



Administrative Package Cover Page

This file contains the following documents:

1. Summary of application (in plain language)
2. First Notice (NORI-Notice of Receipt of Application and Intent to Obtain a Permit)
3. Application Materials

GOC-ADMIN-3: Plain Language Summary

Plain Language Summary for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

General Office Complex Industrial Wastewater Permit Renewal

The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

Lower Colorado River Authority (CN6000253637) operates the Lower Colorado River Authority - General Office Complex (RN102204542), a multi-story office space. The facility is located at 3700 Lake Austin Blvd., in Austin, Travis County, Texas 78703.

This application is for a renewal to discharge up to 1,250,000 gallons per day of cooling water authorized for discharge via Outfall 001. The General Office Complex pumps water from Lake Austin and passes it through the heat exchanger of the air conditioning system. The water is then discharged into Lake Austin via a pipe on the north side of the Tom Miller Dam. Lake water is not treated except for an optional mechanical strainer to remove debris. Temperature is expected from this discharge. Additional potential pollutants are included in the Industrial Wastewater Application Technical Report, Worksheet 2.0.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL

PERMIT NO. WQ0003516000

APPLICATION. Lower Colorado River Authority, P.O. Box 220, Austin, Texas 78767, which owns Lower Colorado River Authority General Office Complex, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0003516000 (EPA I.D. No. TX0109444) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 1,250,000 gallons per day. The facility is located at 3700 Lake Austin Boulevard, in the city of Austin, in Travis County, Texas 78703. The discharge route is from the plant site directly to Lake Austin. TCEQ received this application on July 23, 2024. The permit application will be available for viewing and copying at Lower Colorado River Authority-General Office Complex, 3700 Lake Austin Boulevard, Austin, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.783027,30.294148&level=18>

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a

response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application.** If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. All public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in

writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Lower Colorado River Authority at the address stated above or by calling Ms. Julie Podbielski, Environmental Advisor at 512-730-5633.

Issuance Date: August 22, 2024



July 23, 2024

Texas Commission on Environmental Quality (TCEQ)
Applications Review and Processing Team
Building F, Room 2101
12100 Park 35 Circle
Austin, Texas 78753

Re: Lower Colorado River Authority (CN600253637)
Lower Colorado River Authority – General Office Complex (RN102204542)
TPDES Wastewater Renewal Application
Permit No. WQ0003516000

Dear Applications Team:

Enclosed with this transmittal letter is a renewal permit application for the Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0003516000. If you have any questions, please contact me at (512) 730-5633.

Sincerely,

A handwritten signature in blue ink, which appears to read "Julie Podbielski", is positioned above the printed name.

Julie Podbielski
Environmental Permitting and Compliance

cc: Bill Steinhauser, LCRA

Enclosures



RENEWAL APPLICATION TCEQ INDUSTRIAL WASTEWATER PERMIT

**GENERAL OFFICE COMPLEX
PERMIT # WQ0003516000**

SUBMITTED TO:

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
APPLICATIONS REVIEW AND PROCESSING TEAM
BUILDING F, ROOM 2101
12100 PARK 35 CIRCLE
AUSTIN, TEXAS 78753**

SUBMITTED BY:

**LOWER COLORADO RIVER AUTHORITY
ENVIRONMENTAL AFFAIRS
P.O. Box 220
AUSTIN, TEXAS 78767**



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION CHECKLIST

Complete and submit this checklist with the industrial wastewater permit application.

APPLICANT NAME: Lower Colorado River Authority

PERMIT NUMBER (If new, leave blank): WQ00 3516000

Indicate if each of the following items is included in your application.

	Y	N		Y	N
Administrative Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 8.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Administrative Report 1.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worksheet 9.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SPIF	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 10.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Core Data Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Involvement Plan Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worksheet 11.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plain Language Summary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Technical Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 1.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original USGS Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 2.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Affected Landowners Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landowner Disk or Labels	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Flow Diagram	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 3.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Drawing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 3.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 4.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 4.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solids Management Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 5.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Balance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 6.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 7.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

For TCEQ Use Only

Segment Number _____ County _____

Expiration Date _____ Region _____

Permit Number _____



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION

ADMINISTRATIVE REPORT 1.0

This report is required for all applications for TPDES permits and TLAPs, except applications for oil and gas extraction operations subject to 40 CFR Part 435. Contact the Applications Review and Processing Team at 512-239-4671 with any questions about completing this report.

Applications for oil and gas extraction operations subject to 40 CFR Part 435 must use the Oil and Gas Exploration and Production Administrative Report ([TCEQ Form-20893 and 20893-inst¹](#)).

Item 1. Application Information and Fees (Instructions, Page 26)

- a. Complete each field with the requested information, if applicable.

Applicant Name: Lower Colorado River Authority

Permit No.: WQ0003516000

EPA ID No.: TX0109444

Expiration Date: 01/24/2025

- b. Check the box next to the appropriate authorization type.

☒ Industrial Wastewater (wastewater and stormwater)

☐ Industrial Stormwater (stormwater only)

- c. Check the box next to the appropriate facility status.

☒ Active

☐ Inactive

- d. Check the box next to the appropriate permit type.

☒ TPDES Permit

☐ TLAP

☐ TPDES with TLAP component

- e. Check the box next to the appropriate application type.

☐ New

☐ Renewal with changes

☒ Renewal without changes

☐ Major amendment with renewal

☐ Major amendment without renewal

☐ Minor amendment without renewal

☐ Minor modification without renewal

- f. If applying for an amendment or modification, describe the request: N/A

For TCEQ Use Only

Segment Number _____ County _____

Expiration Date _____ Region _____

Permit Number _____

¹ https://www.tceq.texas.gov/publications/search_forms.html

g. Application Fee

EPA Classification	New	Major Amend. (with or without renewal)	Renewal (with or without changes)	Minor Amend. / Minor Mod. (without renewal)
Minor facility not subject to EPA categorical effluent guidelines (40 CFR Parts 400-471)	<input type="checkbox"/> \$350	<input type="checkbox"/> \$350	<input checked="" type="checkbox"/> \$315	<input type="checkbox"/> \$150
Minor facility subject to EPA categorical effluent guidelines (40 CFR Parts 400-471)	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,215	<input type="checkbox"/> \$150
Major facility	N/A ²	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$2,015	<input type="checkbox"/> \$450

h. Payment Information

Mailed

Check or money order No.: Click to enter text.

Check or money order amt.: Click to enter text.

Named printed on check or money order: Click to enter text.

Epay

Voucher number: 711061 and 711062

Copy of voucher attachment: GOC-ADMIN-1: ePAY Receipts

Item 2. Applicant Information (Instructions, Pages 26)

a. Customer Number, if applicant is an existing customer: CN600253637

Note: Locate the customer number using the [TCEQ's Central Registry Customer Search](#)³.

b. Legal name of the entity (applicant) applying for this permit: Lower Colorado River Authority

Note: The owner of the facility must apply for the permit. The legal name must be spelled exactly as filed with the TX SOS, Texas Comptroller of Public Accounts, County, or in the legal documents forming the entity.

c. Name and title of the person signing the application. (**Note:** The person must be an executive official that meets signatory requirements in 30 TAC § 305.44.)

Prefix: Mr. Full Name (Last/First Name): Steinhauser, Bill

Title: Sr. Manager, Environmental Permitting and Compliance Credential: PE

d. Will the applicant have overall financial responsibility for the facility?

☒ Yes ☐ No

² All facilities are designated as minors until formally classified as a major by EPA.

³ <https://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

Note: The entity with overall financial responsibility for the facility must apply as a co-applicant, if not the facility owner.

Item 3. Co-applicant Information (Instructions, Page 27)

☒ Check this box if there is no co-applicant.; otherwise, complete the below questions.

a. Legal name of the entity (co-applicant) applying for this permit: [Click to enter text.](#)

Note: The legal name must be spelled exactly as filed with the TX SOS, Texas Comptroller of Public Accounts, County, or in the legal documents forming the entity.

b. Customer Number (if applicant is an existing customer): [CNClick to enter text.](#)

Note: Locate the customer number using the TCEQ's Central Registry Customer Search.

c. Name and title of the person signing the application. (**Note:** The person must be an executive official that meets signatory requirements in 30 TAC § 305.44.)

Prefix: [Click to enter text.](#)

Full Name (Last/First Name): [Click to enter text.](#)

Title: [Click to enter text.](#)

Credential: [Click to enter text.](#)

d. Will the co-applicant have overall financial responsibility for the facility?

☐ Yes ☐ No

Note: The entity with overall financial responsibility for the facility must apply as a co-applicant, if not the facility owner.

Item 4. Core Data Form (Instructions, Pages 27)

a. Complete one Core Data Form (TCEQ Form 10400) for each customer (applicant and co-applicant(s)) and include as an attachment. If the customer type selected on the Core Data Form is Individual, complete Attachment 1 of the Administrative Report. Attachment: [GOC-ADMIN-2: Core Data Form](#)

Item 5. Application Contact Information (Instructions, Page 27)

Provide names of two individuals who can be contact for additional information about this application. Indicate if the individual can be contact about administrative or technical information, or both.

a. ☒ Administrative Contact ☒ Technical Contact

Prefix: Ms. Full Name (Last/First Name): Podbielski, Julie

Title: Environmental Advisor Credential: [Click to enter text.](#)

Organization Name: Lower Colorado River Authority

Mailing Address: P.O. Box 220; H305

City/State/Zip: Austin, Texas 78767

Phone No: 512-730-5633

Email: Julie.podbielski@lcra.org

b. ☒ Administrative Contact ☒ Technical Contact

Prefix: Mr. Full Name (Last/First Name): Steinhauser, Bill

Title: Sr. Manager, Environmental Permitting and Compliance Credential: PE

Organization Name: Lower Colorado River Authority

Mailing Address: P.O. Box 220; H305

City/State/Zip: Austin, Texas 78767

Phone No: 512-730-6749

Email: bill.steinhauser@lcra.org

Attachment: Click to enter text.

Item 6. Permit Contact Information (Instructions, Page 28)

Provide two names of individuals that can be contacted throughout the permit term.

a. Prefix: Ms. Full Name (Last/First Name): Podbielski, Julie

Title: Environmental Advisor Credential: Click to enter text.

Organization Name: Lower Colorado River Authority

Mailing Address: P.O. Box 220; H305

City/State/Zip: Austin, Texas 78767

Phone No: 512-730-5633

Email: Julie.podbielski@lcra.org

b. Prefix: Mr. Full Name (Last/First Name): Steinhauser, Bill

Title: Sr. Manager, Environmental Permitting and Compliance Credential: PE

Organization Name: Lower Colorado River Authority

Mailing Address: P.O. Box 220; H305

City/State/Zip: Austin, Texas 78767

Phone No: 512-730-6749

Email: bill.steinhauser@lcra.org

Attachment: Click to enter text.

Item 7. Billing Contact Information (Instructions, Page 28)

The permittee is responsible for paying the annual fee. The annual fee will be assessed for permits **in effect on September 1 of each year**. The TCEQ will send a bill to the address provided in this section. The permittee is responsible for terminating the permit when it is no longer needed (form TCEQ-20029).

Provide the complete mailing address where the annual fee invoice should be mailed and the name and phone number of the permittee's representative responsible for payment of the invoice.

Prefix: Mr. Full Name (Last/First Name): Wells, James

Title: Planner/Scheduler, Facility Services Credential: Click to enter text.

Organization Name: Lower Colorado River Authority

Mailing Address: P.O. Box 220; S421

City/State/Zip: Austin, Texas 78767

Phone No: 512-578-2164

Email: james.wells@lcra.org

Item 8. DMR/MER Contact Information (Instructions, Page 28)

Provide the name and mailing address of the person delegated to receive and submit DMRs or MERs. **Note:** DMR data must be submitted through the NetDMR system. An electronic reporting account can be established once the facility has obtained the permit number.

Prefix: Ms. Full Name (Last/First Name): Podbielski, Julie

Title: Environmental Advisor Credential: Click to enter text.

Organization Name: Lower Colorado River Authority

Mailing Address: P.O. Box 220; H305

City/State/Zip: Austin, Texas 78767

Item 9. Notice Information (Instructions, Pages 28)**a. Individual Publishing the Notices**Prefix: Ms. Full Name (Last/First Name): Podbielski, JulieTitle: Environmental Advisor Credential: Click to enter text.

Organization Name: Lower Colorado River Authority

Mailing Address: P.O. Box 220; H305City/State/Zip: Austin, Texas 78767Phone No: 512-730-5633Email: Julie.podbielski@lcra.org**b. Method for Receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package (only for NORI, NAPD will be sent via regular mail)**☒ E-mail: Julie.podbielski@lcra.org☐ Fax: Click to enter text.☐ Regular Mail (USPS)Mailing Address: Click to enter text.City/State/Zip Code: Click to enter text.**c. Contact in the Notice**Prefix: Ms. Full Name (Last/First Name): Podbielski, JulieTitle: Environmental Advisor Credential: Click to enter text.

Organization Name: Lower Colorado River Authority

Phone No: 512-730-5633Email: Julie.podbielski@lcra.org**d. Public Viewing Location Information****Note:** If the facility or outfall is located in more than one county, provide a public viewing place for each county.

Public building name: Lower Colorado River Authority - General Office Complex

Location within the building: Front Desk - Hancock BuildingPhysical Address of Building: 3700 Lake Austin Blvd.City: AustinCounty: Travis**e. Bilingual Notice Requirements**

This information is required for new, major amendment, minor amendment or minor modification, and renewal applications.

This section of the application is only used to determine if alternative language notices will be needed. Complete instructions on publishing the alternative language notices will be in your public notice package.

Call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine if an alternative language notice(s) is required.

1. Is a bilingual education program required by the Texas Education Code at the elementary or middle school nearest to the facility or proposed facility?

☐ Yes ☒ No

If no, publication of an alternative language notice is not required; skip to Item 8 (Regulated Entity and Permitted Site Information.)

2. Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?

☐ Yes ☐ No

3. Do the students at these schools attend a bilingual education program at another location?

☐ Yes ☐ No

4. Would the school be required to provide a bilingual education program, but the school has waived out of this requirement under 19 TAC §89.1205(g)?

☐ Yes ☐ No ☐ N/A

5. If the answer is yes to question 1, 2, 3, or 4, public notices in an alternative language are required. Which language is required by the bilingual program? N/A

- f. Plain Language Summary Template – Complete the Plain Language Summary (TCEQ Form 20972) and include as an attachment. Attachment: GOC-ADMIN-3: Plain Language Summary
- g. Complete one Public Involvement Plan (PIP) Form (TCEQ Form 20960) for each application for a new permit or major amendment and include as an attachment. Attachment: N/A

Item 10. Regulated Entity and Permitted Site Information (Instructions Page 29)

- a. TCEQ issued Regulated Entity Number (RN), if available: RN102204542

Note: If your business site is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search the TCEQ's Central Registry to determine the RN or to see if the larger site may already be registered as a Regulated Entity. If the site is found, provide the assigned RN.

- b. Name of project or site (the name known by the community where located): Lower Colorado River Authority – General Office Complex

- c. Is the location address of the facility in the existing permit the same?

☒ Yes ☐ No ☐ N/A (new permit)

Note: If the facility is located in Bexar, Comal, Hays, Kinney, Medina, Travis, Uvalde, or Williamson County, additional information concerning protection of the Edwards Aquifer may be required.

- d. Owner of treatment facility:

Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.

or Organization Name: Lower Colorado River Authority

Mailing Address: 3700 Lake Austin Blvd. City/State/Zip: Austin, Texas 78703

Phone No: 512-730-5633 Email: Julie.podbielski@lcra.org

- e. Ownership of facility: ☒ Public ☐ Private ☐ Both ☐ Federal

- f. Owner of land where treatment facility is or will be: The University of Texas System (1) and City of Austin (2)

Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.

or Organization Name: Click to enter text.

Mailing Address: 201 W. 7th Street (1); P.O. Box 1088 (2) City/State/Zip: Austin, Texas 78701 (1); 78767 (2)

Phone No: 512-499-4333 (1); 512-974-7090 (2) Email: realestate@utsystem.edu (1); leasing@austintexas.gov (2)

Note: If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years (In some cases, a lease may not suffice - see instructions). Attachment: GOC-ADMIN-4: Copy of Ground Lease

- g. Owner of effluent TLAP disposal site (if applicable): N/A

Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.

or Organization Name: Click to enter text.

Mailing Address: Click to enter text. City/State/Zip: Click to enter text.

Phone No: Click to enter text. Email: Click to enter text.

Note: If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years. Attachment: Click to enter text.

- h. Owner of sewage sludge disposal site (if applicable):

Prefix: N/A Full Name (Last/First Name): Click to enter text.

or Organization Name: Click to enter text.

Mailing Address: Click to enter text. City/State/Zip: Click to enter text.

Phone No: Click to enter text. Email: Click to enter text.

Note: If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years. Attachment: Click to enter text.

Item 11. TDPES Discharge/TLAP Disposal Information (Instructions, Page 31)

- a. Is the facility located on or does the treated effluent cross Native American Land?

☐ Yes ☒ No

- b. Attach an original full size USGS Topographic Map (or an 8.5"×11" reproduced portion for renewal or amendment applications) with all required information. Check the box next to each item below to confirm it has been included on the map.

- | | |
|---|--|
| <input checked="" type="checkbox"/> One-mile radius | <input type="checkbox"/> Three-miles downstream information |
| <input checked="" type="checkbox"/> Applicant's property boundaries | <input checked="" type="checkbox"/> Treatment facility boundaries |
| <input checked="" type="checkbox"/> Labeled point(s) of discharge | <input checked="" type="checkbox"/> Highlighted discharge route(s) |
| <input type="checkbox"/> Effluent disposal site boundaries | <input type="checkbox"/> All wastewater ponds |
| <input type="checkbox"/> Sewage sludge disposal site | <input type="checkbox"/> New and future construction |

Attachment: GOC-ADMIN-5: USGS Topographic Map

c. Is the location of the sewage sludge disposal site in the existing permit accurate?

☐ Yes ☐ No or New Permit

If no, or a new application, provide an accurate location description: N/A

d. Are the point(s) of discharge in the existing permit correct?

☒ Yes ☐ No or New Permit

If no, or a new application, provide an accurate location description: Click to enter text.

e. Are the discharge route(s) in the existing permit correct?

☒ Yes ☐ No or New Permit

If no, or a new permit, provide an accurate description of the discharge route: Click to enter text.

f. City nearest the outfall(s): Austin, Texas

g. County in which the outfalls(s) is/are located: Travis

h. Is or will the treated wastewater discharge to a city, county, or state highway right-of-way, or a flood control district drainage ditch?

☐ Yes ☒ No

If yes, indicate by a check mark if: ☐ Authorization granted ☐ Authorization pending

For new and amendment applications, attach copies of letters that show proof of contact and provide the approval letter upon receipt. Attachment: N/A

For all applications involving an average daily discharge of 5 MGD or more, provide the names of all counties located within 100 statute miles downstream of the point(s) of discharge: N/A

i. For TLAPs, is the location of the effluent disposal site in the existing permit accurate?

☐ Yes ☐ No or New Permit ☐ Click to enter text.

If no, or a new application, provide an accurate location description: N/A

j. City nearest the disposal site: Click to enter text.

k. County in which the disposal site is located: Click to enter text.

l. For TLAPs, describe how effluent is/will be routed from the treatment facility to the disposal site: Click to enter text.

m. For TLAPs, identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: Click to enter text.

Item 12. Miscellaneous Information (Instructions, Page 33)

- a. Did any person formerly employed by the TCEQ represent your company and get paid for service regarding this application?

☐ Yes ☒ No

If yes, list each person: [Click to enter text.](#)

- b. Do you owe any fees to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

Account no.: [Click to enter text.](#)

Total amount due: [Click to enter text.](#)

- c. Do you owe any penalties to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

Enforcement order no.: [Click to enter text.](#)

Amount due: [Click to enter text.](#)

Item 13. Signature Page (Instructions, Page 33)

Permit No: WQ0003516000

Applicant Name: Lower Colorado River Authority

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

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document and can provide documentation in proof of such authorization upon request.

Signatory name (typed or printed): Bill Steinhauser, PE

Signatory title: Sr. Manager, Environmental Permitting and Compliance

Signature: 
(Use blue ink)

Date: 7/22/2024

Subscribed and Sworn to before me by the said Bill Steinhauser
on this 22nd day of July, 20 24.

My commission expires on the 11th day of January, 20 26.


Notary Public



Travis
County, Texas

Note: If co-applicants are necessary, each entity must submit an original, separate signature page.

INDUSTRIAL WASTEWATER PERMIT APPLICATION

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

This form applies to TPDES permit applications only. Complete and attach the Supplemental Permit information Form (SPIF) (TCEQ Form 20971).

Attachment: GOC-ADMIN-6: Supplemental Permit Information Form

INDUSTRIAL WASTEWATER PERMIT APPLICATION CHECKLIST OF COMMON DEFICIENCIES

Below is a list of common deficiencies found during the administrative review of industrial wastewater permit applications. To ensure the timely processing of this application, please review the items below and indicate each item is complete and in accordance applicable rules at 30 TAC Chapters 21, 281, and 305 by checking the box next to the item. If an item is not required this application, indicate by checking N/A where appropriate. Please do not submit the application until all items below are addressed.

- ☒ Core Data Form (TCEQ Form No. 10400)
*(Required for all applications types. Must be completed in its entirety and signed.
Note: Form may be signed by applicant representative.)*
- ☒ Correct and Current Industrial Wastewater Permit Application Forms
(TCEQ Form Nos. 10055 and 10411. Version dated 5/10/2019 or later.)
- ☐ Water Quality Permit Payment Submittal Form (Page 14)
(Original payment sent to TCEQ Revenue Section. See instructions for mailing address.)
- ☒ 7.5 Minute USGS Quadrangle Topographic Map Attached
*(Full-size map if seeking "New" permit.
8 ½ x 11 acceptable for Renewals and Amendments.)*
- ☐ N/A ☒ Current/Non-Expired, Executed Lease Agreement or Easement Attached
- ☒ N/A ☐ Landowners Map
(See instructions for landowner requirements.)

Things to Know:

- All the items shown on the map must be labeled.
- The applicant's complete property boundaries must be delineated which includes boundaries of contiguous property owned by the applicant.
- The applicant cannot be its own adjacent landowner. You must identify the landowners immediately adjacent to their property, regardless of how far they are from the actual facility.
- If the applicant's property is adjacent to a road, creek, or stream, the landowners on the opposite side must be identified. Although the properties are not adjacent to applicant's property boundary, they are considered potentially affected landowners. If the adjacent road is a divided highway as identified on the USGS topographic map, the applicant does not have to identify the landowners on the opposite side of the highway.

- ☒ N/A ☐ Landowners Cross Reference List
(See instructions for landowner requirements.)
- ☒ N/A ☐ Landowners Labels or CD-RW attached
(See instructions for landowner requirements.)
- ☒ Original signature per 30 TAC § 305.44 – Blue Ink Preferred
*(If signature page is not signed by an elected official or principle executive officer,
a copy of signature authority/delegation letter must be attached.)*
- ☒ Plain Language Summary

ADMINISTRATIVE REPORT

ATTACHMENTS

1. ePAY Receipts (GOC-ADMIN-1)
2. Core Data Form (GOC-ADMIN-2)
3. Plain Language Summary (GOC-ADMIN-3)
4. Copy of Ground Lease (GOC-ADMIN-4)
5. USGS Topographic Map (GOC-ADMIN-5)
6. Supplemental Permit Information Form (GOC-ADMIN-6)

Attachment GOC-ADMIN-1
ePAY Receipts

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number: 711061
Trace Number: 582EA000615640
Date: 06/26/2024 03:37 PM
Payment Method: CC - Authorization 0000021928
Voucher Amount: \$300.00
Fee Type: WW PERMIT - MINOR FACILITY NOT SUBJECT TO 40 CFR 400-471 - RENEWAL
ePay Actor: KYMBERLY EDWARDS

Payment Contact Information

Name: KYMBERLY EDWARDS
Company: LOWER COLORADO RIVER AUTHORITY
Address: 3700 LAKE AUSTIN BLVD, AUSTIN, TX 78703
Phone: 512-578-2137

Site Information

Site Name: LOWER COLORADO RIVER AUTHORITY GENERAL OFFICE COMPLEX
Site Address: 3700 LAKE AUSTIN BLVD, AUSTIN, TX 78703

Customer Information

Customer Name: LOWER COLORADO RIVER AUTHORITY
Customer Address: 3700 LAKE AUSTIN LVD, AUSTIN, TX 78703

Other Information

Program Area ID: 3516000

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number:	711062
Trace Number:	582EA000615640
Date:	06/26/2024 03:37 PM
Payment Method:	CC - Authorization 0000021928
Voucher Amount:	\$15.00
Fee Type:	30 TAC 305.53B WQ RENEWAL NOTIFICATION FEE
ePay Actor:	KYMBERLY EDWARDS

Payment Contact Information

Name:	KYMBERLY EDWARDS
Company:	LOWER COLORADO RIVER AUTHORITY
Address:	3700 LAKE AUSTIN BLVD, AUSTIN, TX 78703
Phone:	512-578-2137

Attachment GOC-ADMIN-2
Core Data Form



TCEQ Core Data Form

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

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input type="checkbox"/> Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 600253637		RN 102204542

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)			
<input type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)					
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>					
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)				<i>If new Customer, enter previous Customer below:</i>	
Lower Colorado River Authority				N/A	
7. TX SOS/CPA Filing Number		8. TX State Tax ID (11 digits)		9. Federal Tax ID (9 digits) 746002915	10. DUNS Number (if applicable)
11. Type of Customer:		<input type="checkbox"/> Corporation		<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input checked="" type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship		<input checked="" type="checkbox"/> Other: River Authority	
12. Number of Employees				13. Independently Owned and Operated?	
<input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input checked="" type="checkbox"/> 501 and higher				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following					
<input type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" type="checkbox"/> Owner & Operator <input type="checkbox"/> Other: <input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant					
15. Mailing Address:					
P.O. Box 220; H305					
City	Austin	State	TX	ZIP	78767
				ZIP + 4	0220
16. Country Mailing Information (if outside USA)				17. E-Mail Address (if applicable)	
				Bill.Steinhauser@lcra.org	
18. Telephone Number		19. Extension or Code		20. Fax Number (if applicable)	

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected, a new permit application is also required.)								
<input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)								
Lower Colorado River Authority - General Office Complex								
23. Street Address of the Regulated Entity: (No PO Boxes)	3700 Lake Austin Blvd.							
	City	Austin	State	TX	ZIP	78703	ZIP + 4	
24. County	Travis							

If no Street Address is provided, fields 25-28 are required.

25. Description to Physical Location:									
26. Nearest City					State				Nearest ZIP Code
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>									
27. Latitude (N) In Decimal:		30.294145			28. Longitude (W) In Decimal:		-97.783024		
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds				
30	17	38	-97	46	58				
29. Primary SIC Code (4 digits)		30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)			
9511				924110					
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)									
General office complex									
34. Mailing Address:	P.O. Box 220								
	City	Austin	State	TX	ZIP	78767	ZIP + 4	220	
35. E-Mail Address:		Bill.Steinhauser@lcrs.org							
36. Telephone Number			37. Extension or Code			38. Fax Number (if applicable)			
(512) 473-3200						() -			

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


<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input checked="" type="checkbox"/> Wastewater	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
	WQ0003516000			

SECTION IV: Preparer Information

40. Name:	Julie Podbielski			41. Title:	Environmental Advisor
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address		
(512) 730-5633		() -	Julie.Podbielski@lcra.org		

SECTION V: Authorized Signature

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

Company:	Lower Colorado River Authority		Job Title:	Sr. Manager, Environmental Permitting and Compliance	
Name (In Print):	Bill Steinhauser			Phone:	(512) 730- 6749
Signature:				Date:	7/22/2024

Attachment GOC-ADMIN-3
Plain Language Summary

GOC-ADMIN-3: Plain Language Summary

Plain Language Summary for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

General Office Complex Industrial Wastewater Permit Renewal

The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

Lower Colorado River Authority (CN6000253637) operates the Lower Colorado River Authority - General Office Complex (RN102204542), a multi-story office space. The facility is located at 3700 Lake Austin Blvd., in Austin, Travis County, Texas 78703.

This application is for a renewal to discharge up to 1,250,000 gallons per day of cooling water authorized for discharge via Outfall 001. The General Office Complex pumps water from Lake Austin and passes it through the heat exchanger of the air conditioning system. The water is then discharged into Lake Austin via a pipe on the north side of the Tom Miller Dam. Lake water is not treated except for an optional mechanical strainer to remove debris. Temperature is expected from this discharge. Additional potential pollutants are included in the Industrial Wastewater Application Technical Report, Worksheet 2.0.

Attachment GOC-ADMIN-4
Copy of Ground Leases

Lease Contracts for the General Office Complex

The Lower Colorado River Authority's (LCRA) General Office Complex as it pertains to TCEQ wastewater permit No. WQ003516000 includes four buildings and their adjoining parking and landscaping: Miller Building, Shapiro Building, Hancock Building and Long Building. The Miller Building is located on a property that LCRA leases from the City of Austin. The Shapiro Building, Hancock Building and Long Building are located on a property that LCRA leases from the Board of Regents of the University of Texas System. See **Figure 1** of this Attachment for a map of the properties. Properties related to LCRA activities, including the General Office Complex, have been leased by LCRA dating back to 1938 and include multiple agreements and amendments in subsequent years. Due the complexity of the lease agreements and the resulting documents, the following information is intended to provide an overview of the leases that are relevant to the General Office Complex wastewater discharge permit. The properties and their leases are described as follows:

1. **Park Street Tract Ground Lease:** The relevant part of this lease agreement pertains to a 13.208-acre tract of property where the Shapiro, Hancock, and Long buildings are located referred to as the Park Street Tract. This property is owned by the Board of Regents of the University of Texas System (UT) and is leased to LCRA. The current lease agreement and amendments for the Park Street Tract are included as Figure 2a, 2b, and 2c. The entities involved in the lease agreement are found on page 9 of 117, the term of the lease agreement (commencing on April 12, 1991 and extending sixty years) is found on page 11 of 117, and the exhibit describing the boundaries of the 13.208 tract is found on page 15 of 117. The signatures of LCRA and UT for the lease agreements follow each of the agreements.
2. **Stillwater Lease:** The Stillwater Lease pertains to a 0.773-acre property within the 13.208-acre property that was not included in the original Park Street Tract Ground Lease to LCRA because UT was leasing the property to Stillwater Inc. After the end of the Stillwater Lease, UT assigned LCRA the use of the 0.733-acre property as part of the lease of the entire 13.2018-acre tract of property. However, the Stillwater Lease

property is not associated with the General Office Complex wastewater discharge permit and therefore, the current lease agreement for the Stillwater property is not included in this Attachment.

3. 1947 Land Lease: In this agreement, the City of Austin leased the land where the Miller Building is now located to LCRA. The land is a portion of a larger piece of acreage that the City of Austin leases to LCRA. See **Figure 1** for a map of lease properties. The 1947 Land Lease agreement can be found as Figure 3b in the Attachment. The description of the property boundaries on which the Miller Building is now located are on pages 113 and 114 of 117, and the exhibit for the property boundaries is on page 117 of 117. The signatures for the City of Austin and LCRA are on page 115 of 117. A subsequent document called the "First Amendment to December 10, 1987 Comprehensive Water Settlement Agreement between the City of Austin and the Lower Colorado River Authority" extended the duration of several agreements and leases including the 1947 Land Lease until January 1, 2051 (see page 84 of 117). The signatures of the City of Austin and LCRA are on page 106 of 117.

Figure 1:
Map of Ground Lease
Properties

0 65 130 260 Feet



1947 Land Lease
(included in acreage leased
from the City of Austin to
LCRA until 01/01/2051)

Stillwater
Lease

Hancock Bldg.

Shapiro
Bldg.

Long Bldg.

