TITLE EVIDENCE. Any title evidence which may be desired by the winning bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the winning bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE. If a bid for the purchase of the Property is accepted, the Government's interest will be conveyed by Quitclaim Deed. The Government does not pay or contract for title insurance, but the purchaser may, at its own cost and expense, wish to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE. The Government shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid. On the closing date, the winning bidder shall tender to the Government, by cashier's check, certified

check, or U.S. Postal Service money order, the balance of the purchase price. Upon such tender being made by the winning bidder, the Government shall deliver to the winning bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing the necessary conveyance documents. In any event, if possession was assumed by the winning bidder prior to the date of conveyance, the winning bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above, if applicable.

14. DELAYED CLOSING. The winning bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the winning bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

15. DOCUMENTARY STAMPS AND COST OF RECORDING. The winning bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the winning bidder's expense. A CONFORMED COPY OF THE RECORDED DEED must be provided to: Department of the Navy,

BRAC Program Management Office
Southeast, 4130 Faber Place Drive, North
Charleston, SC 29405, Attn: Ms. Thuane
B. Fielding, Phone: (843) 743-2147.

16. CONTRACT. The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the winning bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the winning bidder without consent of the Government, and any assignment transaction without such consent shall be void.

17. OFFICIALS NOT TO BENEFIT. No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

18. COVENANT AGAINST CONTINGENT FEES. The winning bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the winning bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the winning

bidder upon the contract secured or made through bona fide established commercial agencies maintained by the winning bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

19. SALE AND CONVEYANCE. The sale and conveyance of the Property shall be made subject to the following: (1) All covenants, easements, reservations, restrictions, and encumbrances, whether of record or not. (2) Any facts which a physical inspection and accurate survey of the property may disclose. (3) Conditions precedent to closing as directed by Government to the winning bidder, as set forth within this IFB. (4) The winning bidder executes Transferee Dredge Permit No. 20486, as amended, attached hereto as Attachment 4, assuming all obligations and responsibilities under said Permit, as amended, including ownership and maintenance of the existing structures. (5) Acceptance of the Quitclaim Deed which shall be substantially in the form as set forth at the BRAC PMO website (www.bracpmo.navy.mil) as described above.

20. EASEMENTS. The Property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.

21. METHOD OF SALE. This sale will be conducted by sealed bid. The minimum opening bid is US\$2,000,000.00 (Two million dollars). The bid that offers the

greatest return to the Government may be accepted.

22. REJECTION. The Government reserves the right to reject any and all bids.

23. GOVERNMENT'S DEFAULT. If a bid is accepted and the Government fails for any reason to perform its obligations as set forth herein, or title to the Property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Government shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Government shall have no further liability to Purchaser.

24. LIABILITY. With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

25. ANTI-TRUST LAWS. The contract of sale made by the acceptance of the winning bid by the Government may be transmitted to the Attorney General of the United States for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of the winning bid, in case unfavorable advice is received from the Attorney General for any reason, without liability on the part of the Government other than to return any and all bid deposits held by the Government.

INSTRUCTIONS TO BIDDERS - SEALED BID

(Government Real and Related Personal Property)

**THE GOVERNMENT SEEKS TO OBTAIN FAIR MARKET VALUE FOR THE PROPERTY
AND RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

1. BID FORM.

a. Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Bids may be modified or withdrawn by telegram prior to the time fixed in this Invitation for Bids for the opening of bids.

b. Empty fields on the Bid Forms shall be filled out legibly, and all erasures, strikeovers, and corrections within those fields shall be initialed by the person signing the bid. The bid must be manually signed.

c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

d. In submitting a bid, return only the following: Bid Form (in duplicate), Corporate Certification (in duplicate), and Asbestos Hazard Acknowledgement Form. Retain all other documents, including copies of the above forms, for your record.

2. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to the "Place of Bid Opening" stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope. On the lower left corner of the envelope it must state:
Invitation number: N47692-11-RP-11X03,
Bid Opening Date: 15 September 2011,
Time: 2:00 P.M. EDST.

No responsibility will attach to any officer of the Government for the premature opening of, or failure to open, a bid not properly addressed and identified.

3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

a. Any bid received at the office designated in this Invitation for Bids after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to an Invitation for Bids requiring receipt of bids by the 20th of the month must have been mailed by the 15th); or

(2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) Was sent by US Postal Service "Express Mail Next Day Service-Post Office to Addressee", not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and US Federal holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact

time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service. Both postmarks must show a legible date of the bid, modification, or withdrawal shall be processed as if mailed late.

“Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by US Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail Next Day Service - Post Office to Addressee” label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. “Postmark” has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders

should request the postal clerk to place a legible hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

4. BID EXECUTED ON BEHALF OF BIDDER. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. CORPORATION. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. PARTNERSHIP. If the bidder is a partnership, and all partners sign the bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

c. LIMITED LIABILITY

CORPORATION (LLC). If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

5. BID DEPOSIT. Each bid must be accompanied by a bid deposit of not less than **five percent (5%)** of the amount bid, in the form of a certified check, cashier's check, or postal money order made payable to the US Treasury. The bidder, at its option, may be named as an alternative payee. This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the bid deposit of the winning bidder shall be applied toward payment of the winning bidder's obligation to the Government. Bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within five (5) working days after rejection of the bids.

6. ADDITIONAL INFORMATION. The BRAC Program Management Office Southeast issuing office, at the address given in this Invitation for Bids, will upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and will answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids. The failure of any bidder to inspect, or to be fully informed as to the condition of any or all portions of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

7. BIDS TO BE OPENED AT SPECIFIED TIME. It shall be the duty of each bidder to see that its bid is delivered within the time and at the Place of Bid Opening prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under 3 above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

8. WAIVER OF INFORMALITIES OR IRREGULARITIES. The Government may, at its election, waive any minor informality or irregularity in bids received.

9. ACCEPTABLE BID. A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, based on price and any other factors which may be specified in this Invitation for Bids, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

NOTICE OF ACCEPTANCE OR REJECTION. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when mailed to the bidder or its duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof at its sole discretion.

**Bid for Purchase of
US Government Property
Invitation for Bids Number: N47692-11-RP-11X03**

(Date) _____

**To: Department of the Navy
BRAC Program Management Office Southeast
4130 Faber Place Drive
North Charleston, SC 29405**

SUBJECT TO: (1) the terms and conditions of Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders; and (3) the General Terms of Sale, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within ninety calendar days after date of the bid opening, to purchase the property as described in said Invitation for Bids for which bid price is entered below.
The minimum bid is US\$2,000,000.00

AMOUNT OF BID: \$ _____ BID DEPOSIT (Enclosed) \$ _____ **5% of bid amount.**

NOTE: See paragraph 5 of the Instructions to Bidders for information concerning amount and form of bid deposit.

Name and Address of bidder (type or Print)

Name _____

Street _____ City _____

State _____ Zip _____

Telephone number (____) _____

Bidder represents that he operates as (check appropriate box):

- an individual doing business as _____
- a partnership consisting of _____
- a corporation, incorporated in the state of _____
- a trustee acting for _____
- a Limited Liability Corporation incorporated in the State of _____

In the event this bid is accepted, the instruments of conveyance should name the following as Grantee(s):

(Include name of spouse, if applicable)

Signature of person authorized to sign bid.

Signatory's name and title (type or print)

Certificate of Corporate Bidder

Invitation for Bids Number: N47692-11-RP-11X03

I, _____, certify that I am the _____ of the Corporation named as bidder herein; that _____ who signed this bid on behalf of the bidder, was then _____ of said Corporation; that said bid was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Secretary or other)

(Official Title)

(SEAL)

**ASBESTOS-CONTAINING MATERIALS
HAZARD DISCLOSURE AND ACKNOWLEDGMENT FORM
(NON-RESIDENTIAL STRUCTURES)**

ASBESTOS WARNING STATEMENT

YOU ARE ADVISED THAT CERTAIN BUILDINGS WITHIN THE INGLESIDE EMR MAY CONTAIN ASBESTOS-CONTAINING MATERIALS. INDIVIDUALS (WORKERS) MAY SUFFER ADVERSE HEALTH EFFECTS AS A RESULT OF INHALATION EXPOSURE TO ASBESTOS. THESE ADVERSE HEALTH EFFECTS INCLUDE ASBESTOSIS (PULMONARY FIBROSIS) AND MESOTHELIOMAS (BENIGN OR MALIGNANT TUMORS).

ACKNOWLEDGEMENT

I acknowledge the following:

- (1) I have read and understand the above-stated Asbestos Warning Statement.
- (2) I have received from the Government the following document(s): The Environmental Condition of Property and the Finding of Suitability to Transfer Ingleside EMR, Ingleside, TX, representing the best information available to the Government as to the presence of and condition of asbestos-containing-materials hazards in the buildings covered by this Invitation for Bids;
- (3) I understand that my failure to inspect or to become fully informed of the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender; and.
- (4) I understand that, upon execution of the transfer of the Property, I shall assume full responsibility for preventing future asbestos exposure by properly managing and maintaining or, as required by applicable Federal, State, or local laws or regulations, for abating any asbestos hazard that may pose a risk to human health.

Transferee (or duly authorized agent)

Date

ATTACHMENT 4



DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
5151 FLYNN PARKWAY #306
CORPUS CHRISTI, TX 78411-4318

April 22, 2010

REPLY TO
ATTENTION OF:

Corpus Christi Regulatory Field Office

SUBJECT: Permit No. 20486(02), Electromagnetic Roll Facility

Department of the Navy
Naval Station Ingleside
Attn: L.D. Taylor, Captain, U.S. Navy
1455 Ticonderoga Road, Suite W210
Ingleside, Texas 78362-5001

Dear Captain Taylor:

This is in follow up to your letter dated October 14, 2008, requesting termination of Permit No. 20486(02), Electromagnetic Roll Facility (ERF). In our response letter to you dated February 22, 2010, we advised you that because several structures associated with the ERF are still in place, we cannot terminate the permit. However, General Condition 2 of that permit allows for the transfer of the permit to a third party. If the Department of the Navy wishes to transfer the permit, the Corps will require written documentation from both the Navy, indicating a desire to transfer the permit, and the entity assuming the permit indicating that they will assume all obligations and responsibilities authorized under the current permit, including ownership and maintenance of the existing structures.

Please advise as to your intention to either remove the structures from waters of the U.S. or transfer the permit for those structures. If you have any questions concerning this matter, please contact me at the letterhead address or by telephone at 361-814-5847. To assist us in improving our service to you, please complete the survey found at <http://per2.nwp.usace.army.mil/survey.html>.

Sincerely,

A handwritten signature in black ink, appearing to read "Lloyd Mullins".

Lloyd Mullins
Supervisor
Corpus Christi Regulatory Field Office



DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
Corpus Christi Regulatory Field Office
5151 Flynn Parkway, Suite 306
Corpus Christi, Texas 78411-4318

February 22, 2010

REPLY TO
ATTENTION OF:

Regulatory Branch

SUBJECT: Permit No. 20486 (02), Electromagnetic Roll Facility

Department of the Navy
Naval Station Ingleside
L.D. Taylor, Captain, U.S. Navy
1455 Ticonderoga Rd., Suite W210
Ingleside, Texas 78362-5001

Dear Captain Taylor:

This is in response to your letter dated October 14, 2008 requesting termination of Permit No. 17847 (10), Naval Station Ingleside and Permit No. 20486 (02), Electromagnetic Roll Facility (ERF). As you may recall, Permit No. 17847(10), Naval Station Ingleside, was authorized for transfer to the Port of Corpus Christi via Corps letter dated February 12, 2010. It is our understanding that termination of Permit No. 20486(02) is being requested due to the pending base closure in Ingleside, Texas.

We have reviewed the file for Permit No. 20486 (02) and recent aerial photography of the project site. It appears that several structures associated with the ERF are still in place. Structures include the ERF structure, associated walkway, channel markers, and mooring buoys.

As with Permit No. 17847(10), Permit No. 20486(02) can be transferred to the new property owner. The Corps will require written documentation from the current permit holder and the entity assuming the permit indicating that they will assume all obligations and responsibilities authorized under the current permit, including ownership and maintenance of the existing structures. If the new owner is unwilling to assume ownership and maintenance of the structures, the Navy will be required to remove them prior to the Corps granting a termination of this permit.

If you have any questions concerning this letter, please contact me at the letterhead address or by telephone at 361-814-5847. To assist us in improving our service to you, please complete the survey found at <http://per2.nwp.usace.army.mil/survey.html>

Sincerely,

Lloyd Mullins
Unit Leader
Corpus Christi Regulatory Office

DEPARTMENT OF THE ARMY PERMIT

Permittee Department of the Navy

Permit No. 20486

Issuing Office Galveston District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To dredge approximately 400,000 cubic yards of material for the construction of an entrance channel, turning basin and slip for Avenger and Osprey class Naval Vessels. Dredged material will be placed in the Good Hope Disposal Area, directly north of the proposed dredging. Dredging will facilitate the construction of a Magnetic Silencing Facility (MSF) for use by the Mine Warfare Center of Excellence at Ingleside. This MSF is required to measure the magnetic signature of the mine warfare ships for utilization in mine warfare training.

The entrance channel will measure 150 feet wide and approximately 700 feet in length and will be dredged to -17 ft. mean low low water (mllw). The turning basin will measure 500 feet by 500 feet and will also be dredged to -17 ft. mllw. To allow for the placement of the MSF, a corridor measuring 520 feet by 270 feet will be dredged to -25 ft. mllw. The MSF will consist of piers and sensor tubes. Two piers 300 feet in length will be constructed parallel to one another 66 feet apart to allow docking of naval vessels between them. A proposed walkway measuring 800 feet in length will connect these piers to the shoreline.

An additional small craft pier will be constructed adjacent to Naval Station Ingleside and the Corpus Christi Ship Channel. The pier will measure 600 feet in length and will accommodate utility boats used to support the mine warfare exercises and existing boats assigned to the station.

Project Location: The dredging portion of the project will be performed at the confluence of the Jewell Fulton Canal and La Quinta Channel west of Ingleside, Texas. The small craft pier facilities proposed for construction are at Naval Station Ingleside in the city of Ingleside, San Patricio County, Texas.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on 31 December 1999. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

- 4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
- 5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
- 6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- Section 404 of the Clean Water Act (33 U.S.C. 1344).
- Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

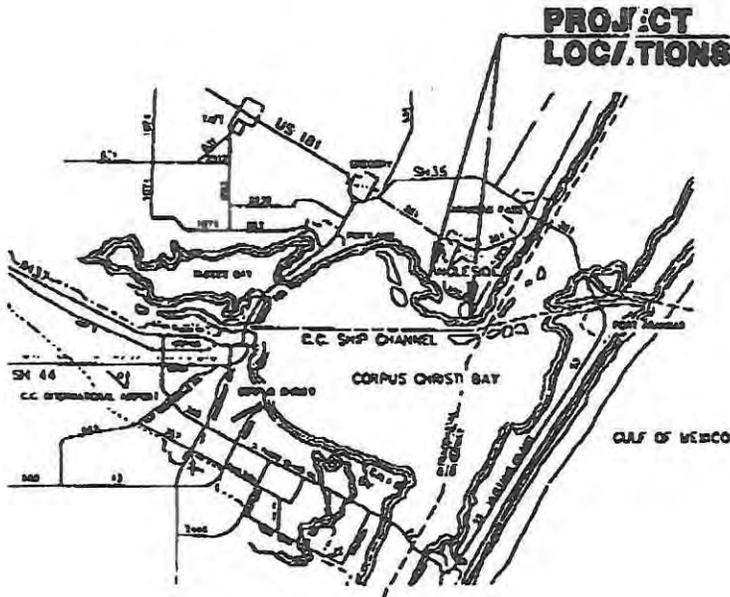
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.

USNAV-50V.LMS Plotted 2/10/98 1:12 pm 11 of Scale 1=1.0

20486



MAP OF TEXAS



VICINITY MAP

| | | | | | | |
|--|-----------------|--|--|--|-------|-----------|
|  GEE & JENSON | DESC. JSY | EMR FACILITY & SMALL CRAFT PIER NAVAL STATION INGLESIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | | | SCALE | N.T.S. |
| | DRAW GOO | | | | JOB # | 93-282.53 |
| | CHKD <i>JDM</i> | | | | SHEET | 1 of 11 |
| | APPR <i>XJ</i> | | | | | |
| | DATE 2/16/98 | | | | DATE | APRV |

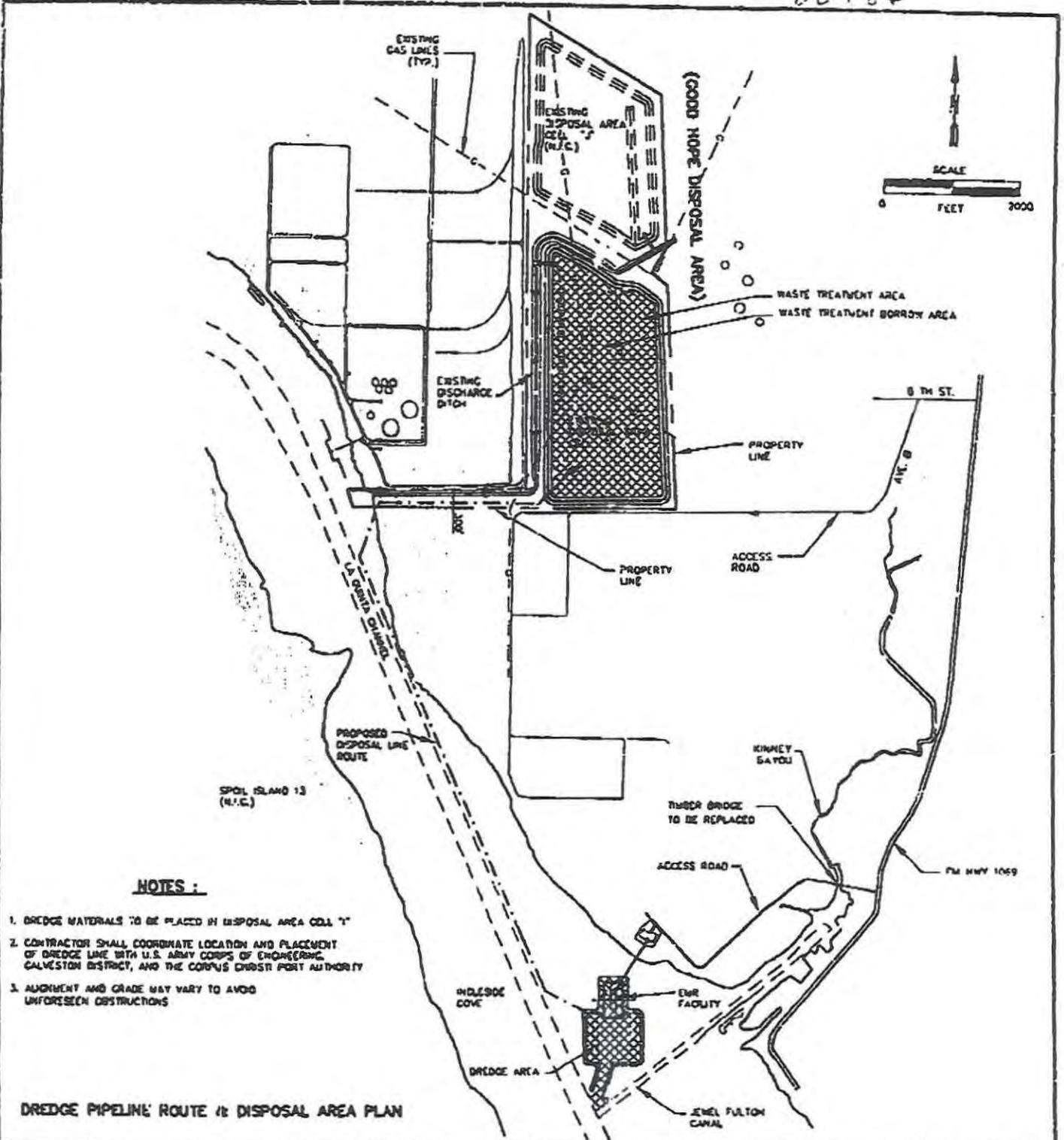
Sheet 1 of 15

COASTAL-V-24-2200

Printed 2/18/96 6:10 P.M.

Scale 1"=2000.0

20476



NOTES:

- 1. DREDGE MATERIALS TO BE PLACED IN DISPOSAL AREA CELL "A"
- 2. CONTRACTOR SHALL COORDINATE LOCATION AND PLACEMENT OF DREDGE LINE WITH U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT, AND THE CORPUS CHRISTI PORT AUTHORITY
- 3. ALIGNMENT AND GRADE MAY VARY TO AVOID UNFORESEEN OBSTRUCTIONS

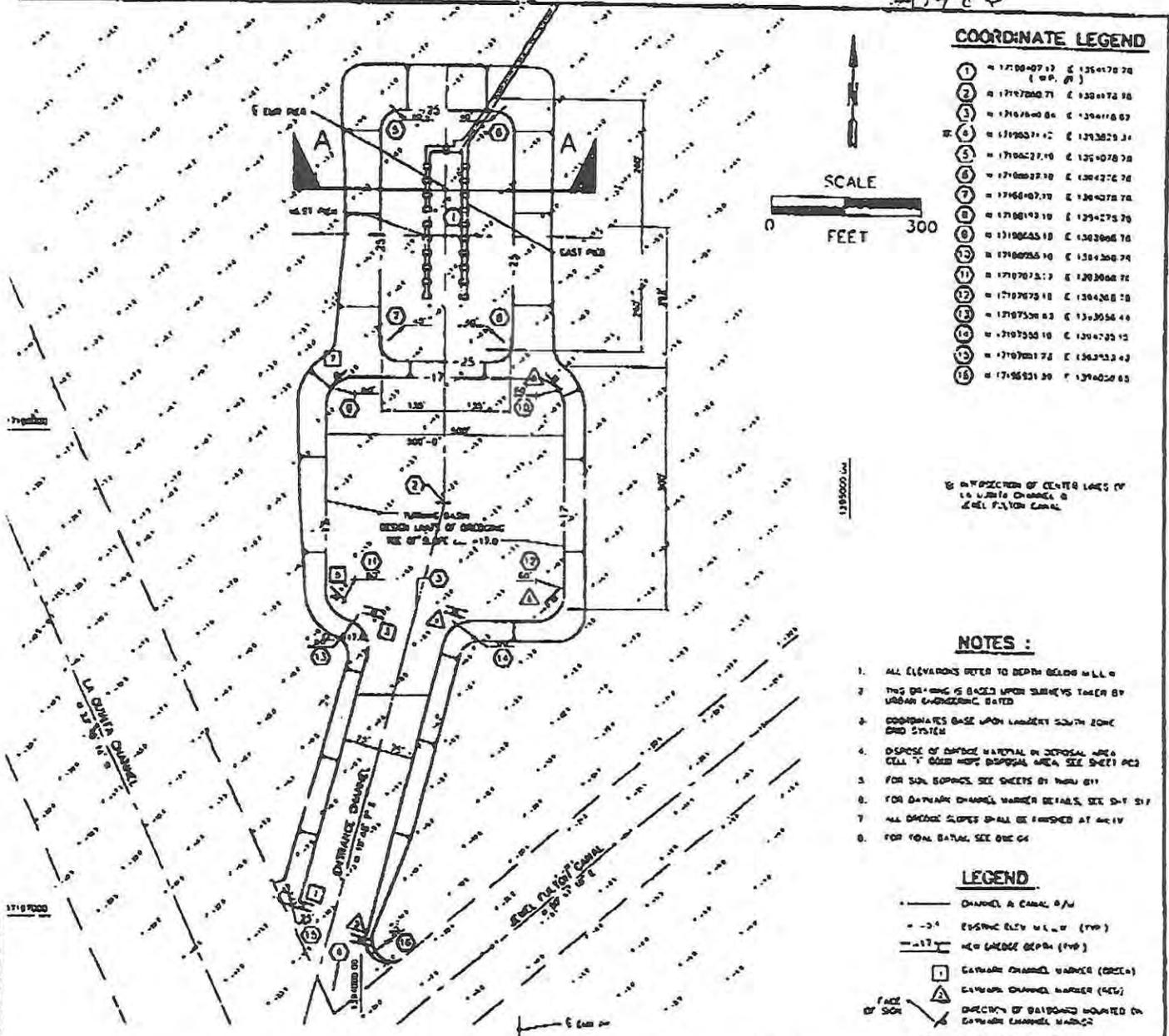
DREDGE PIPELINE ROUTE & DISPOSAL AREA PLAN

| | | | | |
|--|-----------------------------------|--|---|----------|
|  GEE & JENSON | DESIG. JSY | EMR FACILITY NAVAL STATION INGLESIDE, TEXAS | SCALE SHOWN | |
| | DRAW NCP | | JOB # 93282.53 | |
| | CHKD. <i>[Signature]</i> | | SHEET | |
| | APPRV. <i>[Signature]</i> | | 2 of 11 | |
| DATE 2/16/96 | APPLICANT: DEPARTMENT OF THE NAVY | DATE | APPRV. | REVISION |

Sheet 2 of 15

DISTALVP-54-30MC Pulled 3/4/000 3:32 pm Plot Scale: 1-300

20.486



COORDINATE LEGEND

| | | |
|----|---------------|--------------|
| 1 | N 17100407.12 | E 1264170.70 |
| 2 | N 17107000.71 | E 1304170.70 |
| 3 | N 17107000.80 | E 1304170.82 |
| 4 | N 17100371.42 | E 1293829.31 |
| 5 | N 17100277.10 | E 1294270.70 |
| 6 | N 17100027.70 | E 1304270.70 |
| 7 | N 17100407.12 | E 1304270.70 |
| 8 | N 17100143.10 | E 1294270.70 |
| 9 | N 17100027.70 | E 1304000.70 |
| 10 | N 17100025.10 | E 1304300.70 |
| 11 | N 17107072.17 | E 1304000.70 |
| 12 | N 17107075.18 | E 1304300.70 |
| 13 | N 17107530.83 | E 1304300.40 |
| 14 | N 17107530.10 | E 1304700.10 |
| 15 | N 17107001.72 | E 1304300.40 |
| 16 | N 17100027.70 | E 1304000.70 |
| 17 | N 17100027.70 | E 1304000.70 |
| 18 | N 17100027.70 | E 1304000.70 |

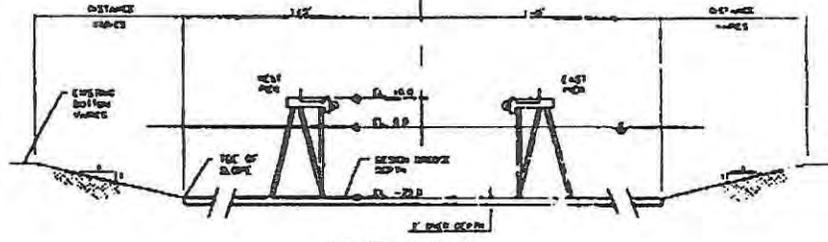
IS IN PROJECTION OF CENTER LINES OF LA GUARDIA CHANNEL & LAKE PAVILION CANAL

NOTES :

1. ALL ELEVATIONS REFER TO DEPTH BELOW M.S.L.
2. THIS DRAWING IS BASED UPON SURVEYS TAKEN BY URBAN ENGINEERING DATED
3. COORDINATES BASED UPON LAMBERT SOUTH ZONE GRID SYSTEM
4. DISPOSE OF EXCESS MATERIAL IN DISPOSAL AREA CELL 7. OTHER WASTE DISPOSAL AREA SEE SHEET PCS
5. FOR SOIL SAMPLES SEE SHEETS BY NAME 011
6. FOR DRAINAGE CHANNEL WARDER DETAILS, SEE SH-517
7. ALL DRAINAGE SLOPES SHALL BE FINISHED AT AN IV
8. FOR POND BATHAL SEE SHEET 014

LEGEND

- CHANNEL & CANAL (A/B)
- - - EXISTING ELEV M.S.L. (FWD)
- - - NEW WARDER DEPTH (FWD)
- ENTRANCE CHANNEL WARDER (02C1)
- △ ENTRANCE CHANNEL WARDER (02C2)
- DIRECTION OF DRAINAGE INDICATED ON ENTRANCE CHANNEL WARDER
- COORDINATE NUMBER OF RADIIUS OF CONTROL POINT
- ⋄ 1/2 OF SLOPE RADIIUS @ POND



SECTION A-A

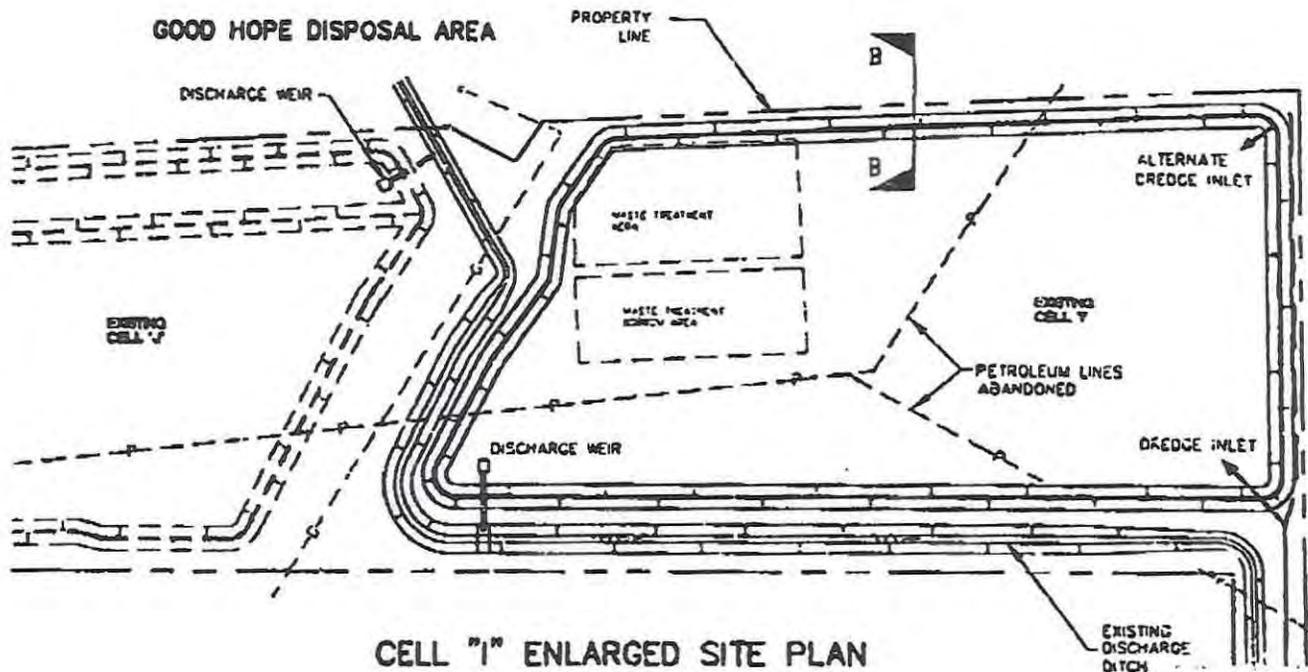
DREDGE PLAN

| | | | | |
|-----------------------------------|------------|--|-----------------------|-----------|
| <p>GEE & JENSON</p> | DESIG. JSY | EMR FACILITY NAVAL STATION INGLESIDE, TEXAS | SCALE | SHOWN |
| | DRAW NCP | | JOB # | 93-261.55 |
| | CHKD | | SHEET | 3 OF 11 |
| | APRV | | REV. LEGEND & SECTION | |
| | DATE | | REVISION | |
| APPLICANT: DEPARTMENT OF THE NAVY | | DATE | APRV | |

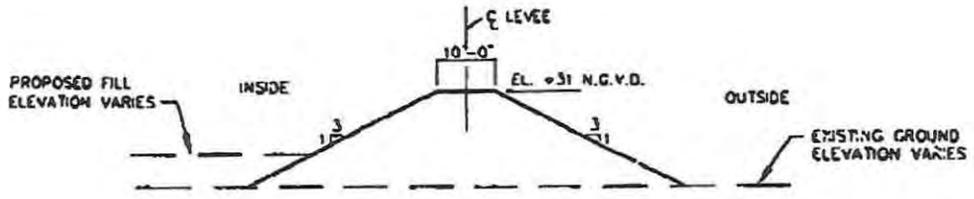
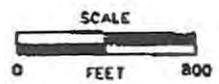
Sheet 3 of 15

20486

1:VDBASTALV-DH-434C PLOT: 2/15/98 1:22 am Plot Scale 1=803.2



CELL "I" ENLARGED SITE PLAN



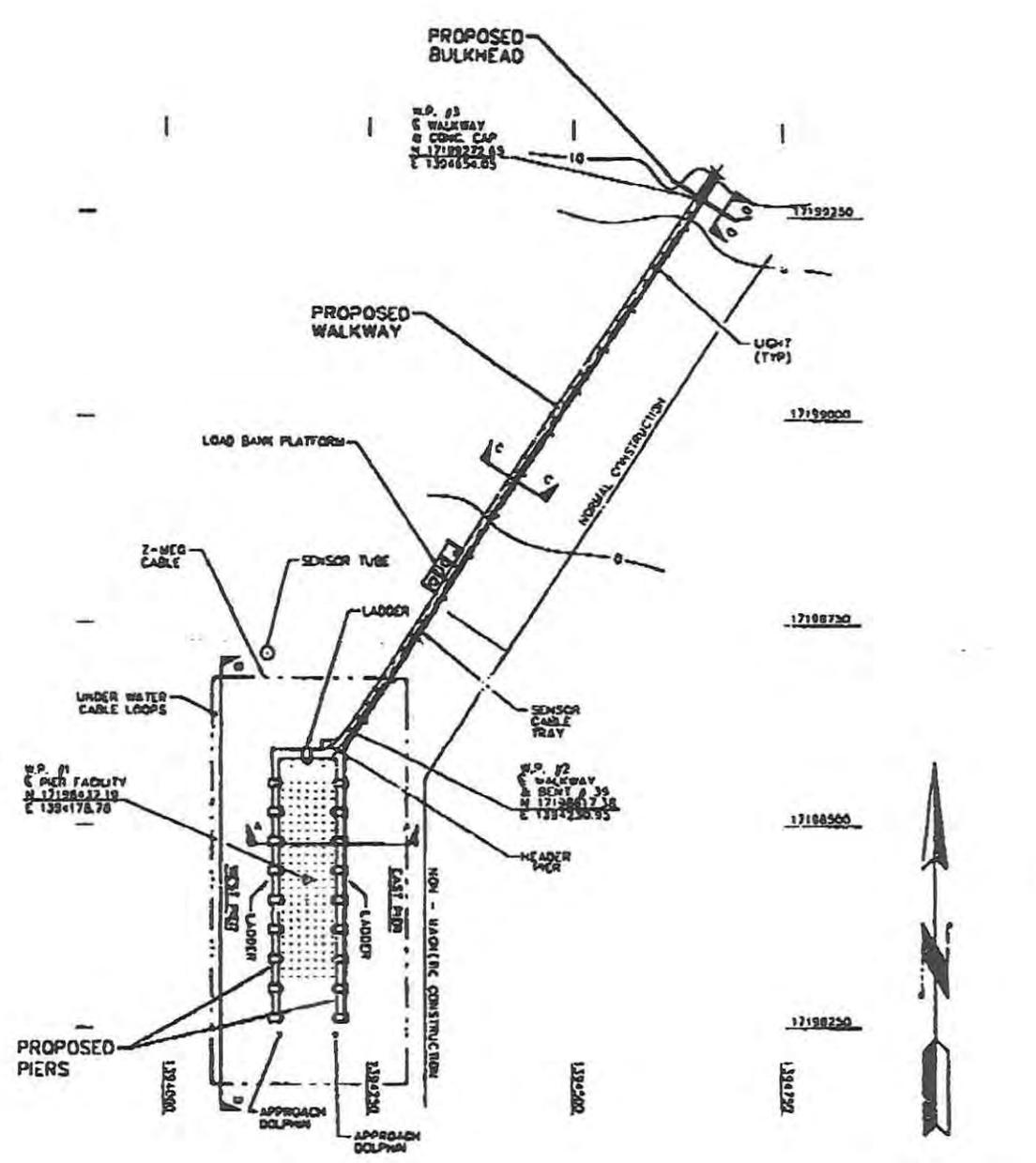
SECTION B-B
TYPICAL SECTION - EXISTING PERIMETER LEVEL
N.T.S.