**13.208 acre
Park Street Lease
leased from UT to LCRA
until 04/12/2051**

**Acreage leased from
the City of Austin
to LCRA until
01/01/2051**

**Environmental Tract is 0.877 acre
and is part of the Park Street Lease
from UT**

Lions Golf Course

Emmett Shelton Redbud Red Bud

Nocona

Kermit

Lake Austin

Memphis

Figure 2a:
Ground Lease between LCRA and
The Board of Regents of
The University of Texas
(Memorandum of Lease to
Park Street Tract Ground Lease Agreement)

01/90100231
KSN

FILM CODE

1700 UM

DOC. NO.
91029637

00004694335

MEMORANDUM OF LEASE

8:34 AM 4640

17.00 INB
3 1 04/12/9

PARK STREET TRACT GROUND LEASE AGREEMENT

910296.37-DQC

26.01-CHK

THIS MEMORANDUM OF LEASE ("Lease"), is made and entered into by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM for and on behalf of THE UNIVERSITY OF TEXAS AT AUSTIN, ("University" or "Landlord"), and the LOWER COLORADO RIVER AUTHORITY, an agency created by the Legislature of the State of Texas ("LCRA" or "Tenant").

RECITALS

A. Park Street Tract. The Landlord is the owner of the Park Street Tract, a portion of the 500 acre gift to Landlord from George W. Brackenridge by deed dated June 17, 1910, of record in Volume 244, Page 77, Travis County Deed Records, said Park Street Tract, containing approximately 13,208 acres, as shown on Exhibit A attached hereto.

B. Shapiro Building Ground Lease Amended and Restated. Landlord and Tenant have previously executed a ground lease pertaining to a 3.426 acre portion of the Park Street Tract, said lease known as the "Shapiro Building Ground Lease," the term of said lease being 50 years, commencing on September 1, 1978 and ending September 1, 2028. The parties hereto included the 3.426 acres subject to the Shapiro Ground Lease into the total 13.208 acre Demised Premises under and subject to the terms of this Lease and therefore intend that this Lease be an amendment and restatement of the Shapiro Building Ground Lease.

C. Mansfield Dam Lease Amendment. In consideration for the above-referenced Shapiro Building Ground Lease, Tenant herein did lease to Landlord herein, a certain 49.50 acre tract of land, in Travis County, Texas, located near Mansfield Dam on the north shore of Lake Travis, for the identical term of years, ending September 1, 2028, ("Mansfield Dam Lease"), and prior to the "Commencement Date," the parties to said Mansfield Dam Lease entered into a lease amendment whereby the lease term of said Mansfield Dam Lease shall be extended to run coterminous with the lease term of the herein described Park Street Tract Ground Lease.

D. Stillwater (Lakeview Cafe) Lease Assignment. Landlord and Tenant recognize that a portion of the Demised Premises, being approximately 33,663 square feet (.773 acre), is presently subject to an outstanding lease agreement between Landlord and Stillwater, Inc., of Austin, Travis County, Texas ("Stillwater Lease"), having an initial term from July 1, 1984 through June 30, 1994, and

BW9.39

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REAL PROPERTY RECORDS

11111 1501

containing an option to extend the lease term for an additional five (5) year term ending on June 30, 1999. This Lease contains a contingent assignment of the Stillwater Lease from Landlord to Tenant effective upon the Commencement Date of this Lease.

E. Shared Parking Agreement. Landlord and Tenant acknowledge that a portion of the consideration for this Park Street Tract Ground Lease and Tenant's right to use the Demised Premises under the terms of this Lease, is subject to Tenant's agreement to and performance in accordance with the terms of a shared parking agreement, set forth in Article 9 ("Shared Parking Agreement") effective on the Commencement Date of this Lease.

F. Brackenridge Development Agreement. The Park Street Tract, is subject to the terms and conditions of the Brackenridge Development Agreement, an Intergovernmental Agreement between the City of Austin and the Board of Regents of the University of Texas System, the effective date of said Agreement being May 25, 1989, said Agreement being recorded at Volume 10968, Page 0386, Deed Records, Travis County, Texas. The parties agree that the provisions of the Brackenridge Development Agreement exempt development for "State Purposes"; however, the parties executed a letter agreement regarding which provisions of the Brackenridge Development Agreement will be applicable to the Demised Premises when used for state purposes by LCRA, an agency of the State of Texas.

G. Termination of Existing Leases. Landlord and Tenant recognize and acknowledge that a 3.1 acre portion of the Park Street Tract was subject to a Lease Agreement between Landlord and West Austin Youth Association. The provisions of said lease provided for a sixty (60) day termination notice, so long as said notice shall not be given so that the effective date of termination falls during the period from March 1st to July 15th of the year of termination. It is further acknowledged by the parties that a 3.3 acre portion of the Park Street Tract was under another Lease Agreement, said Lease being a month-to-month lease and being terminable upon ninety (90) days notice. Landlord has taken requisite steps to cancel both above mentioned leases and obtain possession of both above described portions of the Park Street Tract prior to Commencement. Tenant has possession of the Demised Premises at the Commencement Date subject only to the Stillwater Lease, which was contingently assigned to Tenant as of the Commencement Date.

ARTICLE 1
LEASE GRANT, CONTINGENT ASSIGNMENT AND LEASE AMENDMENT

Section 1.1 Lease Grant. Landlord, in consideration of the prepaid rents, covenants, agreements and conditions, which Tenant has paid, kept, and performed, did hereby lease unto Tenant, and

Tenant did hereby rent and lease from Landlord, the Demised Premises with all of Landlord's rights, interest, estates, and appurtenances thereto, and all improvements thereon.

Section 1.2 Shapiro Building Ground Lease Amended and Restated. The terms of this Lease constitute the new amended and restated terms of the Shapiro Building Ground Lease, and upon the Commencement Date, the property subject to said Shapiro Building Ground Lease became subject to the terms of this Lease.

Section 1.3 Habendum. TO HAVE AND TO HOLD the Demised Premises, together with all and singular the rights, privileges, and appurtenances thereunto attaching or in any wise belonging, exclusively unto Tenant, its successors and assigns, for the term set forth in Article 2, below.

ARTICLE 2 TERM AND OPTION TO EXTEND

Section 2.1 Effective Date and Term. The effective date ("Effective Date") of this lease was October 29, 1990. The lease term ("Lease Term") of this Lease and Tenant's right to possession of the Demised Premises began on the Commencement Date described below and shall expire on a date which is sixty (60) years from the date of said Commencement Date.

Section 2.2 Option to Extend. If Tenant provides Landlord written notice of its desire to extend the Lease Term at least three (3) years but not more than six (6) years prior to the expiration of the sixty (60) year term, then Landlord and Tenant agree to negotiate in good faith to extend the term of this Lease. However, Tenant's option to extend is subject to the long-term expansion plans of the Landlord for use of the Demised Premises by The University of Texas System.

ARTICLE 3 COMMENCEMENT AND RECORDING

Section 3.1 Commencement. The lease commenced on April 12, 1991 when all conditions to be satisfied prior to Closing were completed, including payment of the rent by Tenant.

Section 3.2 Recording. The parties desire this Memorandum of Lease to be recorded in the Real Property Records of Travis County, Texas.

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EXECUTED this 9th day of April, 1991.

LANDLORD:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ATTEST:

By: Arthur H. Dilly
Arthur H. Dilly
Executive Secretary

By: M. E. Patrick
Michael E. Patrick
Executive Vice Chancellor
for Asset Management

APPROVED AS TO FORM:

By: E. Janice Summer
E. Janice Summer
Attorney

APPROVED AS TO CONTENT:

By: Alan S. Prickett
Alan S. Prickett
Manager, Special Projects

TENANT:

THE LOWER COLORADO RIVER
AUTHORITY

By: Mark Rose
Mark Rose
General Manager

APPROVED AS TO FORM & CONTENT:

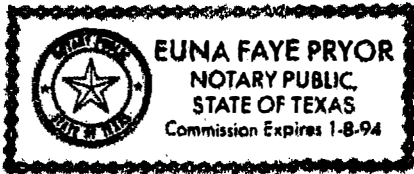
By: Glen E. Taylor
Glen E. Taylor
General Counsel

45428

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of April, 1991, by Michael E. Patrick, Executive Vice Chancellor for Asset Management for the Board of Regents of The University of Texas System on behalf of said Board.

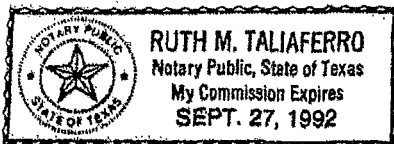
Euna Faye Pryor
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17th day of April, 1991, by Mark Rose, General Manager of the Lower Colorado River Authority.

Ruth M. Taliaferro
Notary Public, State of Texas



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EXHIBIT A
PARK STREET TRACT

MARCH 31, 1988 JOB NO. 836-0100-01 FIELD NOTE NO. 836-09
GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS, LAKE ADDITION EAST
OF LAKE AUSTIN BOULEVARD

FIELD NOTES

A DESCRIPTION OF 13.208 ACRES OF LAND SITUATED IN THE
D. J. GILBERT, SURVEY NO. 8, TRAVIS COUNTY, TEXAS,
BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED
FROM GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY
DEED RECORDED IN VOLUME 244, PAGE 77 OF THE DEED RECORDS
OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF LAKE
ADDITION, A SUBDIVISION RECORDED IN VOLUME 137, PAGE 377
OF SAID DEED RECORDS, SAID 13.208 ACRES OF LAND AS SHOWN
ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron pipe found on the south line of Park
Street, a sixty (60) foot right-of-way vacated by City of Austin
Ordinance No. 731213A and recorded in Volume 4820, Page 598 of
said deed records, being on the west line of Enfield Road, being
the most easterly corner hereof;

THENCE along the south line of said Park Street, being the south
line hereof, S 87°44'57" W, 1377.40 feet to a 5/8 inch iron rod
set on the east line of Lake Austin Boulevard;

THENCE along the east line of Lake Austin Boulevard, being the
west line hereof, N 01°54'00" W, 765.94 feet to a 3/4 inch iron
pipe found;

THENCE departing the east line of said Lake Austin Boulevard along
the west line of said Enfield Road the following three (3)
courses:

1. N 87°44'00" E, 148.00 feet to a 5/8 inch iron rod set,
2. S 01°54'00" E, 14.43 feet to a 5/8 inch iron rod set,
and
3. S 80°43'03" E, 1437.00 feet to the POINT OF BEGINNING
containing 13.208 acres of land more or less.

45428

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

14 of 117

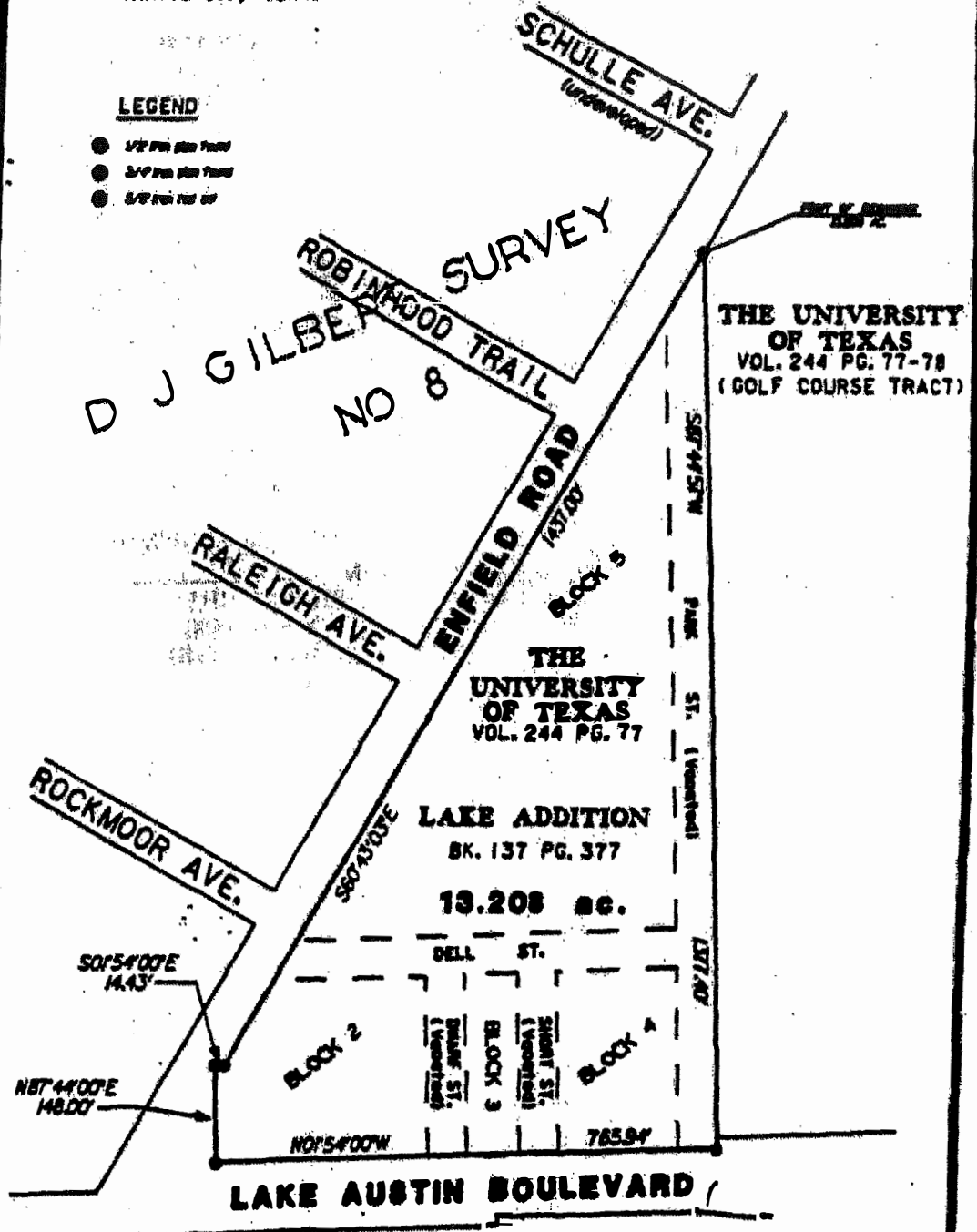
SKETCH TO ACCOMPANY FIELD NOTE NO. 836 - 09



SCALE: 1" = 200'
TRAVIS CO., TEXAS

LEGEND

- 1/2" Iron Pin Found
- 3/4" Iron Pin Found
- 5/8" Iron Pin Set



11414 1597
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

FILED

DATE: MARCH 31, 1988

JOB NO.: 836-0100-01

Lichter/Jameson & Associates, Inc.

CONSULTING ENGINEERING PLANNING SURVEYING

611 BARTON SPRING ROAD, SUITE 200, AUSTIN, TEXAS 78704-1164, 512/476-8888

FILED

APR 12 4 48 PM '91

**DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

RECORDER'S MEMORANDUM

At the time of recordation this instrument was found to be inadequate for the best photograph reproduction, because of illegibility, carbon & photo copy, discolored paper, etc. All blackout additions and changes were present at the time the instrument was filed and recorded.

STEWART TITLE
P.O. BOX 1806
NORTH TX 78767

AFTER RECORDING RETURN TO:
ATTN: KSN

STH Book rec.

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on:

APR 12 1991



[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

**REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS**

Figure 2b:
Ground Lease between LCRA and
The Board of Regents of
The University of Texas
(Park Street Tract Ground Lease Agreement)

PARK STREET TRACT GROUND LEASE

by and between

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
FOR AND ON BEHALF OF THE
UNIVERSITY OF TEXAS AT AUSTIN

LANDLORD

and

THE LOWER COLORADO RIVER AUTHORITY

TENANT

Dated: As of October 29, 1990

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EXHIBITS

Exhibit "A" - Description of Park Street Tract

Exhibit "B" - Shapiro Building Ground Lease

Exhibit "C" - Stillwater Lease

Exhibit "D" - Description of Boat Town Tract

Exhibit "E" - Memorandum of Lease

PARK STREET TRACT GROUND LEASE AGREEMENT

THIS PARK STREET TRACT GROUND LEASE ("Lease"), is made and entered into by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM for and on behalf of THE UNIVERSITY OF TEXAS AT AUSTIN, ("University" or "Landlord"), and the LOWER COLORADO RIVER AUTHORITY, an agency created by the Legislature of the State of Texas ("LCRA" or "Tenant").

RECITALS

A. Park Street Tract. The Landlord is the owner of the Park Street Tract, a portion of the 500 acre gift to Landlord from George W. Brackenridge by deed dated June 17, 1910, of record in Volume 244, Page 77, Travis County Deed Records, said Park Street Tract, containing approximately 13.208 acres, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, known hereafter as ("Park Street Tract" or "Demised Premises").

B. Shapiro Building Ground Lease Amended and Restated. Landlord and Tenant have previously executed a ground lease pertaining to a 3.426 acre portion of the Park Street Tract, said lease known as the "Shapiro Building Ground Lease," the term of said lease being 50 years, commencing on September 1, 1978 and ending September 1, 2028, a copy of said Shapiro Building Ground Lease being attached hereto and incorporated herein for all purposes as Exhibit "B." The parties hereto desire to include the 3.426 acres subject to the Shapiro Ground Lease into the total 13.208 acre Demised Premises under and subject to the terms of this Lease and therefore intend that this Lease be an amendment and restatement of the Shapiro Building Ground Lease.

C. Mansfield Dam Lease Amendment. In consideration for the above-referenced Shapiro Building Ground Lease, Tenant herein did lease to Landlord herein, a certain 49.50 acre tract of land, in Travis County, Texas, located near Mansfield Dam on the north shore of Lake Travis, for the identical term of years, ending September 1, 2028, ("Mansfield Dam Lease"), and prior to the "Commencement Date," said term being defined below in Article 2 of this Lease, the parties to said Mansfield Dam Lease will enter into a lease amendment whereby the lease term of said Mansfield Dam Lease shall be extended to run coterminous with the lease term of the herein described Park Street Tract Ground Lease.

D. Stillwater (Lakeview Cafe) Lease Assignment. Landlord and Tenant recognize that a portion of the Demised Premises, being approximately 33,663 square feet (.773 acre), is presently subject to an outstanding lease agreement between Landlord and Stillwater, Inc., of Austin, Travis County, Texas ("Stillwater Lease"), having

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an initial term from July 1, 1984 through June 30, 1994, and containing an option to extend the lease term for an additional five (5) year term ending on June 30, 1999. Section 1.2 below contains a contingent assignment of the Stillwater Lease from Landlord to Tenant effective upon the Commencement Date of this Lease.

E. Shared Parking Agreement. Landlord and Tenant acknowledge that a portion of the consideration for this Park Street Tract Ground Lease and Tenant's right to use the Demised Premises under the terms of this Lease, is subject to Tenant's agreement to and performance in accordance with the terms of a shared parking agreement, set forth in Article 9 below ("Shared Parking Agreement") effective on the Commencement Date of this Lease.

F. Brackenridge Development Agreement. The Park Street Tract, described in Exhibit "A," is subject to the terms and conditions of the Brackenridge Development Agreement, an Intergovernmental Agreement between the City of Austin and the Board of Regents of the University of Texas System, the effective date of said Agreement being May 25, 1989, said Agreement being recorded at Volume 10968, Page 0386, Deed Records, Travis County, Texas. A copy of said Agreement has been provided to the Tenant by the Landlord. The parties agree that the provisions of the Brackenridge Development Agreement exempt development for "State Purposes"; however, prior to the Commencement Date of this Lease, the parties shall execute a letter agreement regarding which provisions of the Brackenridge Development Agreement will be applicable to the Demised Premises when used for state purposes by LCRA, an agency of the State of Texas.

G. Termination of Existing Leases. Landlord and Tenant recognize and acknowledge that a 3.1 acre portion of the Park Street Tract is presently subject to a Lease Agreement between Landlord and West Austin Youth Association. The provisions of said lease provide for a sixty (60) day termination notice, so long as said notice shall not be given so that the effective date of termination falls during the period from March 1st to July 15th of the year of termination. It is further acknowledged by the parties that a 3.3 acre portion of the Park Street Tract is presently under another Lease Agreement, said Lease being a month-to-month lease and being terminable upon ninety (90) days notice. Landlord does agree that prior to the Commencement Date of this Park Street Tract Ground Lease, Landlord will take requisite steps to cancel both above mentioned leases and obtain possession of both above described portions of the Park Street Tract. Tenant shall have possession of the Demised Premises at the Commencement Date subject only to the Stillwater Lease, which will be contingently assigned to Tenant as of the Commencement Date under the terms set forth below in Section 1.2.

ARTICLE 1
LEASE GRANT, CONTINGENT ASSIGNMENT AND LEASE AMENDMENT

Section 1.1 Lease Grant. Landlord, in consideration of the rents, covenants, agreements and conditions herein set forth, which Tenant hereby agrees shall be paid, kept, and performed, does hereby lease unto Tenant, and Tenant does hereby rent and lease under the terms set forth below, from Landlord, the Demised Premises described on Exhibit "A", attached hereto together with all of Landlord's rights, interest, estates, and appurtenances thereto, and all improvements thereon.

Section 1.2 Contingent Assignment of Stillwater Lease. Landlord and Tenant hereby recognize and acknowledge that this Lease of the Demised Premises is subject to the terms of the Stillwater Lease, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "C". Effective as of the Commencement Date of this Lease, Landlord contingently assigns to Tenant ("Contingent Assignment") all Landlord's right, title and interest in and to the Stillwater Lease Agreement, said Contingent Assignment to become a complete and final assignment of all Landlord's right, title, and interest upon, but not before, the happening of the earlier of either of the following contingencies:

- a. Upon the expiration of the extended term of the Stillwater Lease on June 30, 1999; or
- b. Upon the expiration of the initial term of the Stillwater Lease, on June 30, 1994, if the then tenant fails to exercise the option to extend, and Tenant pays to ~~Landlord the sum of Four Hundred Seventy Thousand and~~ No/100 Dollars (\$470,000.00) cash.

* Subject to Tenant's option at the end of the initial term described above, the Landlord shall be entitled to re-lease the Stillwater Lease premises if they become vacant during the initial term or the extended term but shall lease the premises for purposes not in conflict with Tenant's use of the remainder of the Park Street Tract. Without prior written consent of Tenant, Landlord shall not extend the terms or make substantial modifications in the Stillwater Lease and no major alteration or expansion of the facilities may be made by Landlord and the tenant under said Lease.

Throughout the term of the Stillwater Lease, Landlord agrees to exercise Landlord's authority under the terms of the Stillwater Lease to enhance and encourage the cooperation of the Stillwater tenant with the Tenant hereunder in arranging for mutually desirable parking arrangements to serve the needs of both tenants.

Upon the complete and final assignment of said Stillwater Lease, Tenant shall take immediate and exclusive possession of the premises covered by the Stillwater Lease, and said premises shall

be subject to the terms of this Park Street Tract Ground Lease. After taking exclusive possession of said premises, Tenant shall have the sole authority to demolish or otherwise dispose of any existing improvements, including buildings, structures or other improvements, personal and real, remaining on the premises, including the authority to destroy and demolish said improvements without any obligations to Landlord in regard thereto.

Until such time as this assignment is complete and final, Landlord shall continue to possess and exercise all right, title and interest of landlord under the terms of the Stillwater Lease, and shall be entitled to lease said premises to other tenants for a term not to extend beyond June 30, 1999 if the premises become vacant for any reason, except that at the end of the initial term, if the existing tenant fails to extend the lease term, then Tenant herein shall be entitled to complete the requirements set forth above in order to satisfy the contingency making this a final and complete assignment of Stillwater Lease. All other terms of this Park Street Tract Ground Lease including the dispute resolution provisions provided in Article 17, shall be applicable to this Contingent Assignment of The Stillwater Lease.

Section 1.3 Shapiro Building Ground Lease Amended and Restated. The parties acknowledge that the terms of this Lease constitute the new amended and restated terms of the Shapiro Building Ground Lease, a copy being attached as Exhibit B, and upon the Commencement Date, henceforth the property subject to said Shapiro Building Ground Lease shall be subject to the terms of this Lease.

~~Section 1.4 Habendum.~~ TO HAVE AND TO HOLD the Demised Premises, together with all and singular the rights, privileges, and appurtenances thereunto attaching or in any wise belonging, exclusively unto Tenant, its successors and assigns, for the term set forth in Article 2, subject to termination as herein provided and subject to and in accordance with the above and below referenced covenants, agreements, terms, provisions and limitations.

ARTICLE 2 TERM AND OPTION TO EXTEND

Section 2.1 Effective Date and Term. The effective date ("Effective Date") of this lease shall be the date upon which the last party to the Lease executes the Lease, but not later than November 1, 1990. The lease term ("Lease Term") of this Lease and Tenant's right to possession of the Demised Premises shall begin on the Commencement Date described below and shall expire on a date which is sixty (60) years from the date of said Commencement Date.

Section 2.2 Option to Extend. If Tenant provides Landlord written notice of its desire to extend the Lease Term at least

three (3) years but not more than six (6) years prior to the expiration of the sixty (60) year term, then Landlord and Tenant agree to negotiate in good faith to extend the term of this Lease. However, Tenant's option to extend is subject to the long-term expansion plans of the Landlord for use of the Demised Premises by The University of Texas System.

Section 2.3 Commencement Date Performance. The Lease Term of this Lease shall commence upon the completion of the following performance by the parties to this Lease ("Commencement Date"). Commencement Date shall be no later than April 15, 1991, unless otherwise extended by the provisions of Section 2.4. The parties agree to use reasonable diligence to fully perform the below-described tasks, some of which are set out in greater detail above in the Recital section of this Lease, prior to the Commencement Date. If, after reasonable diligence, a party is unable to timely perform these prerequisites for the Commencement Date, then this Lease Agreement shall be null and void, and the parties shall have no further obligations to each other.

A. Performance by Landlord:

1. Execute and deliver the Mansfield Dam Lease Amendment extending the term of said Lease to run coterminous with this Lease Term.
2. Execute and deliver the Brackenridge Development Agreement Letter.
3. Prepare and deliver a survey of the Demised Premises that ~~is certified as to the Tenant.~~
4. Provide, prepare, and deliver a Phase 1 Environmental Site Assessment of the Demised Premises.
5. Terminate lease and regain possession of the West Austin Youth Association 3.1 acre portion of the Park Street Tract.
6. Terminate lease and regain possession of the 3.3 acre portion of the Park Street Tract.
7. Provide a title insurance commitment to Tenant within ten (10) days following the Effective Date and provide and pay for a Leasehold Title Insurance Policy pertaining to the Park Street Tract Ground Lease at the Commencement Date.
8. Execute letter with agreed Lease Commencement and expiration dates, and acknowledgement of full and satisfactory performance by all parties under the terms of this Section 2.3.

9. Completion of a mutually acceptable Site Development Plan.

B. Performance by Tenant.

1. Execute and deliver the Mansfield Dam Lease Amendment extending the term of said Lease to run coterminous with this Lease Term.
2. Execute and deliver the Brackenridge Development Agreement Letter.
3. Execute letter with agreed Lease Commencement and expiration dates; acknowledgement of full performance by all parties under the terms of this Section 2.3.; and acceptance of all exceptions shown on the title commitment and the condition of the Demised Premises shown on the Environmental Site Assessment.
4. Completion of a mutually acceptable Site Development Plan.

Section 2.4 Site Development Plan. Tenant agrees to submit to Landlord, on or before February 18, 1991, a Site Development Plan prepared pursuant to Article III of the Brackenridge Development Agreement. Landlord shall, on or before March 18, 1991, notify Tenant of Landlord's approval or disapproval of said Plan. If Landlord disapproves said Plan, Landlord shall provide Tenant with its reasons for such disapproval. The parties agree that, if Tenant's initial Site Development Plan is disapproved by Landlord, ~~the Commencement Date shall be extended to May 1, 1991.~~ In the event that Tenant's initial Site Development Plan is disapproved by Landlord, Tenant shall, on or before April 1, 1991, submit a revised Site Development Plan to Landlord, and Landlord shall, on or before April 8, 1991, either approve or disapprove Tenant's revised Site Development Plan. If Landlord is still unable to approve said Plan, then the parties agree to further extend the Commencement Date to a mutually acceptable date but if the parties are unable to agree upon mutually acceptable Site Development Plans prior to August 1, 1991, then this Agreement shall be null and void and parties shall have no further obligations to each other.

**ARTICLE 3
RENT**

Section 3.1. Landlord reserves and Tenant covenants to pay to Landlord without demand and without any set-off or deduction whatsoever, on the Commencement Date, rent for the Demised Premises for the entire sixty (60) year Lease Term in cash in the total amount of Three Million Five Hundred Eighty-Six Thousand Five Hundred Twenty-Nine and No/100 Dollars (\$3,586,529.00).

Section 3.2 Net Lease. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord absolutely net rent for the term of this Lease. Landlord shall be entitled to reimbursement as additional rents ("Additional Rents") any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off except as otherwise expressly provided herein.

Section 3.3 Additional Payments. All other payments provided for under this Lease shall constitute Additional Rent payable hereunder with the same effect as if the same were the rent reserved and provided for herein, and, in the event of the non-payment by Tenant of any such other payments when due according to the terms of this Lease, Landlord shall have the same rights and remedies in respect thereof as Landlord shall have in respect of the rent herein reserved.

Section 3.4 Relationship of Landlord and Tenant. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise, or joint venturer, or member of a joint enterprise with Tenant.

ARTICLE 4 TAXES AND ASSESSMENTS

Section 4.1 Payment of Taxes by Tenant. During the entire term of this Lease and any extension, Tenant agrees to pay and discharge all taxes, licenses, gas, electricity, water, water meter, sewer charges, utility expansion charges, standby charges, rubbish and garbage removal charges, assessments and levies of every kind and character, whether general, special, ordinary or extraordinary, foreseen or unforeseen, which may be taxed, charged, assessed, levied or imposed upon or against the Demised Premises, the leasehold estate hereby created, upon any building or improvements thereon or later built thereon or additions thereto which may arise out of the use and operation of the Demised Premises, including any taxes levied upon or measured by the rent or gross receipts paid to Landlord under this Lease. Subject to the provisions of this Article 4, if requested by Landlord, Tenant will furnish to Landlord, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord, evidencing the payment of such taxes, charges or assessments or evidence of exemption therefrom. Nothing in this Lease requires Tenant to pay (i) municipal, state or federal income or excise taxes assessed against Landlord, (ii) municipal, state or federal capital levy, gift, estate, succession, inheritance or transfer taxes of Landlord, (iii) corporation excess profits or franchise taxes imposed upon any corporate owner of the fee of the Premises. Nothing stated in the preceding sentence shall be construed as an acknowledgement or concession that the Board of Regents of The University of Texas System is liable for any such taxes.

Section 4.2 Contest of Tax. Tenant may contest in good faith and with due diligence by appropriate proceedings at its own expense any such tax, assessment, water, water meter, or sewer charge or similar item, provided that Tenant shall first have paid such item or, if the payment of such items is to be postponed during the contest, and this Lease has been assigned pursuant to Articles 12, Tenant shall, upon Landlord's request, furnish Landlord with a bond of a surety company or other security reasonably satisfactory to Landlord, or deposit with a bank or trust company in Austin, Texas an amount equal to the item so contested, together with such additional sums as may reasonably be required to pay interest or penalties which may accrue on any such items. Anything to the contrary herein notwithstanding, Tenant shall pay all such contested items before the time when the Demised Premises or any part thereof might be forfeited or sold to any entity including the State as a result of non-payment; and the aforementioned surety bond or deposit shall be conditioned to pay the same in a timely manner to avoid such sale or forfeiture in the event of Tenant's failure to do so.

Section 4.3 Tax Assessment of Improvements. Tenant shall cause the improvements on the Demised Premises to be assessed in its own name and shall bring in its own name any proceedings referred to in Section 4.2 above, provided that Landlord shall join in any such proceedings and hereby agrees that the same may be brought in its name, if the provisions of any law, rule or regulations at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord or any owner of the Demised Premises. Tenant shall indemnify and save Landlord harmless from any costs, expenses or liability (including ~~reasonable fees to attorneys~~) ~~to the extent allowed by law~~ incurred in connection with any such proceeding.

Section 4.4 Property Tax Exemption. Tenant agrees that it will claim exemption from the imposition of ad valorem property taxes on any improvements on or leasehold interest in the Demised Premises by reason of the fact that it is an agency of the State of Texas and join with Landlord to secure an exemption from taxation for both the leasehold estate and the fee interest.