DISPOSAL AREA SITE PLAN & SECTION

| | | | | | |
|--|-----------|--|--------------|--------------|----------|
|  GEE & JENSON | DESC. JSY | EMR FACILITY NAVAL STATION INGLESIDE, TEXAS | SCALE | SHOWN | |
| | DRAW NCP | | DATE | APRV | REVISION |
| | CHKD JDM | | DATE | APRV | REVISION |
| | APRV JSY | | DATE 2/16/98 | APRV | REVISION |
| APPLICANT: DEPARTMENT OF THE NAVY | | JOB # 93-282.53 SHEET 4 OF 11 | | 21.1 4 21.15 | |

20426

COASTAL V-DW-524C Plotter 2/16/1000 1:57 pm Plot Scale 1=100.0



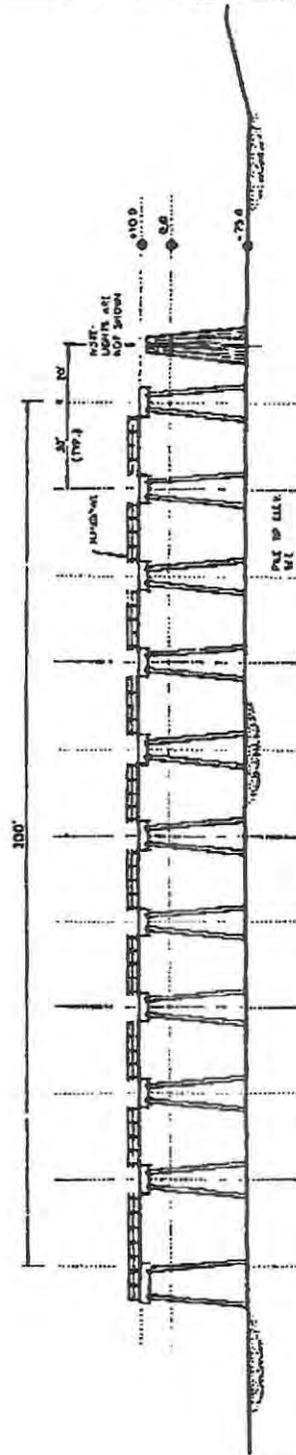
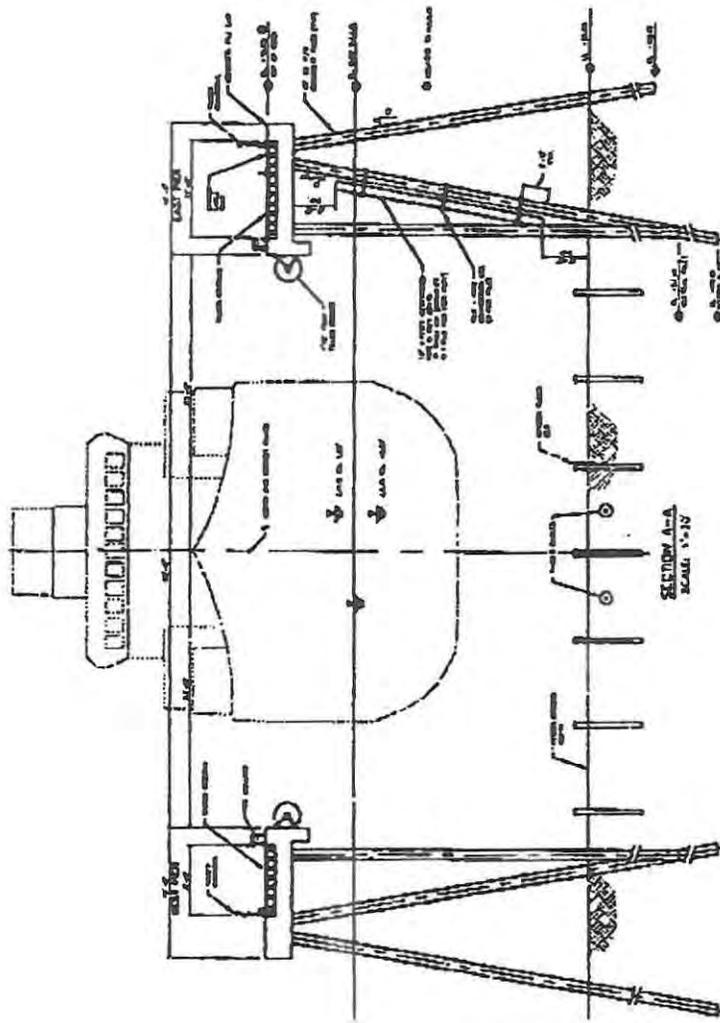
SCALE 0 FEET 200
PIER SITE PLAN

| | | | | | |
|--|------------------|--|----------|-----------|----|
|  GEE & JENSON | DESS. JSY | EMR FACILITY NAVAL STATION INGLISIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | SCALE | SHOWN | |
| | DRAW GOO | | JOB # | 93-282.53 | |
| | CHKD. JDM | | SHEET | 5 | 11 |
| | APRV [Signature] | | DATE | 2/16/10 | OF |
| | DATE 2/16/10 | | REVISION | | |

21-1-15-10

CGAL/V-D-0005 Plotter 2/14/1996 2:00 pm Plot Size: 1-200

20486



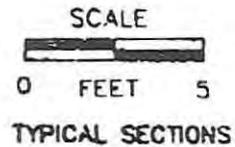
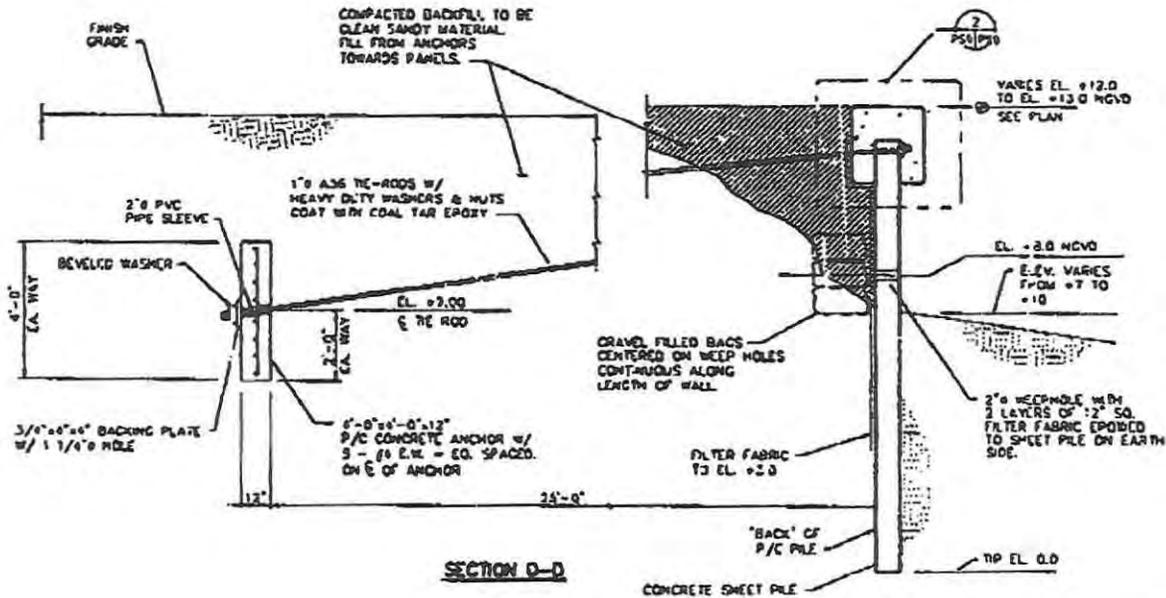
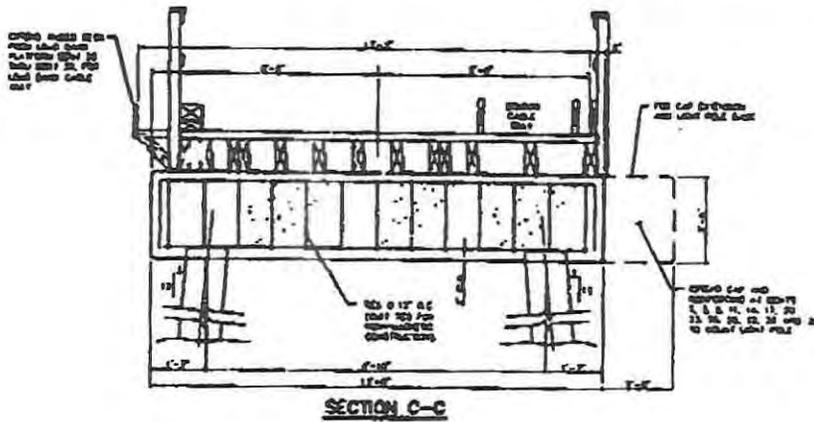
PIER SECTIONS

| | | | |
|--|--------------------------|--|-----------------|
|  <p>GEE & JENSON</p> | DESIG. JSY | <p>EMR FACILITY NAVAL STATION INGLESIDE, TEXAS</p> <p>APPLICANT: DEPARTMENT OF THE NAVY</p> | SCALE SHOWN |
| | DRAW GOO | | JOB # 93-282.53 |
| | CHKD. <i>[Signature]</i> | | SHEET 6 OF 11 |
| | APRV. <i>[Signature]</i> | | |
| | DATE 2/16/96 | | |
| | DATE | APRV | REVISION |

Sheet 6 of 15

COASTAL-V-SH-7.010 Plotter: 2/14/1998 2:02 pm Plot Scale: 1=3.0

26426

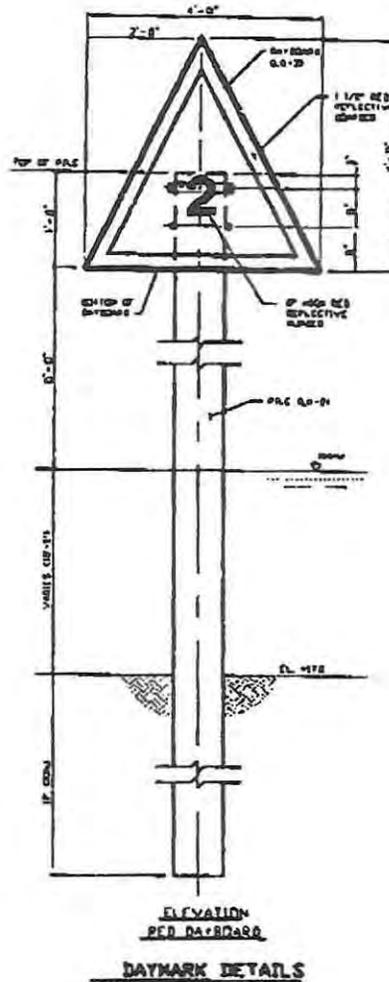
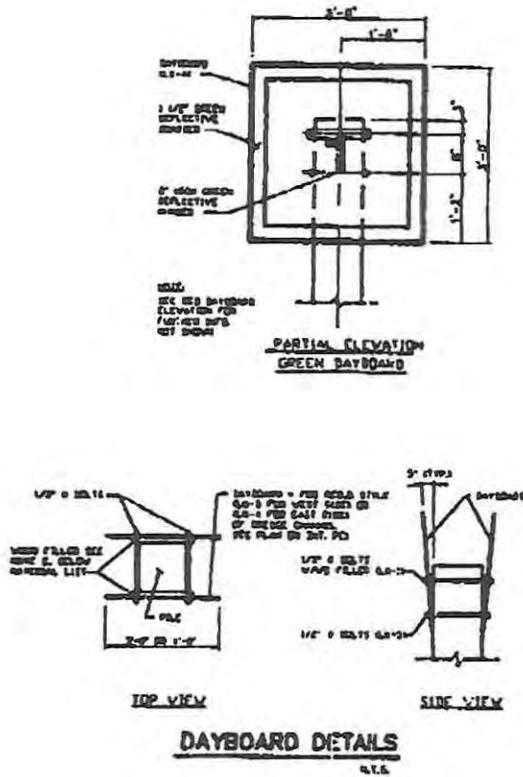


| | | | | | |
|--|-----------------------------------|--|-------|----------|----|
|  GEE & JENSON | DES. JSY | EMR FACILITY NAVAL STATION INGLESIDE, TEXAS | SCALE | SHOWN | |
| | DRAW GOD | | JOS # | 93282.53 | |
| | CHKD <i>JM</i> | | SHEET | 7 | 11 |
| | APRV <i>[Signature]</i> | | OF | | |
| DATE: 1/16/98 | APPLICANT: DEPARTMENT OF THE NAVY | DATE | APRV | REVISION | |

Sheet 7 of 15

10DASTALV-SH-B-DWG Pinned 2/16/1996 2:03 pm Plot Size: 11x30.0

20426

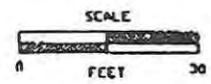


MATERIAL LIST FOR DAYMARK INSTALLATION

| ITEM | QUANTITY | MATERIALS | SIZE |
|------|----------|---|--------------|
| LI-1 | 16 | 6061 ALUMINUM ALLOY BOLTS, NUTS, & WASHERS | 1/2" X 1'-3" |
| LI-2 | 8 | PRESTRESSED CONCRETE PILE, LENGTH AS REQ'D | 10" X 10" |
| LI-3 | 4 | RED DAYBOARD (NUMBERS 2 THRU 8) 3052-N30 ALLODIZED ALUM. | 48" TRIANGLE |
| LI-4 | 4 | GREEN DAYBOARD (NUMBERS 1 THRU 7) 3052-N30 ALLODIZED ALUM. | 36" SQUARE |
| LI-5 | 16 | 6061 ALUMINUM ALLOY BOLTS, NUTS, & WASHERS | 1/8" X 1'-2" |

- NOTES:**
1. ALL ALUMINUM BOLTS SHALL MEET ASTM STANDARDS FOR MARINE USE.
 2. 2" X 4" PRESSURE TREATED WOOD FILLER PLACED BETWEEN THE DAYBOARD AND THE PILE AT THE UPPER BOLT CONNECTION TO PROVIDE A 5° DAYBOARD TILT.
 3. DAYBOARDS TO BE CONSTRUCTED OF 1/8 INCH, 3052-N30 ALLODIZED ALUMINUM, COVERED WITH 3M ENGINEER GRADE, REFLECTIVE SHEETING.
 4. PRESTRESSED PILES TO BE CONSTRUCTED W/ MITRONIC 33 STAINLESS STEEL PRESTRESS STRANDS & WIRE.

NOTE: SET DRIVE OR PUNCH AS NECESSARY TO INSTALL DAYMARK PILES TO REQUIRED GRADE. SUBSTRATE MAY INCLUDE COHESIVE SAND.



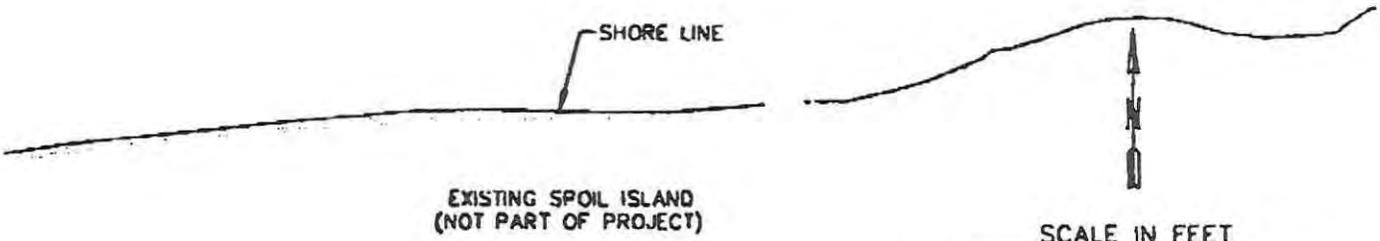
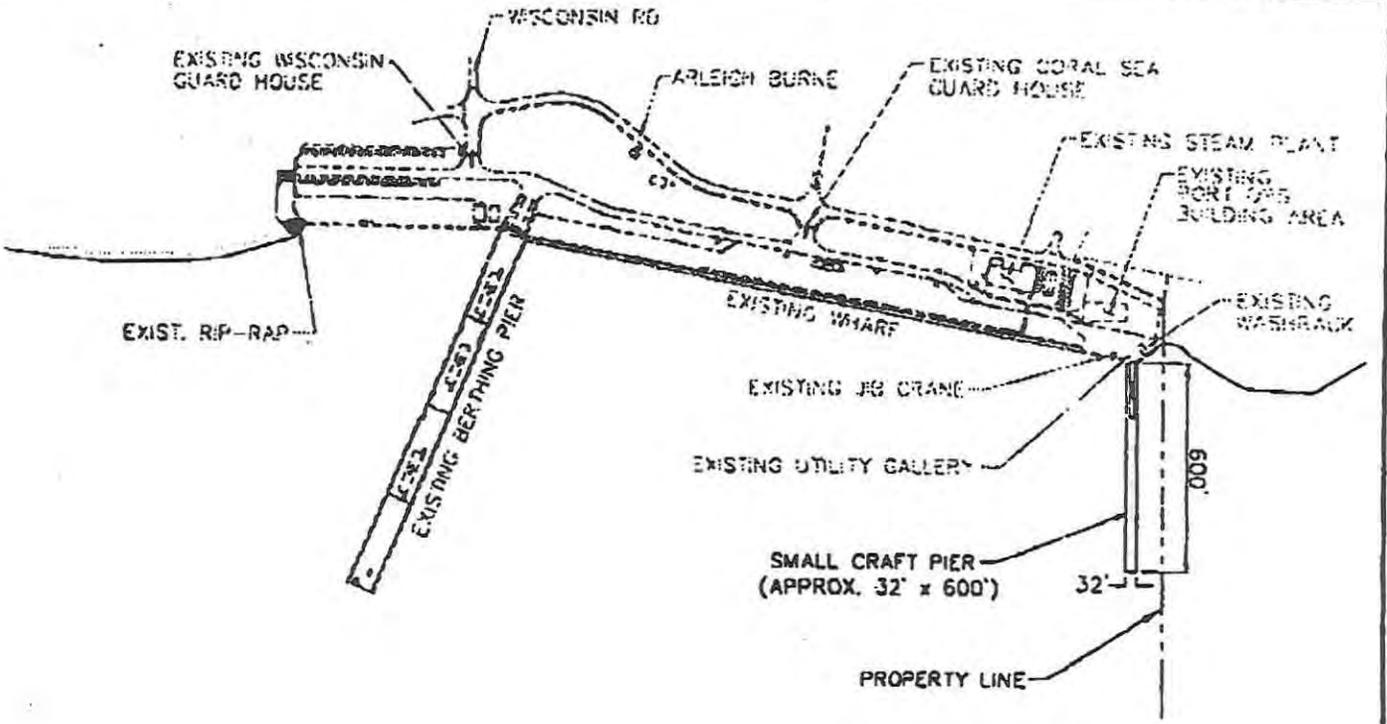
DAYMARK CHANNEL MARKER

| | | | |
|--------------------------------|-------------------|--|-----------------|
| <p>GEE & JENSON</p> | DESIGN: JSY | <p>EMR FACILITY NAVAL STATION INGLESIDE, TEXAS</p> <p>APPLICANT: DEPARTMENT OF THE NAVY</p> | SCALE: 1" = 30' |
| | DRAW: MCP | | JOB # |
| | CHKD: JJA | | 93-282.53 |
| | APRV: [Signature] | | SHEET |
| | DATE: 2/16/96 | | 8 OF 11 |