ARTICLE 5 USE OF PREMISES

Section 5.1 Use of Premises and Compliance with Regulations Under the Brackenridge Development Agreement. The Demised Premises may be used during the Lease Term and any extension for office buildings along with such allied enterprises as shall enhance the value of the improvements for the location of the central headquarters of the Tenant (such as access roads, employee recreational facilities, and parking facilities). The Demised Premises may not be used for processing, storage, or disposal of hazardous substances or solid wastes. As agreed by the parties in

the Brackenridge Development Agreement Letter, Tenant shall comply with the terms of Article 3 of the Brackenridge Development Agreement pertaining to preparation, submittal, and approval of a site development plan for improvements to be constructed on the Demised Premises. Any improvements to be constructed on the Demised Premises shall be in accordance with the negotiated development regulations found in Section 7.2, Pages 84-85 of the Brackenridge Development Agreement. Tenant shall further comply with all other provisions of the Brackenridge Development Agreement as set forth in the Brackenridge Development Agreement Letter executed by the parties hereto prior to the Commencement Date of this Lease Agreement.

Section 5.2 Contest of Regulations. Tenant may, at the Tenant's expense, contest the validity or application of any such law, ordinance, regulation, order or requirement, provided Tenant agrees to indemnify Landlord, to the extent allowed by law, against the cost thereof, and against all liability for any damages, interest, penalties and expense (including reasonable fees to attorneys) resulting from such contest or non-compliance.

Section 5.3 Insurance. Landlord shall be included as an additional insured in any general liability insurance policy in effect and covering the Demised Premises.

ARTICLE 6 IMPROVEMENTS

Section 6.1 Modifications or Additions to Existing Improvements. The Demised Premises are currently improved with an ~~office building known as the Shapiro Office Building leased to~~ Tenant under a 1978 lease, said lease being amended and restated herein. Tenant intends to construct additional improvements on the Demised Premises, alter the existing improvements, or demolish portions of such improvements and replace them with different improvements (consistent with the use restrictions in Article 5) pursuant to the provisions set forth in this Article. When Tenant desires to construct one or more new buildings, make one or more major additions to the existing buildings, demolish and rebuild one or more existing buildings (or major parts thereof), or make major changes in the site, the Tenant shall comply with the provisions of Article 6.2 and other pertinent provisions of this Lease. The parties recognize that Tenant will likely make significant changes including, but not limited to, construction, rebuilding and demolition of the improvements during the term of the Lease in order to get two (2) "building lives" during the Lease Term.

Section 6.2 Construction of Improvements. Tenant covenants that the design and construction of any improvements or modification of any improvements on the Demised Premises shall be in accordance with the laws and ordinances of all governmental and public authorities having jurisdiction, the terms and provisions of

the Brackenridge Development Agreement as agreed by the parties and set forth in the Brackenridge Development Agreement Letter. Tenant covenants to pay or cause to be paid all costs, expenses and liabilities of such construction, and to keep the Demised Premises free and clear of all liens in any way arising out of or connected with the construction of the improvements.

Section 6.3 Construction Period Insurance. Landlord shall be an additional named insured on any insurance policies related to the construction of improvements on the Demised Premises.

Section 6.4 Ownership of Improvements. The parties hereto agree that ownership of all presently existing improvements and all fixtures and equipment installed therein, and all alterations and improvements thereto and replacements thereof, shall be and remain in Tenant during the Lease Term and any extensions of this Lease. The parties hereto further agree that upon expiration of the Lease Term and any extensions of the Lease or any earlier termination of this Lease, ownership of all improvements made or owned by Tenant, shall automatically vest in Landlord free and clear of any liens or encumbrances, without the execution of any further instruments and without any payment therefor by Landlord. Tenant shall, on demand, execute any further assurance of title and ownership to the improvements as Landlord may request. However, all personal property that can be removed without structural injury to any buildings and improvements and all trade fixtures shall remain the property of Tenant, as the case may be, and may be removed from the Demised Premises.

Section 6.5 Demolition and Reconstruction. The provisions of ~~this Article shall apply to the subsequent demolition of existing~~ improvements, any additional construction, or any structure thereafter erected on the Demised Premises and to the construction of any new structure to be erected in replacement thereof.

ARTICLE 7 DEVELOPMENT COOPERATION

Section 7.1 If requested by Tenant, Landlord will cooperate with Tenant in obtaining any necessary plan approvals, utilities, and building permits. Tenant may request that Landlord cooperate with Tenant in obtaining any site development plan approvals or subdivision or platting changes, including dedication of appropriate streets, rights-of-way, easements and common areas, if needed for additional improvements or modifications to existing improvements. Landlord will also cooperate in obtaining reconfigurations of the Park Street Tract if requested by Tenant. Such requests will not be unreasonably denied or delayed. Landlord will, where required by the applicable regulatory body, join in any and all applications for such approvals or permits; however, Landlord shall not be required to incur any personal liability in connection with the obtaining of any such approvals or permits.

Landlord will join with Tenant in granting to public entities or public service corporations, where reasonably required for serving the Demised Premises, rights-of-way or easements on or over the Demised Premises for telephone, electricity, natural gas, water, sanitary or storm sewers and for other utilities and municipal or special district services. The rental otherwise payable to Landlord by Tenant as provided in this Lease will not abate or be reduced because of dedication of any portion of the Demised Premises or grants of easements as provided by this section.

ARTICLE 8 MAINTENANCE AND REPAIR

Section 8.1 Except as provided to the contrary in Section 1.2 and Articles 6 and 10, Tenant shall at its sole cost and expense keep and maintain the Demised Premises and buildings, improvements and related facilities heretofore or hereafter constructed thereon, including landscaping, sidewalks, driveways and parking areas, in good and sanitary order, condition and repair and shall suffer no waste with respect thereto. Landlord agrees to pay for its pro-rata share of the maintenance and repair costs of the parking spaces in accordance with the terms and conditions of the Shared Parking Agreement described below in Article 9. Tenant shall at its sole cost and expense comply with any legally applicable requirements of local, municipal and state authorities now in force or which may hereafter be in force, pertaining to the Demised Premises. Subject to any contrary provisions of Section 1.2 and Articles 6 and 10, at the termination of this Lease, whether at the expiration of the term and any extension or earlier, the Demised Premises and all improvements shall be left broom-clean and in good ~~condition, normal wear and tear excepted.~~

ARTICLE 9 SHARED PARKING AGREEMENT

Section 9.1 Shared Parking. On the Commencement Date of this Lease Agreement the terms of this Article 9 shall constitute a Shared Parking Agreement binding on the parties to this Lease and constituting partial consideration for this Park Street Tract Ground Lease as well as mutual consideration for the performances by each party under the terms of this Article 9. Parking privileges under this Shared Parking Agreement shall benefit Landlord and Landlord's employees, agents, customers, guests, visitors, invitees, licensees, tenants, subtenants, and concessionaires, in connection with their use, lease, or development of the real property known as Boat Town Tract, described in Exhibit "D" attached hereto and incorporated herein for all purposes and in connection with their use, development and lease of other real properties belonging to Landlord located within one-half mile of the Demised Premises ("Benefitted Parties").

Section 9.2 Parking Arrangements. Subject to the provisions contained in Section 9.3 below, Tenant hereby grants to Landlord for the use and benefit of Landlord and other Benefitted Parties, the right of vehicular and pedestrian ingress and egress over, access to, and utilization of the Demised Premises for two hundred twenty (220) surface parking spaces, on a nonexclusive basis, in the Tenant's parking areas adjacent or closest to Lake Austin Boulevard. Landlord shall have the right to request up to two hundred twenty (220) parking spaces in such increments as determined by Landlord to fulfill Landlord's or Benefitted Parties' parking needs. Access to said parking spaces shall be provided during business hours of Landlord and all Benefitted Parties. Business hours of Benefitted Parties or Landlord may be at any time, day or night.

Section 9.3 Notice of Request. Landlord and Tenant acknowledge that Landlord and Benefitted Parties have sufficient parking for their current usages. In the event Landlord determines, in its good faith judgment, that the commercial development of the Boat Town Tract and other real properties owned by Landlord within half a mile of the Demised Premises results in or will cause a need for all or part of the two hundred twenty (220) parking spaces to be provided under Section 9.2, then Landlord shall give to Tenant at least one hundred eighty (180) days' written notice requesting Tenant to make such spaces available. Tenant shall have the option to either provide all or a portion of such spaces out of then existing parking areas on the Demised Premises or to construct at its own expense new surface parking spaces in order to fulfill this Lease obligation. If Tenant elects to allocate existing parking spaces, Tenant will have ~~the obligation to demonstrate to Landlord that sufficient shared~~ parking capacity exists.

Section 9.4 Maintenance Repair and Parking Fee. During the entire term of this Lease Agreement, Tenant shall maintain the parking areas and all roadways, driveways and sidewalks now or hereafter constructed on the Park Street Tract, provided, however, that Landlord shall pay quarterly to Tenant within thirty (30) days after receipt of an invoice, Landlord's prorata share of all maintenance costs incurred during the prior calendar quarter (or during such shorter period in the event less than a calendar quarter has lapsed) for the maintenance of all parking areas and all roadways, driveways and sidewalks now or hereafter located on the Park Street Tract. For the purposes of this Section 9.4, Landlord's prorata share shall be based upon the ratio of the number of parking spaces provided to Landlord hereunder as said number relates to the total number of parking spaces on the Demised Premises, including all parking spaces located in parking garages or underneath buildings. Maintenance is defined as (i) cleaning and sweeping a parking area; (ii) restripping of parking spaces; (iii) watering, mowing, pruning, pest control and fertilizing of trees, shrubs, flowers or grass within the defined boundary of the

parking areas; (iv) electricity used in parking area lighting; (v) parking area security; (vi) repaving, if necessary, but not the initial paving or construction of parking area surfaces.

If Landlord desires to use more than two hundred twenty (220) spaces hereunder, Tenant may, but shall not be obligated to, provide such additional parking places, and any such spaces shall be provided only on "as available" basis in the Tenant's good faith judgment. In the event Landlord and Tenant agree to said additional parking, then a fee for said additional parking spaces shall be paid by Landlord equal to the then current fair market value for parking fees in Austin, Texas. The maintenance costs required to be paid by Landlord hereunder and any additional parking fees provided above are referred to herein as the "Parking Fees." Any disputes concerning fair market rate for parking fees shall be resolved pursuant to Article 17 herein.

Section 9.5 Rules and Regulations. Landlord and Benefitted Parties shall comply with all policies, rules and regulations of Tenant for the parking areas of the Demised Premises (the "Rules and Regulations"), if any, from time to time in effect to the extent said Rules and Regulations are not inconsistent with any provisions of this Lease nor otherwise materially diminish any right granted to Landlord and Benefitted Parties or any obligations imposed upon Tenant hereunder, and to the extent said Rules and Regulations do not discriminate against the Landlord and/or Benefitted Parties, on their face or in their application. Written notice of the institution of or any changes or amendments to the Rules and Regulations shall be mailed or delivered by Tenant to Landlord and any other Benefitted Parties whose names and addresses have been provided to Tenant in writing.

Section 9.6 Shared Parking Enforcement. In the event that the Landlord can demonstrate that the required number of parking spaces has not routinely been made available for use by the Landlord and Benefitted Parties, then Landlord shall have the right, at its expense, to designate such spaces for use by Landlord or Benefitted Parties by means of parking bumper numbering, printed designations and/or additional signage. Any disputes regarding this provision may be resolved pursuant to Article 17 herein.

ARTICLE 10 DESTRUCTION/DAMAGE

Section 10.1 If any building or improvement heretofore and hereafter erected upon the Demised Premises during the term of this Lease shall be destroyed or damaged in whole or in part, this Lease shall continue in full force and effect. If the damage or loss is less than \$200,000.00, Tenant agrees, at its own cost and expense, to promptly repair, replace and rebuild the same, at least to the extent of the value and as nearly as practicable to the character of the building or improvements existing immediately prior to such

occurrence. If the damage or loss is \$200,000.00 or greater, then Tenant may choose not to repair, replace, or rebuild the building or improvement. In the event that Tenant chooses not to repair, replace, or rebuild, Tenant agrees to restore that portion of the Demised Premises to a condition consistent with and aesthetically compatible to uses made of properties adjacent to the Demised Premises. If the damage or loss does exceed \$200,000.00, and Tenant chooses to repair said building or improvement, such repairs shall be in accordance with the following terms and conditions. The \$200,000.00 figure used in this Article 10 shall be adjusted using the Consumer Price Index (CPI) - All Urban Consumers - All Items (CPI-U) (Base Year - 1990) published by the United States Department of Labor, Bureau of Labor Statistics for the month next following said destruction or damage to reflect changes in value of the dollar since the Commencement Date of this Lease. Should the CPI-U cease to be published, Landlord and Tenant shall select some other price index which is the index being published at the time of selection which bears the closest resemblance to said CPI-U for the purpose of making the adjustments provided herein. Said adjustments shall never be downward.

a. Before commencing any such work, any plans and specifications required by law shall be filed with and approved by any municipal or other governmental authorities having jurisdiction thereof and shall comply with the relevant terms of the Brackenridge Development Agreement and a firm estimate for the cost of such repairs or restoration shall be obtained.

b. Such work shall be commenced within ninety (90) days after the necessary governmental approvals have been obtained, and ~~such work shall be completed within a reasonable time, subject to~~ force majeure, free and clear of all liens and encumbrances and in accordance with the plans and specifications. Landlord shall be an additional named insured on any insurance policies related to the construction and repair of the improvements on the Demised Premises.

Section 10.2 Except as to default under other Sections hereof, this Lease shall not terminate nor be affected in any manner by reason of the destruction or damage in whole or in part of any building or buildings or improvements now or hereafter standing or erected on the Demised Premises or by reason of the untenability of the Demised Premises or of any such buildings or improvements, and the rent reserved in this Lease as well as all other charges payable hereunder, shall be paid by the Tenant in accordance with the terms, covenants and conditions of this Lease, without abatement or reduction.

Section 10.3 Notwithstanding the provisions of Sections 10.1 through 10.2, if any loss takes place within the last five years of the term of this Lease or any extension, Tenant may terminate this Lease as to such portion of the Demised Premises by giving written

notice to Landlord within 15 days of each loss. Tenant must, however, comply with the provisions of 10.1 in that any improvements located on the Demised Premises must be demolished or restored to a condition compatible with surrounding usage and may not be left partially or wholly destroyed, no matter how much or how little time remains in the Lease Term, provided however, that nothing herein shall be construed to require Tenant to restore any improvements to a quality or grade of construction or condition greater than that existing prior to such destruction or damage. If Tenant fails to comply with this term, Landlord may perform Tenant's obligations hereunder and charge said expenses to Tenant as additional rental under the terms of this Lease.

ARTICLE 11 CONDEMNATION

Section 11.01. Total Taking. Should the entire Demised Premises be taken (which term, as used in this Article 11, shall include any conveyance in avoidance or settlement of eminent domain, condemnation, or other similar proceedings) by any Governmental Authority, corporation, or other entity under the right of eminent domain, condemnation, or similar right, then Tenant's right of possession under this Lease shall terminate as of the date of taking possession by the condemning authority, and the award therefore will be distributed as follows: (i) first, to the payment of all reasonable fees and expenses incurred in collecting the award; and (ii) second, the balance of the award shall be equitably apportioned between Landlord and Tenant, based on the then respective fair market values of Landlord's interest in the Premises (appraised by reference to all relevant factors and the then present value of Landlord's reversionary interest in the entire Premises after expiration of the Lease) and Tenant's interest in the Premises (appraised by reference to all relevant factors including the value of the use of the Premises for the remainder of the Lease Term) with any award to Tenant payable to Tenant. If Landlord and Tenant are unable to agree on the respective fair market values of their interests in the Demised Premises, then the matter shall be submitted to arbitration as provided in Article 17. After the determination and distribution of the condemnation award as herein provided, the Lease shall terminate.

Section 11.02. Partial Taking. Should a portion of the Demised Premises be taken by any Governmental Authority, corporation, or other entity under the right of eminent domain, condemnation, or similar right, this Lease shall nevertheless continue in effect as to the remainder of the Premises unless, in Tenant's reasonable judgment, so much of the Premises shall be so taken as to make it economically unsound to use the remainder for the uses and purposes contemplated hereby, whereupon this Lease shall terminate as of the date of taking of possession by the condemning authority in the same manner as if the whole of the

Premises had thus been taken, and the award therefor shall be distributed as provided in Section 11.01.

Section 11.03. Award on Partial Taking. In the event of a partial taking where this Lease is not terminated, and as a result thereof Tenant will need to restore, repair, or refurbish the remainder of the Premises in order to put them in a usable condition, then (a) the award shall first be apportioned as provided in Section 11.01, considering the respective interests of Landlord and Tenant in the portion of the Premises taken, (b) the portion allocable to Landlord shall be paid to Landlord, and (c) the portion of the award payable to Tenant shall be paid to Tenant. If a portion of the Premises is taken and no repair or restoration work is required because thereof, the award therefor shall be apportioned as provided in Section 11.01, considering the respective interests of Landlord and Tenant in the portion of the Premises taken.

Section 11.04. Dedication of Right-of-Way and Other Requirements of the Brackenridge Development Agreement. The Landlord shall have the right to cooperate and dedicate without compensation to either Landlord or Tenant certain right-of-ways such as a right-of-way for widening Lake Austin Boulevard, as anticipated and stated in the Brackenridge Development Agreement.

ARTICLE 12 ASSIGNMENT AND SUBLETTING

Section 12.1 Assignment. Tenant may assign this Lease, with Landlord's written consent, which consent shall not be unreasonably withheld. ~~The only partial assignments covered under Section 12.1(a) and Section 12.1(b) refer to complete buildings. A survey of any partial assignment must be completed and delivered to Landlord prior to its effectiveness. No assignment shall affect Landlord's parking rights as set forth in Article 9 above. Notwithstanding the foregoing, Landlord's consent shall not be required if:~~

(a) Tenant's assignee is a governmental agency or political subdivision of this State; or

(b) (1) Tenant's need for the improvements on the Demised Premises has been reduced as a result of legislation or decisions of Tenant's management thus causing a reduction in staff located at Tenant's Headquarters, and thus causing Tenant to no longer be able to use all or one or more full office buildings located on the Demised Premises; and

(b) (2) The uses to be made of the Demised Premises being assigned are compatible with Tenant's existing uses of the Demised Premises, provided however, if the assignee is not an agency or political subdivision of the State of Texas, then Articles 4, 5, 6,

7, 8, 10, 12, and 14 of this Lease will be subject to amendments satisfactory to Landlord so that Landlord may avail itself of protections from liability and other concerns normally associated with leases with private parties. Further, all the terms of the Brackenridge Development Agreement shall be fully applicable to said assignee's use and development of the Demised Premises, and such assignee shall have the financial strength and general reputation as may be satisfactory to Landlord.

Section 12.2 Procedure for Assignment. No such assignment shall be binding on the Landlord until it has received a duplicate original of such assignment, duly executed by the assignee and in form and containing terms approved by the Landlord as set forth above in Section 12.1. Except for assignments in compliance with Section 12.1(a) or Section 12.1(b)(1) and (b)(2), Tenant shall remain fully liable on this Lease unless Landlord consents to said release. No assignment shall be complete until Landlord has received an instrument duly executed by the assignee and in form for recording in the Travis County Deed Records, by which the assignee agrees to attorn to Landlord and to assume all obligations of Tenant to perform from and after the Effective Date of the assignment, all terms, covenants, and conditions of this Lease. As to assignments under Section 12.1(a) or Section 12.1(b)(1) and (b)(2) above, after receipt of the above described instruments of assignment, attornment and assumption from assignee to Landlord, Tenant will be discharged from any liabilities under this Lease arising thereafter, but not from liabilities, if any, which had accrued prior to said assignment, attornment and assumption.

Section 12.3 Subleasing. Subject to Landlord's written ~~consent, which consent may not be unreasonably withheld or delayed,~~ Tenant may sublease a portion of the Demised Premises, provided however, the uses to be made by any Sublessee shall be compatible with Tenant's use of the Demised Premises and the uses authorized in the Brackenridge Development Agreement. Tenant shall not be released from any liability under the Lease by subleasing the Demised Premises.

Section 12.4 Sale or Assignment by Landlord. Landlord shall have the right to sell, assign, or encumber the Demised Premises, subject to this Lease and subject to Tenant's right of first refusal.

Section 12.5 Landlord's Right of First Refusal. Prior to Tenant's assigning this Lease in its entirety or with respect to any complete building or improvement, Landlord shall have the exclusive right and option to acquire Tenant's Lease or partial Lease of the Demised Premises or any complete building or improvement thereon, under the same terms and conditions that the Demised Premises or complete building or conditions under which the Lease or partial Lease of improvement would have been assigned otherwise. Tenant agrees to provide Landlord with written notice

and all relevant data regarding any proposed assignment. Landlord may exercise this option by providing Tenant with written notice within thirty (30) days after receipt of Tenant's written notice of proposed assignment. If Landlord fails to exercise this option within the above-stated time period, then this option and Landlord's rights thereunder pertaining to that assignment shall automatically and unconditionally terminate without notice as to said assignment to the proposed assignee and under the same terms communicated to Landlord. If assignment is not so completed, then Landlord's right of first refusal shall continue to apply to the property subject to the proposed assignment.

Section 12.6 Tenant's Right of First Refusal. Prior to Landlord selling its interest, the Demised Premises or any part thereof containing a complete building or improvements, Tenant shall have the exclusive right and option to purchase the Demised Premises or any part thereof under the same terms and conditions that the Demised Premises or any part thereof would be sold to a third party. Landlord agrees to provide the Tenant with written notice of any proposed sale. Tenant may exercise this option by providing the Landlord with written notice within thirty (30) days after receipt of Landlord's written notice of proposed sale. If Tenant fails to exercise this option as to the proposed sale within the above-stated time, then this option and Tenant's rights pertaining to said sale shall automatically and unconditionally terminate as to the sale to the proposed buyer under the terms communicated to Tenant. If the property subject to the proposed sale is not so sold, then Tenant's right of first refusal shall continue to apply to said property.

ARTICLE 13
DEFAULT AND REMEDIES

Section 13.1 Events of Default. The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any Additional Rent hereby reserved as and when the same shall become due and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant except that no event of default shall be deemed to exist with respect to the performance of work required to be performed, or of acts to be done, or of conditions to be remedied, if steps shall, in good faith, have been commenced immediately after notice to rectify the same and shall be prosecuted to completion with diligence and continuity.

(c) Tenant shall be adjudicated insolvent, or shall make an assignment for the benefit of creditors, and shall not cure such default within thirty (30) days after written notice thereof to Tenant.

Section 13.2 Remedies. Upon the occurrence of any of the events of default specified in section 13.1 Landlord shall have the option to pursue any legal remedy in law or equity available and additionally to pursue one or more of the following remedies without any further notice or demand whatsoever:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Additional Rent, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises, or any part by appropriate legal proceedings without being liable for prosecution or any claim for damages therefor.

(b) Enter upon the Demised Premises without being liable for prosecution or any claim for damages therefor and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. No such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, shall relieve ~~Tenant of its liability and obligation under this Lease.~~

Section 13.3 If this Lease be terminated in any manner whatsoever, Tenant covenants and agrees that the Demised Premises shall be in the same condition as that in which Tenant has agreed to surrender them to Landlord at the expiration of the term hereof; that Tenant, on or before the occurrence of any such event shall perform any covenant contained in this Lease for the making of any improvement, alteration or betterment to the Demised Premises, or for restoring or rebuilding any part thereof. For the breach of any covenant above stated in this Lease, Landlord shall be entitled to recover and Tenant shall pay upon demand the cost of performing such covenant.

Section 13.4 No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violations or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute any waiver of such default.

Section 13.5 Default of Landlord; Remedies of Tenant.

A. Landlord will be in default upon the failure of Landlord:

(1) To pay or perform, within 30 days after written notice from Tenant, any obligation of Landlord as provided in this Lease which can be performed within

(2) Either the 30-day period; or

(a) to begin to perform, within 30 days after notice from Tenant, any other obligation of Landlord as provided in this Lease which by the nature of the Lease cannot be performed within 30 days; or

(b) to complete correcting the failure without interruption and with diligence; or

(3) To comply with any prohibition in this Lease after 30 days written notice from Tenant;

(4) To satisfy Landlord's obligations under Article 16 hereof ("Quiet Enjoyment").

B. Upon the default of Landlord, Tenant will have any or all cumulative remedies available to Tenant at law or equity in the State of Texas for the breach or default of this Lease by Landlord, including without limitation the following cumulative remedies:

~~(1) Tenant may terminate this Lease.~~

(2) Tenant may recover any amounts due Tenant from Landlord whether or not this Lease is terminated.

(3) Tenant may recover damages from Landlord whether or not this Lease is terminated.

(4) Tenant may perform the obligations of Landlord, as provided in Article 15.

(5) Tenant may require Landlord to specifically perform any obligation of Landlord.

ARTICLE 14
INDEMNIFICATION

Section 14.1 Tenant to Indemnify Landlord. Tenant shall not do nor permit any act or thing upon the Demised Premises which will subject the Landlord to any liability by reason of any illegal business or conduct upon the Demised Premises, or by reason of any violation of law or of any legal requirement of public authority,

but shall exercise such control over the Demised Premises as to fully protect Landlord. Tenant shall indemnify and hold harmless Landlord, to the extent allowed by law, from and against any and all liability, fines, suits, claims, demands and actions, and costs and expenses of any kind or nature or by anyone whomsoever, due to or arising out of (a) any alleged breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and required to be observed and performed by Tenant, (b) any injury to persons including death, or damage to property occasioned by Tenant's or any subtenant's use and occupancy of the Demised Premises or by any use or occupancy which Tenant or any subtenants may permit or suffer to be made of the Demised Premises, or (c) any injury to persons, including death, or damage to property occurring in or about the Demised Premises. If Landlord is required to defend any action or proceeding pursuant to this Article to which action or proceeding Landlord is made a party, Landlord shall be entitled to appear, defend or otherwise take part in the matter involved, at its election, by counsel satisfactory to Landlord at Tenant's expense, providing such action by the Landlord does not limit or make void any liability of any insurer of the Landlord or Tenant hereunder in respect to the claim or matter in question. Tenant is self-insured for risks up to an amount not to exceed two million dollars (\$2,000,000). Tenant also maintains broad form comprehensive general public liability insurance to cover risks greater than two million dollars (\$2,000,000) up to a maximum amount of twenty-five million dollars (\$25,000,000). Tenant agrees to name Landlord as an additional insured on such insurance policy. Tenant's liability under this Article shall be reduced by the net proceeds actually collected or paid of any insurance or other award effected or received by ~~Landlord or by Tenant for the Landlord's benefit on the risks in question.~~

Section 14.2 Landlord to Indemnify Tenant. Landlord shall not do nor permit any act or thing with respect to the shared parking spaces area which will subject the Tenant to any liability by reason of any illegal business or conduct upon the shared parking spaces area, or by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the shared parking spaces area as to fully protect Tenant. Landlord shall indemnify and hold harmless Tenant, to the extent allowed by law, from and against any and all liability, fines, suits, claims, demands and actions, and costs and expenses of any kind or nature or by anyone whomsoever, due to or arising out of (a) any alleged breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained to be observed and performed by Landlord, (b) any injury to persons including death, or damage to property occasioned by Landlord's or any of Landlord's tenants' use and occupancy of the shared parking spaces area, any use or occupancy which Landlord or any of Landlord's tenants may permit or suffer to be made of the shared parking spaces area, or (c) any injury to persons, including

death, or damage to property occurring in or about the shared parking spaces area. If Tenant is required to defend any action or proceeding pursuant to this Article to which action or proceeding Tenant is made a party, Tenant shall be entitled to appear, defend or otherwise take part in the matter involved, at its election, by counsel satisfactory to Tenant at Landlord's expense, providing such action by the Tenant does not limit or make void any liability of any insurer of the Tenant or Landlord hereunder in respect to the claim or matter in question. Landlord's liability under this Article shall be reduced by the net proceeds actually collected or paid of any insurance or other award effected or received by Tenant or by Landlord for the Tenant's benefit on the risks in question.

Section 14.3 Environmental Hazards Indemnity and Hold Harmless. The parties recognize and acknowledge that a portion of the Demised Premises being approximately 4.4 acres was formerly leased by Tenant for storage purposes. Thereafter and until the date of this Lease, this site has been leased to Louie Raven for storage. It is the intention of the parties to assume responsibility for any cost, damages, expenses or liabilities which arise out of their respective usage or which occurred during their respective possession of the Demised Premises. With respect to conditions existing on, prior to, and following Commencement Date, Tenant or Landlord to be called "Indemnifying Party" when causing the condition or having possession of the Demised Premises when the condition occurred, hereby agrees to assume responsibility and to defend, indemnify and hold harmless the other party not causing the condition nor having possession of the site during the occurrence of the condition, , its employees, agents, shareholders, officers, and directors (the "Indemnified Party"), from and against any ~~claims, demands, obligations, penalties, fines, suits, liabilities,~~ settlements, damages, losses, costs or expenses (including, without limitation, attorney and consultant fees and expenses, investigation and laboratory fees and expenses, cleanup costs, and court costs and other litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release, threatened release, removal, or production of any hazardous substances, solid wastes, or hazards which are on, in, from, or affecting any portion of the Demised Premises; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous substances, solid wastes, or hazards; (iii) any lawsuit brought or threatened, settlement reached, or order by Governmental Authority relating to such hazardous substances, solid wastes, or hazards, and/or (iv) ~~any violation of any Applicable Laws, or demands~~ of Governmental Authorities, or violation of any policies or requirements of Landlord or Tenant, which are based upon or in any way related to such hazardous substances, solid wastes, or hazards, provided that any of the conditions described under any of the foregoing subsections (i) through (iv), inclusive, was caused by an Indemnifying Party's usage or occurred during the Indemnifying

Party's possession of the site. Any jointly caused condition described under any of the foregoing subsections (i) through (iv) shall result in a sharing of related costs, liability, etc. in the same proportion as each party contributed to said condition through its usage or its possession of the site during the occurrence. The parties agree, upon notice and request by the an Indemnified Party, to contest and defend any demand, claim, suit, proceeding, or action with respect to which Landlord or Tenant as Indemnifying Party has hereinabove indemnified and held the Indemnified Party harmless and to bear all costs and expenses of such contest and defense. Indemnifying Party further agree to reimburse the Indemnified Party upon demand for any costs or expenses incurred by any Indemnified Party in connection with any matters with respect to which Indemnifying Party has hereinabove indemnified and held the Indemnified Party harmless. The provisions of this paragraph shall be in addition to any other obligations and liabilities the parties may have to each other at common law or in equity.

ARTICLE 15 RIGHT TO PERFORM COVENANTS OF OTHER PARTY

Section 15.1 If Tenant shall default in the performance of any of its covenants, obligations or agreements contained in this Lease, other than the obligation to pay rent, and such default shall continue beyond any applicable grace period, Landlord may, but shall not be obligated to, perform the same for the account and at the expense of Tenant, and the amount of any payment made or other reasonable expenses, plus interest thereon at the legal rate shall be payable by Tenant to Landlord on demand.

~~Section 15.2 If Landlord shall default in the performance of~~
any of its covenants, obligations or agreements contained in this Lease, and such default shall continue beyond any applicable grace period, Tenant may, but shall not be obligated to, perform the same for the account and at the expense of Landlord, and the amount of any payment made or other reasonable expenses of Landlord, and the amount of any payment made or other reasonable expenses, plus interest thereon at the local prime rate until repaid, may be deducted by Tenant from rentals due or shall be payable by Landlord to Tenant on demand.

ARTICLE 16 QUIET ENJOYMENT

Section 16.1 Landlord covenants and warrants that on the Commencement Date of this Lease it has good and marketable title to the Demised Premises, free and clear of all liens, conditions, restrictions, easements, and encumbrances, excepting only those matters shown on the title insurance policy issued by Stewart Title Company Austin, Inc. and agreed to by Tenant (the "Permitted Exceptions") or as set forth in this Lease.

Section 16.2 Landlord covenants and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall reasonably and quietly hold and enjoy the Demised Premises for the Term of this Lease and any extension(s) thereof without disturbance or hindrance from anyone claiming by, through or under Landlord, subject to the terms and conditions of this Lease and the Permitted Exceptions.

ARTICLE 17 ARBITRATION

Section 17.1 Arbitration. If any controversy shall arise between the parties with respect to any of the matters stated in this Lease and such dispute shall not be resolved by the parties within 10 days after either of the parties shall notify the other of its desire to arbitrate the dispute, then the dispute shall be settled by arbitration by the American Arbitration Association in accordance with its then prevailing rules, and judgment upon the award may be entered in any court having jurisdiction. The arbitrators shall have no power to change any of the provisions of this Lease in any respect and the jurisdiction of the arbitrators is hereby expressly limited accordingly. The arbitration shall be by a panel of three arbitrators, one of whom must be an attorney-at-law actively engaged in the private practice of the law outside the counties of Travis, Williamson and Hays for at least 10 years but not more than 30 years and the other two of whom shall have had ten (10) years recent experience in a calling related to the subject matter of the dispute but outside the above listed counties. If the subject of the dispute involves questions of valuation of land or permanent improvements, the other two members ~~of the panel shall be members of the Appraisal Institute of the~~ American Institute of Real Estate Appraisers (MAI). This provision shall not apply to issues involving Landlord's consent to assignment and subleases of the Lease.

ARTICLE 18 MISCELLANEOUS

Section 18.1 Estoppel Certificates. Either party hereto shall, at any time and from time to time within thirty (30) days after written request by the other, execute, acknowledge, and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and any other charges have been paid, and such other matters as may be reasonably requested, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, sublessee, assignee or encumbrancer of the Demised Premises. On behalf of Landlord such estoppel certificates will be executed by the Executive Vice Chancellor for Asset Management or his designee or successor in

function.

Section 18.2 Notice. Whenever this Lease provides for notice from Landlord to Tenant, or from Tenant to Landlord, or by Landlord or Tenant to a Leasehold Mortgagee, or wherever the law requires or gives the right of serving a notice, the same shall be deemed delivered if actually received and whether or not actually received if sent by registered or certified mail, postage prepaid, addressed to Landlord as follows:

Original to:

Executive Vice Chancellor for
Asset Management
The University of Texas System
210 West 6th Street
Austin, Texas 78701

Copies to:

The Vice President for
Business Affairs
The University of Texas at Austin
P. O. Box T
Austin, Texas 78713-7389

and to:

General Counsel
The University of Texas System
~~201 West 7th Street~~
Austin, Texas 78701

and addressed to Tenant as follows:

Original to:

The Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767
Attention: General Counsel

Copies to:

Lower Colorado River Authority
Land Resources Division
206 Wild Basin Road
Suite 211, Box 104
Austin, Texas 78746

Landlord and Tenant may at any time change the place of and the address for receiving notice by written notice of such change to

the other.

Section 18.3 Successors. This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their assigns, heirs, successors and personal representatives.

Section 18.4 Modifications. This Lease may be modified only by written agreement signed by the Landlord and Tenant.

Section 18.5 Descriptive Headings. The descriptive headings of this Lease are inserted for convenience in reference only and do not in any way limit or amplify the terms and provisions of this Lease.

Section 18.6 Separability of Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.7 Memorandum of Lease. The parties hereto agree that this Lease shall not be recorded but rather that they shall concurrently with the Commencement Date of this Lease execute the Memorandum of Lease, attached hereto as Exhibit "E," and have the same properly acknowledged to be in recordable form, and that the same shall be the document recorded in the records of Travis County, Texas.

Section 18.8 Commissions. Landlord and Tenant represent and warrant to the other that they have dealt only with Crow Austin Mahagement Company, Inc. ("Crow") real estate broker in connection with this Lease. The parties have executed a letter agreement regarding commissions due to Crow and the parties agree to indemnify each other for costs or losses incurred on account of a relationship with another real estate broker or agent.

Section 18.9. Approval by Landlord and Tenant's Governing Boards. The parties executing this Lease represent that they have been authorized to execute this Lease on behalf of their respective agencies and that the terms above have been approved by the Board of Regents of The University of Texas System and the Board of Directors of the Lower River Colorado Authority.

EXECUTED this 29th day of October, 1990.

ATTEST:

By: Arthur H. Dilly
Arthur H. Dilly
Executive Secretary

APPROVED AS TO FORM:

E. Janice Summer
E. Janice Summer
Attorney

LANDLORD:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: Michael E. Patrick
Michael E. Patrick
Executive Vice Chancellor for
Asset Management

APPROVED AS TO CONTENT:

Alan S. Prickett
Alan S. Prickett
Manager, Special Projects

APPROVED AS TO CONTENT:

G. Charles Franklin
G. Charles Franklin
Vice President for
Business Affairs
The University of Texas
at Austin

TENANT:

THE LOWER COLORADO RIVER
AUTHORITY

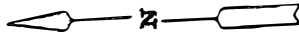
By: Mark Rose
Mark Rose
General Manager

APPROVED AS TO FORM & CONTENT:

Glen E. Taylor
Glen E. Taylor
General Counsel

CONTERL2.LCR

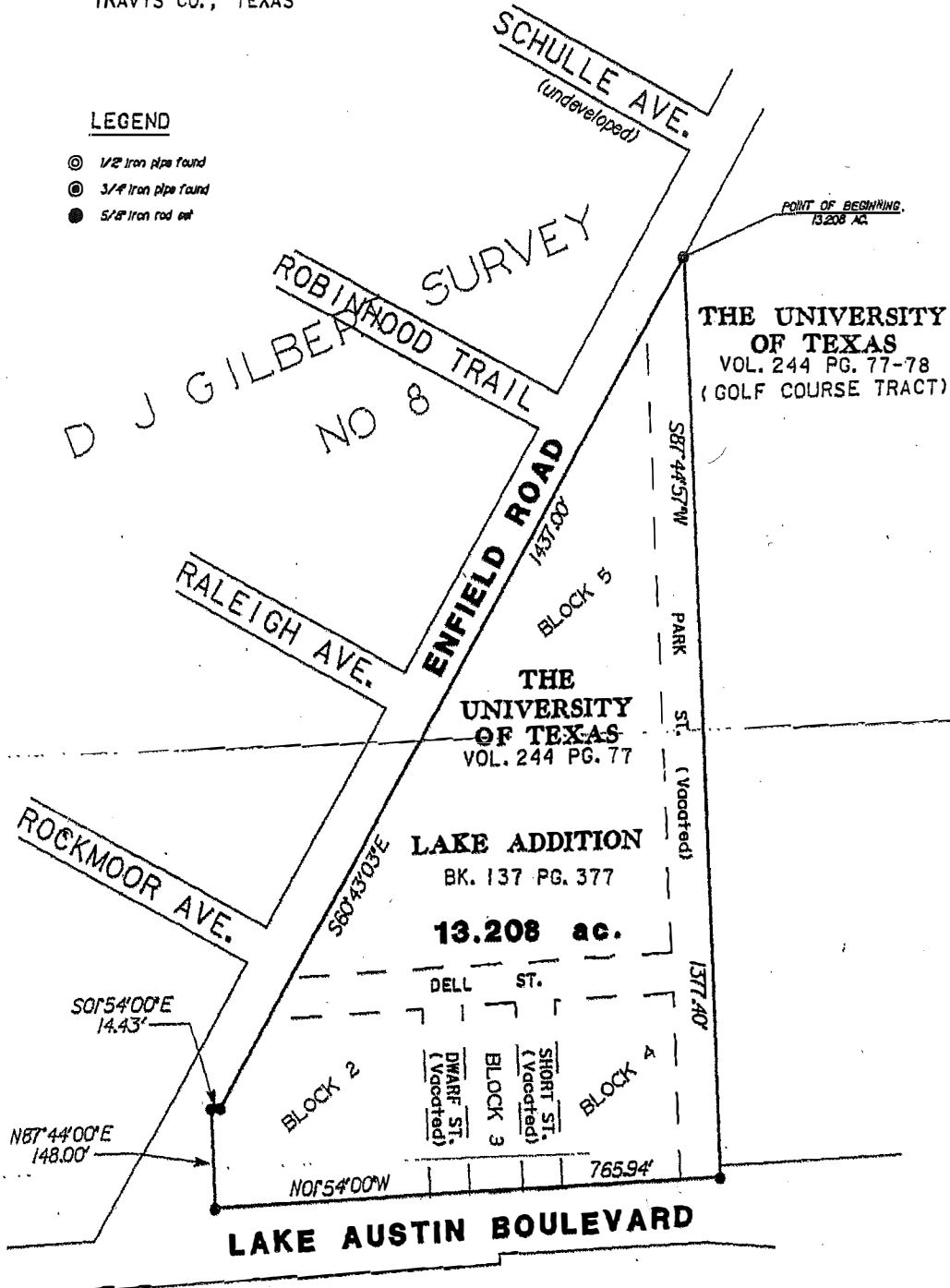
SKETCH TO ACCOMPANY FIELD NOTE NO. 836 - 09



SCALE: 1" = 200'
TRAVIS CO., TEXAS

LEGEND

- ⊙ 1/2" Iron pipe found
- ⊙ 3/4" Iron pipe found
- 5/8" Iron rod set



45427

DATE: MARCH 31, 1988

Lichliter/Jameson & Associates, Inc.



CONSULTING ENGINEERING PLANNING SURVEYING

836-0100-01

ALL RATION SPRING ROAD CIVIL ENGINE

SIXTH FLOOR 1124 E. ST. AUSTIN, TEXAS

JOB

NO. 1

Attachment:

GOC-ADMIN-4 Copy of Ground Leases

MARCH 31, 1988 JOB NO. 836-0100-01 FIELD NOTE NO. 836-09
GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS, LAKE ADDITION EAST
OF LAKE AUSTIN BOULEVARD

FIELD NOTES

A DESCRIPTION OF 13.208 ACRES OF LAND SITUATED IN THE D. J. GILBERT, SURVEY NO. 8, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED FROM GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED RECORDED IN VOLUME 244, PAGE 77 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF LAKE ADDITION, A SUBDIVISION RECORDED IN VOLUME 137, PAGE 377 OF SAID DEED RECORDS, SAID 13.208 ACRES OF LAND AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron pipe found on the south line of Park Street, a sixty (60) foot right-of-way vacated by City of Austin Ordinance No. 731213A and recorded in Volume 4820, Page 598 of said deed records, being on the west line of Enfield Road, being the most easterly corner hereof;

THENCE along the south line of said Park Street, being the south line hereof, S 87°44'57" W, 1377.40 feet to a 5/8 inch iron rod set on the east line of Lake Austin Boulevard;

THENCE along the east line of Lake Austin Boulevard, being the west line hereof, N 01°54'00" W, 765.94 feet to a 3/4 inch iron pipe found;

THENCE departing the east line of said Lake Austin Boulevard along the west line of said Enfield Road the following three (3) courses:

1. N 87°44'00" E, 148.00 feet to a 5/8 inch iron rod set,
2. ~~S 01°54'00" E, 14.43 feet to a 5/8 inch iron rod set,~~
and
3. S 60°43'03" E, 1437.00 feet to the POINT OF BEGINNING containing 13.208 acres of land more or less.

RETURN TO CENTRAL FILES

8396

THE STATE OF TEXAS X
COUNTY, OF TRAVIS X

LEASE

This lease made and entered into by and between the Board of Regents of The University of Texas System, herein called "Lessor," and the Lower Colorado River Authority, an agency created by the Legislature of the State of Texas, herein called "Lessee."

W I T N E S S E T H:

(1) In consideration of the lease by Lessee to Lessor for a term of fifty (50) years of a certain 49.50 acre tract of land in Travis County, Texas, located near Mansfield Dam on the north shore of Lake Travis, as more particularly described in lease of even date and executed simultaneously herewith, which instrument is hereby adopted herein for all pertinent purposes as though herein set forth, Lessor does hereby DEMISE AND LEASE unto Lessee all that certain tract or parcel of land in Travis County, Texas, more particularly described as follows:

BEGINNING at an iron stake in the east line of Lake Austin Boulevard at the southwest corner of Lot 7, Block 2, Lake Addition, a subdivision of a portion of the D. J. Gilbert Survey #8, as recorded in Volume 137, Page 377, Travis County Deed Records, said beginning iron stake being at the northwest corner of Dwarf Street, now vacated, (all streets and alleys of Lake Addition were vacated by Ordinance No. 731213-A and recorded in Volume 4820, Page 598, Travis County Deed Records).

(1) THENCE with the north line of Dwarf Street, being the south lines of Lots 7 and 8, Block 2, N 87° 44' E at 128.00 feet passing the southeast corner of Lot 7 at 148.00 feet, passing the southwest corner of Lot 8 at 276.00 feet, passing the southeast corner of Lot 8, in all 336.00 feet to an iron stake in the east line of First Street (now vacated), said iron stake being in the west line of Block 5, Lake Addition;

51 of 117

(2) THENCE with the east line of First Street, being the west line of Block 5, S 1° 54' E at 384.18 feet passing the southwest corner of Block 5, in all 444.18 feet to an iron stake in the south line of Park Street (now vacated);

(3) THENCE with the south line of Park Street, S 87° 44' W 336.00 feet to an iron stake at the southwest corner of Park Street, said iron stake being a southeast corner of Lake Austin Boulevard;

(4) THENCE with the east line of Lake Austin Boulevard and the west line of Park Street, the west line of Block 4, the west line of Short Street (now vacated), the west line of Block 3, and the west line of Dwarf Street, N 1° 54' W 444.18 feet to the PLACE OF THE BEGINNING, containing 149,241 square feet or 3.426 acres of land;

together with all improvements thereon situated, and Lessor will furnish Lessee full possession thereof without encumbrance.

(2) This lease shall be for a term of fifty (50) years commencing September 1, 1978 and ending September 1, 2028. Said lease period may be extended by mutual written agreement of the parties herewith or their respective duly designated successors or assigns hereunder.

(3) The premises leased hereunder shall be used by Lessee for the construction, reconstruction, renovation, maintenance, operation and/or removal of office building and automobile parking facilities, together with uses customarily incident thereto. The planning, construction, and operation of said office building and parking facilities shall be accomplished by, and at the expense of Lessee; provided, however, that all plans and specifications of the exterior of any building to be constructed by Lessee on said premises shall be submitted to Lessor for approval as to the aesthetics of such exterior design. Approval will not be unreasonably withheld.

(4) Lessee shall have the full right to renovate, reconstruct, alter, or remove to any extent it may deem appropriate, any or all improvements presently existing on said premises.

(5) Lessee is presently investigating with governmental agencies having appropriate jurisdiction whether or not there exists any legal

105-2- 0000 7 7 7

impediment against use of said premises for the above stated purposes. Should Lessee be prevented or prohibited by valid law, rule or regulation from utilizing the property which is the subject of this lease for the purposes for which it is intended, then Lessee may terminate both this lease and the above described lease to Lessor of Lessee's 49.50 acres of land near Mansfield Dam on Lake Travis.

(6) Lessee shall not assign this lease, nor sublet the whole or any part of said premises without first obtaining the written consent of Lessor; provided, however, that should Lessee's rights, titles, and properties generally pass during the term hereof, either by reorganization or succession unto another entity, then Lessee's rights hereunder shall pass to such successor entity.

(7) Lessee accepts the premises in their present condition, and Lessor shall not be required to make improvements or repairs of any kind upon the premises, or any part thereof during the term hereof.

(8) Lessee shall keep said premises in a neat, clean, sanitary and attractive condition at all times. All improvements will be kept in a good state of repair, and Lessee shall at all times comply with all valid municipal, state or federal laws, ordinances, rules or regulations relating to the premises.

(9) Lessee shall keep any and all buildings and other permanent improvements upon said premises, following the construction of said office building and automobile parking facilities thereon, insured against loss by fire or windstorm, in a good and responsible insurance company to the amount of their insurable value, if permitted by valid law.

Lessee further agrees to provide such public liability, property damage, and related insurance as is customarily carried in the electric utility industry.

(10) Lessee shall save Lessor harmless and free from any loss, costs, damage, or expense arising out of any accident or other occurrence causing injury to any person or property, due directly or indirectly from Lessee's use or occupancy of said premises, insofar as Lessee is authorized by valid law to do so.

(11) The parties to this agreement recognize that at this time the Lessee has in existence one steel transmission tower and a portion of two transmission lines traversing a part of a tract of land owned by the University of Texas adjacent to and west of Town Lake in the City of Austin and south of Red Bud Trail, which crosses the Colorado River at the low water crossing now in existence and, should the University of Texas in its sole discretion, ever determine during the term of this lease to utilize such property for any purpose in such way that these power lines would interfere with the use, the Lessee agrees, upon twelve (12) months' written notice, to relocate said tower and lines to the extent that Lessee does not have valid easements, and Lessee will work with the University of Texas in alleviating the interference.

(12) All written communication and notices required hereunder shall be deemed to have been given if the same are reduced to writing and mailed by certified or registered mail by either party hereto to the other at the respective addresses of the parties shown below:

LESSOR: BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
Office of Investments, Trusts and Lands
Post Office Box 7968
Austin, Texas 78712

LESSEE: LOWER COLORADO RIVER AUTHORITY
Post Office Box 220
Austin, Texas 78767

IN WITNESS WHEREOF, the parties hereto have executed this
instrument in duplicate originals this 23rd day of October,
1978.

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By Allan Shivers
ALLAN SHIVERS, CHAIRMAN
Title Board of Regents of
The University of Texas System

LESSOR

ATTEST: Betty Anne Thedford
Secretary
BETTY ANNE THEDFORD, SECRETARY
Board of Regents of
The University of Texas System

LOWER COLORADO RIVER AUTHORITY

By Chas. Lewis
Title General Manager

LESSEE

ATTEST: M. M. M. M.
Asst. Secretary

FOR THE UNIVERSITY OF TEXAS SYSTEM

APPROVED AS TO FORM:

David Shivers
University Attorney

APPROVED AS TO CONTENT:

E. D. Walker
E. D. Walker, President

METCALFE ENGINEERING CO., INC

4800 SOUTH CONGRESS
PHONE 442-8383 — 476-1879
AUSTIN, TEXAS 78745

FIELD NOTES OF A SURVEY OF 149,241 SQUARE FEET OR 3.426 ACRES OF LAND, BEING BLOCK NUMBERS 3 AND 4 AND THE ADJOINING VACATED STREETS AND ALLEYS OF LAKE ADDITION, A SUBDIVISION OF A PORTION OF THE D. J. GILBERT SURVEY #8 AS RECORDED IN VOLUME 137, PAGE 377, TRAVIS COUNTY DEED RECORDS, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS AS MADE FOR THE UNIVERSITY OF TEXAS BY METCALFE ENGINEERING COMPANY, INC., 4800 SOUTH CONGRESS, AUSTIN, TEXAS.

Beginning at an iron stake in the east line of Lake Austin Boulevard at the southwest corner of Lot 7, Block 2, Lake Addition, a subdivision of a portion of the D. J. Gilbert Survey #8, as recorded in Volume 137, Page 377, Travis County Deed Records, said beginning iron stake being at the northwest corner of Dwarf Street, now vacated, (all streets and alleys of Lake Addition were vacated by Ordinance No. 731213-A and recorded in Volume 4820, Page 598, Travis County Deed Records).

(1) THENCE with the north line of Dwarf Street, being the south lines of Lots 7 and 8, Block 2, N 87° 44' E at 128.00 feet passing the southeast corner of Lot 7 at 148.00 feet, passing the southwest corner of Lot 8 at 276.00 feet, passing the southeast corner of Lot 8, in all 336.00 feet to an iron stake in the east line of First Street (now vacated), said iron stake being in the west line of Block 5, Lake Addition;

(2) THENCE with the east line of First Street, being the west line of Block 5, S 1° 54' E at 384.18 feet passing the southwest corner of Block 5, in all 444.18 feet to an iron stake in the south line of Park Street (now vacated);

(3) THENCE with the south line of Park Street, S 87° 44' W 336.00 feet to an iron stake at the southwest corner of Park Street, said iron stake being a southeast corner of Lake Austin Boulevard;

(4) THENCE with the east line of Lake Austin Boulevard and the west line of Park Street, the west line of Block 4, the west line of Short Street (now vacated), the west line of Block 3, and the west line of Dwarf Street, N 1° 54' W 444.18 feet to the place of the beginning, containing 149,241 square feet or 3.426 acres of land.

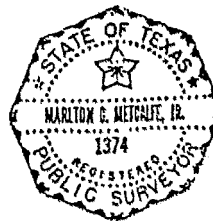
Surveyed June 13, 1978.

METCALFE ENGINEERING COMPANY, INC.

By *Marlton O. Metcalfe, Jr.*

Marlton O. Metcalfe, Jr.
Registered Public Surveyor #1374

FB 494, P 6
Plan 2821



050 000 2 24

**Figure 2c:
Amendments to Ground Lease
between LCRA and
The Board of Regents of
The University of Texas**

THIRD AMENDMENT TO GROUND LEASE

THIS THIRD AMENDMENT TO GROUND LEASE ("**Amendment**") is entered into effective as of 22nd day of October, 2015 (the "**Effective Date**"), by and between the Board of Regents of The University of Texas System ("**Landlord**") and the Lower Colorado River Authority ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into that certain Park Street Tract Ground Lease dated effective as of October 23, 1978, wherein Landlord leased to Tenant and Tenant leased from Landlord approximately 3.426 acres (149,241 square feet) of land located in Austin, Travis County, Texas, as more specifically described in therein.

B. Landlord and Tenant previously amended the aforementioned Ground Lease pursuant to that certain First Amendment dated effective as of November 5, 1992, and Second Amendment dated effective as of November 1, 1993. As used herein, "**Lease**" means the initial Park Street Ground Lease, as amended by the previous amendments.

C. Landlord and Tenant now desire to amend the Lease to allow Tenant to self-insure and to effect certain other changes, and enter into this Amendment to evidence the same.

AGREEMENT

In consideration of the recitals, the respective obligations of the parties set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of the undersigned, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Section 14.1 of the Lease is hereby deleted and replaced with the following provisions:

Section 14.1 Tenant to Indemnify Landlord. Tenant shall not do nor permit any act or thing upon the Demised Premises which will subject the Landlord to any liability by reason of any illegal business or conduct upon the Demised Premises, or by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Demised Premises as to fully protect Landlord. Tenant shall indemnify and hold harmless Landlord, to the extent allowed by law, from and against any and all liability, fines, suits, claims, demands and actions, and costs and expenses of any kind or nature or by anyone whomsoever, due to or arising out of (a) any alleged breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and required to be observed and performed by Tenant, (b) any injury to persons including death, or damage to property occasioned by Tenant's or any subtenant's use and occupancy of the Demised Premises or by any use or occupancy which Tenant or any subtenants may permit or suffer to be made of the Demised Premises, or (c) any injury to persons, including death, or damage to property occurring in or about the Demised Premises. If Landlord is required to defend any action or proceeding pursuant to this Article to which action or proceeding Landlord is made a party, Landlord shall be entitled to appear, defend or otherwise take part in the matter involved, at its election, by counsel satisfactory to Landlord at Tenant's expense, providing such action by the Landlord does not limit or make void any liability of any insurer of the Landlord or Tenant hereunder in respect to the claim or matter in question. Tenant shall

maintain a general liability insurance policy under this Lease in amounts not less than \$5 million; provided, however that so long as the Lower Colorado River Authority is Tenant hereunder, Tenant is given the right to provide any of the required insurance under this paragraph through a program of self-insurance adopted by Tenant in accordance with Chapter 2259, Texas Government Code. If Tenant so chooses to self-insure, it shall provide certificates of coverage to Landlord as evidence of its election to self-insure under this paragraph. Pursuant to Section 5.3 of the Lease, Tenant shall cause Landlord to be named as an additional insured on each third-party general liability insurance policy maintained by Tenant with respect to the Demised Premises. Tenant's liability under this Article shall be reduced by the net proceeds actually collected or paid of any insurance or other award effected or received by Landlord or by Tenant for the Landlord's benefit on the risks in question.

2. Section 18.2 of the Lease is amended to read in its entirety as follows:

All written communication and notices required hereunder shall be deemed to have been given if the same are reduced to writing and mailed by certified or registered mail by either party hereto to the other at the respective addresses of the parties shown below:

Landlord: The University of Texas at Austin
Campus Real Estate Office
1616 Guadalupe, Room 2.508
Austin, Texas 78701
Attn: Campus Director of Real Estate

with copy to:

The University of Texas System
Real Estate Office
201 W. 7th Street
Austin, Texas 78701

Tenant: Lower Colorado River Authority
Post Office Box 220
Austin, Texas 78767
Attention: Manager, Real Estate Services

with a copy to:

Lower Colorado River Authority
Post Office Box 220
Austin, Texas 78767
Attention: General Counsel

Either party may change its address for notices by written notice to the other party as provided herein.

3. Section 17.1 of the Lease is hereby deleted.


4. **Capitalized Words.** All capitalized words used in this Amendment and not otherwise defined herein shall have the respective meanings given to such words in the Lease. The Lease is incorporated herein by reference for all purposes.
5. **Ratification and Compliance.** Except as expressly amended or modified by this Amendment, the Lease shall continue in full force and effect. Landlord and Tenant each hereby ratify, affirm, and agree that the Lease, as herein modified, represents the valid, binding and enforceable obligations of Landlord and Tenant respectively. Landlord and Tenant each promise and agree to perform and comply with the terms, provisions and conditions of and the agreements in the Lease, as modified by this Amendment. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control and govern.
6. **Entire Agreement and Amendments.** The Lease, as expressly modified by this Amendment, constitutes the sole and only agreement of the parties to the Lease and supersedes any prior agreements between the parties concerning the lease of the Premises. The Lease may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.
7. **No Commissions.** Landlord and Tenant each warrants and represents to the other that no brokerage commission or fee is due or will be payable to any person claiming by, through or under it in connection with the negotiation and execution of this Amendment.
8. **Binding.** This Amendment shall be binding on and inure to the benefit of Landlord, Tenant and their respective heirs, executors, administrators, legal representatives, successors and assigns.
9. **Governing Law.** This Amendment shall be construed and governed by the laws of the State of Texas in effect from time to time.
10. **Paragraph Headings.** The paragraph headings used herein are intended for reference purposes only and shall not be considered in the interpretation of the terms and conditions hereof.
11. **Construction.** Each party acknowledges that it and its counsel have had the opportunity to review this Amendment; that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Amendment.
12. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties to this Amendment may execute the Amendment by signing any of the counterparts.

The remainder of this page is left intentionally blank.

EXECUTED by the authorized, respective representatives of Landlord and Tenant, to be effective as of the Effective Date.

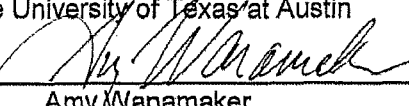
LANDLORD

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By: 
Derek Silva
Assistant Director of Real Estate
The University of Texas System

Approved as to Content:

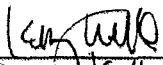
The University of Texas at Austin

By: 
Amy Wanamaker
Campus Director of Real Estate

TENANT

LOWER COLORADO RIVER AUTHORITY



By: 
Name: Kelly Wills
Title: Real Estate

SECOND AMENDMENT TO
PARK STREET TRACT GROUND LEASE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This SECOND AMENDMENT TO PARK STREET TRACT GROUND LEASE (this "Amendment") is entered into effective as of November 1, 1993, by and between The Board of Regents of the University of Texas System, for and on behalf of The University of Texas at Austin ("Landlord") and the Lower Colorado River Authority ("Tenant").

WHEREAS, Landlord and Tenant are parties to that one certain Park Street Tract Ground Lease dated October 29, 1990, which the parties amended by that certain First Amendment to Park Street Ground Lease dated November 5, 1992 (as amended, the "Ground Lease") covering approximately 13.208 acres in Travis County, Texas, more particularly described on Exhibit "A" attached hereto;

WHEREAS, the Ground Lease includes a Shared Parking Agreement as set forth in Article 9 of the Ground Lease; and

WHEREAS, Landlord and Tenant desire to amend the Shared Parking Agreement to make an additional parking spaces available to Landlord and Benefitted Parties, to make additional parking area available to Tenant, and to otherwise modify the Ground Lease as provided herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants stated herein, the sufficiency of which are hereby expressly acknowledged by both parties hereto, Landlord and Tenant agree as follows:

1. Paragraph A. of the Recitals in the Ground Lease is hereby deleted in its entirety and replaced with the following:

A. Park Street Tract. Landlord is the owner of the Park Street Tract, a portion of the 500-acre gift to Landlord from George W. Brackenridge by deed dated June 17, 1910, of record in Volume 244, Page 77, Travis County Deed Records, said Park Street Tract containing approximately 13.208 acres and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, and being referred to hereinafter as the "Park Street Tract."

2. The following Paragraph A1. is hereby added to the Recitals in the Ground Lease:

A1. Environmental Tract. Landlord is the owner of the Environmental Tract, which is also a portion of the 500-acre gift to Landlord from George W. Brackenridge by deed dated June 17, 1910, of record in Volume 244, Page 77, Travis County Deed Records said Environmental Tract,

containing approximately 0.877 acres and being more particularly described in Exhibit "A1" attached hereto and incorporated herein for all purposes, and being referred to hereinafter as the "Environmental Tract." The Park Street Tract and the Environmental Tract are hereinafter collectively referred to as the "Demised Premises."

3. Section 9.2 of the Ground Lease is hereby deleted in its entirety and replaced with the following:

Section 9.2 Parking Arrangements. Tenant hereby grants to Landlord for the use and benefit of Landlord and other Benefitted Parties the right of vehicular and pedestrian ingress and egress over, access to, and utilization of the Park Street Tract for 285 parking spaces, on an exclusive basis during the following hours:

a. Parking spaces in Lots A and B, as shown on Exhibit "A2," at all hours, twenty-four (24) hours each day, every day;

b. Parking spaces in Lot C, as shown on Exhibit "A2," during business hours of Landlord and Benefitted Parties, as described in Section 9.12.

4. Section 9.3 of the Ground Lease is hereby deleted in its entirety.

5. Section 9.4 of the Ground Lease is hereby deleted in its entirety and replaced with the following:

Section 9.4 Maintenance Repair and Parking Fee. During the entire term of this Lease Agreement, Tenant shall maintain the parking areas and all roadways, driveways and sidewalks now or hereafter constructed on the Park Street Tract, provided, however, that Landlord shall pay quarterly to Tenant within thirty (30) days after receipt of an invoice, Landlord's prorata share of all maintenance costs incurred during the prior calendar quarter (or during such shorter period in the event less than a calendar quarter has lapsed) for the maintenance of all parking areas and all roadways, driveways and sidewalks now or hereafter located on the Park Street Tract. For the purposes of this Section 9.4, Landlord's prorata share shall be one-third (1/3). Maintenance is defined as (i) cleaning and sweeping a parking area; (ii) restriping of parking spaces; (iii) watering, mowing, pruning, pest control and fertilizing of trees, shrubs, flowers or grass within the defined boundary of the parking areas; (iv) electricity used in parking area lighting; (v) parking area security; and (vi) repaving, if necessary, but not the initial paving or construction of parking area surfaces; and shall include any and all

costs associated with control of parking in the parking areas on the Park Street Tract, including signage and marking necessary to designate appropriate parking areas and areas such as tow-away zones or other parking restrictions, damages caused to the Park Street Tract by Landlord or Benefitted Parties resulting from use of the Park Street Tract for parking by Landlord or Benefitted Parties, the cost of maintaining all roadways, driveways, and sidewalks used by Landlord and Benefitted Parties under this Shared Parking Agreement, and any other costs and expenses incurred by Tenant in maintaining and controlling parking by Landlord and Benefitted Parties on the Park Street Tract. Any dispute concerning maintenance costs or the control of parking on the Park Street Tract shall be resolved pursuant to Article 17 herein.