Sheet 8 of 15

COASTAL V-DW-0.000 Plotter: 2/16/1998 2:07 pm Plot Scale: 1=200.0

20486



| | | | | |
|--|-----------------|--|-----------------|------|
|  GEE & JENSON | DESC. JSY | SMALL CRAFT PIER NAVAL STATION INGLESIDE, TEXAS | SCALE SHOWN | |
| | DRAW GOO | | JOB # 93-282.53 | |
| | CHKD <i>TDK</i> | | SHEET 9 OF 11 | |
| | APRV <i>JSY</i> | | DATE | APRV |
| | DATE 2/16/98 | APPLICANT: DEPARTMENT OF THE NAVY | | |

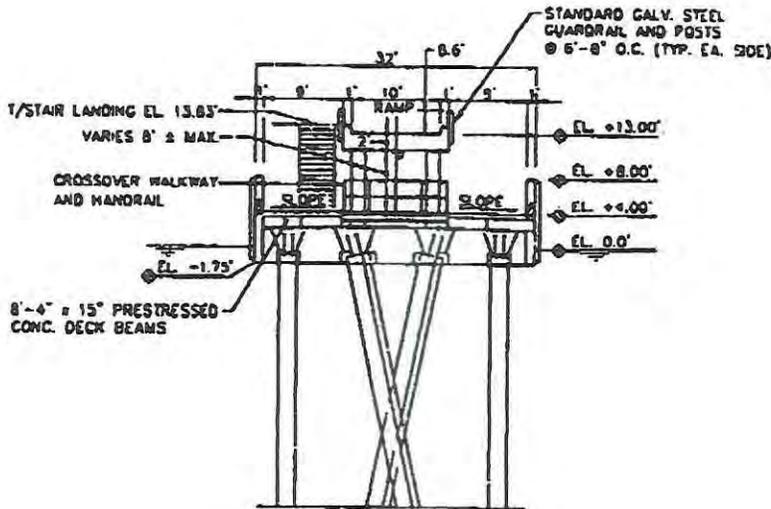
Sheet 9 of 15

STALP-SK-11.002

Plotter: 8/16/1996 2:20 pm

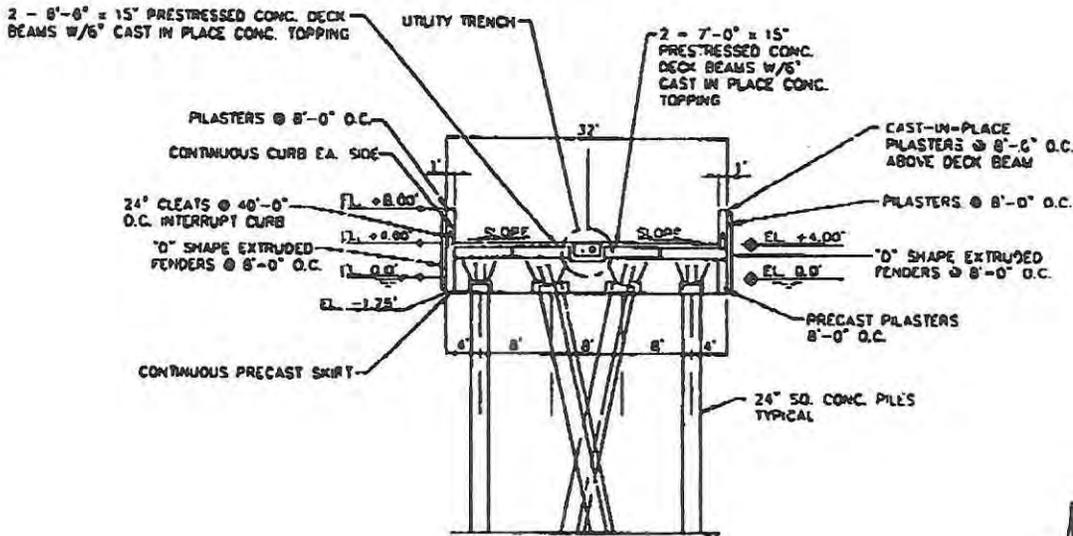
Plot Scale: 1=70.0

20476



PIER SECTION @ RAMP

(SHOWING CONCRETE FENDER ALTERNATE)



TYPICAL PIER SECTION

(SHOWING TIMBER FENDER ALTERNATE)



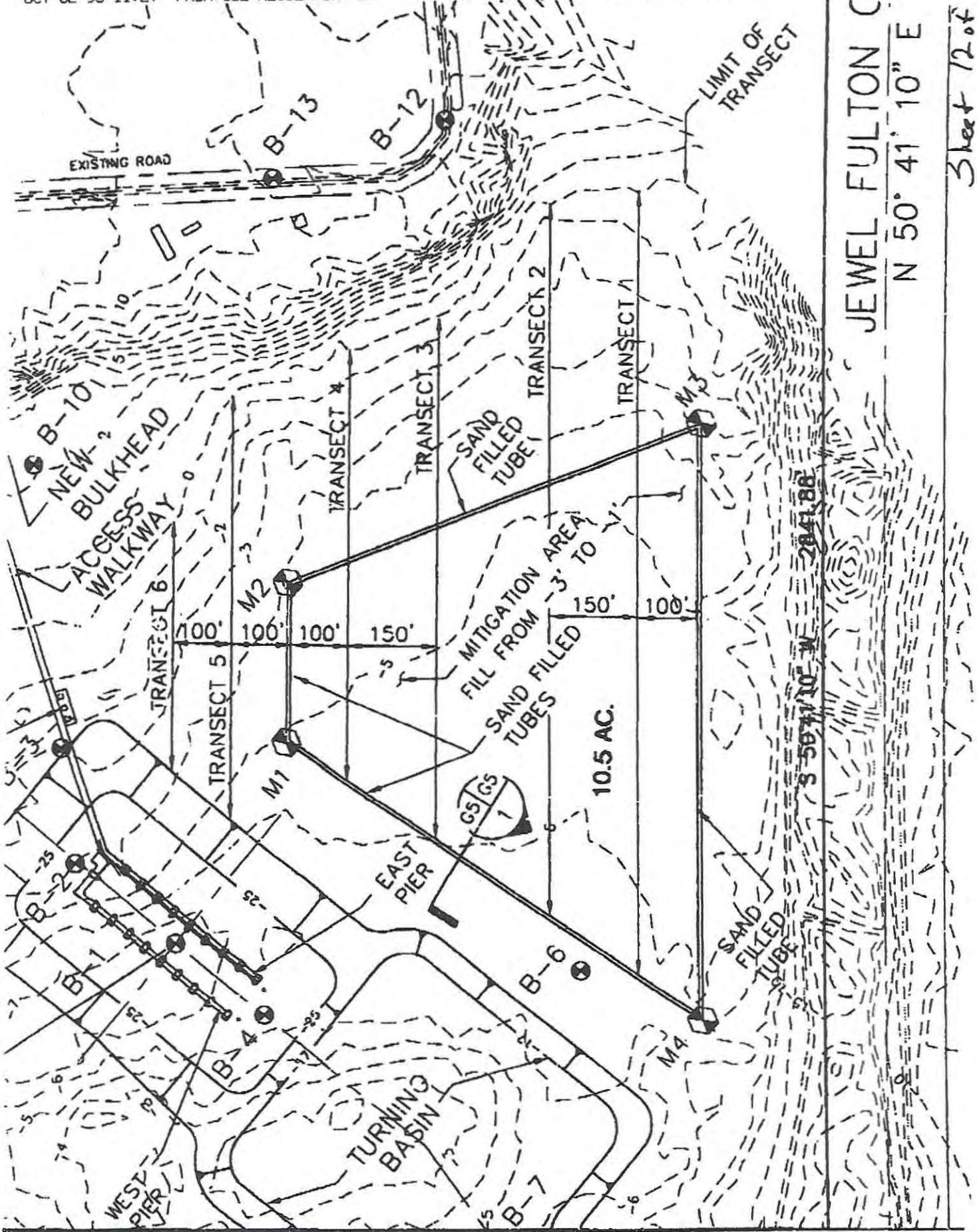
SCALE IN FEET



TYPICAL PIER & RAMP SECTION

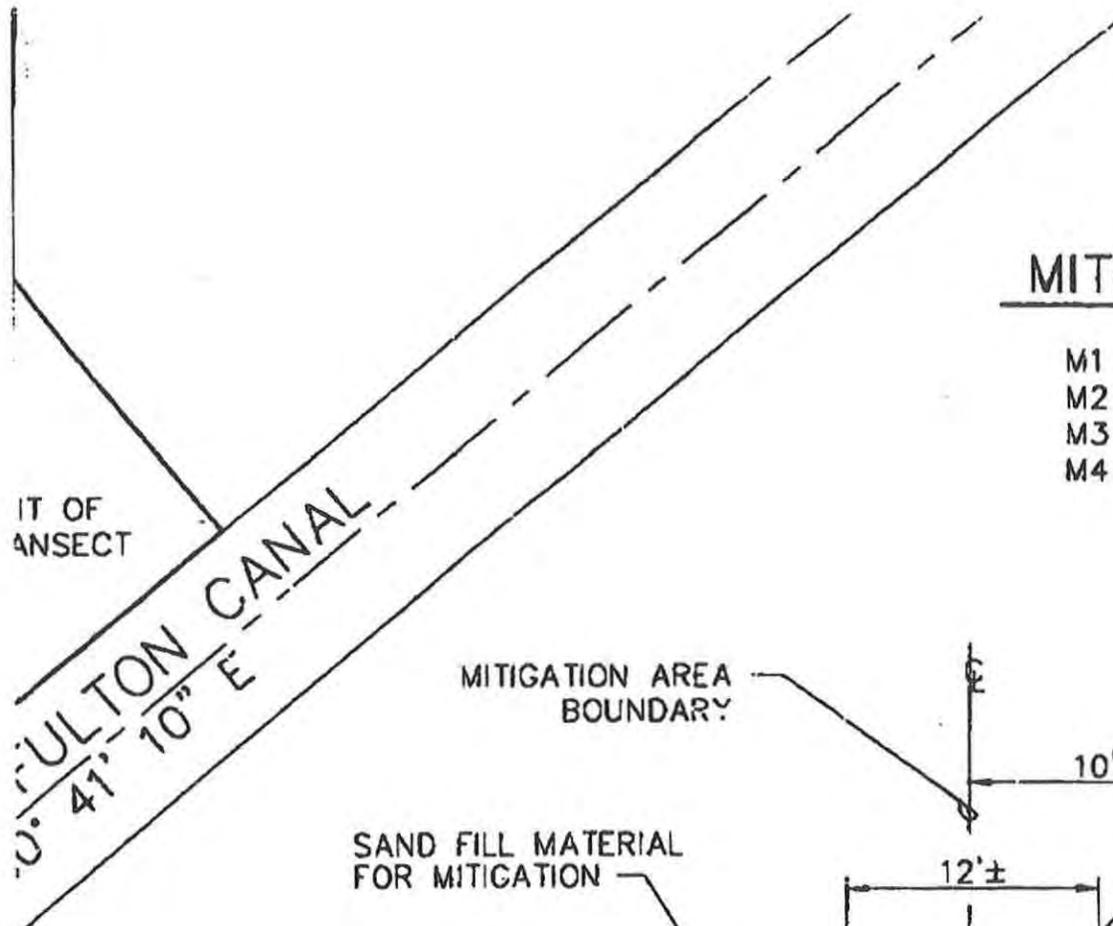
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|--|--------------|---|-------|-------|-----------|----------|
|  GEE & JENSON | DESC. JSY | SMALL CRAFT PIER NAVAL STATION INGLESIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | SCALE | SHOWN | | |
| | DRAW GOO | | | JOB # | 93-282.53 | |
| | CHKD. JVA | | | SHEET | 11 OF 11 | |
| | APRV. JVA | | | DATE | APRV | REVISION |
| | DATE 2/16/96 | | | | | |

Sheet 11 of 15



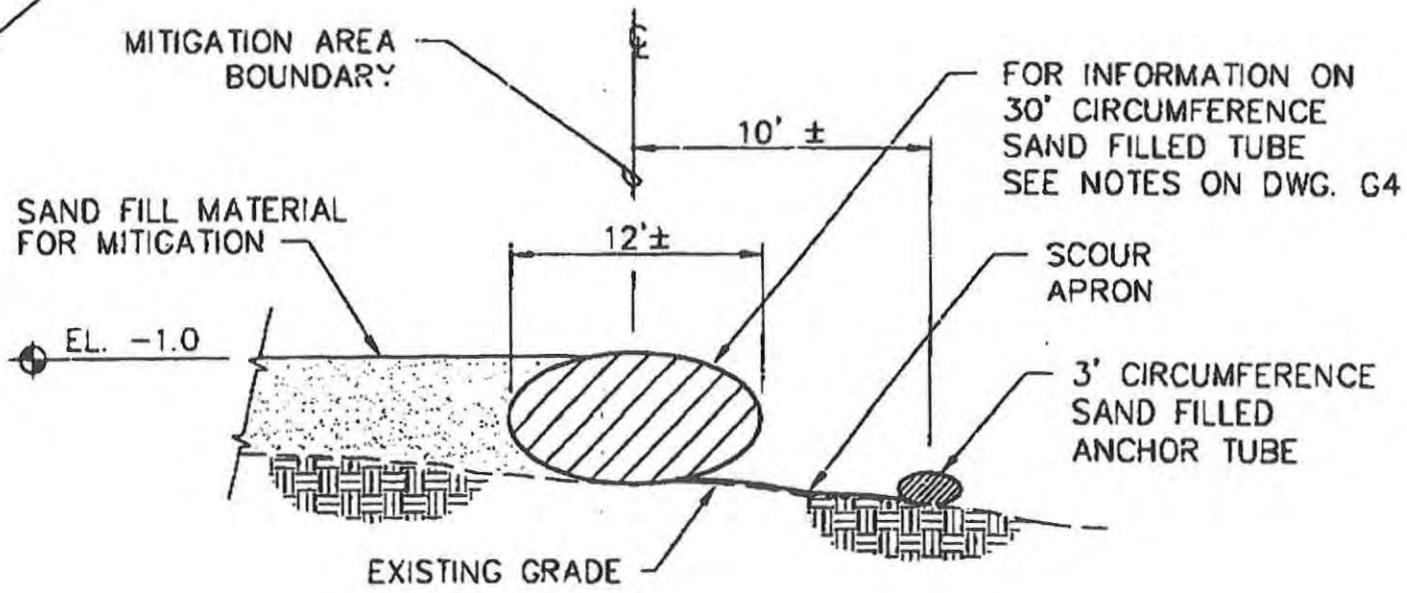
JEWEL FULTON C
 N 50° 41' 10" E

Sheet 12 of



MITIGATION COORDINATES

| | | |
|----|---------------|--------------|
| M1 | N 17198478.91 | E 1394565.65 |
| M2 | N 17198650.53 | E 1394775.68 |
| M3 | N 17198279.11 | E 1395437.40 |
| M4 | N 17197632.77 | E 1394642.81 |



TYPICAL MITIGATION SECTION

N.T.S.

Sheet 13 of 15

MITIGATIVE PROCEDURES/CONDITIONS FOR SEAGRASS TRANSPLANTING EFFORTS

1. Material to be used for construction of the mitigation area shall be removed from the borrow area and placed in the mitigation site by mechanical means.
2. After placement of material in the mitigation area and following a sediment conditioning time of at least 90 days, the 10.5 acre mitigation area will be planted with locally harvested shoal grass. All shoal grass planting will be conducted between mid-March and mid-June, or between mid-September and mid-October. Harvest sites will be coordinated with the COE, NMFS, USFWS, and TPWD at least two weeks prior to commencement of transplanting activities. Initial planting shall be completed within one year of initiation of dredging associated with EMR construction.
3. No more than one 15 cm plug of source material per one square meter will be obtained from the designated seagrass borrow areas. Incidental damage to borrow areas will be strictly avoided.
4. Permittee will conduct a transplant survival survey of the planted area within 60 days following the initial planting effort. If 50% survival of transplant material is not achieved in this first 60 days, a second planting effort will be completed within the next 30 days. A written report detailing the results of this effort shall be submitted to the Corps within 60 days of survey completion.
5. Six transects will be established for the purposes of post-planting surveys: two transects outside of the mitigation area in adjacent seagrass beds; and four transects which cross the mitigation area and extend beyond the geo-textile tubes to the mean high water line. Surveys along these transects shall be performed at 6 months, 1 year, 2 years, and 3 years to determine success of mitigation. To determine success, three core samples will be taken at several points inside the mitigation area. These points will be located at 20-foot intervals along the four transects within the mitigation site. Coverage of seagrasses will be calculated using presence or absence of grass at each core sample. Similar methodology shall be followed on the transects located outside of the mitigation area but these sites will be examined only to determine if secondary impacts to existing grasses are occurring due to construction of the mitigation area.
6. If at least 70% coverage of the mitigation area is not achieved within 2 growing seasons following the initial planting, an additional planting effort will be made, and those areas not successfully vegetated will be replanted to original specifications.
7. The mitigation will be considered successful if 70% of the mitigation area is covered by seagrass within 3 years of the initial planting. If mitigation is determined to be unsuccessful at the end of the three year monitoring period the applicant will be required to take necessary corrective measures to insure success.

Sheet 14 of 15

8. During the four surveys performed to determine success of seagrass planting and during the 5th, 7th, and 9th year after initial planting, surveys will be conducted along the geo-textile tubes. These geo tube surveys will be performed at 25-foot intervals along the entire length of the tubes and will include a bathymetric survey of the area outside the mitigation site to 50 feet from the outside of the tubes. These surveys will include notation of scouring/sediment accumulation at each bathymetric point, notation of condition of tubes (tears, slumping, etc.), and water depth. The applicant will be responsible for maintaining the integrity of the tubes based on information reported in the tube surveys.

9. The geo-textile tubes will be marked on-site by means of surveyed corner piles with signs.

10. The applicant will prepare monitoring reports detailing all required surveys. These monitoring reports will be submitted to the Corps, USFWS, TPWD, and NMFS within 60 days of survey completion.

Sheet 15 of 15

REPLY TO
ATTENTION OF.

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1229
GALVESTON, TEXAS 77553-1229

FILE COPY

April 11, 1997

Evaluation Section

SUBJECT: Permit No. 20486(01)

Commanding Officer
Department of the Navy
Naval Facility Engineering
Command
2155 Eagle Drive
North Charleston, South Carolina 29419-9010

Dear Sir:

Your request to modify Permit 20486, is approved. The modification consists of placing dredged material into the mitigation site by hydraulic means. The original permit authorized the dredging of approximately 400,000 cubic yards of material for the construction of an entrance channel, turning basin and slip for Avenger and Osprey Class Naval vessels and to deposit dredged material into the mitigation site by mechanical means. The project is located at the confluence of the Jewell Fulton Canal and La Quinta Channel west of Ingleside, Nueces County, Texas.

The enclosed plans in 15 sheets supersede all previous permit plans. All conditions of the original permit remain in full force and effect, including the expiration date of the permit which is December 31, 1999.

FOR THE DISTRICT ENGINEER:


For Robert W. Heinly
Leader, South Evaluation Unit

Enclosure

Copies Furnished:

Eighth Coast Guard District, New Orleans, LA

NOAA/NOS, Coast & Geodetic Survey, Silver Spring, MD

Texas General Land Office, Austin, TX

Texas General Land Office, Corpus Christi, TX

Mr. John S. Yeend, P.E., Gee & Jenson, Engineers, Architects, Planners, Inc., One Harvard
Circle, West Palm Beach, FL 33409

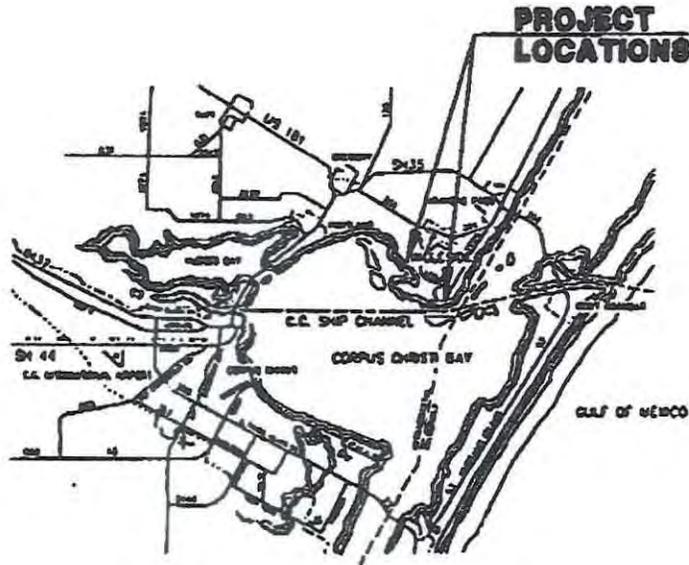
Resident Officer in Charge of Construction, ATTN: Robb Pickerill, 8851 Ocean Drive, Suite
101, Corpus Christi, TX 78419-5525

20486(01)

P:\BASIS\V-CORV.DWG PLOTED 2/16/00 1:12 PM Plot Scale 1=1.0



MAP OF TEXAS



VICINITY MAP

| | | | | |
|--|-------------------|--|----------|-----------|
|  GEE & JENSON | DESIGN JSY | EMR FACILITY & SMALL CRAFT PIER NAVAL STATION INGLESIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | SCALE | N.T.S. |
| | DRAW GOO | | JOB # | 93-282.53 |
| | CHIEF <i>JJM</i> | | SHEET | 1 of 11 |
| | APPROV <i>JSY</i> | | DATE | 2/16/00 |
| | DATE 2/16/00 | | REVISION | |

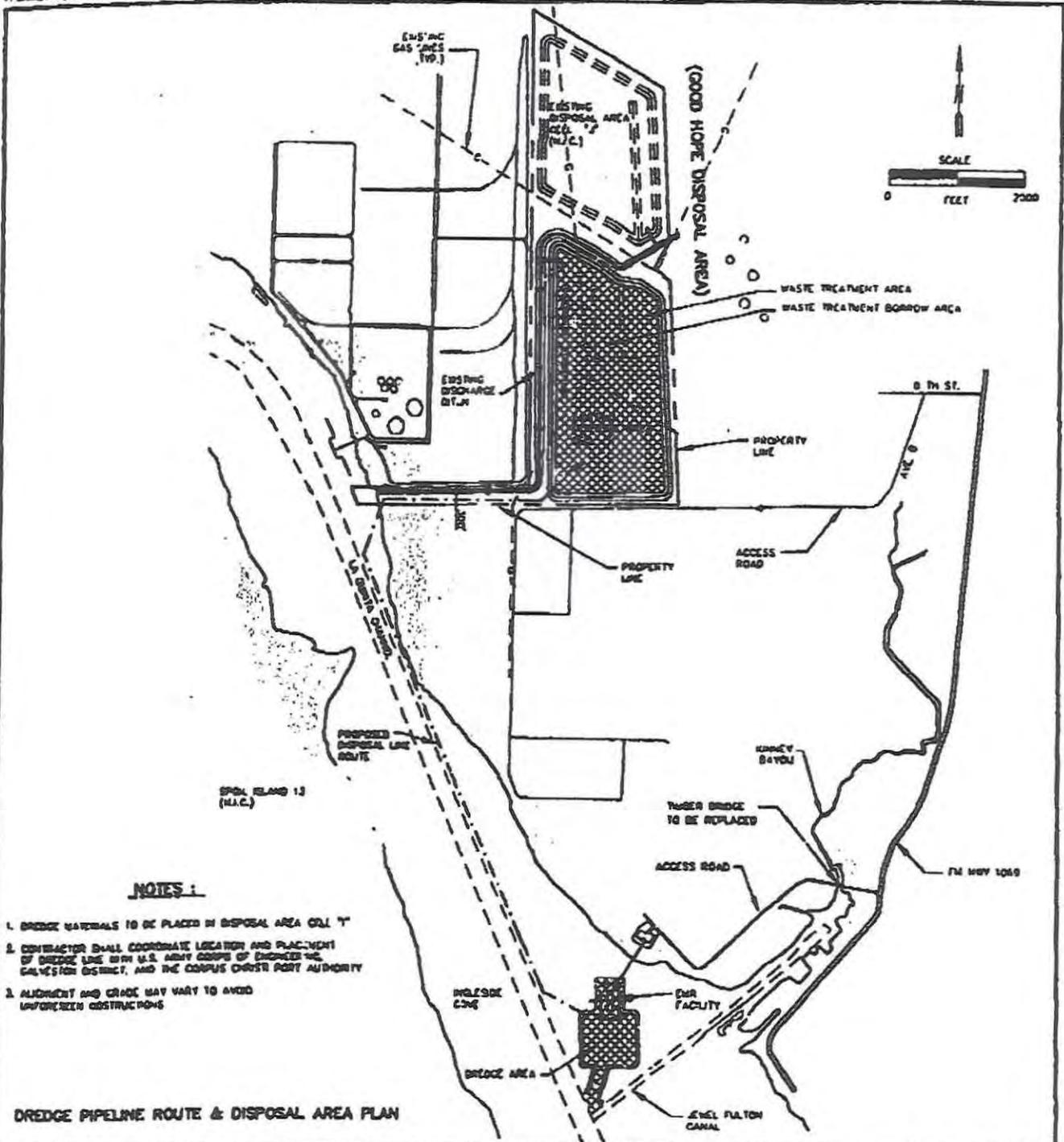
Sheet 1 of 15

20486(01)

PLANS IN V-D-2000

Plot Date 2/10/00 1:10 pm

Plot Scale 1:2000.0



NOTES:

1. BRIDGE MATERIALS TO BE PLACED IN DISPOSAL AREA CELL "Y"
2. CONTRACTOR SHALL COORDINATE LOCATION AND PLACEMENT OF DREDGE LINE WITH U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT, AND THE COMUS NAVY PORT AUTHORITY
3. ALIGNMENT AND GRADE MAY VARY TO AVOID UNFORESEEN OBSTRUCTIONS

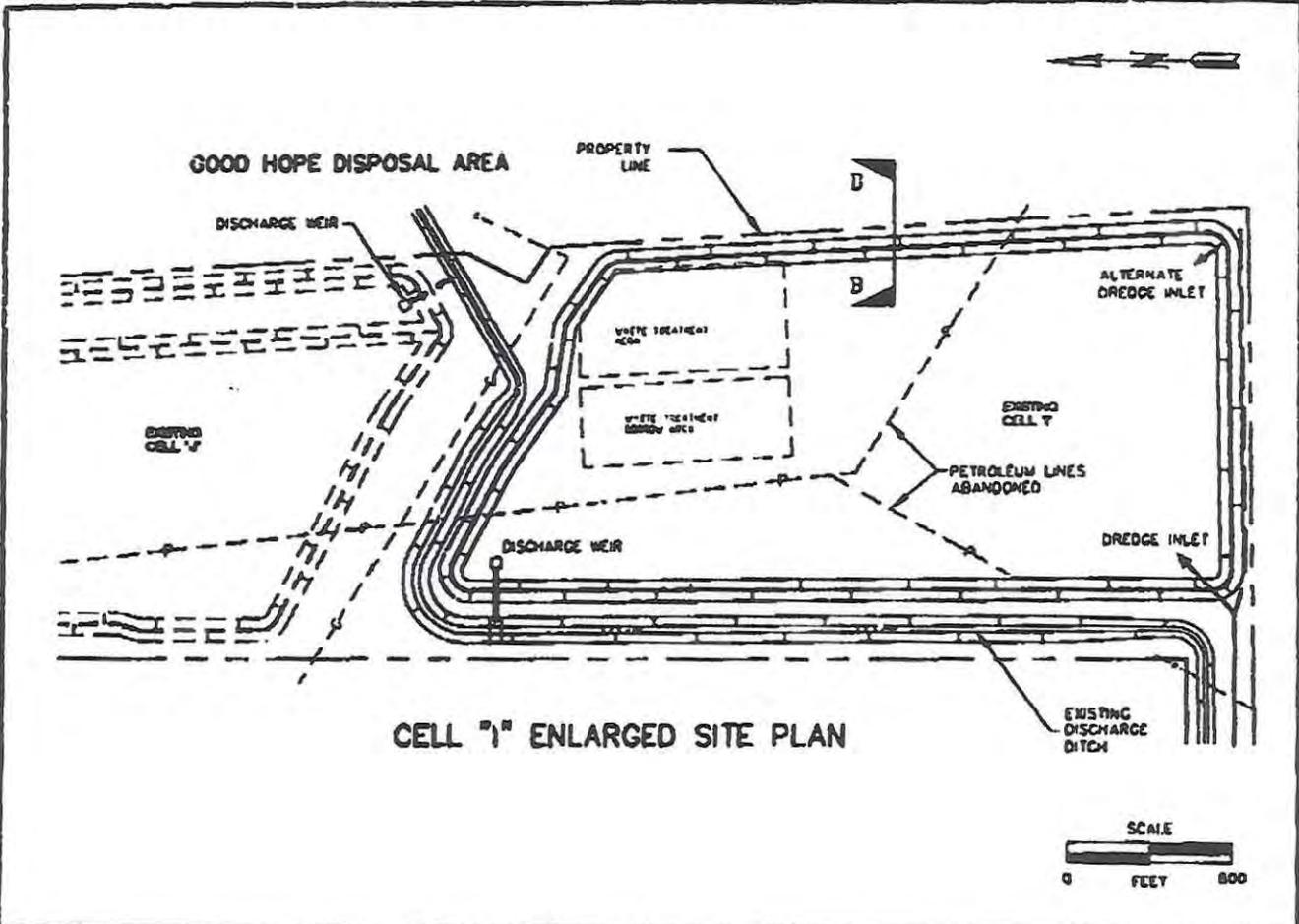
DREDGE PIPELINE ROUTE & DISPOSAL AREA PLAN

| | | | | | | |
|--|--------------|---|------|-------|----------|-------------|
|  GEE & JENSON | DESIG. JSY | EMR FACILITY NAVAL STATION INGLESIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | DATE | APPRV | REVISION | SCALE SHOWN |
| | DRAW NCP | | | | | JOB # |
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| | APRV JSH | | | | | SHEET |
| | DATE 2/10/00 | | | | | 2 OF 11 |

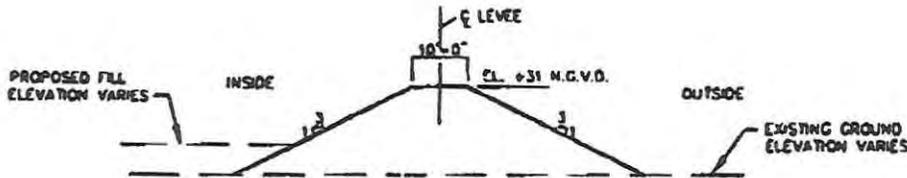
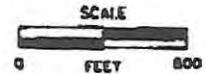
Sheet 2 of 15

20486(01)

#VDA576.VP-DY-4.DWG Potted: 2/14/1998 1:27 pm Plot Size: 11-000.0



CELL "1" ENLARGED SITE PLAN



SECTION B-B
TYPICAL SECTION - EXISTING PERIMETER LEVEE
N.T.S.

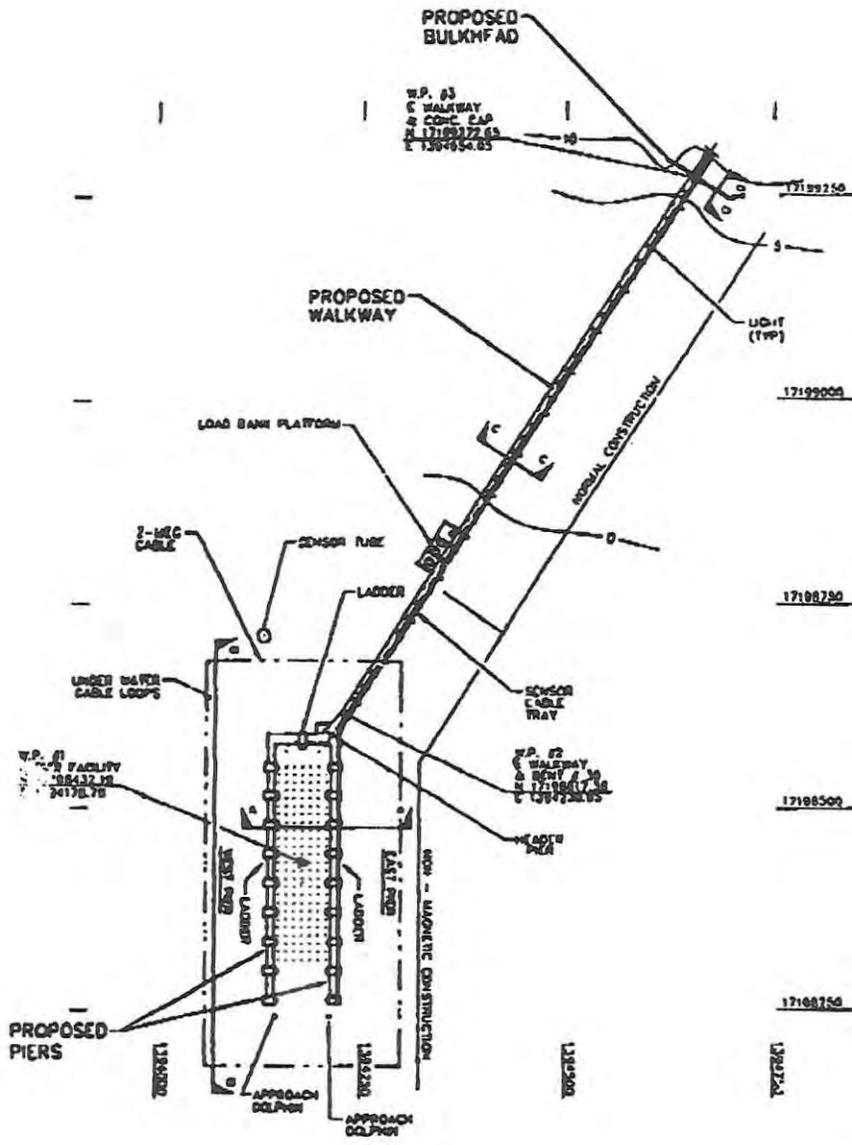
DISPOSAL AREA SITE PLAN & SECTION

| | | | | |
|--------------------------------|-----------------------------|---|-------|-----------|
| <p>GEE & JENSON</p> | DESIG. JSY | <p>EMR FACILITY NAVAL STATION INGLESIDE, TEXAS</p> <p>APPLICANT: DEPARTMENT OF THE NAVY</p> | SCALE | SHOWN |
| | DRAW NCP | | JOB # | 93-282.53 |
| | CHECKED <i>DM</i> | | SHEET | 4 of 11 |
| | APPROVED <i>[Signature]</i> | | DATE | APRV |
| DATE 2/16/98 | | | | |

Sheet 4 of 15

20486(01)