If Landlord desires to use additional parking on the Park Street Tract in excess of the parking rights of Landlord and Benefitted Parties granted in this Shared Parking Agreement, Tenant may, but shall not be obligated to, provide such additional parking places, and any such spaces shall be provided only on "as available" basis in Tenant's good faith judgment. In the event Landlord, or any Benefitted Party, and Tenant agree to said additional parking, then a fee for said additional parking spaces shall be paid by Landlord equal to the then current fair market value for parking fees in Austin, Texas. Any agreement reached between Tenant and any Benefitted Party for additional parking shall not result in any additional costs or liabilities to Landlord.

6. The following Sections are hereby added to Article 9 of the Ground Lease:

Section 9.7 Payment of Maintenance Costs.
Notwithstanding anything to the contrary in the Ground Lease, Tenant shall, at the request of Landlord, submit the invoice for quarterly payment of Landlord's prorata share of maintenance costs directly to Landlord's tenant occupying the Boat Town Tract, as directed by Landlord. Landlord shall provide the name and mailing address of the party to whom the invoice should be directed together with the request for direct invoicing. Should Tenant not receive payment of any amounts for maintenance costs invoiced to Landlord's Boat Town Tract tenant within thirty (30) days after delivery of the invoice to such tenant, Tenant may provide notice to Landlord of such failure, together with an invoice for such unpaid amounts. Landlord shall make payment of such amounts to Tenant within fifteen (15) days after Landlord's receipt of the invoice.

Section 9.8 Exclusive Tenant Parking. Notwithstanding anything to the contrary contained herein, Tenant specifically reserves for its exclusive use at any and all times, day or night, two (2) handicapped parking spaces in Lot B and fifteen (15) parking spaces in Lot C. Tenant shall mark such spaces as being exclusively for Tenant's use.

Section 9.9 Business Hours. The business hours of Landlord and Benefitted Parties shall mean and refer to the hours of 5:30 p.m. to 6:30 a.m. on workdays, Monday through Friday, and all day, 24 hours/day, on weekends and holidays.

7. The following section is hereby added to Article 5 of the Ground Lease:

Section 5.4 Use of Environmental Tract. Landlord and Tenant agree that Tenant will use the Environmental Tract for parking on an exclusive basis for Tenant's agents, employees, licensees, guests, and invitees, landscaping, and location of stormwater pollution control devices, provided that any such devices are approved by Landlord in writing in advance of construction. Tenant shall not assign, sublease, license or otherwise permit any third party to use or occupy the Environmental Tract without the prior written consent of Landlord, which consent shall be given in Landlord's sole discretion. Tenant, at Tenant's sole expense, is responsible for landscaping, maintaining, and controlling use of the Environmental Tract.

8. The following paragraph is hereby added to Article 18 of the Ground Lease:

Section 18.10 Control of Parking Areas. Except as expressly provided in the Shared Parking Agreement set out in Article 9 of this Lease, Landlord shall have no obligation to control the use of, or activities in, the shared parking area.

9. The following paragraph is hereby added to Section 1.2 of the Ground Lease:

Tenant agrees not to lease the Stillwater Lease premises during the Lease Term for the purpose of food sales to the public or any use that would interfere with Landlord and Benefitted Parties' use of parking on the Park Street Tract as provided for herein.

10. Exhibit "A1" and Exhibit "A2" attached hereto are incorporated into and made a part of the Ground Lease for all purposes.

11. A capitalized or defined term used in this Amendment shall have the meaning assigned to such term in the Ground Lease, unless otherwise defined herein.

12. As modified hereby, the Ground Lease shall remain in full force and effect.

Executed to be effective on the date first written above.

LANDLORD:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Attest:

By:

Arthur H. Dilly
Arthur H. Dilly
Executive Secretary

By:

James S. Wilson
James S. Wilson
Executive Director of
Endowment Real Estate

Approved as to Form:

Pamela S. Bacon
Pamela S. Bacon
Attorney

Approved as to Content:

Alan S. Prickett
Alan S. Prickett
Senior Real Estate Officer

TENANT:

THE LOWER COLORADO RIVER
AUTHORITY

By:

Raymond Barker
Raymond Barker
Chief Administrative Officer



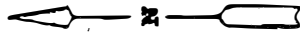
Approved as to Form & Content:

Glen E. Taylor
Glen E. Taylor
General Counsel

Brackenr\LCRA\amend2.06A

138835

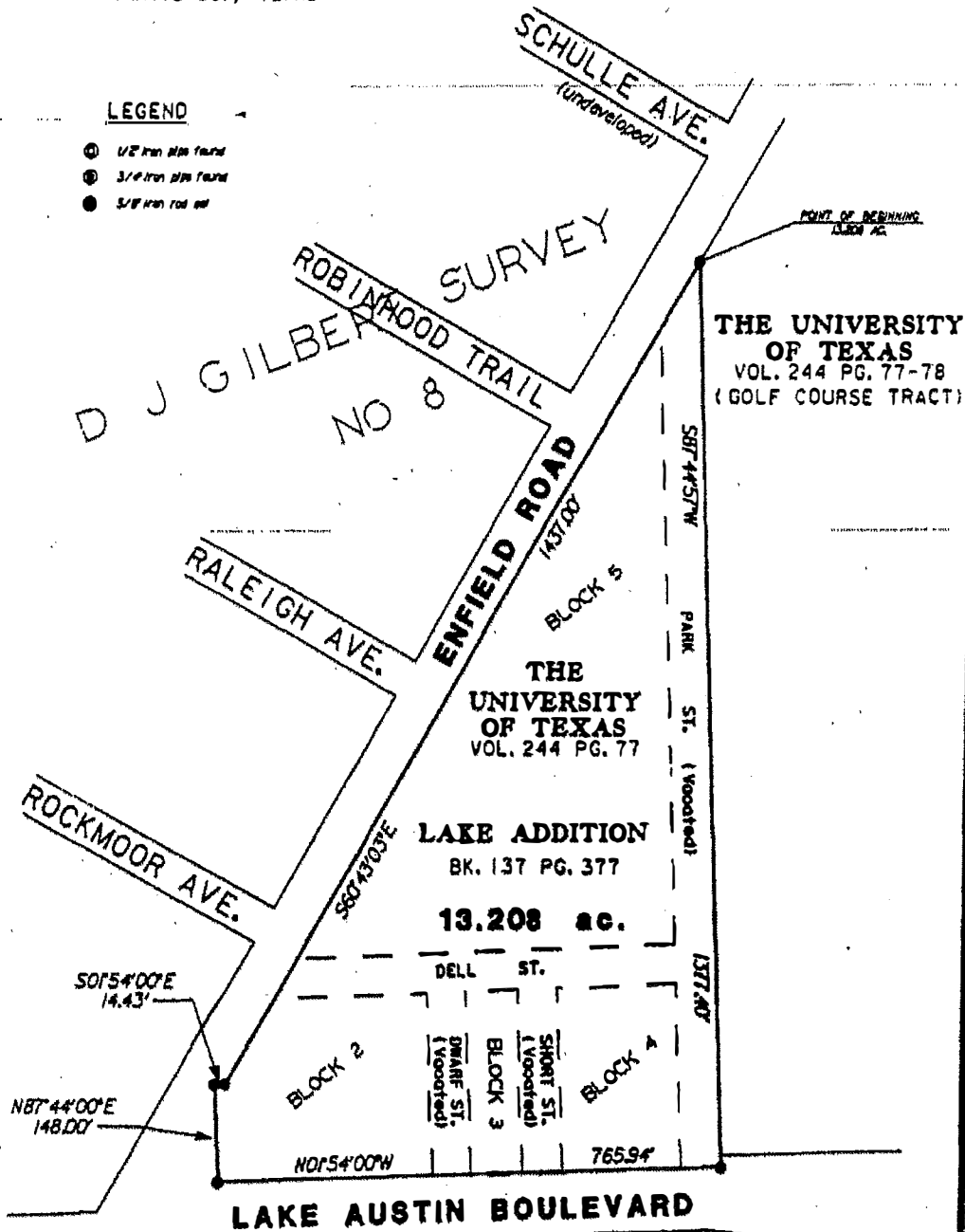
SKETCH TO ACCOMPANY FIELD NOTE NO. 836 - 09



SCALE: 1" = 200'
TRAVIS CO., TEXAS

LEGEND

- ① 1/2" iron pin found
- ② 3/4" iron pin found
- 5/8" iron rod set



DATE: MARCH 31, 1988

JOB NO.: 836-0100-01

Lichter/Jameson & Associates, Inc.

CONSULTING ENGINEERING PLANNING SURVEYING
811 BARTON SPRINGS ROAD, SUITE 400, AUSTIN, TEXAS 78704-1184, 817/474-5500



EXHIBIT A

MARCH 31, 1988 JOB NO. 836-0100-01 FIELD NOTE NO. 836-09
GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS, LAKE ADDITION EAST
OF LAKE AUSTIN BOULEVARD

FIELD NOTES

A DESCRIPTION OF 13.208 ACRES OF LAND SITUATED IN THE D. J. GILBERT, SURVEY NO. 8, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED FROM GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED RECORDED IN VOLUME 244, PAGE 77 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF LAKE ADDITION, A SUBDIVISION RECORDED IN VOLUME 137, PAGE 377 OF SAID DEED RECORDS, SAID 13.208 ACRES OF LAND AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron pipe found on the south line of Park Street, a sixty (60) foot right-of-way vacated by City of Austin Ordinance No. 731213A and recorded in Volume 4820, Page 598 of said deed records, being on the west line of Enfield Road, being the most easterly corner hereof;

THENCE along the south line of said Park Street, being the south line hereof, S 87°44'57" W, 1377.40 feet to a 5/8 inch iron rod set on the east line of Lake Austin Boulevard;

THENCE along the east line of Lake Austin Boulevard, being the west line hereof, N 01°54'00" W, 765.94 feet to a 3/4 inch iron pipe found;

THENCE departing the east line of said Lake Austin Boulevard along the west line of said Enfield Road the following three (3) courses:

1. N 87°44'00" E, 148.00 feet to a 5/8 inch iron rod set,
2. S 01°54'00" E, 14.43 feet to a 5/8 inch iron rod set, and
3. S 60°43'03" E, 1437.00 feet to the POINT OF BEGINNING containing 13.208 acres of land more or less.

EXHIBIT A1

TRAVIS COUNTY, TEXAS
DANIEL J. GILBERT SURVEY NO. 8

0.877 ACRE EASEMENT TRACT
PAGE 1 of 2

FIELD NOTE DESCRIPTION OF AN EASEMENT TRACT CONTAINING 0.877 ACRES OF LAND, MORE OR LESS, IN THE DANIEL J. GILBERT SURVEY NO. 8 OF TRAVIS COUNTY, TEXAS AND BEING OUT OF AND A PORTION OF A TRACT OF LAND KNOWN AS THE "BRACKENRIDGE TRACT" AND CONVEYED AS 408 ACRES FROM GEORGE W. BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED DATED JUNE 17, 1910 AND RECORDED IN VOLUME 244, PAGE 37 OF THE TRAVIS COUNTY DEED RECORDS, SAID 0.877 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing for reference at a 3/4" iron pipe found at the southeast corner of a 31.6 acre tract of land conveyed from George W. Brackenridge to the City of Austin by deed dated December 4, 1890 and recorded in Volume 181, page 204 and being out of and a portion of said 408 acre "Brackenridge Tract";

Thence, along the most southerly east line of said 31.6 acre tract, N 01° 08' 14" E, at 41.64 feet, passing 0.45 foot right of a 1" steel bolt found on the apparent southerly right-of-way line of said Red Bud Trail, continuing a total distance of 107.33 feet to a 1/2" iron rod set for the southwest corner of this tract and the POINT OF BEGINNING.

Thence, continuing along the most southerly east line of said 31.6 acre tract, N 01° 08' 14" E, at 34.31 feet, passing 0.22 foot right of a 1" steel bolt found on the apparent northerly right-of-way line of said Red Bud Trail, continuing a total distance of 600.34 feet to a small P. K. nail set in easterly edge of sidewalk at the intersection of the most southerly east line of said 31.6 acre tract and the westerly right-of-way line of Lake Austin Boulevard, said small P. K. nail set being the north corner of this tract;

Thence, along the westerly right-of-way line of said Lake Austin Boulevard, S 06° 11' 19" East, a distance of 103.74 feet to a 3/4" iron pipe found at the point of curvature of a curve to the left for a corner of this tract;

Thence, continuing along the westerly right-of-way of said Lake Austin Boulevard 497.70 feet along the arc of said curve to the left, having a radius of 1417.72', a central angle of 20° 06' 51", a tangent of 251.44 feet and a chord which bears S 16° 14' 44" E, a distance of 495.15 feet to a point of intersection of the arc of said curve with the arc of a curve to the right being located near the northerly side of Red Bud Trail for the southeast corner of this tract, at which point an "X" is marked on a concrete curb;

Thence, along the northerly side of said Red Bud Trail 48.26 along the arc of said curve to the right, having a radius of 49.27 feet, a central angle of 56° 06' 56", a tangent of 26.26 feet and a chord which bears S 61° 58' 30" W, a distance of 46.35 feet to a 1/2" iron rod set at the point of tangency of said curve for an exterior corner of this tract;

Thence, continuing along the northerly side of said Red Bud Trail, N 89° 57' 59" W, a distance of 120.70 feet to the POINT OF BEGINNING and containing 0.877 acres of land, more or less.

The foregoing field notes and the plat attached hereto is a true and accurate representation of a survey made on the ground in the month of March, 1992 under the supervision of Terry L. Nygaard, Registered Professional Land Surveyor No. 4336, State of Texas

Terry L. Nygaard 4-9-92

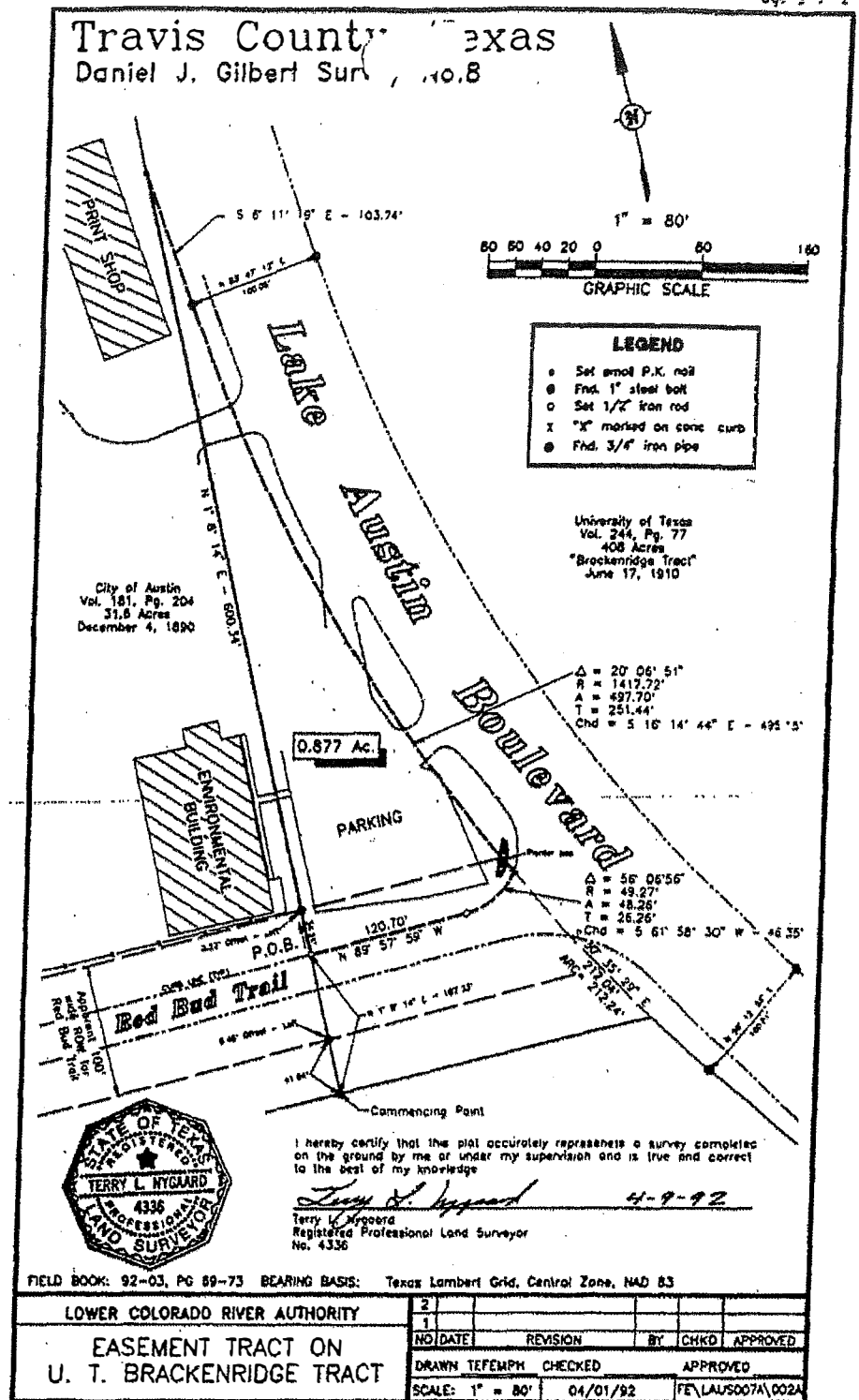
Terry L. Nygaard



Bearing Basis: Texas Lambert Grid Central Zone, NAD 83

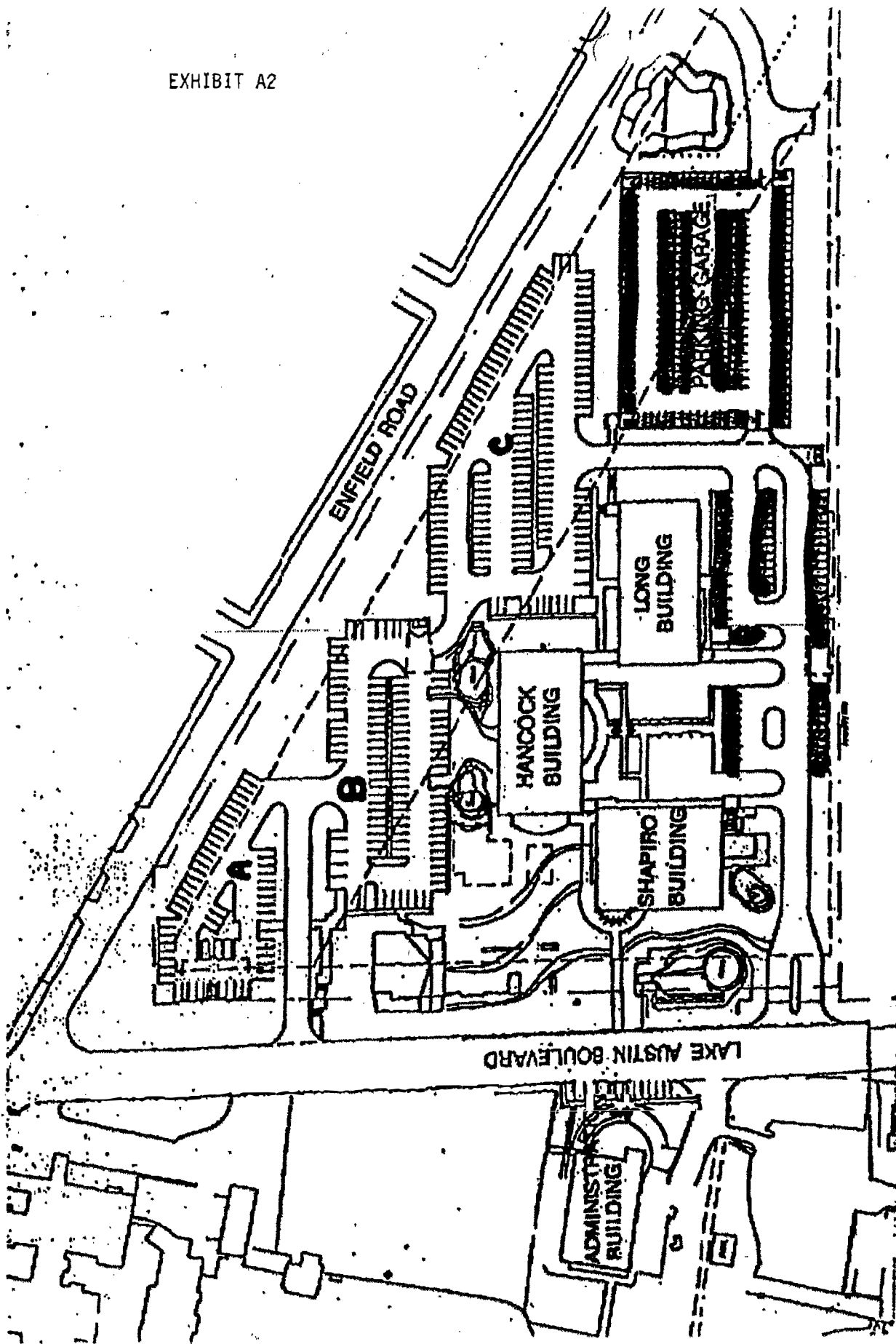
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130036

EXHIBIT A2



1388336

**FIRST AMENDMENT TO PARK STREET
TRACT GROUND LEASE**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This First Amendment to the Park Street Tract Ground Lease ("First Amendment") is entered into this 5th day of November 1992, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS AT AUSTIN, ("LANDLORD") and the LOWER COLORADO RIVER AUTHORITY, ("TENANT").

WHEREAS, the parties hereto did enter into that one certain Park Street Tract Ground Lease ("Ground Lease"), dated October 29, 1990 wherein Landlord leased to Tenant approximately 13.208 acres, known as the Park Street Tract; and

WHEREAS, in said Ground Lease Landlord and Tenant recognized and acknowledged that a portion of the demised premises under said Ground Lease was subject to the terms of a lease agreement between Landlord and Stillwater Inc., ("Stillwater Lease"); and

WHEREAS, in said Ground Lease, Landlord contingently assigned to Tenant all of Landlord's right, title and interest in and to the Stillwater Lease, said contingent assignment to become a complete and final assignment upon, but not before, the happening of the earlier of either of two contingencies as set forth in Section 1.2 of said Ground Lease; and

WHEREAS, Landlord and Stillwater Inc. may reach agreements wherein the Stillwater Lease will be vacated by Stillwater Inc. prior to expiration of the initial term of said Stillwater Lease; and

WHEREAS, Landlord and Tenant desire to amend Section 1.2 of said Ground Lease to address contingencies that must happen before Landlord's contingent assignment to Tenant of its rights, title and interest in said Stillwater Lease will be a complete and final assignment; and

NOW THEREFORE, in consideration of the premises and other mutual covenants and agreements herein stated, the parties agree and covenant as follows:

Section 1.2, Contingent Assignment of Stillwater Lease, of the Ground Lease is amended to read as follows:

"Landlord and Tenant hereby recognize and acknowledge that this Lease of the Demised Premises is subject to the terms of the Stillwater Lease, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "C". Effective as of the Commencement Date of this Lease, Landlord contingently assigns to Tenant ("Contingent Assignment") all Landlord's right, title and interest in and to the Stillwater Lease Agreement, said Contingent Assignment to become a complete and final assignment of all Landlord's right, title, and interest upon, but not before, the happening of the earlier of the following contingencies:

- a. Upon the relocation of the tenant of the Stillwater Lease to properties other than the Park Street Tract, wherein the Stillwater Lease premises are available for use by Tenant prior to the expiration of the initial term of the Stillwater Lease or upon the expiration of the initial term of the Stillwater Lease, on June 30, 1994, if the then tenant fails to exercise the option to extend and in either event Tenant pays to Landlord the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) cash or such other good and valuable consideration as may be agreed by Landlord and Tenant; or
- b. Upon the expiration of the extended term of the Stillwater Lease on June 30, 1999.

Subject to Tenant's options as set forth in subsections (a) and (b) described above, the Landlord shall be entitled to re-lease the Stillwater Lease premises if they become vacant during the initial term or the extended term but shall lease the premises for purposes not in conflict with Tenant's use of the remainder of the Park Street Tract. Without prior written consent of Tenant, Landlord shall not extend the terms or make substantial modifications in the Stillwater Lease, and no major alteration or expansion of the facilities may be made by Landlord and the tenant under said Lease.

Throughout the term of the Stillwater Lease, Landlord agrees to exercise Landlord's authority under the terms of the Stillwater Lease to enhance and encourage the cooperation of the Stillwater tenant with the Tenant hereunder in arranging for mutually desirable parking arrangements to serve the needs of both tenants.

Upon the complete and final assignment of said Stillwater Lease, Tenant shall take immediate and exclusive possession of the premises covered by the Stillwater Lease, and said premises shall be subject to the terms of this Park Street Tract Ground Lease. After taking exclusive possession of said premises, Tenant shall have the sole authority to demolish or otherwise dispose of any existing improvements, including buildings, structures or other

improvements, personal and real, remaining on the premises, including the authority to destroy and demolish said improvements without any obligations to Landlord in regard thereto.

Until such time as this Contingent Assignment is complete and final, Landlord shall continue to possess and exercise all right, title and interest of landlord under the terms of the Stillwater Lease, and shall be entitled to lease said premises to other tenants for a term not to extend beyond June 30, 1999. All other terms of this Park Street Tract Ground Lease, including the dispute resolution provisions provided in Article 17, shall be applicable to this Contingent Assignment of the Stillwater Lease."

Executed as of the above date written.

ATTEST:

By:

Arthur H. Dilly
Arthur H. Dilly
Executive Secretary

APPROVED AS TO FORM:

E. Janice Summer
E. Janice Summer
Attorney

LANDLORD:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By:

James S. Wilson
~~THOMAS XXXXX PRICKETT~~
~~EXECUTIVE VICE CHANCELLOR~~
~~OFFICE OF MANAGEMENT~~
James S. Wilson
Executive Director,
Endowment Real Estate

APPROVED AS TO CONTENT:

Alan S. Prickett
Alan S. Prickett
Senior Real Estate Officer

TENANT:

LOWER COLORADO RIVER AUTHORITY

By:

Raymond Barker
Raymond Barker
Chief Administrative
Officer

APPROVED AS TO FORM & CONTENT:

Glen E. Taylor
Glen E. Taylor
General Counsel

BW11\08

Figure 3a:
Land Lease between LCRA
and the City of Austin
(First Amendment to December 10,
1987 Comprehensive Water
Settlement Agreement)

**FIRST AMENDMENT TO DECEMBER 10, 1987
COMPREHENSIVE WATER SETTLEMENT AGREEMENT**

BETWEEN

CITY OF AUSTIN

AND

LOWER COLORADO RIVER AUTHORITY

OCTOBER 7, 1999

RECEIVED

OCT 12 1999

LCRA Legal Dept.

**FIRST AMENDMENT TO DECEMBER 10, 1987
COMPREHENSIVE WATER SETTLEMENT AGREEMENT
BETWEEN CITY OF AUSTIN AND LOWER COLORADO
RIVER AUTHORITY**

This First Amendment to the December 10, 1987 Comprehensive Water Settlement Agreement (this "First Amendment") is made and entered into as of this 7th day of OCTOBER, 1999, "Effective Date," by and between the LOWER COLORADO RIVER AUTHORITY ("LCRA") and the CITY OF AUSTIN (the "City").

RECITALS

WHEREAS, the City and LCRA are parties to a set of agreements including a Comprehensive Water Settlement Agreement Between City of Austin and Lower Colorado River Authority dated as of December 10, 1987 (the "1987 Agreement") and an Agreement dated December 15, 1966 (the "1966 Agreement") concerning various water-related matters of mutual concern to the City and LCRA;

WHEREAS, the 1987 Agreement is in full force and effect to and including December 31, 2020, and thereafter until terminated at any time by either party giving to the other not less than three (3) years' prior written notice, and the 1987 Agreement amends the terms of the 1966 Agreement to extend to and including December 31, 2020, until terminated at any time thereafter by either party giving to the other not less than three (3) years' prior written notice, provided, however, the provisions in Section 1.2 of the 1987 Agreement concerning the priority date of the City's rights concerning Lake Austin under Certified Filing No. 330 shall survive the termination of the 1987 Agreement;

WHEREAS, in the 1966 Agreement as amended by the 1987 Agreement, LCRA agreed to make available to the City 250,000 acre-feet per year of stored water from Lakes Travis and

Buchanan to firm up and/or supplement the water available under the City's independent water rights for the City's diversion and use for municipal water supply;

WHEREAS, in the 1966 Agreement as amended by the 1987 Agreement, the LCRA agreed to impose no charge upon the City for any calendar year during which the water diverted by the City is less than or equal to 150,000 acre-feet, regardless whether the water is diverted by the City pursuant to the City's run-of-river water rights or is from dependable water supplied by LCRA pursuant to LCRA's water right, and to charge no reservation fee for all use up to 250,000 acre-feet per year;

WHEREAS, in the 1966 Agreement as amended by the 1987 Agreement, the City agreed to pay LCRA, in addition to the other consideration given by the City to LCRA pursuant to the 1966 Agreement and the 1987 Agreement, for all municipal, industrial and/or irrigation use described in pp. 67-70 of the 1987 Agreement, amending Paragraphs A through C, Article IV of the 1966 Agreement, above 150,000 acre feet per year at LCRA's then current water rate, up to 250,000 acre-feet, regardless whether the water is diverted by the City pursuant to the City's run-of-river water rights or is firm dependable water supplied by LCRA pursuant to LCRA's water rights;

WHEREAS, in the 1987 Agreement the City granted to LCRA an option to purchase from the City an ownership interest in Water Treatment Plant 4 to be built within a reasonable time by the City, near the intersection of RR 2222 and State Highway 620; however, the option will lapse without Water Treatment Plant 4 being built and will be of no further force and effect on January 1, 2000, pursuant to the terms of the 1987 Agreement, and the LCRA believes that it may have certain claims or causes of action related thereto;

WHEREAS, on September 17, 1998, the City and LCRA entered into another agreement concerning water issues entitled "City of Austin-LCRA Agreement", the terms of which will remain in full force and effect;

WHEREAS, the City and LCRA both agree that it is desirable to resolve certain matters regarding the 1966 Agreement and 1987 Agreement (collectively, the "Agreements") by modifying the Agreements; and

WHEREAS, in addition, the City and LCRA both desire that an additional 75,000 acre-feet of firm dependable water annually ("First Amendment Additional Amount") be made available to help satisfy the City's projected municipal water supply demands to January 1, 2051;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual benefits, covenants, and provisions hereinafter contained in this First Amendment, the City and LCRA hereby agree that the 1987 Agreement is amended as follows:

- (1) The phrase ", and that LCRA be given a reasonable opportunity to acquire an undivided interest in the plant" is hereby deleted from the fourth sentence in Paragraph 2, Page 1.
- (2) All of Sections 2.1, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, and 2.17 of Article II are hereby deleted.
- (3) Section 2.2 of the 1987 Agreement is stricken and this new Section 2.2 is substituted to read as follows:

"LCRA Permit. LCRA issued to the City the permit concerning Lake Travis intake facility attached hereto as Exhibit "C" on December 10, 1987. Acceptance of the permit by the City is not to be construed as an agreement or admission by the City that the permit was required prior to establishment of the Lake Travis intake facility. LCRA agrees that no further authorizations are required to be obtained by the City from LCRA prior to the establishment of such Lake Travis intake facility as contemplated herein. Should the City desire, subsequent to the Effective Date of this First Amendment, to construct, operate, and maintain a water treatment plant with a Lake Travis intake facility other than that contemplated in Exhibit C, the City agrees to request a new permit from LCRA

prior to the construction of a Lake Travis intake facility, and the LCRA agrees that such permit will not be unreasonably withheld.

- (4) Section 2.18 of the 1987 Agreement is stricken and this new Section 2.18 is substituted to read as follows:

“ No Inferences Regarding Additional Water. The right of the City to expand or modify the Lake Travis intake structure or any other intake facility located on Lake Travis does not create, directly or inferentially, any right in the City to divert water from Lake Travis beyond the amount which LCRA agrees to make available to the City under Paragraph A of Article IV of the 1966 Agreement, as amended by Subsection 3.2(c) of this Agreement.”