P:\COASTALV-DI-820C Plotted 7/10/1999 11:37 pm Plot Scale 1:1000



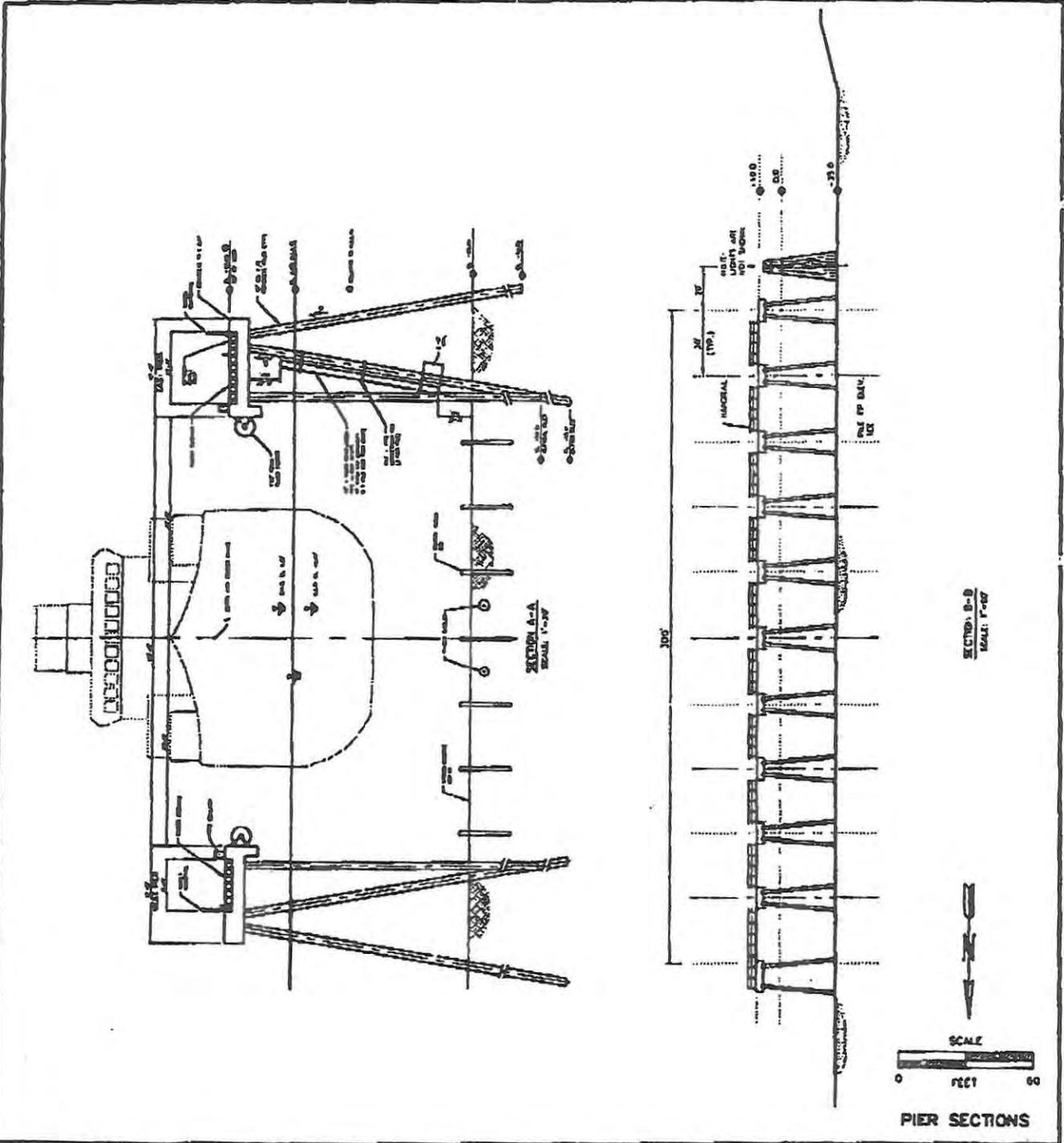
PIER SITE PLAN

| | | | |
|--|-------------------------|--|-----------------|
|  GEE & JENSON | DESC. JSY | EMR FACILITY NAVAL STATION INGLESIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | SCALE SHOWN |
| | DRAW GOO | | JOB # 93-282.53 |
| | CHKD <i>[Signature]</i> | | SHEET 5 of 11 |
| | APRV <i>[Signature]</i> | | |
| | DATE 2/16/96 | | |
| | DATE APRV | REVISION | |

Sheet 5 of 15

20486(01)

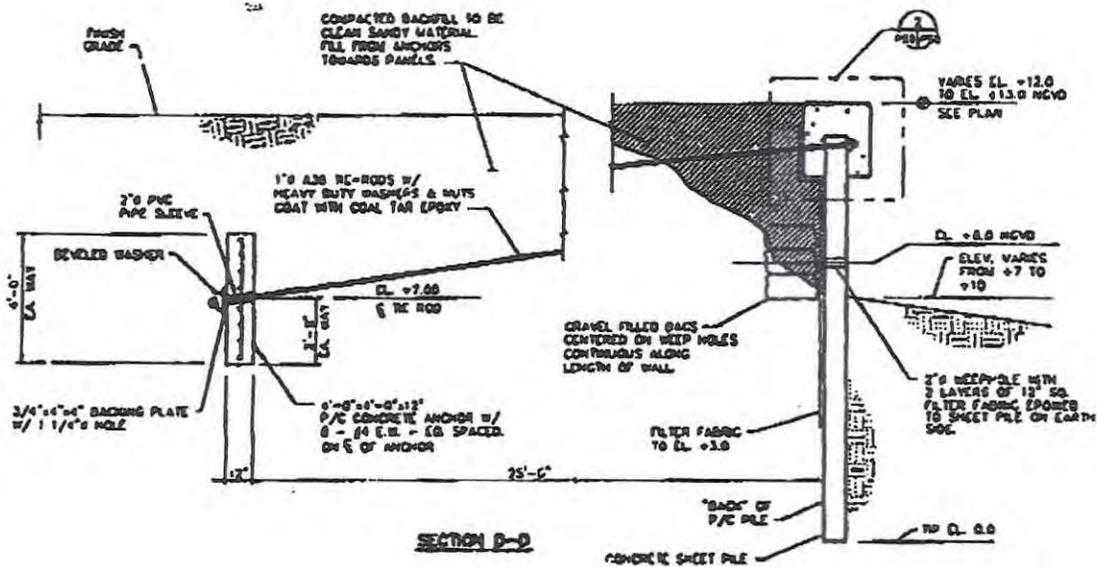
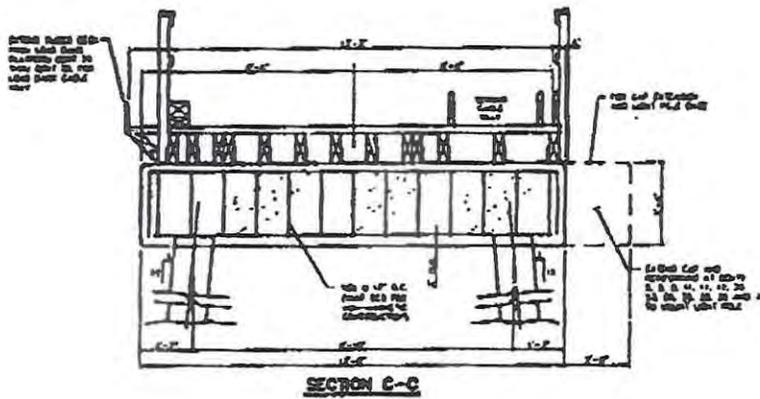
F:\CDAL\F\V-21-0006 Plotter 1/14/00 2:00 pm Plot Scale 1=20.0



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| | DRAW GOO | | JOB # |
| | CHKD <i>[Signature]</i> | | 93-282.53 |
| | APRV <i>[Signature]</i> | | SHEET |
| DATE 2/16/00 | APPLICANT: DEPARTMENT OF THE NAVY | DATE APRV REVISION | 6 of 11 <i>Sheet 6 of 15</i> |

20486(01)

1:1 COASTAL V-D-21-7-DW2 PLOT# 2/10/1995 2:01 PM Plot Scale 1:50



SCALE
0 FEET 5
TYPICAL SECTIONS



RE & JENSON

DESC. JSY
DRAW GOO
CHKD JDM
APRV [Signature]
DATE 2/16/95

EMR FACILITY
NAVAL STATION
INGLESIDE, TEXAS

APPLICANT: DEPARTMENT OF THE NAVY

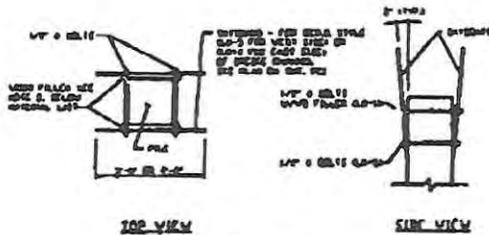
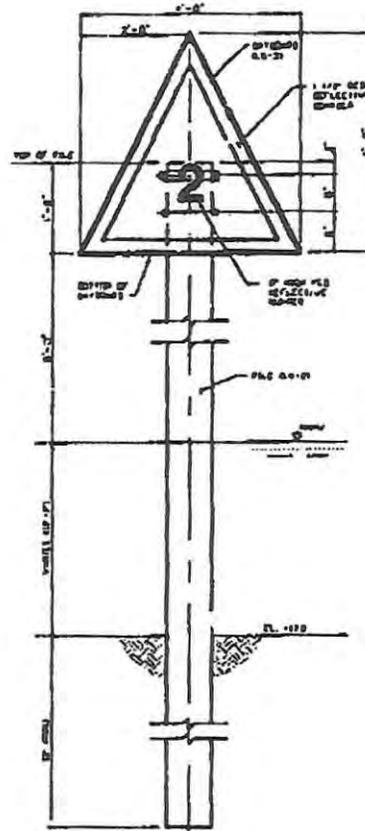
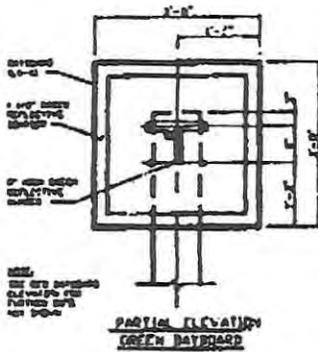
| DATE | APRV | REVISION |
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SCALE SHOWN
JOB # 93282.53
SHEET 7 OF 11

Sheet 7 of 15

20486(01)

F:\00451\01-V-21-00040 Paper: 1/4/1998 2:03 pm Plot Scale: 1=30.0



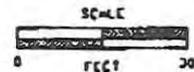
DAYBOARD DETAILS

| MATERIAL LIST FOR DAYMARK INSTALLATION | | | |
|--|----------|---|----------------|
| ITEM | QUANTITY | MATERIALS | SIZE |
| LI-1 | 16 | 6061 ALUMINUM ALLOY BOLTS, NUTS, & WASHERS | 1/2" x 1'-3" |
| LI-2 | 8 | PRESTRESSED CONCRETE PILE, LENGTH AS REQ'D | 10" x 10" |
| LI-3 | 4 | RED DAYBOARD CHANNELS (2 THRU 8) 5032-K30 ALLOYED ALUM. | 48" TRIANGULAR |
| LI-4 | 4 | GREEN DAYBOARD CHANNELS (1 THRU 7) 5032-K30 ALLOYED ALUM. | 36" SQUARE |
| LI-5 | 16 | 6061 ALUMINUM ALLOY BOLTS, NUTS, & WASHERS | 1/2" x 1'-2" |

NOTES:

1. ALL ALUMINUM BOLTS SHALL MEET ASTM STANDARDS FOR MARINE USE.
2. 2" x 4" PRESSURE TREATED WOOD FILLER PLACED BETWEEN THE DAYBOARD AND THE PILE AT THE UPPER BOLT CONNECTION TO PROVIDE A 5° OUTBOARD TILT.
3. DAYBOARDS TO BE CONSTRUCTED OF 1/8 INCH, 5032-K30 ALLOYED ALUMINUM, COVERED WITH 3M ENGINEER GRADE, REFLECTIVE SHEETING.
4. PRESTRESSED PILES TO BE CONSTRUCTED 1/2 NITROMIC 33 STAINLESS STEEL PRESTRESS STRANDS & WIRE.

NOTE: SET DRIVE OR PUNCH AS NECESSARY TO INSTALL DAYMARK PILES TO REQUIRED GRADE. DRUMMONTS MAY INCLUDE GENERATED SAND.



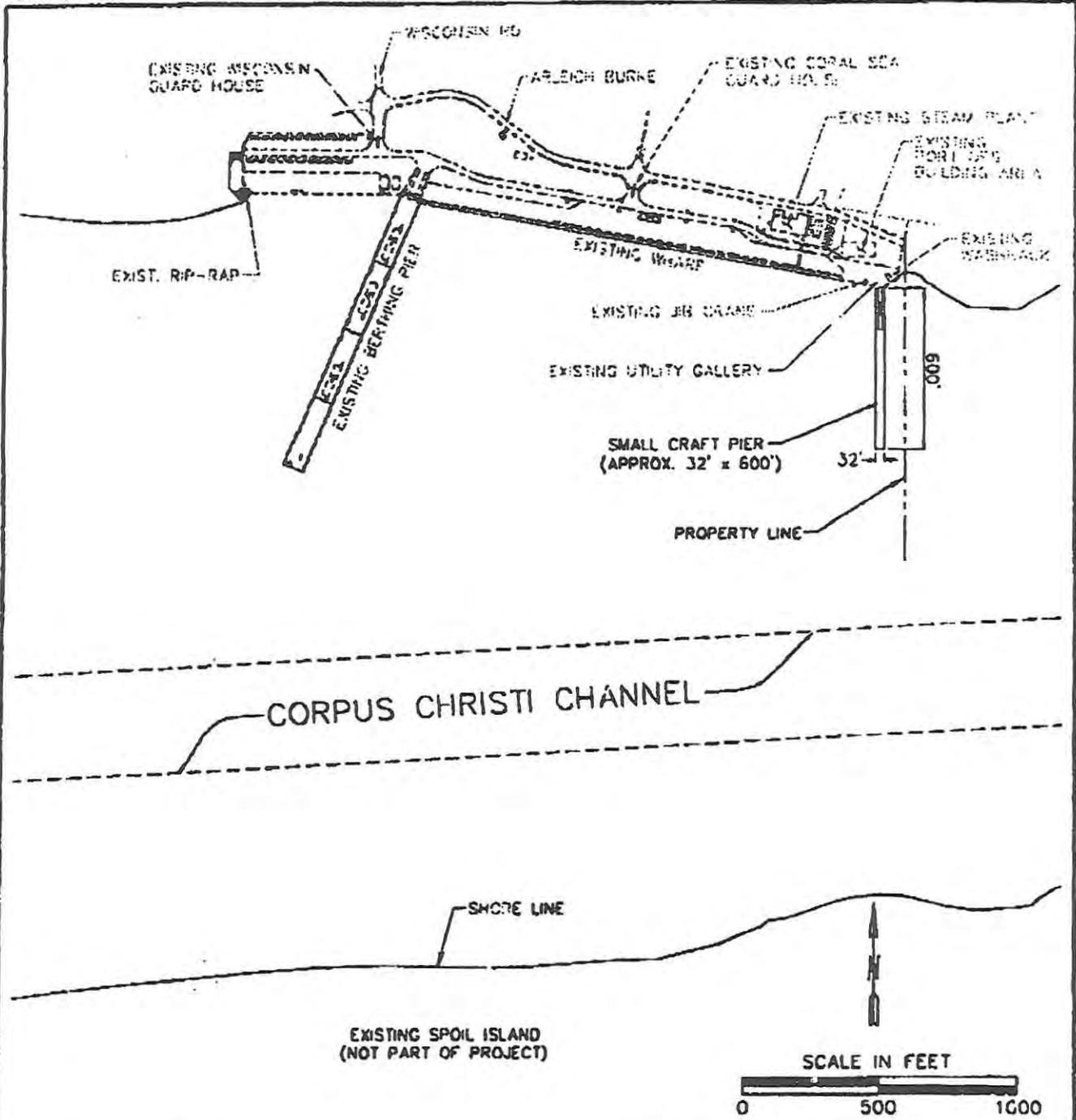
DAYMARK CHANNEL MARKER

| | | | |
|--|--------------|---|--------------------|
|  GEE & JENSON | DESIG. JSY | ENR FACILITY NAVA. STATION INGLESIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | SCALE 1" = 30' |
| | DRAW NCP | | JOB # 93-282.53 |
| | CHKD JDM | | SHEET |
| | APRV JDM | | 8 of 11 |
| | DATE 2/14/98 | | DATE APRV REVISION |

Sheet 8 of 15

20486(01)

1:1004514 V-SI-004C Potted 12/16/99 3:07 pm Plot Scale 1:2000



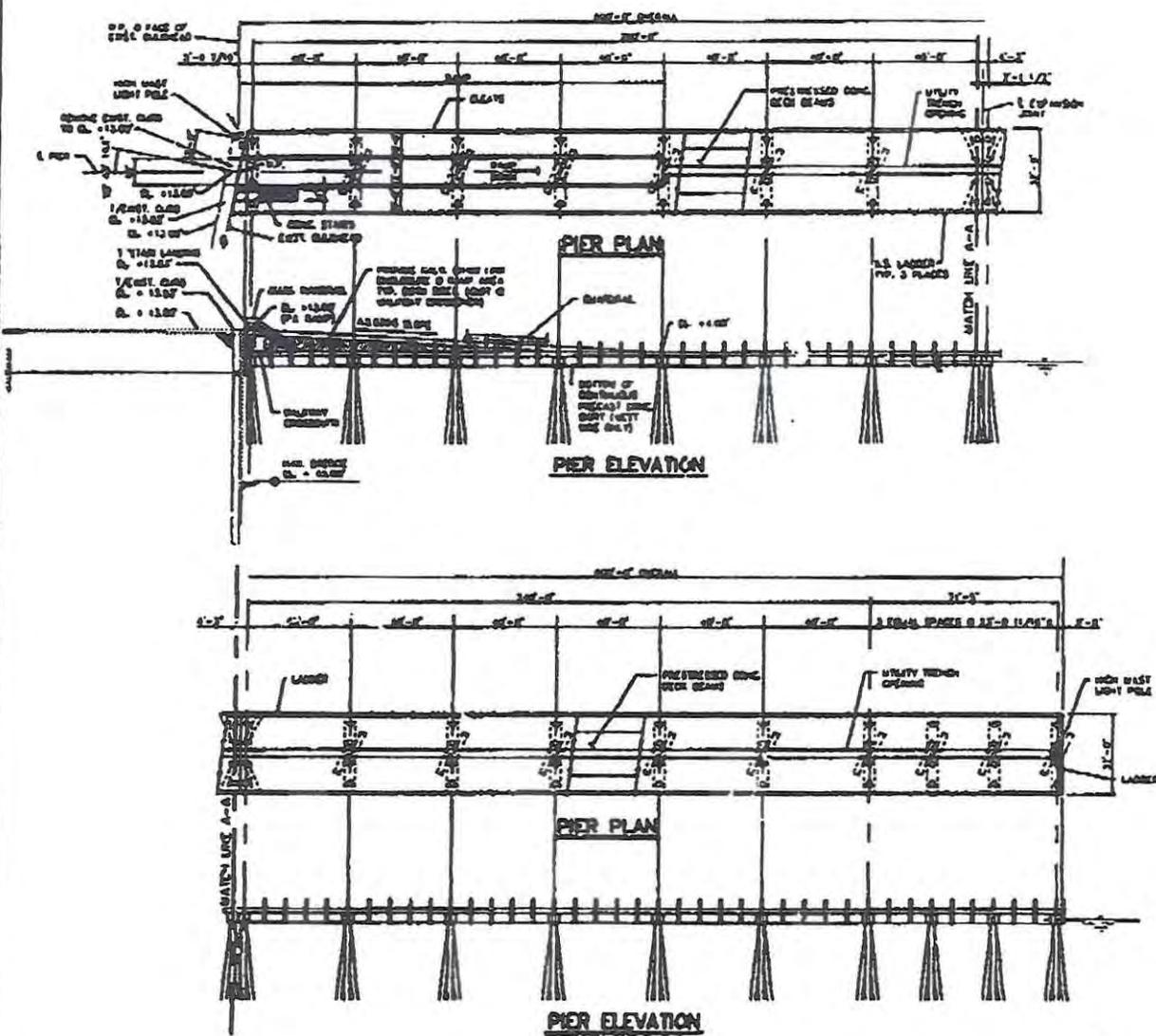
SITE PLAN

| | | | | | |
|--|-------------------------|---|-------|-----------|----------|
|  GEE & JENSON | DESC. JSY | SMALL CRAFT PIER NAVAL STATION INCLESIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | SCALE | SHOWN | |
| | DRAW GOO | | JOB # | 93-282.53 | |
| | CHKD <i>[Signature]</i> | | SHEET | 9 of 11 | |
| | APRV <i>[Signature]</i> | | DATE | APRV | REVISION |
| | DATE 2/16/00 | | | | |

Sheet 9 of 15

20486(01)

Project 7/10/98 2:10 pm Plot Scale 1:200



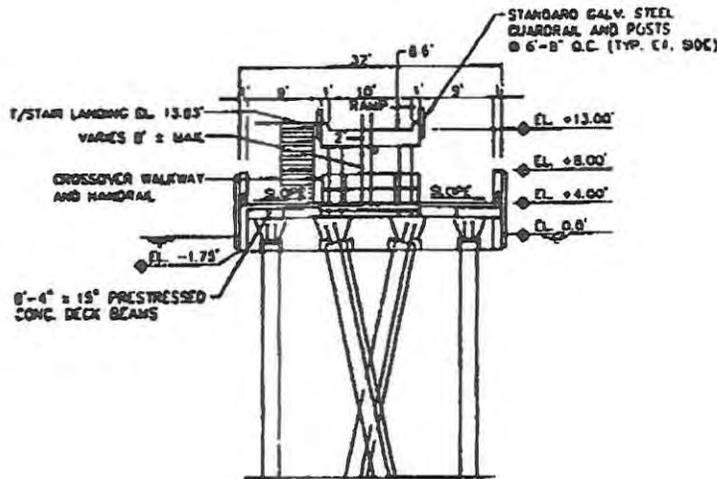
PIER PLANS & ELEVATIONS

| | | | | |
|--|------------|--|-------|-----------|
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| | DRAW GOO | | JOB # | 93-282.53 |
| | CHKD JWA | | SHEET | 10 of 11 |
| | APRV JJA | | DATE | APRV |

Sheet 10 of 15

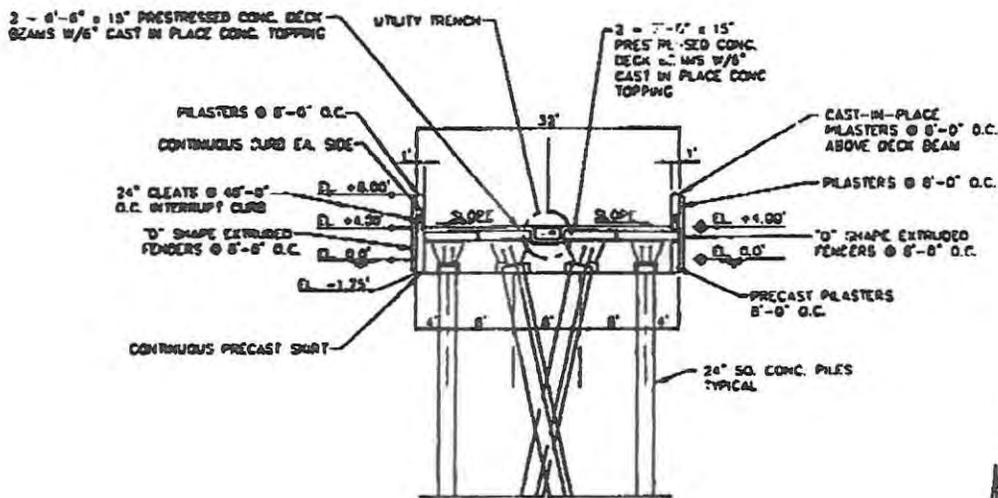
20486(01)

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PIER SECTION @ RAMP

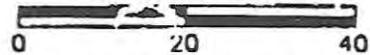
(SHOWING CONCRETE FENDER ALTERNATE)



TYPICAL PIER SECTION

(SHOWING TRUSS FENDER ALTERNATE)

SCALE IN FEET



TYPICAL PIER & RAMP SECTION

| | | | | | |
|--|--------------|--|-------|-----------|----------|
|  GEE & JENSON | DESIG. JSY | SMALL CRAFT PIER NAVAL STATION INGLESIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | SCALE | SHOWN | |
| | DRAW COO | | JOB # | 93-282.53 | |
| | CHKD. JJA | | SHEET | 11 | 11 |
| | APPR. JJA | | DATE | 2/16/96 | |
| | DATE 2/16/96 | | DATE | APPR. | REVISION |

Sheet 11 of 15

MITIGATIVE PROCEDURES/CONDITIONS FOR SEAGRASS TRANSPLANTING EFFORTS

1. Material to be used for construction of the mitigation area shall be removed from the borrow area and placed in the mitigation site by mechanical or hydraulic means.
2. After placement of material in the mitigation area and following a sediment conditioning time of at least 90 days, the 10.5 acre mitigation area will be planted with locally harvested shoal grass. All shoal grass planting will be conducted between mid-March and mid-June, or between mid-September and mid-October. Harvest sites will be coordinated with the COE, NMFS, USFWS, and TPWD at least two weeks prior to commencement of transplanting activities. Initial planting shall be completed within one year of initiation of dredging associated with EMR construction.
3. No more than one 15 cm plug of source material per one square meter will be obtained from the designated seagrass borrow areas. Incidental damage to borrow areas will be strictly avoided.
4. Permittee will conduct a transplant survival survey of the planted area within 60 days following the initial planting effort. If 50% survival of transplant material is not achieved in this first 60 days, a second planting effort will be completed within the next 30 days. A written report detailing the results of this effort shall be submitted to the Corps within 60 days of survey completion.
5. Six transects will be established for the purposes of post-planting surveys: two transects outside of the mitigation area in adjacent seagrass beds; and four transects which cross the mitigation area and extend beyond the geo-textile tubes to the mean high water line. Surveys along these transects shall be performed at 6 months, 1 year, 2 years, and 3 years to determine success of mitigation. To determine success, three core samples will be taken at several points inside the mitigation area. These points will be located at 20-foot intervals along the four transects within the mitigation site. Species and coverage of seagrasses will be documented and coverage will be calculated using presence or absence of grass at each core sample. Similar methodology shall be followed on the transects located outside of the mitigation area but these sites will be examined only to determine if secondary impacts to existing grasses are occurring due to construction of the mitigation area.
6. If at least 70% coverage of the mitigation area is not achieved within 2 growing seasons following the initial planting, an additional planting effort will be made, and those areas not successfully vegetated will be replanted to original specifications.
7. The mitigation will be considered successful if 70% of the mitigation area is covered by seagrass within 3 years of the initial planting. If mitigation is determined to be unsuccessful at the end of the three year monitoring period the applicant will be required to take necessary corrective measures to insure success.

Naval Station
Ingleside, TX

Sheet H of 15

20486(01)

8. During the four surveys performed to determine success of seagrass planting and during the 5th, 7th, and 9th year after initial planting, surveys will be conducted along the geo-textile tubes. These geo tube surveys will be performed at 25-foot intervals along the entire length of the tubes and will include a bathymetric survey of the area outside the mitigation site to 50 feet from the outside of the tubes. These surveys will include notation of scouring/sediment accumulation at each bathymetric point, notation of condition of tubes (tears, slumping, etc.), and water depth. The applicant will be responsible for maintaining the integrity of the tubes based on information reported in the tube surveys.

9. The geo-textile tubes will be marked on-site by means of surveyed corner piles with signs.

10. The applicant will prepare monitoring reports detailing all required surveys. These monitoring reports will be submitted to the Corps, USFWS, TPWD, and NMFS within 60 days of survey completion.

11. Two silt screens will be in place along the inner and outer edges of the geo-tube prior to placement of any hydraulic material in the mitigation site and an additional silt screen will be placed on the waterward side of the seagrasses along the shoreline.

12. Seagrass surveys will be performed before and after placement of hydraulic material in the mitigation site at 200-foot intervals along the outer edge of the geo-tubes and shall extend 500 feet away from the geo-tube. If, during the pre-construction survey, grasses are found, the vegetated area will be delineated. Surveys will be submitted to the Corps Regulatory Branch within 6 weeks of completion. If impacts to seagrasses outside the mitigation site are determined to have occurred, the applicant will be required to offset these impacts in a manner to be determined by the Corps.

Nawal Station
Ingleside, TX

Sheet 15 of 15



REPLY TO
ATTENTION OF.

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
Corpus Christi Regulatory Field Office
5151 Flynn Parkway, Suite 306
Corpus Christi, Texas 78411-4318

September 2, 2003

Regulatory Branch

SUBJECT: Permit No. 20486(02)

Department of the Navy
Naval Station Ingleside
Attention: Lee Harbison
1455 Ticonderoga Road, Suite W210
Ingleside, Texas 78362-5001

Gentlemen:

Your request to amend permit 20486(01) to perform 10-year maintenance dredging of the existing Electromagnetic Roll (EMR) facility and to expand the east side of the basin and a portion of an approach channel, is approved pursuant to Section 10 of the Rivers and Harbors Act of 1899. Department of the Army Permit 20486 was issued on October 22, 1996 and authorized the dredging of approximately 400,000 cubic yards of material for the construction of an entrance channel, turning basin and slip for the EMR facility and the construction of a mitigation site. The permit also authorized the construction of a small craft pier adjacent to Naval Station Ingleside. Amendment (01) was issued on April 11, 1997 and authorized the permittee to place material into their mitigation site by hydraulic means instead of mechanical means as was originally permitted. The project site is located at the confluence of the Jewel Fulton Canal and the La Quinta Channel in Corpus Christi Bay, Nueces County, Texas.

All work is to be performed in accordance with the enclosed plans in 5 sheets, dated September 2, 2003, and the original permit conditions, which remain in full force and effect, with the exception of the time limit for completion. The time limit for completing the expansion of the basin and approach channel is December 31, 2008. The time limit for the periodic maintenance dredging of the existing facility is December 31, 2013. Please note the Notification of Administrative Appeal Options regarding this authorization as enclosed. This authorization is based on an approved jurisdictional determination. In addition to the original permit conditions, the following special conditions are added to your authorization:

1. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. The permittee will develop a plan of dredging operations in conjunction with the Corps of Engineers and the adjacent property owner, Kiewit Offshore Services Ltd., to ensure that waterway access to the Kiewit property is not restricted or impaired by the dredging operations.
3. Prior to performance of hydraulic dredging, the permittee will obtain a Section 401-water quality certification from the Texas Natural Resource Conservation Commission for the effluent or return water. The permittee will submit a copy of the Section 401-certification to the Corps Galveston District, prior to performing hydraulic dredging.

Please notify the District Engineer, in writing, upon completion of the authorized work. A pre-addressed postcard has been enclosed for your convenience.

FOR THE DISTRICT ENGINEER:



Lloyd Mullins
Unit Leader, Corpus Christi Field Office

Enclosures

Copies Furnished:

Eighth Coast Guard District, New Orleans, LA

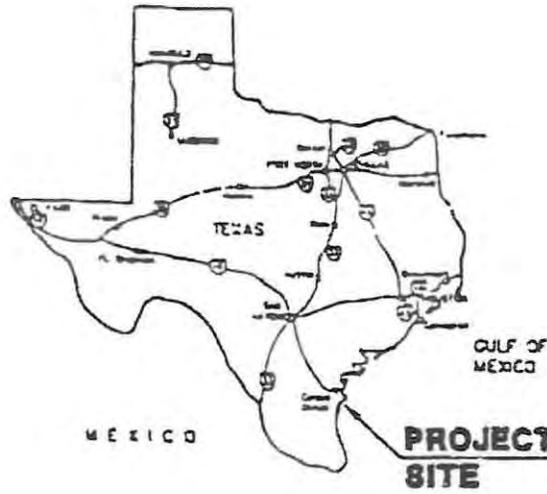
U.S. Fish and Wildlife Service, Corpus Christi, TX

Texas General Land Office, Austin, TX

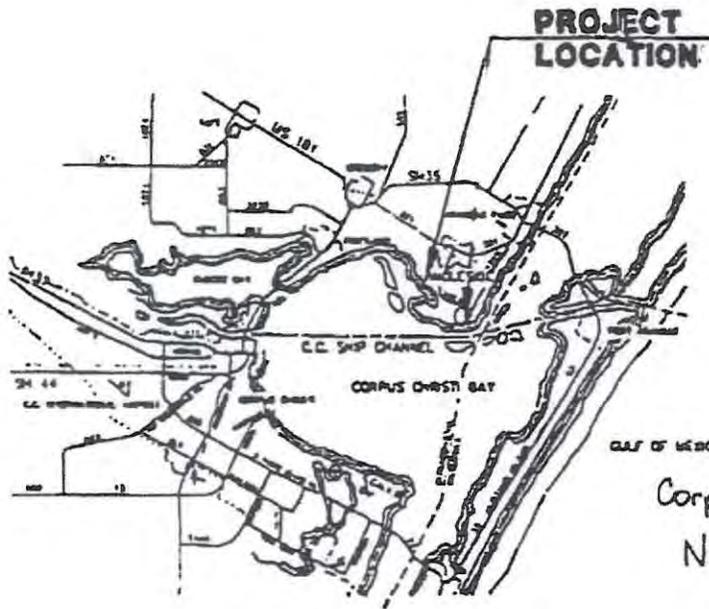
Texas General Land Office, Corpus Christi, TX

Southern Area Office, Corpus Christi, TX

20486(02)



MAP OF TEXAS



Location Map
20486(02)

Department of the Navy
Corpus Christi Bay
Nueces County, Texas
Page 1 of 5

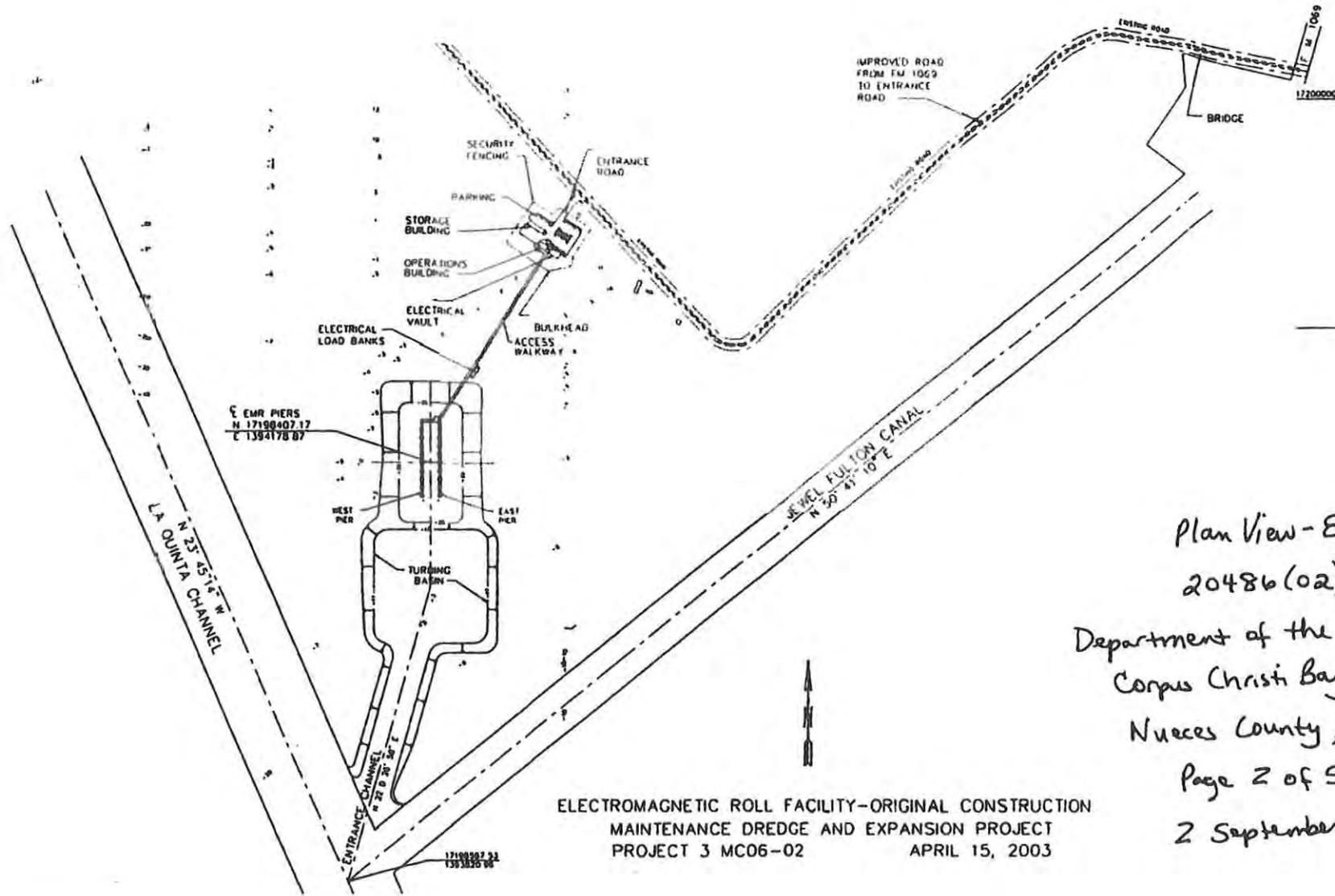
2 September 2003

PERMITTED PLANS

VICINITY MAP

| | | | | | | | |
|--|-----------|--|------|------|----------|-------|-----------|
|  GEE & JENSON | DESC. JSY | EMR FACILITY & SMALL CRAFT PIER NAVAL STATION INGLESIDE, TEXAS APPLICANT: DEPARTMENT OF THE NAVY | | | | SCALE | N.T.S. |
| | DRAW COO | | | | | JOB # | 93-282.53 |
| | CHKD JMM | | | | | SHEET | 1 |
| | APRV XS | | | | | | of |
| DATE 7/16/03 | | | DATE | APRV | REVISION | | |

20486(02)



ELECTROMAGNETIC ROLL FACILITY—ORIGINAL CONSTRUCTION
 MAINTENANCE DREDGE AND EXPANSION PROJECT
 PROJECT 3 MC06-02 APRIL 15, 2003

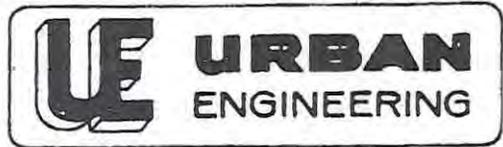
Plan View - Existing
 20486(02)
 Department of the Navy
 Corpus Christi Bay
 Nueces County, Texas
 Page 2 of 5
 2 September 2003

PERMITTED PLANS

EXHIBIT A

74 0.