- (5) Section 3.2 of the 1987 Agreement is stricken and this new Section 3.2 is substituted to read as follows:

“3.2(a) LCRA and the City agree that the term of the 1966 Agreement, as set forth in Article III of the 1966 Agreement and as it pertains to the several contracts and agreements between the parties set forth and amended therein, is amended to extend to January 1, 2051. The City is granted an option to renew and extend appropriate sections of the 1966 Agreement regarding LCRA making available a firm water supply to the City for an additional fifty-year period to January 1, 2101. If the City elects to exercise this option, LCRA shall have an option to renew and extend appropriate sections of the 1966 Agreement regarding electric power, use of City property, Tom Miller Dam, and the use of water for the generation of hydroelectric power at Tom Miller Dam for an additional fifty-year period to January 1, 2101.

3.2(b) The City and LCRA agree that the first two sentences of Paragraph A of Article III of the 1966 Agreement are stricken and the following is substituted:

The 1938 Agreement, 1940 Lease, the 1944 Modifying Agreement, the 1947 Land Lease Agreement, the 1954 Agreement, this 1966 Agreement, the March 6, 1981 Letter Agreement, and the 1990 Amendment to Leases shall be in full force and effect until January 1, 2051 , with an option by the City to renew appropriate sections of the 1966 Agreement relating to LCRA making available a firm water supply to the City for an additional fifty-year period until January 1, 2101 and, if the City elects to exercise this option, LCRA shall have an option to renew appropriate sections of the 1966 Agreement relating to electric power, use of City property, Tom Miller Dam, and the use of water for the generation of hydroelectric power at Tom Miller Dam for an additional fifty-year period until January 1, 2101 .

Section 3.2(c) The City and LCRA agree that Article IV of the 1966 Agreement is stricken and the following is substituted:

ARTICLE IV

WATER

- A. Lake Travis Diversions. The "Lake Travis Point of Diversion" is that point of diversion on Lake Travis, such point being within a segment bordering on Lake Travis described

and depicted in Exhibit "E" attached hereto, said Exhibit depicting the segment by reference to a corner of an original land survey and/or other survey point, giving both course and distance. LCRA agrees to make available to the City for diversion by the City at the Lake Travis Point of Diversion or some other point of diversion on Lake Travis subsequently identified by the City not to exceed 170,000 acre-feet per year of stored water under Certificate Nos. 14-5482, as amended, and 14-5478, as amended, from Lakes Travis and Buchanan respectively, for municipal use. The City may divert such water at a maximum daily peak day diversion rate of 150 MGD; provided, however, that the City may divert such water at higher rates in light of fluctuations in the level of Lake Travis, utilizing pumping facilities that have a rated capacity, with one pump not pumping, of 150 MGD with Lake Travis at 667 feet MSL; and, provided further, however, if the City desires to increase its diversion rate hereunder, the City may demonstrate its need for the higher diversion rate and how the Lake Travis Point of Diversion will be operated in relation thereto, and LCRA may allow the higher diversion rate without amending this First Amendment. LCRA presently believes that the maximum amount of water that can be supplied on a dependable basis from Lakes Travis and Buchanan to the City for the City's use at the Lake Travis Point of Diversion or some other point of diversion on Lake Travis subsequently identified by the City without impeding LCRA's overall water management responsibilities, is 170,000 acre-feet per year, at the diversion rate set forth above in this Paragraph A. LCRA hereby commits to make available up to 170,000 acre-feet per year to the City for the City's use, but LCRA makes no commitment, expressed or implied, to make available additional water above 170,000 acre-feet to the City for the City's use. Notwithstanding any other provisions of this 1966 Agreement, both LCRA and the City may seek additional water or rights to water from Lakes Travis and Buchanan under the laws of Texas that then exist, and each party reserves its right to

oppose any such effort by the other. LCRA shall bear all transportation and evapotranspiration losses in the delivery of the stored water to the Lake Travis Point of Diversion or some other point of diversion on Lake Travis subsequently identified by the City and permitted by LCRA as provided herein.

- B. Downstream Municipal Water Supply. The "Downstream Points of Diversion" are: (1) those three points of diversion presently designated by the Texas Natural Resource Conservation Commission as D-0160 (Davis WTP), D-0180 (Ullrich WTP), and D-0320 (Green WTP) at which the City currently diverts water from Lake Austin and Town Lake for municipal use; (2) such other points of diversion on Lake Austin and Town Lake which the City may so designate from time to time; and (3) such other points of diversion on the Colorado River downstream of Longhorn Dam that the City may so designate from time to time, provided that any such point downstream of Longhorn Dam must be either approved by LCRA, or authorized under independent water rights that are held by the City at such time. LCRA agrees to make available to the City at the Downstream Points of Diversion sufficient firm and/or stored water lawfully available under LCRA's independent adjudicated water rights, Certificates 14-5482, as amended, and Certificate 14-5478, as amended, for Lakes Travis and Buchanan respectively, or from any other source made available in the Colorado River and its tributaries to LCRA, as may be required from time to time to firm up and/or supplement the water available under the City's independent water rights (regardless of what those rights may be), to allow the City to divert at the Downstream Points of Diversion and use for municipal use each year the Downstream Firm Amount (hereinafter defined). The "Downstream Firm Amount" for any year is the difference between 325,000 acre-feet of water, consisting of 250,000 acre-feet plus the First Amendment Additional Amount of 75,000 acre-feet, and the amount of water, if any, actually diverted from Lake Travis by the City during that year

at the Lake Travis Point of Diversion. LCRA and the City agree that the firm and/or stored water to be made available by LCRA below Mansfield Dam hereunder for municipal use is to be made available by LCRA only when there is insufficient water available for the City to divert for such use under independent water rights that are held by the City at such time. LCRA and the City further agree that the aggregate amount of water diverted by the City in any year at the Downstream Points of Diversion and used for municipal use may exceed the Downstream Firm Amount for that year because of additional diversions by the City for such use under independent water rights that are held by the City at such time; provided, however, LCRA does not make any commitment under this Agreement, except pursuant to Paragraphs D, E and F, below, to make available any additional firm and/or stored water during any year after the City has diverted 325,000 acre-feet of water for municipal use from the Colorado River under any water right during that year. LCRA shall bear all transportation and evapotranspiration losses in the delivery of firm and/or stored water to the Downstream Points of Diversion.

- C. Other Uses. The "Other Use Points of Diversion" are (1) any Point of Diversion used by the City for municipal use (as defined above) which the City may so designate from time to time; (2) such other points of diversion on Lake Austin and Town Lake which the City may so designate from time to time; and (3) except for the points of diversion designated by the City to supply the City's share of water to the Fayette Power Project, such other points of diversion on the Colorado River downstream of Longhorn Dam that the City may so designate from time to time provided that any such point downstream of Longhorn Dam must be either approved by LCRA or authorized under independent water rights that are held by the City at such time. LCRA agrees to make available to the City for diversion by the City at the Other Use Points of Diversion the Remaining Amount (hereinafter defined) of firm and/or stored water each year under LCRA's independent

adjudicated water rights, Certificates 14-5482, as amended, and 15-5478, as amended, for Lakes Travis and Buchanan, respectively, or from any other source made available in the Colorado River and its tributaries to LCRA for industrial and irrigation use. The "Remaining Amount" for any year is the difference between 325,000 acre-feet and the total amount of water which was diverted by the City during that year at the Lake Travis Point of Diversion or another point of diversion on Lake Travis pursuant to Paragraph A above and the Downstream Points of Diversion (together, the "Points of Diversion") and used by the City for municipal use. LCRA and the City specifically agree that the aggregate amount of water diverted by the City in any year at the Other Use Points of Diversion for industrial use and irrigation may exceed the Remaining Amount for that year because of additional diversions for such uses by the City under its independent water rights, as such rights exist at the time. LCRA shall bear all transportation and evapotranspiration losses in the delivery of firm and/or stored water to the Other Use Points of Diversion.

- D. Lake Austin Level. LCRA agrees to pass through such inflows and release such stored water from Lake Travis as necessary to maintain the level of water in Lake Austin at not lower than three (3) feet below the crest of the dam, except in cases of emergency when the water level may be five (5) feet below the crest of the dam as currently constructed; provided, however, that the City shall not divert water from Lake Austin at any time in excess of the amounts set forth in this Agreement and the amounts that the City is authorized to divert pursuant to independent water rights that are held by the City at such time. The stored water made available by LCRA under this Paragraph D is in addition to the amounts made available under Paragraphs A, B, and C, above. The parties recognize that the City will need periodically to have the level of Lake Austin lowered for periods of time for various purposes including, without limitation, for maintenance of docks and

other structures and for control of aquatic vegetation. LCRA and the City agree to cooperate with each other to establish reasonable guidelines for any such lowering of Lake Austin.

- E. Town Lake Cooling Water. During periods when LCRA is releasing stored water from Lake Travis for any reason and such stored water flows into Town Lake, the City may divert, circulate, and recirculate such water from Town Lake for industrial (cooling) purposes, with no limitation as to amount or rate of diversion or the number or location of points of diversion on Town Lake, provided that not more than 24,000 acre-feet of water may be consumptively used by such use in any year. The City agrees that it will call on the inflow of the Colorado River and its tributaries to be passed through the Highland Lakes to honor the City's industrial (cooling) rights under Certified Filing No. 330, only to the extent that such inflow is needed to be impounded in Town Lake, and/or to the extent that it is necessary to pass such flow through Town Lake to reduce the temperature of the water in Town Lake, to allow the City to divert and use such water for industrial (cooling) purposes at all times to the full extent authorized under Certified Filing No. 330. LCRA agrees that during periods when it is not otherwise releasing sufficient stored water from Lake Travis, it will release such additional amounts of stored water requested by the City and deliver such water to Town Lake, in addition to releases of inflows and other stored water, to the extent that such additional stored water is needed to be impounded in Town Lake, and/or to the extent that it is necessary to pass such additional flow through Town Lake to reduce the temperature of the water in Town Lake, to allow the City to divert and use such water for industrial (cooling) purposes at all times to the full extent authorized under Certified Filing No. 330. The stored water made available by LCRA under this Paragraph E is in addition to the amounts made available under Paragraphs A, B, and C, above.

- F. Decker Lake Makeup. LCRA agrees to make available to the City for diversion by the City at the City's diversion point D-0470 (Decker Lake) on the Colorado River, up to 16,156 acre-feet of such water per year to the extent needed to firm up and/or supplement the City's independent water rights, and impound such water in Decker Lake for subsequent use therefrom for industrial (cooling) purposes. The City agrees to give LCRA prior notice of the duration and rate of the City's projected diversions of such water. The stored water made available under this Paragraph F is in addition to the amounts made available under Paragraphs A, B, and C, above, and is not subject to charges of the Water Rate by LCRA pursuant to Paragraph H(3).
- G. City's Service Area and Interbasin Transfers. The City agrees that all firm and/or stored water made available by LCRA to the City for municipal use, industrial use, and/or irrigation use pursuant to Paragraphs A, B, and C hereof shall only be used within the area described/depicted in Exhibit F, attached hereto and incorporated by reference, which includes (1) those areas on the Effective Date located within the City's municipal boundaries and the City's extraterritorial jurisdiction; (2) those areas outside the City's extraterritorial jurisdiction receiving retail service; and (3) those areas served by all customers having the right to water from the City under wholesale contracts in existence on the Effective Date. LCRA agrees that the City may, without prior written consent of LCRA, revise Exhibit F from time to time to reflect expansion of the City's municipal boundaries by annexation and changes in the City's extraterritorial jurisdiction. The City agrees that, if it intends subsequent to the Effective Date to provide retail service to additional areas outside the City's extraterritorial jurisdiction not described/depicted in Exhibit F, the City shall provide notice to LCRA of the City's intention to use the firm and/or stored water made available by LCRA to the City for municipal use, industrial use, and/or irrigation use pursuant to paragraphs A, B, and C hereof to provide retail service

to such areas. LCRA agrees that it will take no action to prevent the City from taking such action. The City agrees that, if it intends to provide treated water outside the City's extraterritorial jurisdiction under a wholesale contract to be entered into subsequent to the Effective Date, it may require the customer party to the contract to provide its own raw water purchased by the customer from the LCRA or some other source, and the City will revise Exhibit F to reflect the additional customer. Unless otherwise required by law, the City agrees to provide reasonable notice to LCRA if the City intends to take action subsequent to the Effective Date, whether by annexation, changes to the City's extraterritorial jurisdiction, or by entering into a wholesale contract to provide treated water under a wholesale contract, that will affect the City's service area described/depicted in Exhibit F and the City will revise Exhibit F and shall submit to LCRA the revised Exhibit F within thirty (30) days of such action. Failure by the City to notify LCRA of an annexation shall not (1) invalidate that annexation or (2) breach this First Amendment, the 1987 Agreement, or the 1966 Agreement. The City can cure failure to notify by providing a revised Exhibit F. The City may not extend its service area in accordance with that annexation until the City provides notice to LCRA of the annexation and submits a revised Exhibit F. To the extent allowed by the Texas Natural Resource Conservation Commission, all water transferred and used by the City outside of the Colorado River Basin or outside of the boundaries of LCRA's ten-county statutory district shall be deemed to be transferred and used under the City's independent water rights and so reported by the City, in which case no approval by LCRA shall be required.

- H. Additional Consideration. In addition to the other consideration given by the City to LCRA pursuant to the terms of this Agreement and pursuant to the terms of the 1987 Comprehensive Water Settlement Agreement by and between the City and LCRA, the

City shall pay LCRA for firm and/or stored water made available by LCRA to the City pursuant to the terms of this Agreement as follows:

- (1) As shown in Exhibit G attached hereto, LCRA agrees to impose no charge upon the City during the term of this Agreement and during the following fifty-year period, should the City elect to exercise its option to extend the 1987 Agreement to January 1, 2101, for the first 150,000 acre-feet of water diverted by the City in any calendar year for municipal use, industrial use, and/or irrigation pursuant to Paragraphs A, B, and C hereof, regardless whether the water is diverted by the City pursuant to the City's run-of-river water rights or is firm dependable water made available by LCRA under this Agreement.
- (2) As shown in Exhibit G attached hereto, LCRA agrees to impose no reservation fee during the term of this Agreement and during the following fifty-year period should the City elect to exercise its option to renew and extend appropriate sections of the 1966 Agreement for any portion of the first 250,000 acre-feet of firm and/or stored water made available by the LCRA to firm up and/or supplement the water diverted under the City's independent water rights by the City for municipal use, industrial use, and/or irrigation pursuant to Paragraphs A, B, and C hereof. LCRA agrees to require no additional payment as reservation fee for any portion of the First Amendment Additional Amount during the term of the Agreement and during the following fifty-year period should the City elect to exercise its option to renew and extend appropriate sections of the 1966 Agreement.

(3) Except as otherwise provided in Paragraph H(4) below, the City agrees to pay LCRA an amount of money equal to the Water Rate (hereinafter defined) applicable for the previous year multiplied by the amount of water, if any, by which the Payment Amount (hereinafter defined) for the previous year exceeds 150,000 acre-feet regardless of whether the water is diverted by the City pursuant to the City's run-of-river water rights or is firm dependable water made available by LCRA under this Agreement. The "Water Rate" applicable for any year is that rate determined by the Board of Directors of LCRA to be in effect on January 1 of that year for LCRA's sales of firm and/or stored water under this Agreement for municipal use, which rate shall be just and reasonable as required by law. The Water Rate currently in effect for such sales is \$105.00 per acre-foot of water diverted. The "Payment Amount" for any year is the sum of the following:

- (a) the total amount of water diverted by the City during that year at the Points of Diversion for municipal use pursuant to Paragraphs A and B hereof; plus
- (b) the net amount of water diverted by the City during that year at the Other Use Points of Diversion for industrial use and irrigation pursuant to Paragraph C hereof, such amount specifically not to include any water diverted by the City for such purposes of use under independent water rights that are held by the City at such time.

The Payment Amount shall not include any firm and/or stored water diverted or used by the City or otherwise made available by LCRA pursuant to Paragraphs D, E, and F hereof.

- (4) To postpone the date when the City will be required to make payments to LCRA in accordance with Paragraph H(3) above, the City in accordance with Paragraph H(5) below, agrees to make to LCRA, and LCRA agrees to accept, a payment for the right to divert in any calendar year amounts of water in excess of the 150,000 acre-feet and up to and including 201,000 acre-feet for municipal use, industrial use, and/or irrigation pursuant to Paragraphs A, B, and C hereof. The parties agree that when the annual average amount of water diverted by the City during any calendar period of two consecutive years exceeds 201,000 acre-feet per year for municipal use, industrial use, and/or irrigation pursuant to Paragraphs A, B, and C hereof, the City will pay LCRA for all of the water in excess of 150,000 acre-feet diverted by the City in all subsequent calendar years for municipal use, industrial use, and/or irrigation pursuant to Paragraphs A, B, and C hereof with said amount of money to be determined by LCRA in accordance with Paragraph H(3) above, regardless of whether the water is diverted by the City pursuant to the City's run-of-river water rights or is firm dependable water made available by LCRA under this Agreement . Should the City decide to exercise its option to extend the term of the 1987 Agreement to January 1, 2101, the rate charged by the LCRA for any and all amounts of water in excess of 150,000 acre-feet will be the Water Rate as defined in Paragraph H(3), above, in effect at that time and as may be amended from time to time.

- (5) The parties recognize that simultaneously with the execution of this First Amendment, the City has paid the LCRA \$100 million. The payment of \$100 million made by the City in accordance with this Paragraph H(5) is as follows: \$27,337,448 for the right to divert and use for municipal use, industrial uses, and/or irrigation pursuant to Paragraphs A, B, and C hereof, the amounts of water above 150,000 acre-feet and up to and including 201,000 acre-feet for the period beginning on the Effective Date and ending at the end of any calendar period of two consecutive years during which the City's use for municipal, industrial and irrigation purposes pursuant to Paragraphs A, B and C hereof exceeds 201,000 acre-feet per year, as discussed in Paragraph H(4), above, and \$72,662,552 in payment of a reservation fee for the First Amendment Additional Amount.

Subject to the provisions of the LCRA Act and any other applicable law and the Master Resolution authorizing the LCRA financing program adopted by the LCRA Board of Directors on September 22, 1999, and any future changes, supplements, additions or replacements of same, the LCRA intends to utilize the \$100 million received from the City in accordance with this Paragraph H(5) for improvements to dams and hydroelectric facilities on the Colorado River; for the purchase of water rights; for expansion of LCRA's Hydromet system; for flood management projects; for water quality management and other river management costs; and for other general and administrative costs of the LCRA's WaterCo line of business related to river management functions and the repayment of any debt associated with any such purposes. The LCRA will not

dedicate any of the \$100 million received from the City in accordance with this Paragraph H(5) for purposes of funding the costs of the water transmission line expansion of the West Travis County Regional Water System into western Travis and northern Hays counties. LCRA agrees to separately account for the \$100 million paid by the City to LCRA pursuant to this Paragraph H(5). The LCRA further agrees that such separate accounting will be audited on an annual basis and a copy of the auditor's annual report will be provided to the City showing the use of the funds pursuant to this Paragraph H(5).

- (6) The City agrees to pay LCRA an amount of money equal to the Additional Charge (hereinafter defined), if any, multiplied by the number of acre-feet of water diverted by the City at the Lake Travis Point of Diversion or some other point of diversion on Lake Travis subsequently identified by the City during the immediately preceding calendar year up to a maximum payment of \$1,000,000 in any year. The "Additional Charge" is a fixed rate of \$20.00 per acre-foot. LCRA agrees that the Additional Charge shall not be increased and that the maximum charge upon the City under this Paragraph H(6) shall not exceed \$1,000,000 in any year. There shall be no charge imposed upon the City under this Paragraph H(6) for any calendar year during which no water was diverted by the City at the Lake Travis Point of Diversion or some other point of diversion on Lake Travis subsequently identified by the City. In each year that the City is obligated to make payments to LCRA pursuant to the requirements of Paragraph H(3) and H(4) above and pursuant to this Paragraph H(6), the City shall pay LCRA the greater of the amounts owed as determined under

Paragraphs H(3) and H(4) as compared to the payments owed under this Paragraph H(6).

- I. Appeal of LCRA's Water Rate. At any time, the City has the right to appeal or otherwise challenge in a legal or regulatory proceeding the Water Rate as defined in Paragraph H(3).
- J. Reduction of First Amendment Additional Amount by City. After the tenth (10th) anniversary of the Effective Date of this First Amendment, and every ten (10) years thereafter throughout the term of the Agreement, the City may notify LCRA that the City intends to permanently reduce the First Amendment Additional Amount by up to 25,000 acre-feet a year. Provided, however, the aggregate amount by which the City may permanently reduce the First Amendment Additional Amount shall not exceed 25,000 acre-feet. After the City gives LCRA one (1) year's written notification of the City's intent to reduce the First Amendment Additional Amount, LCRA and the City agree to negotiate such a reduction in the First Amendment Additional Amount and (1) any related offsetting credit based upon the value of the water at the time of such reduction, to the City of a prorated portion of any future payments otherwise due to LCRA with the credit to be applied to future payment otherwise due to LCRA by the City pursuant to Paragraph H(4) and/or (2) an increase above 201,000 acre-feet in the amount of water for which the City has paid pursuant to Paragraph H(4).
- K. Water Rights. Nothing in this Agreement shall in any way be construed as a waiver or abandonment by the City or by LCRA of any of their respective water rights, or as a reduction, limitation or restriction of those rights. Nothing in this 1966 Agreement shall be construed as constituting an undertaking by LCRA to furnish water to the City except pursuant to the terms of this Agreement. Nothing in this Agreement shall in any way be construed to limit the City or LCRA in hereafter seeking the grant of amendments to their

respective water rights, the grant of additional rights to water from any source or at any location, or the acquisition of existing rights from third parties, or to limit the parties in opposing the grant of any such amendments or additional rights.

- L. Billing and Payment. In addition to the payment requirement set forth in Paragraph H(5) above, LCRA shall submit one bill for the amount, if any, due under Paragraphs H(3), H(4), and H(6) hereof for each year, on or before January 15 of the following year. Each such bill shall be paid by the City at LCRA's office in Austin, Texas, by check or bankwire on or before sixty (60) days from the date of receipt of the bill. Without limiting LCRA's rights in such event, if the City fails to pay the full amount due LCRA when the same is due, as herein provided, interest on the unpaid amount shall accrue at the maximum rate of interest allowed by law, such interest to apply from the date when such payment was due until such payment is made. In addition, the City shall be required to reimburse LCRA for all costs incurred by LCRA in seeking to collect any such payment, including, without limitation, reasonable attorneys fees. If the City should dispute its obligation to pay all or any part of the amount stated in any bill, in addition to all other rights that the City may have under law, the City may pay such amount under protest, in which case the amount in dispute shall be deposited by LCRA in an interest bearing account acceptable to both the LCRA and the City pending final resolution of such dispute.

- M. Metering of Diverted Water. To measure the amount of water withdrawn from each Point of Diversion for municipal use, and to measure the amount of firm and/or stored water withdrawn from each Other Use Point of Diversion for industrial use or irrigation, the City agrees at the City's expense to install (if such facilities are not already installed)

such flow meters and recording devices as are approved by LCRA, such meters to permit, within five percent (5%) accuracy, determination of quantities of water withdrawn in units of 1,000 gallons at such points of diversion for such purposes of use; provided, however, that the City shall not be obligated hereunder to install or maintain any flow meter to measure any water diverted pursuant to Paragraph E above. Such meters may be calibrated at any reasonable time by either party to this agreement, provided that the party making the calibration shall notify the other party at least two (2) weeks in advance and allow the other party to witness the calibration. LCRA may install, at its expense, check meters in or to any of the City's metering equipment at any time and may leave such check meters installed for such periods as is reasonably necessary to determine the accuracy of the City's metering equipment. On or before the first day of each month, LCRA shall have the right to make a reading of the meters installed by the City at each Point of Diversion. The City shall provide reasonable means of access to the meters for the representatives of LCRA.

Further, such meters shall be tested for accuracy by and at the expense of the City at least once each calendar year at intervals of approximately twelve (12) months and a report of such tests shall be furnished to LCRA. However, in the event any question arises at any time as to the accuracy of any such meter, such meter shall be tested promptly upon the demand of LCRA, the expense of such test to be borne by LCRA if the meter is found to be correct and by the City if it is found to be incorrect. Readings within five percent (5%) of accuracy shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of such meter shall be corrected at the rate of its inaccuracy for any period

which is definitely known and agreed upon or, if no such period is known and agreed upon, the shorter of the following periods shall be used as the basis for correction:

- (1) a period extended back either sixty (60) days from the date of demand for the test, or if no demand for the test was made, sixty (60) days from the date of the test; and
- (2) a period extending back half of the time elapsed since the last previous test; and the records of readings shall be adjusted accordingly.

Following each test of a meter, the same shall be adjusted by the City to register accurately. The City shall notify LCRA prior to making each test of any of the City's meters and LCRA shall have the right to have a representative present at each test to observe the same and any meter adjustments found to be necessary.

If the records of meter readings are adjusted pursuant to this Paragraph M, LCRA shall correct any bill submitted pursuant to Paragraph L above that includes charges for the period for which records of readings were adjusted, LCRA shall issue a corrected statement ("Corrected Statement"). If the City was charged and paid to LCRA more than the amounts shown on the Corrected Statement, the LCRA shall refund to the City the difference between the amount shown on the Corrected Statement and the amount paid by the City, or at LCRA's option credit the difference to the City's next annual statement submitted pursuant to Paragraph L above. If the City was charged and paid to LCRA less than the amounts shown on the Corrected Statement, the City shall pay to the LCRA the difference between the amount shown on the Corrected Statement and the amount previously paid by the City. Such refund or payment shall be paid or credited by one

party to the other by check or bankwire on or before ninety (90) days from the date of mailing of the Corrected Statement.

- N. Availability of Water. Notwithstanding any other provisions herein, LCRA does not represent or warrant that water will be available at any particular time or place or that Lakes Buchanan and Travis will be retained at any specific level at any particular time. It is fully understood by the parties hereto that the level of said lakes will vary as a result of LCRA's operation of its dams on the Colorado River and that this instrument is merely an agreement to require LCRA to make water available when and if water is present in said lakes or other sources made available in the Colorado River and its tributaries to LCRA, and to allow the City to make withdrawals of such water subject to applicable laws respecting the distribution and allocation of water during shortages of supply. If LCRA is unable to make water available at any time during the calendar period when the City is exercising its right to divert amounts of water in excess of 150,000 acre-feet and up to and including 201,000 acre-feet and for which the City has paid LCRA pursuant to Paragraph H(5) above, LCRA shall refund to the City a portion of the payment proportional to the amount of water not available.
- O. Pumping Facilities. The City's pumping and related facilities shall be installed, operated and maintained by the City at the City's sole expense and risk.
- P. Quality. LCRA makes no representation as to the quality of the water in Lakes Travis and Buchanan or from any other sources made available in the Colorado River and its tributaries to LCRA.
- Q. Impact Committee. The City and LCRA agree to establish, commencing within six (6) months after the Effective Date of this Agreement, a joint committee to discuss the

impact on the environment of water supply decisions by the City and the LCRA regarding the provision of water and wastewater services within Bastrop, Hays, Travis and Williamson Counties that affect the quality of water of the City or LCRA. The committee shall consist of three (3) members appointed by the City Council of the City and three (3) members appointed by the Board of the LCRA. The committee shall submit regular reports to the City Council and the Board of the LCRA for so long as the parties hereto deem it appropriate. After five (5) years, the committee is dissolved unless the parties mutually agree otherwise.

- R. Notice. Each notice under this agreement shall be mailed by certified mail, return receipt requested, and shall be effective on the date actually received. All notices and bills to the

City shall be addressed to:
Director, Water and Wastewater Utility
City of Austin, Texas
P.O. Box 1088
Austin, Texas 78767

Attachment: GOC-ADMIN-3 Copy of Ground Leases

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and all notices and payment to LCRA shall be addressed to:

General Manager
Attention: WaterCo
Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767

Either party may change its address by giving written notice of such change to the other party.

- S. No Third Party Beneficiary. The parties are entering into this agreement solely for the benefit of themselves and agree that nothing herein is intended to confer nor shall be

construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

T. Captions. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing upon the interpretation thereof.

U. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

V. Waiver. Any waiver at any time by either party with respect to a default or any other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

(6) Section 3.3 of the 1987 Agreement is stricken and this new Section 3.3 is substituted to read as follows:

"Continued Effectiveness. Except and to the extent that the 1966 Agreement and the contracts and agreements referred to in Section 3.2(b) above are modified, amended, and/or changed herein, said in full force and effect in accordance with the provisions contained therein until terminated as provided therein and as may be amended herein."

(7) Section 6.2 of the 1987 Agreement is stricken and this new Section 6.2 is substituted to read as follows:

"Term. This Agreement shall be in full force and effect to January 1, 2051. In the event that the City exercises its option pursuant to Section 3.2 to renew applicable sections of the 1966 Agreement relating to LCRA making available a firm water supply to the City

for an additional fifty-year period or if LCRA elects to exercise its option to renew applicable sections of the 1966 Agreement relating to electric power, use of City property, Tom Miller Dam, and the use of water for the generation of hydroelectric power at Tom Miller Dam for an additional fifty-year period, then this Agreement shall be in full force and effect until January 1, 2101.”

- (8) New Section 6.11 is hereby added to read as follows:

“Force Majeure. In the event that either the City or LCRA shall be prevented from performing any of its obligations due under the terms of the First Amendment as a result of some act, decision, or order of the Legislature or a court of the State of Texas, which by the exercise of due diligence neither the City nor LCRA was able to prevent or overcome, the City and LCRA shall each be excused from any further performance of the obligations and undertakings to make payments and to provide the First Amendment Additional Amount, and the LCRA shall refund a proportional amount of the monies by the City previously paid by the City as a reservation fee for the First Amendment Additional Amount and for any amount of water above 150,000 acre-feet and up to and including 201,000 acre-feet not yet used, nor to be used in the future, by the City.”

- (9) New Section 6.12 is hereby added to read as follows:

“Short Term Sales of Firm Water to Third Parties. In accordance with applicable LCRA Board Policies as amended from time to time, and consistent with the intent of the parties expressed in the

Memorandum of Understanding (MOU), dated June 8, 1999, LCRA agrees to adopt procedures to implement such policies as well as the parties' intent expressed in the June 8, 1999 MOU. LCRA agrees that the City shall be a party to any agreement with a third party for purchase on a short-term basis of any portion of the water reserved by the City pursuant to this First Amendment."

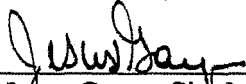
(10) New Section 6.13 is hereby added to read as follows:

"Mutual Release. The parties hereby mutually release each other from any claims or causes of action, if any, accruing prior to the Effective Date and arising out of, and directly related to, the provisions of Section 2 of the 1987 Agreement related to proposed construction of Water Treatment Plant No. 4 by the City."

All Sections of the 1987 Agreement not amended hereby shall remain in full force and effect.


IN WITNESS WHEREOF, this First Amendment to the December 10, 1987 Comprehensive Water Settlement Agreement Between the City of Austin and the Lower Colorado River Authority is executed as of the date first written above on behalf of the City and LCRA by their respective authorized officers, in multiple counterparts, each of which shall constitute an original.

CITY OF AUSTIN, TEXAS

By: 
Jesus Garza, City Manager

ATTEST: 

LOWER COLORADO RIVER AUTHORITY

By: 
Mark Rose, General Manager

ATTEST: 

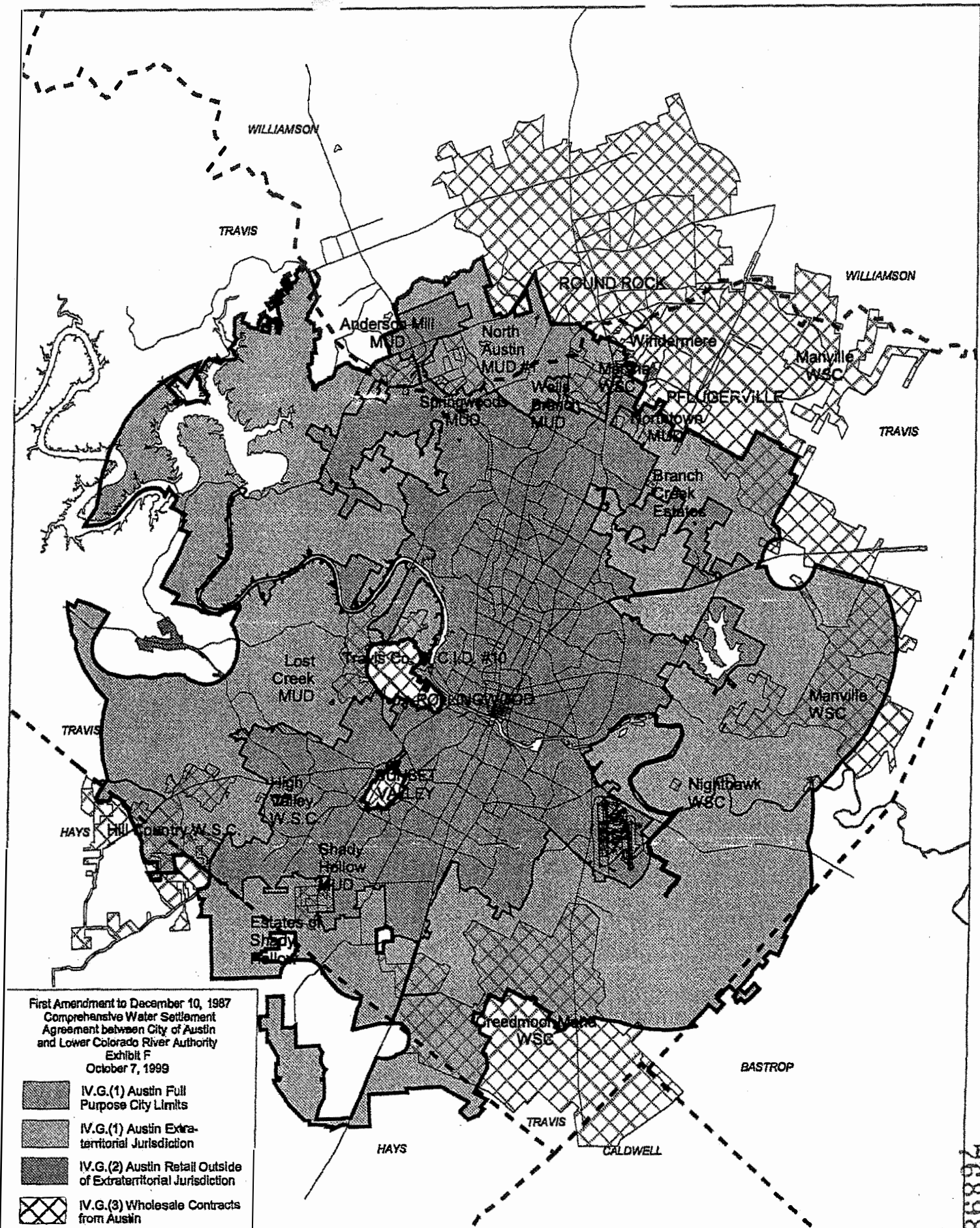
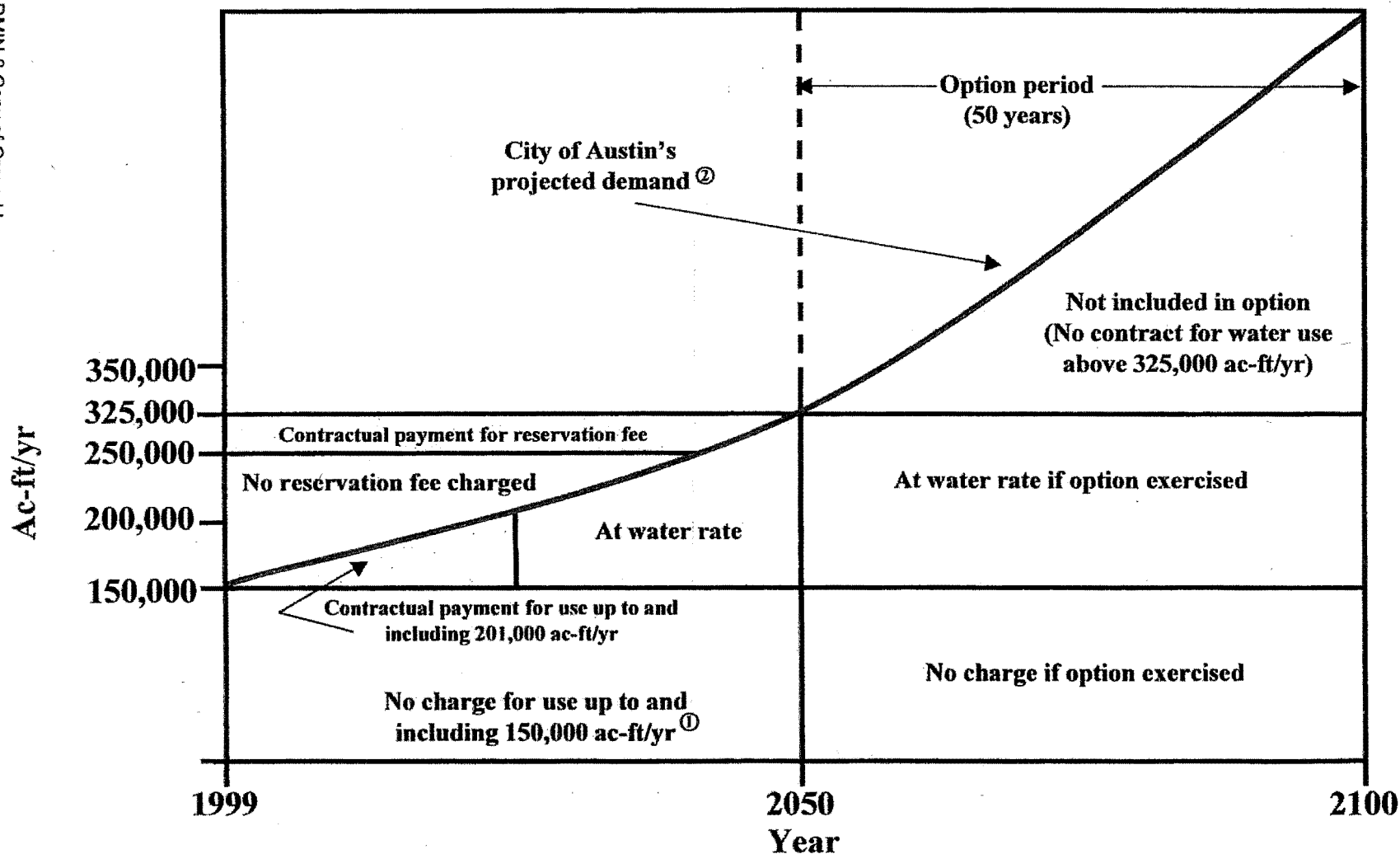


Exhibit G

(Illustrative purposes only)



① Consists of City of Austin's independent run-of-river water rights firmed up and/or supplemented with water from the LCRA.

② Based on 1999 projections. Actual demand curve may vary. Dates are approximate. Annual water use volumes, not dates, control changes in payment requirements.

**Figure 3b:
Land Lease between LCRA
and the City of Austin
(1947 Land Lease Agreement)**

105-
410

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That the City of Austin (hereinafter called "City") and the Lower Colorado River Authority (hereinafter called "Authority") for and in consideration of the benefits to be derived by each party by the terms of this contract have this day agreed and contracted as follows:

I.

The City is the owner of a certain tract of land located in the Daniel J. Gilbert & Cook Survey and bounded as follows: On the east by the Austin Dam Boulevard, on the north by the northern boundary of the property of the City of Austin, on the west by Lake Austin, and on the south by the embankment of the existing Austin Dam, which property is enclosed in a fence and is now occupied by Lower Colorado River Authority, and which property is described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes. The City is desirous of leasing the above described property to the Authority, and the Authority is desirous of leasing said property from the City on the terms and conditions set out hereinbelow. The City has duly determined that it has the power and right to lease said property for the purposes set out hereinbelow and so represents to the Authority.

II.

The City leases to the Authority, and the Authority leases from the City the property described hereinabove for the purpose of placing thereon an office building to be occupied by the Authority, its officers, agents and employees during the term of this lease, said building to be situated upon a portion of the property described in Exhibit "A", and the re-

This lease agreement was extended until Dec 31, 2007 by 1966 agreement with City 2
G. I. Authority 1654 No. 371-2-943 (continued 4874)

mainder of said property is to be used in connection with the maintenance, use and occupancy of said building.

A
III.

The Authority is to have the right to use and occupy the property described in Exhibit "A" for the purposes set out hereinabove from the date hereof to the 31st day of December, 1971; after which date, subject to the City's having given the notice referred to hereinbelow, the City is hereby given the option to purchase said building to be constructed by the Authority at the then appraised market value of the building; the Authority to have the right to remove from the building and the premises, in the event of purchase by the City, all furniture and fixtures, records and files, and any and all other property that is not permanently affixed to the real estate described in Exhibit "A" attached hereto or that is not permanently affixed to the office building which is to be constructed thereon by the Authority.

In the event the City does not elect to exercise the option to purchase said building at the termination of the primary term of this agreement (being December 31, 1971), then, at the expiration of said primary term, this lease shall be extended for a further period of two (2) years, and thereafter for further two-year periods until the City shall, at the end of any such two-year period, purchase and pay for said office building. This lease and agreement and all the terms and provisions hereof shall remain in full force and effect during the extended term of the agreement the same as during the primary term of this agreement.

In the event the City elects to exercise the option referred to hereinabove to be exercised on the expiration of

the primary term of this agreement (being December 31, 1971) or at any time thereafter, the City will give to the Authority written notice of its desire to exercise said option, and such written notice must be given not less than two (2) years prior to the date on which the City desires to exercise said option. This two (2) years prior notice is of the essence, so as to enable the Authority to find other office space.

In the event the parties are unable to agree upon the appraised market value of said building, if the City desires to exercise its option, as aforesaid, then a Board of Appraisers will be appointed, consisting of three members, one to be appointed by the City, one by the Authority, and the third member to be selected by said two members, and if the two members cannot agree upon a third member, then said third member shall be named by the then Chief Justice of the Supreme Court of Texas, and said Board of Appraisers will within six months from the date of the selection of the third member thereof render its decision, which shall be binding upon the parties. A decision by any two of the three members of the Board of Appraisers shall be considered as being the decision of the Board of Appraisers.

IV.

It is contemplated that the Authority will construct an office building suitable to its needs upon the real estate described in Exhibit "A" which is attached hereto. Both parties are familiar with the existing condition concerning the construction of new buildings. It is, therefore, agreed that the Authority shall have a period of two years from the date hereof in which to commence the construction of said proposed building. If construction is not commenced on or before the date two years herefrom, then this agreement shall be of no further force and effect, and the City and the Authority shall occupy the same position with respect to said property as if this contract had never been made. However,

if the Authority begins the construction of said building within two years from the date hereof, then this contract shall remain in full force and effect during the term specified hereinabove, including any and all extended terms.

V.

During the term of this contract, including the primary term and any extension thereof, the Authority shall have the right to use and occupy the premises described in Exhibit "A", and the City agrees that the City will in no manner interfere with said use and occupancy.

VI.

The Authority hereby agrees to pay to the City and the City agrees to accept from the Authority as full compensation for the use of the land covered by this agreement during the primary term hereof (the primary term being from date hereof through December 31, 1971) the sum of Four Thousand (\$4,000.00) Dollars; provided, however, it is understood by the parties hereto that said sum of \$4,000.00 is not to become due and payable until and unless the Authority begins the actual construction of said office building within the time specified in paragraph IV of this agreement. When and if said actual construction is begun by Authority, then said \$4,000.00 will become due and payable. In the event construction is not commenced within the period of time specified in paragraph IV, then the Authority shall not be obligated to make any rental payment whatsoever to the City.

The above mentioned rental payment of \$4,000.00 covers the full amount of rental that will be due by the Authority to the City for the term ending December 31, 1971. In the event the term of this agreement is extended for an additional period or periods of two (2) years as set out in paragraph III hereof, then the Authority will pay to the City as rental the sum of One Hundred Sixty (\$160.00) Dollars per

year for each year the said lease is extended and remains in full force and effect after the 31st day of December, 1971, said payment to be made by the Authority within thirty (30) days after the beginning of each additional year during which this lease and agreement remains in full force and effect.

VII.

It is distinctly understood and agreed by the parties hereto that this contract does not in any manner (except to the extent that it effects the right of the Authority to construct a building on the premises described in Exhibit "A", and the rights of the Authority and the City with respect to said building if constructed) change, alter, amend, add to or restrict the existing contract between the City and the Authority dated February 5, 1938, and pertaining to Austin Dam, which contract is in all things ratified and affirmed.

IN WITNESS WHEREOF the parties to this agreement have executed the same by their duly authorized officers this the 17 day of March, 1947.

CITY OF AUSTIN

BY:

Tom Miller
Mayor

BY:

Gunter Hays
City Manager

ATTEST:

Helen M. Keller
City Secretary

LOWER COLORADO RIVER AUTHORITY

BY:

Orville Britton
Chairman of the Board

ATTEST:

A. Schuler
Secretary

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, _____, signed authority, on this day personally appeared Tom _____, Mayor of the City of Austin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 17 day of March, A. D. 1947.

Helen M. Keller
Notary Public, Travis County, Texas

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared Gulton Morgan, City Manager of the City of Austin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 17
day of March, A. D. 1947.

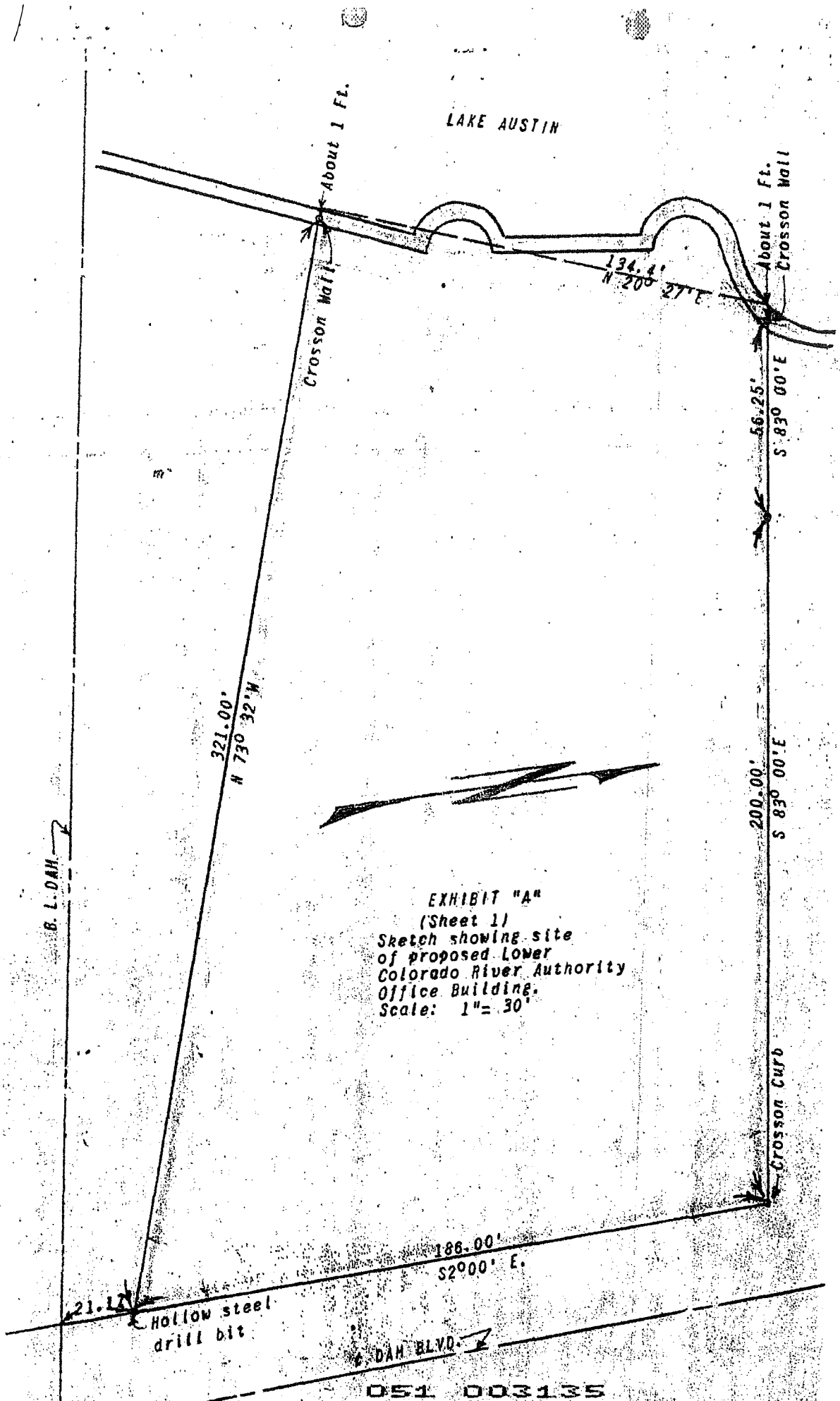
Helen K. Busch
Notary Public, Travis County,
Texas.

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared Orville Buttery, Chairman of the Board of Directors of the Lower Colorado River Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 20
day of March, A. D. 1947.

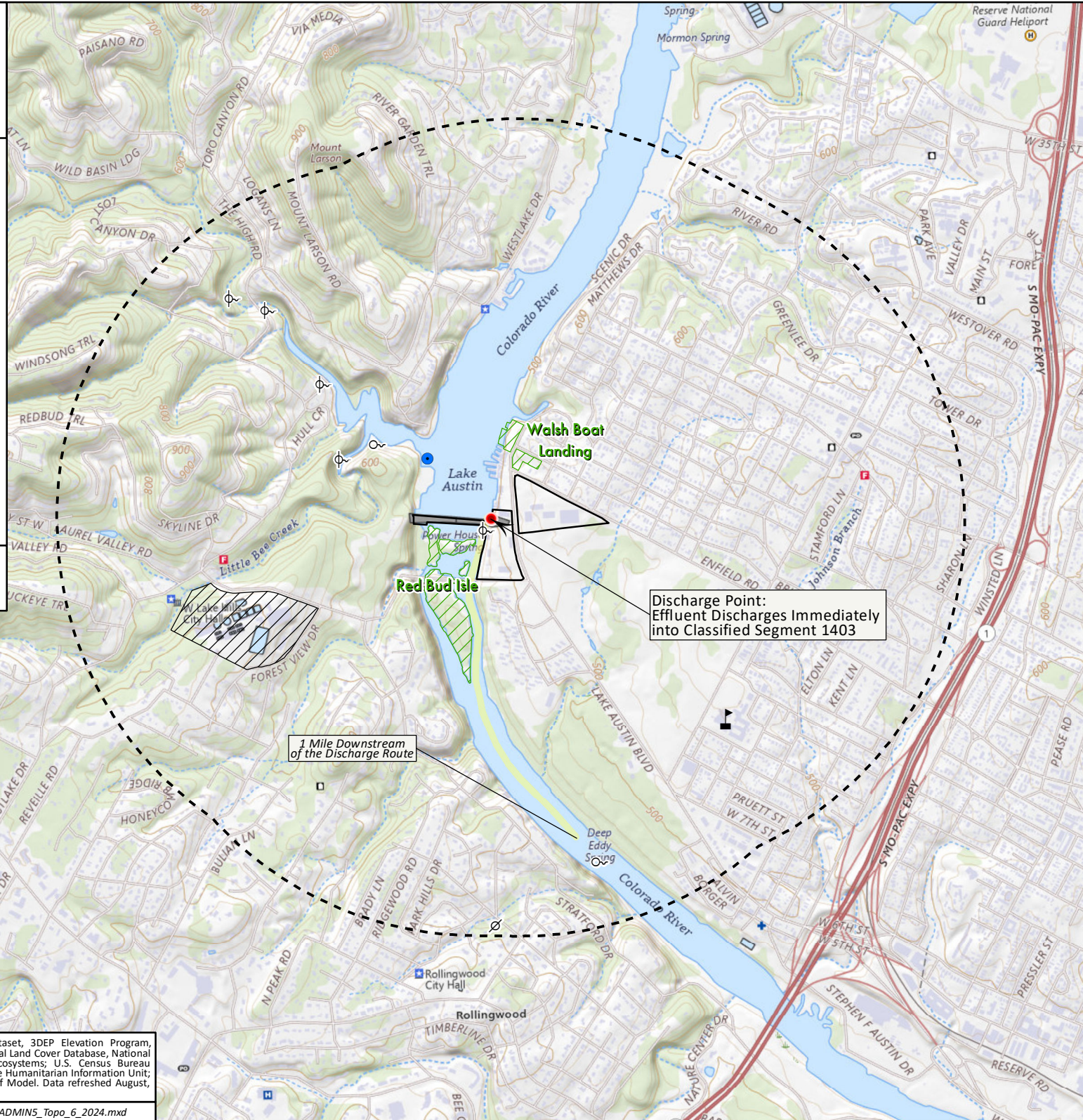
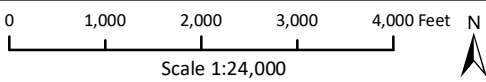
Morris S. Schwarz
Notary Public, Travis County,
Texas.



Attachment GOC-ADMIN-5
USGS Topographic Map

LCRA General Office Complex GOC-ADMIN-5 Current USGS Topographic Map

- Discharge Point
 - City of Austin Surface Water Supply Intake
 - 🏫 O Henry Middle School
 - ▭ LCRA GOC Property Boundary
 - ⋯ 1 Mile Radius around GOC Facility
 - ▨ City of Austin Water Treatment Plant
 - ▨ Parks around the Point of Discharge
- From the Texas Water Development Board's Groundwater Database:**
- Spring
 - ⊕ Unused Spring
 - ⊗ Unused Public Water Supply Well



Service Layer Credits: USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed August, 2021.

Path: V:\Survey\Project\Waterco\Water_Wastewater\GOC_Austin_West\GOC_ADMIN5_Topo_6_2024.mxd

Attachment GOC-ADMIN-6
Supplemental Permit Information Form (SPIF)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department

____ U.S. Army Corps of Engineers

This form applies to TPDES permit applications only. (Instructions, Page 53)

Complete this form as a separate document. TCEQ will mail a copy to each agency as required by our agreement with EPA. If any of the items are not completely addressed or further information is needed, we will contact you to provide the information before issuing the permit. Address each item completely.

Do not refer to your response to any item in the permit application form. Provide each attachment for this form separately from the Administrative Report of the application. The application will not be declared administratively complete without this SPIF form being completed in its entirety including all attachments. Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at WQ-ARPTeam@tceq.texas.gov or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: Lower Colorado River Authority

Permit No. WQ00 03516000EPA ID No. TX 109444

Address of the project (or a location description that includes street/highway, city/vicinity, and county):

3700 Lake Austin Blvd, Austin, Texas 78703

Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Prefix (Mr., Ms., Miss): Ms.

First and Last Name: Julie Podbielski

Credential (P.E, P.G., Ph.D., etc.):

Title: Environmental Advisor

Mailing Address: P.O. Box 220; H305

City, State, Zip Code: Austin, Texas, 78767

Phone No.: 512-730-5633 Ext.: Fax No.:

E-mail Address: Julie.podbielski@lcra.org

2. List the county in which the facility is located: Travis
3. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

The University of Texas System and City of Austin

4. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the classified segment number.

Discharge is directly to Lake Austin in Segment No. 1403 of the Colorado River Basin

5. Please provide a separate 7.5-minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required in addition to the map in the administrative report).

Provide original photographs of any structures 50 years or older on the property.

Does your project involve any of the following? Check all that apply.

- ☐ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☐ Vibration effects during construction or as a result of project design
- ☐ Additional phases of development that are planned for the future
- ☐ Sealing caves, fractures, sinkholes, other karst features

☐ Disturbance of vegetation or wetlands

1. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features):

No construction proposed with this renewal.

2. Describe existing disturbances, vegetation, and land use:

Existing site use includes multi-story office buildings, parking lots, landscaping, stormwater impoundment, and hydroelectric dam.

THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS

3. List construction dates of all buildings and structures on the property:

4. Provide a brief history of the property, and name of the architect/builder, if known.

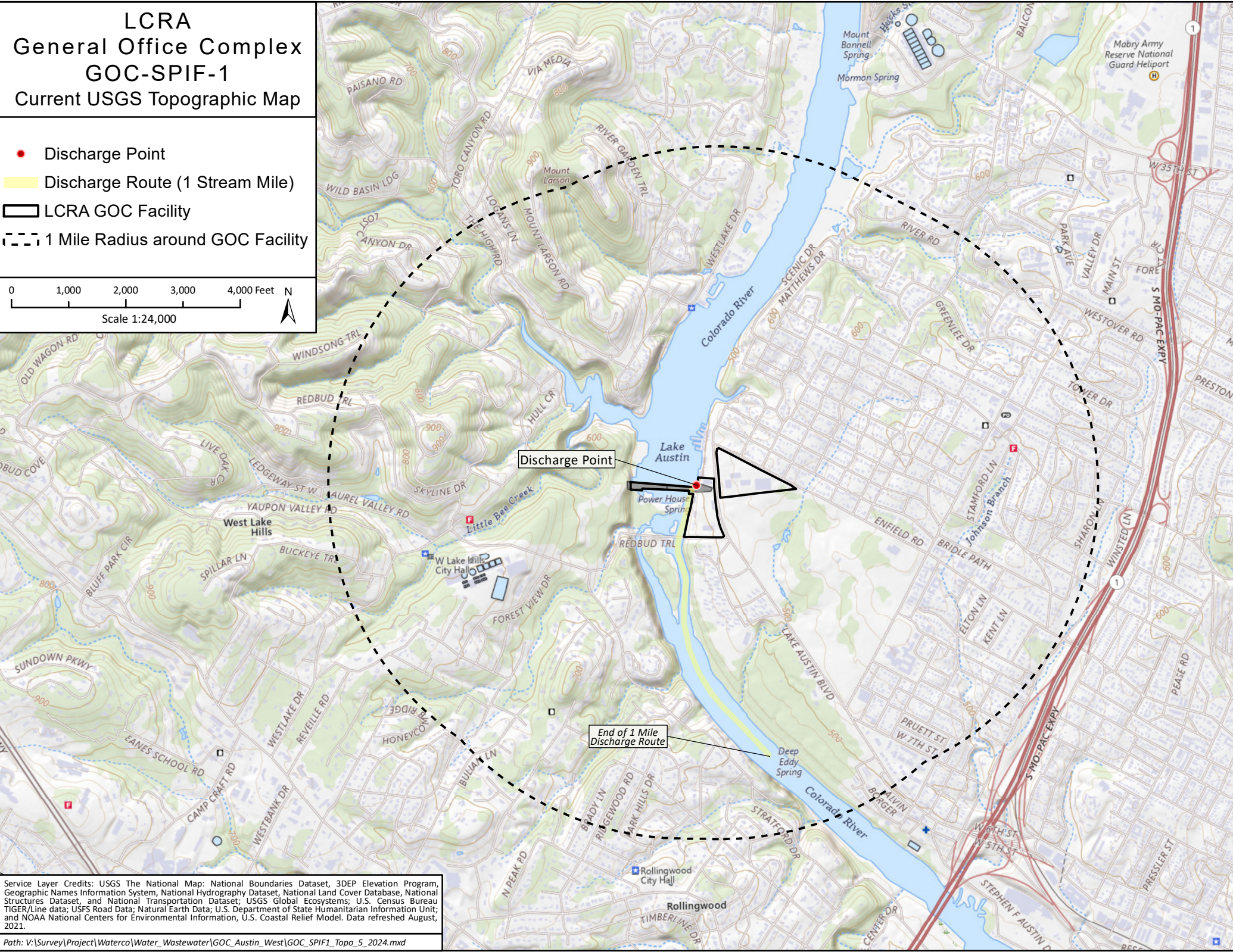
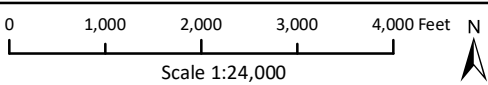
SUPPLEMENTAL PERMIT INFORMATION FORM

ATTACHMENTS

1. USGS Topographic Map (GOC-SPIF-1)
2. Location Map (GOC-SPIF-2)
3. Original Photos of Structures (GOC-SPIC-3)

LCRA General Office Complex GOC-SPIF-1 Current USGS Topographic Map

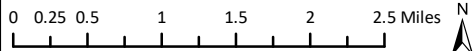
- Discharge Point
- Discharge Route (1 Stream Mile)
- ▭ LCRA GOC Facility
- - - 1 Mile Radius around GOC Facility



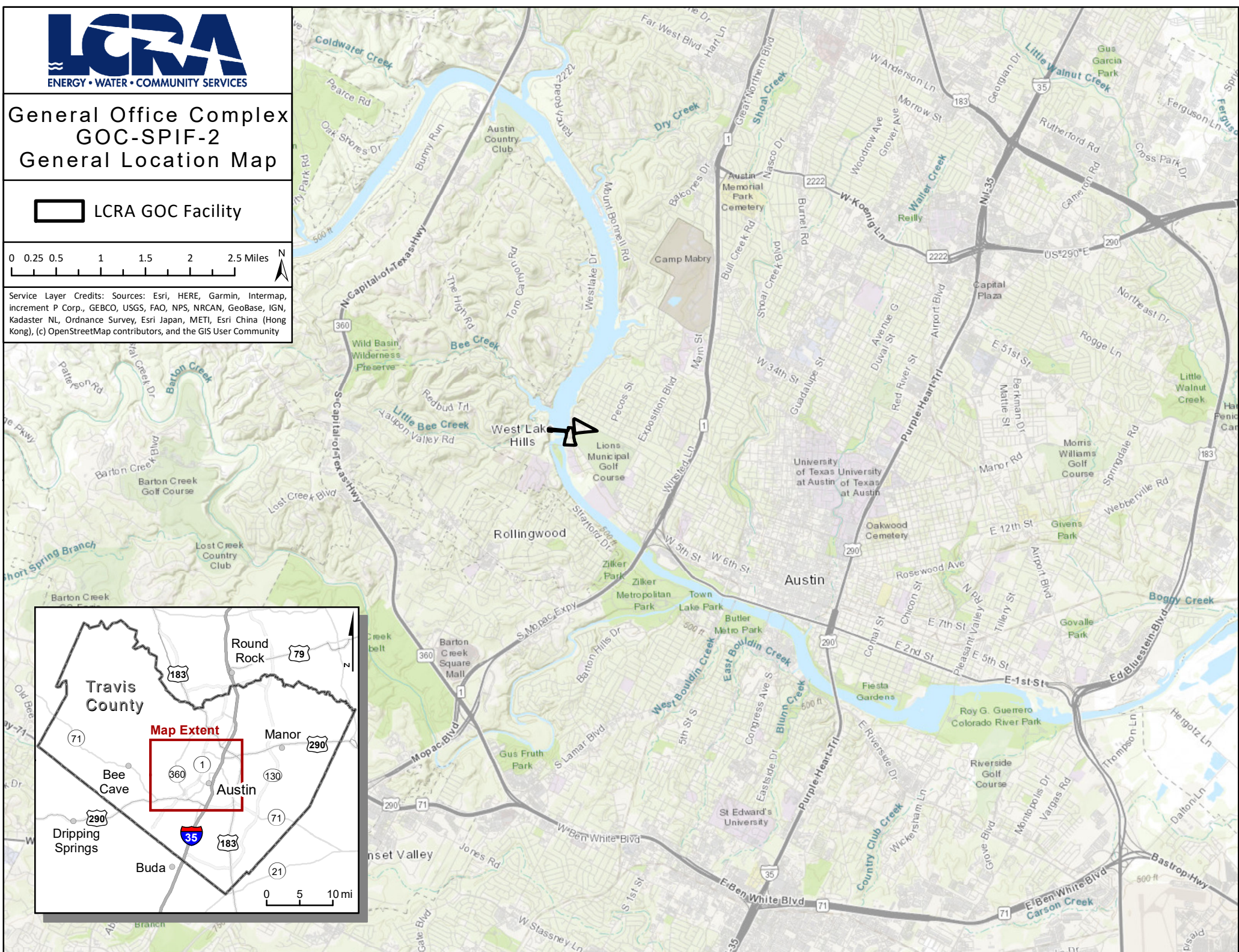


General Office Complex GOC-SPIF-2 General Location Map

 LCRA GOC Facility



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



Attachment: GOC-SPIF-3 - Original Photographs



Original Photograph: Miller Building

Note: In prior applications, a photograph of the LCRA old Environmental Laboratory Building was included in this section; however, the old Environmental Laboratory Building has been demolished in order to build the Red Bud Center.