462380



Job No. 32098-00-00
October 11, 1995

(512)854-3101

P.O. BOX 6355 • CORPUS CHRISTI, TEXAS 78466-6355

FAX (512)854-6001

TRACT I

STATE OF TEXAS,
COUNTY OF NUECES;

Fieldnotes for a 105.477 acre tract of land out of a 171.74 acre tract of submerged lands situated in Nueces County, Texas and recorded in Volume 179, Page 201, Deed Records of San Patricio County, Texas, and also being recorded in Volume 1516, Page 115, Deed Records of Nueces County, Texas; said 171.74 acre tract embracing a portion of the State of Texas submerged tracts Nos. 4 and 5 in Corpus Christi Bay, lying Southwest of the Northeast shoreline of Corpus Christi Bay, between the Southerly shoreline of Donnel Point and a Southwesterly extension of a line from the head of Kinney Bayou, and Northeast of a line crossing Corpus Christi Bay in a general Northwesterly-Southeasterly direction and referred to as the Nueces County Navigation District North Bulkhead line; said 105.477 acre tract being described more particularly by metes and bounds to wit;

BEGINNING at a point (1983 North American Datum- State Plane Coordinates North= 17,196,796.70 East= 1,393835.03) for the intersection point of the Northwest boundary line of the Jewel Fulton Channel and the Northeasterly boundary line of the La Quinta Channel, the most Southerly corner of the said 171.74 acre tract of submerged lands and the POINT OF BEGINNING;

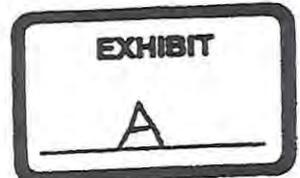
THENCE North 23°45'14" West, with said Northeasterly boundary line of the La Quinta Channel, same being the most Southwesterly boundary line of the said 171.74 acre tract of submerged lands, a distance of 3,043.35 feet to a point for a corner of this tract ;

THENCE North 66°14'46" East , leaving said Northeasterly boundary line of the La Quinta Channel, a distance of 873.41 feet to a point on the shoreline as surveyed by this office on September 19, 1995 for the North corner of this tract;

THENCE with the above stated shoreline as follows:

- South 40°45'57" East 26.01 feet;
- South 45°55'27" East 109.54 feet;
- South 48°23'59" East 153.93 feet ;
- South 48°18'27" East 114.14 feet;
- South 42°24'18" East 130.74 feet;
- South 02°38'35" East 75.15 feet;
- South 27°15'19" East 53.87 feet;
- South 52°30'43" East 135.25 feet;
- South 64°17'47" East 55.94 feet;
- South 56°13'00" East 89.85 feet;
- South 51°59'43" East 116.47 feet;
- South 43°01'54" East 63.68 feet;
- South 35°13'18" East 83.12 feet;
- South 49°52'21" East 118.62 feet;
- South 56°10'30" East 76.60 feet;
- South 68°10'31" East 73.10 feet;
- South 83°30'03" East 60.05 feet;
- South 87°38'50" East 77.19 feet;
- North 76°32'51" East 152.96 feet
- North 71°01'23" East 72.00 feet;;

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Thence South 77°44'17" East, a distance of 74.62 feet to a point on the water side face of an existing Bulkhead for a point on the above stated shoreline;

Thence with said bulkhead face as follows;

- South 16°38'48" West 4.26 feet;
- South 73°21'12" East 26.53 feet;
- South 31°00'04" East 8.46 feet;
- South 38°18'14" East 39.29 feet;
- South 38°08'47" East 49.61 feet;
- South 75°34'13" East 177.89 feet;
- South 22°28'41" East 12.82 feet;
- South 69°04'24" East 165.55 feet;
- South 81°59'49" East 52.82 feet;
- South 85°12'23" East 50.10 feet;
- North 84°08'12" East 38.27 feet;
- North 51°49'43" East 12.33 feet;

Thence leaving said bulkhead face as follows;

- South 56°59'13" East 117.56 feet;
- South 61°49'04" East 102.82 feet;
- South 60°47'13" East 73.69 feet;
- South 76°33'10" East 73.23 feet;
- North 81°18'50" East 61.57 feet;
- North 58°54'48" East 97.57 feet;
- North 55°59'27" East 60.34 feet;

Thence South 39°18'50" East, leaving said shoreline, a distance of 126.63 feet for a point on the Northwest boundary line of Jewel Fulton Channel, the Southeast line of the said 171.74 acre tract and the most Easterly corner of this tract;

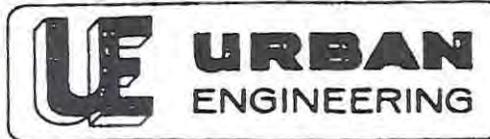
THENCE South 50°41'10" West , with said Northwest boundary line of the Jewel Fulton Channel, a distance of 2862.85 feet to the POINT OF BEGINNING and containing 105.477 acres (4,594,575 square feet) of land more or less;

Bearings were based on the 1983 North American Datum , Coordinates were based on State Plane Coordinate System.

URBAN ENGINEERING

 Dan L. Urban, R.P.L.S. No. 4710





Job No. 32098-95-01
October 11, 1995

(512)854-3101

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FAX (512)854-6001

TRACT II

STATE OF TEXAS,
COUNTY OF SAN PATRICIO;

Fieldnotes for a 46.349 acre tract of land out of the T.T. Williamson Survey A-295, the T.T. Williamson Survey A-292 and a 171.74 acre tract of submerged lands recorded in Volume 179, Page 201 Deed Records of San Patricio County, Texas and being described more particularly by metes and bounds to wit;

COMMENCING at a point (1983 North American Datum- State Plane Coordinates North= 17,196,796.70 East= 1,393835.03) for the intersection point of the Northwest boundary line of the Jewel Fulton Channel and the Northeastery boundary line of the La Quinta Channel, the most Southerly corner of the said 171.74 acre tract of submerged lands and the POINT OF COMMENCEMENT;

THENCE North 23°45'14" West, with said Northeastery boundary line of the La Quinta Channel, same being the most Southwesterly boundary line of the said 171.74 acre tract of submerged lands, a distance of 3,043.35 feet to a point;

THENCE North 66°14'46" East, leaving said Northeastery boundary line of the La Quinta Channel, a distance of 873.41 feet to a point (1983 North American Datum- State Plane Coordinates North= 17,199,934.02 East= 1,393408.57) on the shoreline as surveyed by this office on September 19, 1995 for the Southwest corner of this tract and the POINT OF BEGINNING;

Thence North 66° 14'46" East, at 100.00 feet a 5/8 inch iron rod set for reference, in all a distance of 1,250.93 feet to a 5/8 inch iron rod set for the North corner of this tract;

Thence South 39° 18'50" East, at a distance of 2,135.33 feet pass a 5/8 inch iron rod set for reference, in all a distance of 2,235.33 feet to a point on the shoreline as surveyed by this office on September 19, 1995 and the most Easterly corner of this tract;

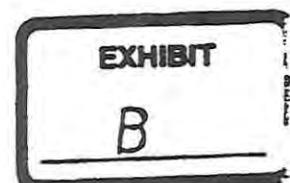
THENCE with the above stated shoreline as follows:

| | |
|-----------------------|--------------|
| South 55° 59'27" West | 60.34 feet; |
| South 58° 54'48" West | 97.57 feet; |
| South 81° 18'50" West | 61.57 feet; |
| North 76° 33'10" West | 73.23 feet; |
| North 60° 47'13" West | 73.69 feet; |
| North 61° 49'04" West | 102.82 feet; |

Thence North 56° 59'13" West, a distance of 117.56 feet to a point on the water side face of an existing Bulkhead for a point on the above stated shoreline;

| | |
|-----------------------|--------------|
| South 51° 49'43" West | 12.33 feet; |
| South 84° 08'12" West | 38.27 feet; |
| North 85° 12'23" West | 50.10 feet; |
| North 81° 59'49" West | 52.82 feet; |
| North 69° 04'24" West | 165.55 feet; |
| North 22° 28'41" West | 12.82 feet; |
| North 75° 34'13" West | 177.89 feet; |
| North 38° 08'47" West | 49.61 feet; |

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North 38° 18'14" West 39.29 feet;
North 31° 00'04" West 8.46 feet;

Thence leaving said bulkhead face as follows;

North 73° 21'12" West 26.53 feet;
North 16° 38'48" East 4.26 feet;
North 77° 44'17" West 74.62 feet;
South 71° 01'23" West 72.00 feet;
South 76° 32'51" West 152.96 feet;
North 87° 38'50" West 77.19 feet;
North 83° 30'03" West 60.05 feet;
North 68° 10'31" West 73.10 feet;
North 56° 10'30" West 76.60 feet;
North 49° 52'21" West 118.62 feet;
North 35° 13'18" West 83.12 feet;
North 43° 01'54" West 63.68 feet;
North 51° 59'43" West 116.47 feet;
North 56° 13'00" West 89.85 feet;
North 64° 17'47" West 55.94 feet;
North 52° 30'43" West 135.25 feet;
North 27° 15'19" West 53.87 feet;
North 02° 38'35" West 75.15 feet;
North 42° 24'18" West 130.74 feet;
North 48° 18'27" West 114.14 feet;
North 48° 23'59" West 153.93 feet;
North 45° 55'27" West 109.54 feet;

THENCE North 40° 45'57" West , continuing with said shoreline, a distance of 26.01 feet to the POINT OF BEGINNING and containing 46.349 acres (2,018,956 square feet) of land more or less;

Bearings were based on the 1983 North American Datum , Coordinates were based on State Plane Coordinate System.

URBAN ENGINEERING



Dan L. Urban, R.P.L.S. No. 4710





Job No. 32098-95-01
October 11, 1995

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TRACT III

**STATE OF TEXAS,
COUNTY OF SAN PATRICIO;**

Fieldnotes for a 3.639 acre tract of land out of the T. T. Williamson Survey A-295 and being described more particularly by metes and bounds to wit;

COMMENCING at a point (1983 North American Datum- State Plane Coordinates North= 17,196,796.70 East= 1,393,835.03) for the intersection point of the Northwest boundary line of the Jewel Fulton Channel and the Northeasterly boundary line of the La Quinta Channel, the most Southerly corner of a 171.74 acre tract of submerged lands recorded in Volume 179, Page 201 of Deed Records of San Patricio County, Texas and the POINT OF COMMENCEMENT;

THENCE North 50°41'10" East, with said Northwesterly boundary line of the Jewel Fulton Channel, same being the most Southeasterly boundary line of the said 171.74 acre tract of submerged lands, a distance of 4,544.66 feet to a point ;

THENCE North 52°18'14" West, leaving said Northwesterly boundary line of the Jewel Fulton Channel, a distance of 216.07 feet to a point;

THENCE North 35°43'51" East, a distance of 294.00 feet to a point;

THENCE North 05°09'09" West, a distance of 150.00 feet to a 5/8 inch iron rod found;

THENCE South 76°41'09" East, a distance of 480.00 feet to a concrete monument found for a point in the Northwesterly right-of-way line of F.M. Highway No. 1069;

THENCE North 15°48'51" East, with said Northwesterly right-of-way line of F.M. Highway No. 1069, a distance of 14.63 feet to 5/8 inch iron rod set (1983 North American Datum- State Plane Coordinates North= 17,200,100.05 East= 1,397809.91) for a corner of this tract and the POINT OF BEGINNING;

THENCE North 78°21'08" West, leaving said Northwesterly right-of-way line of F.M. Highway No. 1069, a distance of 718.96 feet to a 5/8 inch iron rod set for the point of curvature of a circular curve to the left whose radius point bears South 11°38'52" West at a distance of 343.95 feet and for a corner of this tract;

THENCE in an Westerly direction with said circular curve to the left, having a central angle of 53°36'54", a radius length of 343.95 feet, a chord bearing of South 74°50'24" West, a chord length of 310.24 feet, a tangent length of 173.80 feet, an arc distance of 321.85 feet to a 5/8 inch iron rod set for a corner of this tract;

THENCE South 48°01'57" West, a distance of 162.72 feet to a 5/8 inch iron rod set for the point of curvature of a circular curve to the right whose radius point bears North 41°58'03" West at a distance of 6,086.26 feet and for a corner of this tract;

THENCE in an Southwesterly direction with said circular curve to the right, having a central angle of 02°49'10", a radius of 6,086.26 feet, a chord bearing of South 49°26'32" West, a chord length of 299.47 feet, a tangent length of 149.78 feet an arc distance of 299.50 feet to a 5/8 inch iron rod set for the point of reverse curvature of a circular curve to the left whose radius point bears South 39° 08'53" East at a distance of 2,958.28 feet and for a corner of this tract;

THENCE in a Southwesterly direction with said circular curve to the left, having a central angle of 05°44'50", a radius of 2,958.28 feet, a chord bearing of South 47°58'42" West, a chord length of 29

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EXHIBIT

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feet, a tangent length of 148.49 feet, an arc distance of 296.74 feet to a 5/8 inch iron rod set for the point of reverse curvature of a circular curve to the right whose radius point bears North 44° 53'43" West at a distance of 33,873.57 feet and for a corner of this tract;

THENCE in an Southwesterly direction with said circular curve to the right, having a central angle of 01°04'41", a radius of 33,873.57 feet, a chord bearing of South 45°38'38" West, a chord length of 637.30 feet, a tangent length of 318.66 feet an arc distance of 637.31 feet to a 5/8 inch iron rod set for a corner of this tract;

THENCE South 46°10'58" West, a distance of 178.25 feet to a 5/8 inch iron rod set for a corner of this tract;

THENCE North 39°18'50" West, a distance of 60.19 feet to a 5/8 inch iron rod set for a corner of this tract;

THENCE North 46°10'58" East, a distance of 173.53 feet to a point on a circular curve to the left whose radius point bears North 43° 49'02" West at a distance of 33,813.57 feet and for a corner of this tract;

THENCE in an Northeasterly direction with said circular curve to the left, having a central angle of 01°04'41", a radius of 33,813.57 feet, a chord bearing of North 45°38'38" East, a chord length of 636.17 feet, a tangent length of 318.10 feet an arc distance of 636.18 feet to a 5/8 inch iron rod set for the point of reverse curvature of a circular curve to the right whose radius point bears South 44° 53'43" East at a distance of 3,018.28 feet and for a corner of this tract;

THENCE in an Northeasterly direction with said circular curve to the right, having a central angle of 05°44'50", a radius of 3,018.28 feet, a chord bearing of North 47°58'42" East, a chord length of 302.63 feet, a tangent length of 151.51 feet, an arc distance of 302.76 feet to the point of reverse curvature of a circular curve to the left whose radius point bears North 39° 08'53" West at a distance of 6,026.26 feet and for a corner of this tract;

THENCE in an Northeasterly direction with said circular curve to the left, having a central angle of 02°49'10", a radius of 6,026.26, a chord bearing of North 49°26'32" East, a chord length of 296.51 feet, a tangent length of 148.30 feet, an arc distance of 296.54 feet to a 5/8 inch iron rod set for a corner of this tract;

THENCE North 48°01'57" East, a distance of 162.72 feet to a 5/8 inch iron rod set for the point of curvature of a circular curve to the right whose radius point bears South 41° 58'03" East at a distance of 403.95 feet and for a corner of this tract;

THENCE in an Northeasterly direction with said circular curve to the right, having a central angle of 53°36'54", a radius of 403.95 feet, a chord bearing of North 74°50'24" East, a chord length of 364.36 feet, a tangent length of 204.12 feet an arc distance of 378.00 feet to a 5/8 inch iron rod set for a corner of this tract;

THENCE South 78°21'08" East, a distance of 721.34 feet to a 5/8 inch iron rod set on the said Northwesterly right-of-way line of F.M. Highway No. 1069 for a corner of this tract;

THENCE South 15°48'51" West, with said Northwesterly right-of-way line of F.M. Highway No. 1069, a distance of 60.16 feet to the POINT OF BEGINNING and containing 3.639 acres (158,532 square feet) of land more or less;

Bearings were based on the 1983 North American Datum , Coordinates were based on State Plane Coordinate System.



URBAN ENGINEERING
[Signature]
Dan L. Urban, R.P.L.S. No. 4710