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION

TECHNICAL REPORT 1.0

The following information **is required** for all applications for a TLAP or an individual TPDES discharge permit.

For **additional information** or clarification on the requested information, please refer to the [Instructions for Completing the Industrial Wastewater Permit Application](https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html)¹ available on the TCEQ website. Please contact the Industrial Permits Team at 512-239-4671 with any questions about this form.

If more than one outfall is included in the application, provide applicable information for each individual outfall. **If an item does not apply to the facility, enter N/A** to indicate that the item has been considered. Include separate reports or additional sheets as **clearly cross-referenced attachments** and provide the attachment number in the space provided for the item the attachment addresses.

NOTE: This application is for an industrial wastewater permit only. Additional authorizations from the TCEQ Waste Permits Division or the TCEQ Air Permits Division may be needed.

Item 1. Facility/Site Information (Instructions, Page 39)

- a. Describe the general nature of the business and type(s) of industrial and commercial activities. Include all applicable SIC codes (up to 4).

The Lower Colorado River Authority (LCRA) was created by the Texas Legislature in 1934. LCRA provides a multitude of services including public power, management of the Lower Colorado River, and the operation of transmission lines. The facility for which this permit is submitted is LCRA's multi-story office complex called the General Office Complex.

- b. Describe all wastewater-generating processes at the facility.

Pumps mounted on the upstream face of Tom Miller Dam provide lake water to the air conditioning system for the LCRA's General Office Complex (GOC), which includes the Shapiro, Hancock, Long, and Miller Buildings.

Surface (lake) water pumped from the pump station flows through a 12-inch welded pipe to the GOC where it is passed through the heat exchanger for the air conditioning system. From the heat exchanger, the water is discharged back into Lake Austin at a point approximately 100 feet upstream of the Tom Miller dam. The discharge is below the water's surface.

An optional automatic self-cleaning strainer is located on the 12-inch pipe. Backwash from the strainer empties directly back into the lake. This strainer is used infrequently.

¹
https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html

- c. Provide a list of raw materials, major intermediates, and final products handled at the facility.

Materials List

Raw Materials	Intermediate Products	Final Products
Surface Water		Air Conditioning

Attachment: [Click to enter text.](#)

- d. Attach a facility map (drawn to scale) with the following information:

- Production areas, maintenance areas, materials-handling areas, waste-disposal areas, and water intake structures.
- The location of each unit of the WWTP including the location of wastewater collection sumps, impoundments, outfalls, and sampling points, if significantly different from outfall locations.

Attachment: [GOC-TECH-1: Facility Map](#)

- e. Is this a new permit application for an existing facility?

☐ Yes ☒ No

If **yes**, provide background discussion: [N/A](#)

- f. Is/will the treatment facility/disposal site be located above the 100-year frequency flood level.

☒ Yes ☐ No

List source(s) used to determine 100-year frequency flood plain: [FEMA Flood Insurance Rate Map ID: 48453C0445K eff. 1/22/2020](#)

If **no**, provide the elevation of the 100-year frequency flood plain and describe what protective measures are used/proposed to prevent flooding (including tail water and rainfall run-on controls) of the treatment facility and disposal area: [Click to enter text.](#)

Attachment: [Click to enter text.](#)

- g. For **new** or **major amendment** permit applications, will any construction operations result in a discharge of fill material into a water in the state?

☐ Yes ☐ No ☒ N/A (renewal only)

- h. If **yes** to Item 1.g, has the applicant applied for a USACE CWA Chapter 404 Dredge and Fill permit?

☐ Yes ☐ No

If **yes**, provide the permit number: [Click to enter text.](#)

If **no**, provide an approximate date of application submittal to the USACE: [Click to enter text.](#)

Item 2. Treatment System (Instructions, Page 40)

- a. List any physical, chemical, or biological treatment process(es) used/proposed to treat wastewater at this facility. Include a description of each treatment process, starting with initial treatment and finishing with the outfall/point of disposal.

Lake water is not treated except for an optional mechanical strainer to remove debris.

- b. Attach a flow schematic **with a water balance** showing all sources of water and wastewater flow into the facility, wastewater flow into and from each treatment unit, and wastewater flow to each outfall/point of disposal.

Attachment: [GOC-TECH-2: Water Balance](#)

Item 3. Impoundments (Instructions, Page 40)

Does the facility use or plan to use any wastewater impoundments (e.g., lagoons or ponds?)

☐ Yes ☒ No

If **no**, proceed to Item 4. If **yes**, complete **Item 3.a** for **existing** impoundments and **Items 3.a - 3.e** for **new or proposed** impoundments. **NOTE:** See instructions, Pages 40-42, for additional information on the attachments required by Items 3.a – 3.e.

- a. Complete the table with the following information for each existing, new, or proposed impoundment. Attach additional copies of the Impoundment Information table, if needed.

Use Designation: Indicate the use designation for each impoundment as Treatment (T), Disposal (D), Containment (C), or Evaporation (E).

Associated Outfall Number: Provide an outfall number if a discharge occurs or will occur.

Liner Type: Indicate the liner type as Compacted clay liner (C), In-situ clay liner (I), Synthetic/plastic/rubber liner (S), or Alternate liner (A). **NOTE:** See instructions for further detail on liner specifications. If an alternate liner (A) is selected, include an attachment that provides a description of the alternate liner and any additional technical information necessary for an evaluation.

Leak Detection System: If any leak detection systems are in place/planned, enter Y for yes. Otherwise, enter N for no.

Groundwater Monitoring Wells and Data: If groundwater monitoring wells are in place/planned, enter Y for yes. Otherwise, enter N for no. Attach any existing groundwater monitoring data.

Dimensions: Provide the dimensions, freeboard, surface area, storage capacity of the impoundments, and the maximum depth (not including freeboard). For impoundments with irregular shapes, submit surface area instead of length and width.

Compliance with 40 CFR Part 257, Subpart D: If the impoundment is required to be in compliance with 40 CFR Part 257, Subpart D, enter Y for yes. Otherwise, enter N for no.

Date of Construction: Enter the date construction of the impoundment commenced (mm/dd/yy).

Impoundment Information

Parameter	Pond #	Pond #	Pond #	Pond #
Use Designation: (T) (D) (C) or (E)				
Associated Outfall Number				
Liner Type (C) (I) (S) or (A)				
Alt. Liner Attachment Reference				
Leak Detection System, Y/N				
Groundwater Monitoring Wells, Y/N				
Groundwater Monitoring Data Attachment				
Pond Bottom Located Above The Seasonal High-Water Table, Y/N				
Length (ft)				
Width (ft)				
Max Depth From Water Surface (ft), Not Including Freeboard				
Freeboard (ft)				
Surface Area (acres)				
Storage Capacity (gallons)				
40 CFR Part 257, Subpart D, Y/N				
Date of Construction				

Attachment: [Click to enter text.](#)

The following information (**Items 3.b – 3.e**) is required only for **new or proposed** impoundments.

- b. For new or proposed impoundments, attach any available information on the following items. If attached, check **yes** in the appropriate box. Otherwise, check **no** or **not yet designed**.

1. Liner data

☐ Yes ☐ No ☐ Not yet designed

2. Leak detection system or groundwater monitoring data

☐ Yes ☐ No ☐ Not yet designed

3. Groundwater impacts

☐ Yes ☐ No ☐ Not yet designed

NOTE: Item b.3 is required if the bottom of the pond is not above the seasonal high-water table in the shallowest water-bearing zone.

Attachment: [Click to enter text.](#)

For TLAP applications: Items 3.c – 3.e are **not required**, continue to Item 4.

- c. Attach a USGS map or a color copy of original quality and scale which accurately locates and identifies all known water supply wells and monitor wells within ½-mile of the impoundments.

Attachment: [Click to enter text.](#)

- d. Attach copies of State Water Well Reports (e.g., driller's logs, completion data, etc.), and data on depths to groundwater for all known water supply wells including a description of how the depths to groundwater were obtained.

Attachment: [Click to enter text.](#)

- e. Attach information pertaining to the groundwater, soils, geology, pond liner, etc. used to assess the potential for migration of wastes from the impoundments or the potential for contamination of groundwater or surface water.

Attachment: [Click to enter text.](#)

Item 4. Outfall/Disposal Method Information (Instructions, Page 42)

Complete the following tables to describe the location and wastewater discharge or disposal operations for each outfall for discharge, and for each point of disposal for TLAP operations.

If there are more outfalls/points of disposal at the facility than the spaces provided, copies of pages 6 and/or numbered accordingly (i.e., page 6a, 6b, etc.) may be used to provide information on the additional outfalls.

For TLAP applications: Indicate the disposal method and each individual irrigation area **I**, evaporation pond **E**, or subsurface drainage system **S** by providing the appropriate letter designation for the disposal method followed by a numerical designation for each disposal

area in the space provided for **Outfall** number (e.g. E1 for evaporation pond 1, I2 for irrigation area No. 2, etc.).

Outfall Longitude and Latitude

Outfall No.	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
001	30.294167	-97.784722

Outfall Location Description

Outfall No.	Location Description
001	From 12-inch pipe into Lake Austin

Description of Sampling Point(s) (if different from Outfall location)

Outfall No.	Description of sampling point
001	Temperature taken on the condenser water return pipe located inside the Central Plant of the Hancock basement; pH reading taken from chillers.

Outfall Flow Information - Permitted and Proposed

Outfall No.	Permitted Daily Avg Flow (MGD)	Permitted Daily Max Flow (MGD)	Proposed Daily Avg Flow (MGD)	Proposed Daily Max Flow (MGD)	Anticipated Discharge Date (mm/dd/yy)
001	1.25	2.5	N/A	N/A	N/A

Outfall Discharge - Method and Measurement

Outfall No.	Pumped Discharge? Y/N	Gravity Discharge? Y/N	Type of Flow Measurement Device Used
001	Y	N	Flow Meter

Outfall Discharge - Flow Characteristics

Outfall No.	Intermittent Discharge? Y/N	Continuous Discharge? Y/N	Seasonal Discharge? Y/N	Discharge Duration (hrs/day)	Discharge Duration (days/mo)	Discharge Duration (mo/yr)
001	N	Y	N	24	30	12

Outfall Wastestream Contributions

Outfall No. **001**

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Lake water used for cooling	0.527	100%

Outfall No. [Click to enter text.](#)

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow

Outfall No. [Click to enter text.](#)

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow

Attachment: N/A

Item 5. Blowdown and Once-Through Cooling Water Discharges (Instructions, Page 43)

a. Indicate if the facility currently or proposes to:

- ☐ Yes ☒ No Use cooling towers that discharge blowdown or other wastestreams
- ☐ Yes ☒ No Use boilers that discharge blowdown or other wastestreams
- ☒ Yes ☐ No Discharge once-through cooling water

NOTE: If the facility uses or plans to use cooling towers or once-through cooling water, Item 12 **is required**.

b. If **yes** to any of the above, attach an SDS with the following information for each chemical additive.

- Manufacturers Product Identification Number
- Product use (e.g., biocide, fungicide, corrosion inhibitor, etc.)
- Chemical composition including CASRN for each ingredient
- Classify product as non-persistent, persistent, or bioaccumulative
- Product or active ingredient half-life
- Frequency of product use (e.g., 2 hours/day once every two weeks)
- Product toxicity data specific to fish and aquatic invertebrate organisms
- Concentration of whole product or active ingredient, as appropriate, in wastestream.

In addition to each SDS, attach a summary of the above information for each specific wastestream and the associated chemical additives. Specify which outfalls are affected.

Attachment: N/A – no chemicals used

c. Cooling Towers and Boilers

If the facility currently or proposes to use cooling towers or boilers that discharge blowdown or other wastestreams to the outfall(s), complete the following table.

Cooling Towers and Boilers

Type of Unit	Number of Units	Daily Avg Blowdown (gallons/day)	Daily Max Blowdown (gallons/day)
Cooling Towers	0	-	-
Boilers	0	-	-

Item 6. Stormwater Management (Instructions, Page 44)

Will any existing/proposed outfalls discharge stormwater associated with industrial activities, as defined at 40 CFR § 122.26(b)(14), commingled with any other wastestream?

- ☐ Yes ☒ No

If **yes**, briefly describe the industrial processes and activities that occur outdoors or in a manner which may result in exposure of the activities or materials to stormwater: N/A

Item 7. Domestic Sewage, Sewage Sludge, and Septage Management and Disposal (Instructions, Page 44)

Domestic Sewage - Waste and wastewater from humans or household operations that is discharged to a wastewater collection system or otherwise enters a treatment works.

- a. Check the box next to the appropriate method of domestic sewage and domestic sewage sludge treatment or disposal. Complete Worksheet 5.0 or Item 7.b if directed to do so.
- ☒ Domestic sewage is routed (i.e., connected to or transported to) to a WWTP permitted to receive domestic sewage for treatment, disposal, or both. Complete Item 7.b.
 - ☐ Domestic sewage disposed of by an on-site septic tank and drainfield system. Complete Item 7.b.
 - ☐ Domestic and industrial treatment sludge ARE commingled prior to use or disposal.
 - ☐ Industrial wastewater and domestic sewage are treated separately, and the respective sludge IS NOT commingled prior to sludge use or disposal. Complete Worksheet 5.0.
 - ☐ Facility is a POTW. Complete Worksheet 5.0.
 - ☐ Domestic sewage is not generated on-site.
 - ☐ Other (e.g., portable toilets), specify and Complete Item 7.b: [Click to enter text.](#)
- b. Provide the name and TCEQ, NPDES, or TPDES Permit No. of the waste-disposal facility which receives the domestic sewage/septage. If hauled by motorized vehicle, provide the name and TCEQ Registration No. of the hauler.

Domestic Sewage Plant/Hauler Name

Plant/Hauler Name	Permit/Registration No.
South Austin Regional WWTP	TPDES No. WQ0010543012

Item 8. Improvements or Compliance/Enforcement Requirements (Instructions, Page 45)

- a. Is the permittee currently required to meet any implementation schedule for compliance or enforcement?
- ☐ Yes ☒ No
- b. Has the permittee completed or planned for any improvements or construction projects?
- ☐ Yes ☒ No
- c. If **yes** to either 8.a or 8.b, provide a brief summary of the requirements and a status update: N/A

Item 9. Toxicity Testing (Instructions, Page 45)

Have any biological tests for acute or chronic toxicity been made on any of the discharges or on a receiving water in relation to the discharge within the last three years?

☐ Yes ☒ No

If **yes**, identify the tests and describe their purposes: [Click to enter text.](#)

Additionally, attach a copy of all tests performed which **have not** been submitted to the TCEQ or EPA. **Attachment:** [N/A](#)

Item 10. Off-Site/Third Party Wastes (Instructions, Page 45)

- a. Does or will the facility receive wastes from off-site sources for treatment at the facility, disposal on-site via land application, or discharge via a permitted outfall?

☐ Yes ☒ No

If **yes**, provide responses to Items 10.b through 10.d below.

If **no**, proceed to Item 11.

- b. Attach the following information to the application:

- List of wastes received (including volumes, characterization, and capability with on-site wastes).
- Identify the sources of wastes received (including the legal name and addresses of the generators).
- Description of the relationship of waste source(s) with the facility's activities.

Attachment: [Click to enter text.](#)

- c. Is or will wastewater from another TCEQ, NPDES, or TPDES permitted facility commingled with this facility's wastewater after final treatment and prior to discharge via the final outfall/point of disposal?

☐ Yes ☐ No

If **yes**, provide the name, address, and TCEQ, NPDES, or TPDES permit number of the contributing facility and a copy of any agreements or contracts relating to this activity.

Attachment: [Click to enter text.](#)

- d. Is this facility a POTW that accepts/will accept process wastewater from any SIU and has/is required to have an approved pretreatment program under the NPDES/TPDES program?

☐ Yes ☐ No

If **yes**, **Worksheet 6.0** of this application **is required**.

Item 11. Radioactive Materials (Instructions, Page 46)

- a. Are/will radioactive materials be mined, used, stored, or processed at this facility?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L.

Radioactive Materials Mined, Used, Stored, or Processed

Radioactive Material Name	Concentration (pCi/L)
N/A	

- b. Does the applicant or anyone at the facility have any knowledge or reason to believe that radioactive materials may be present in the discharge, including naturally occurring radioactive materials in the source waters or on the facility property?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L. Do not include information provided in response to Item 11.a.

Radioactive Materials Present in the Discharge

Radioactive Material Name	Concentration (pCi/L)
N/A	

Item 12. Cooling Water (Instructions, Page 46)

- a. Does the facility use or propose to use water for cooling purposes?

☐ Yes ☒ No (See Attachment GOC-TECH-3: TCEQ 316b Interpretation)

If **no**, stop here. If **yes**, complete Items 12.b thru 12.f.

- b. Cooling water is/will be obtained from a groundwater source (e.g., on-site well).

☐ Yes ☐ No

If **yes**, stop here. If **no**, continue.

- c. Cooling Water Supplier

- Provide the name of the owner(s) and operator(s) for the CWIS that supplies or will supply water for cooling purposes to the facility.

Cooling Water Intake Structure(s) Owner(s) and Operator(s)

CWIS ID				
Owner				
Operator				

2. Cooling water is/will be obtained from a Public Water Supplier (PWS)

☐ Yes ☐ No

If **no**, continue. If **yes**, provide the PWS Registration No. and stop here: PWS No. [Click to enter text.](#)

3. Cooling water is/will be obtained from a reclaimed water source?

☐ Yes ☐ No

If **no**, continue. If **yes**, provide the Reuse Authorization No. and stop here: [Click to enter text.](#)

4. Cooling water is/will be obtained from an Independent Supplier

☐ Yes ☐ No

If **no**, proceed to Item 12.d. If **yes**, provide the actual intake flow of the Independent Supplier's CWIS that is/will be used to provide water for cooling purposes and proceed: [Click to enter text.](#)

d. 316(b) General Criteria

1. The CWIS(s) used to provide water for cooling purposes to the facility has or will have a cumulative design intake flow of 2 MGD or greater.

☐ Yes ☐ No

2. At least 25% of the total water withdrawn by the CWIS is/will be used at the facility exclusively for cooling purposes on an annual average basis.

☐ Yes ☐ No

3. The CWIS(s) withdraw(s)/propose(s) to withdraw water for cooling purposes from surface waters that meet the definition of Waters of the United States in *40 CFR § 122.2*.

☐ Yes ☐ No

If **no**, provide an explanation of how the waterbody does not meet the definition of Waters of the United States in *40 CFR § 122.2*: [Click to enter text.](#)

If **yes** to all three questions in Item 12.d, the facility **meets** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA. Proceed to **Item 12.f**.

If **no** to any of the questions in Item 12.d, the facility **does not meet** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA; however, a determination is required based upon BPJ. Proceed to **Item 12.e**.

e. The facility does not meet the minimum requirements to be subject to the fill requirements of Section 316(b) **and uses/proposes to use cooling towers**.

☐ Yes ☐ No

If **yes**, stop here. If **no**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ.

f. Oil and Gas Exploration and Production

1. The facility is subject to requirements at 40 CFR Part 435, Subparts A or D.

☐ Yes ☐ No

If **yes**, continue. If **no**, skip to Item 12.g.

2. The facility is an existing facility as defined at 40 CFR § 125.92(k) or a new unit at an existing facility as defined at 40 CFR § 125.92(u).

☐ Yes ☐ No

If **yes**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ. If **no**, skip to Item 12.g.3.

g. Compliance Phase and Track Selection

1. Phase I – New facility subject to 40 CFR Part 125, Subpart I

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection, attach the requested information, and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.

☐ Track I – AIF greater than 2 MGD, but less than 10 MGD

- Attach information required by 40 CFR §§ 125.86(b)(2)-(4).

☐ Track I – AIF greater than 10 MGD

- Attach information required by 40 CFR § 125.86(b).

☐ Track II

- Attach information required by 40 CFR § 125.86(c).

Attachment: [Click to enter text.](#)

2. Phase II – Existing facility subject to 40 CFR Part 125, Subpart J

☐ Yes ☐ No

If **yes**, complete Worksheets 11.0 through 11.3, as applicable.

3. Phase III – New facility subject to 40 CFR Part 125, Subpart N

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection and provide the requested information.

☐ Track I – Fixed facility

- Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.

☐ Track I – Not a fixed facility

- Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Item 2 (except CWIS latitude/longitude under Item 2.a).

☐ Track II – Fixed facility

- Attach information required by 40 CFR § 125.136(c) and complete Worksheet 11.0, Items 2 and 3.

Item 13. Permit Change Requests (Instructions, Page 48)

This item is only applicable to existing permitted facilities.

- a. Is the facility requesting a **major amendment** of an existing permit?

☐ Yes ☒ No

If **yes**, list each request individually and provide the following information: 1) detailed information regarding the scope of each request and 2) a justification for each request. Attach any supplemental information or additional data to support each request.

N/A

- b. Is the facility requesting any **minor amendments** to the permit?

☐ Yes ☒ No

If **yes**, list and describe each change individually.

N/A

- c. Is the facility requesting any **minor modifications** to the permit?

☐ Yes ☒ No

If **yes**, list and describe each change individually.

N/A

Item 14. Laboratory Accreditation (Instructions, Page 49)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

- The laboratory is an in-house laboratory and is:
 - periodically inspected by the TCEQ; or
 - located in another state and is accredited or inspected by that state; or
 - performing work for another company with a unit located in the same site; or
 - performing pro bono work for a governmental agency or charitable organization.
- The laboratory is accredited under federal law.
- The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review *30 TAC Chapter 25* for specific requirements.

The following certification statement shall be signed and submitted with every application. See the *Signature Page* section in the Instructions, for a list of designated representatives who may sign the certification.

CERTIFICATION:

I certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

Printed Name: Bill Steinhauser

Title: Sr. Manager, Environmental Permitting and Compliance

Signature: _____

Date: _____


7/22/2024

INDUSTRIAL WASTEWATER PERMIT APPLICATION

WORKSHEET 2.0: POLLUTANT ANALYSIS

Worksheet 2.0 is **required** for all applications submitted for a TPDES permit. Worksheet 2.0 is not required for applications for a permit to dispose of all wastewater by land disposal or for discharges solely of stormwater associated with industrial activities.

Item 1. General Testing Requirements (Instructions, Page 55)

- Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): 01/30/2024-02/20/2024
- ☒ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- Read the general testing requirements in the instructions for important information about sampling, test methods, and MALs. If a contact laboratory was used, attach a list which includes the name, contact information, and pollutants analyzed for each laboratory/firm.
Attachment: GOC-TECH-4: Laboratory Information

Item 2. Specific Testing Requirements (Instructions, Page 56)

Attach correspondence from TCEQ approving submittal of less than the required number of samples, if applicable. **Attachment:** N/A

TABLE 1 and TABLE 2 (Instructions, Page 58)

Completion of Tables 1 and 2 is required for all external outfalls for all TPDES permit applications.

Table 1 for Outfall No.: 001 Samples are (check one): ☒ Composite ☒ Grab (Note: Grab Samples indicated with an *)

Pollutant	Sample 1 (mg/L)	Sample 2 (mg/L)	Sample 3 (mg/L)	Sample 4 (mg/L)
BOD (5-day)	<1.00	<1.00	<1.00	<1.00
CBOD (5-day)	<1.00	<1.00	<1.00	<1.00
Chemical oxygen demand	11.4	13.1	<10.0	11.2
Total organic carbon	3.86	3.78	3.79	3.60
Dissolved oxygen*	9.67*	9.91*	8.80*	9.54*
Ammonia nitrogen	0.0276	<0.0200	0.0242	<0.0200
Total suspended solids	<1.00	<1.00	4.20	1.30
Nitrate nitrogen	0.286	0.449	0.450	0.440
Total organic nitrogen	0.293	0.347	0.485	0.377
Total phosphorus	<0.0200	<0.200	<0.0200	<0.0200
Oil and grease*	<2.50*	<2.50*	<2.50*	<2.50*
Total residual chlorine*	0.0200*	0.00*	0.00*	0.00*

Pollutant	Sample 1 (mg/L)	Sample 2 (mg/L)	Sample 3 (mg/L)	Sample 4 (mg/L)
Total dissolved solids	300	318	321	313
Sulfate	34.0	39.5	40.5	41.7
Chloride	51.3	53.5	54.1	56.1
Fluoride	0.242	0.208	0.199	0.206
Total alkalinity (mg/L as CaCO3)	167	175	178	178
Temperature (°F)*	63.572*	69.386*	73.526*	64.886*
pH (standard units)*	7.69*	7.92*	7.88*	8.02*

Table 2 for Outfall No.: 001 Samples are (check one): ☒ Composite ☒ Grab (Note: Grab Samples indicated with an *)

Pollutant	Sample 1 (µg/L)	Sample 2 (µg/L)	Sample 3 (µg/L)	Sample 4 (µg/L)	MAL (µg/L)
Aluminum, total	11.0	16.2	35.2	23.3	2.5
Antimony, total	<5.00	<5.00	<5.00	<5.00	5
Arsenic, total	1.37	1.24	1.19	1.27	0.5
Barium, total	69.5	64.8	71.0	74.3	3
Beryllium, total	<0.500	<0.500	<0.500	<0.500	0.5
Cadmium, total	<1.00	<1.00	<1.00	<1.00	1
Chromium, total	0.834	1.33	1.60	<0.625	3
Chromium, hexavalent	<3.00	<3.00	<3.00	<3.00	3
Chromium, trivalent	<3.62	<3.62	<3.62	<3.62	N/A
Copper, total	12.6	10.6	12.8	8.97	2
Cyanide, available Amenable*	<10*	<10*	<10*	<10*	2/10
Lead, total	0.736	0.722	0.522	0.822	0.5
Mercury, total	0.000536	<0.00025	0.000594	<0.00025	0.005/0.0005
Nickel, total	<2.00	<2.00	<2.00	<2.00	2
Selenium, total	<5.00	<5.00	<5.00	<5.00	5
Silver, total	<0.500	<0.500	<0.500	<0.500	0.5
Thallium, total	<0.500	<0.500	<0.500	<0.500	0.5
Zinc, total	<5.00	<5.00	<5.00	<5.00	5.0

TABLE 3 (Instructions, Page 58)

Completion of Table 3 **is required** for all **external outfalls** which discharge process wastewater.

Partial completion of Table 3 **is required** for all **external outfalls** which discharge non-process wastewater and stormwater associated with industrial activities commingled with other wastestreams (see instructions for additional guidance).

Table 3 for Outfall No.: **N/A (only non-process wastewater)**

Samples are (check one):



Composite



Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Acrylonitrile					50
Anthracene					10
Benzene					10
Benzidine					50
Benzo(a)anthracene					5
Benzo(a)pyrene					5
Bis(2-chloroethyl)ether					10
Bis(2-ethylhexyl)phthalate					10
Bromodichloromethane [Dichlorobromomethane]					10
Bromoform					10
Carbon tetrachloride					2
Chlorobenzene					10
Chlorodibromomethane [Dibromochloromethane]					10
Chloroform					10
Chrysene					5
m-Cresol [3-Methylphenol]					10
o-Cresol [2-Methylphenol]					10
p-Cresol [4-Methylphenol]					10
1,2-Dibromoethane					10
m-Dichlorobenzene [1,3-Dichlorobenzene]					10
o-Dichlorobenzene [1,2-Dichlorobenzene]					10
p-Dichlorobenzene [1,4-Dichlorobenzene]					10
3,3'-Dichlorobenzidine					5

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
1,2-Dichloroethane					10
1,1-Dichloroethene [1,1-Dichloroethylene]					10
Dichloromethane [Methylene chloride]					20
1,2-Dichloropropane					10
1,3-Dichloropropene [1,3-Dichloropropylene]					10
2,4-Dimethylphenol					10
Di-n-Butyl phthalate					10
Ethylbenzene					10
Fluoride					500
Hexachlorobenzene					5
Hexachlorobutadiene					10
Hexachlorocyclopentadiene					10
Hexachloroethane					20
Methyl ethyl ketone					50
Nitrobenzene					10
N-Nitrosodiethylamine					20
N-Nitroso-di-n-butylamine					20
Nonylphenol					333
Pentachlorobenzene					20
Pentachlorophenol					5
Phenanthrene					10
Polychlorinated biphenyls (PCBs) (**)					0.2
Pyridine					20
1,2,4,5-Tetrachlorobenzene					20
1,1,2,2-Tetrachloroethane					10
Tetrachloroethene [Tetrachloroethylene]					10
Toluene					10
1,1,1-Trichloroethane					10
1,1,2-Trichloroethane					10
Trichloroethene					10

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
[Trichloroethylene]					
2,4,5-Trichlorophenol					50
TTHM (Total trihalomethanes)					10
Vinyl chloride					10

(*) Indicate units if different from µg/L.

(**) Total of detects for PCB-1242, PCB-1254, PCB-1221, PCB-1232, PCB-1248, PCB-1260, and PCB-1016. If all non-detects, enter the highest non-detect preceded by a “<”.

TABLE 4 (Instructions, Pages 58-59)

Partial completion of Table 4 **is required** for each **external outfall** based on the conditions below.

a. Tributyltin

Is this facility an industrial/commercial facility which currently or proposes to directly dispose of wastewater from the types of operations listed below or a domestic facility which currently or proposes to receive wastewater from the types of industrial/commercial operations listed below?

☐ Yes ☒ No

If **yes**, check the box next to each of the following criteria which apply and provide the appropriate testing results in Table 4 below (check all that apply).

- ☐ Manufacturers and formulators of tributyltin or related compounds.
- ☐ Painting of ships, boats and marine structures.
- ☐ Ship and boat building and repairing.
- ☐ Ship and boat cleaning, salvage, wrecking and scaling.
- ☐ Operation and maintenance of marine cargo handling facilities and marinas.
- ☐ Facilities engaged in wood preserving.
- ☐ Any other industrial/commercial facility for which tributyltin is known to be present, or for which there is any reason to believe that tributyltin may be present in the effluent.

b. Enterococci (discharge to saltwater)

This facility discharges/proposes to discharge directly into saltwater receiving waters **and** Enterococci bacteria are expected to be present in the discharge based on facility processes.

☐ Yes ☒ No

Domestic wastewater is/will be discharged.

☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

c. **E. coli (discharge to freshwater)**

This facility discharges/proposes to discharge directly into freshwater receiving waters **and** *E. coli* bacteria are expected to be present in the discharge based on facility processes.

☐ Yes ☒ No

Domestic wastewater is/will be discharged.

☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

Table 4 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1	Sample 2	Sample 3	Sample 4	MAL
Tributyltin (µg/L)					0.010
Enterococci (cfu or MPN/100 mL)					N/A
<i>E. coli</i> (cfu or MPN/100 mL)					N/A

TABLE 5 (Instructions, Page 59)

Completion of Table 5 **is required** for all **external outfalls** which discharge process wastewater from a facility which manufactures or formulates pesticides or herbicides or other wastewaters which may contain pesticides or herbicides.

If this facility does not/will not manufacture or formulate pesticides or herbicides and does not/will not discharge other wastewaters that may contain pesticides or herbicides, check N/A.

☒ N/A

Table 5 for Outfall No.: N/A (only non-process wastewater)

Samples are (check one):

☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Aldrin					0.01
Carbaryl					5
Chlordane					0.2
Chlorpyrifos					0.05
4,4'-DDD					0.1
4,4'-DDE					0.1
4,4'-DDT					0.02
2,4-D					0.7
Danitol [Fenpropathrin]					—
Demeton					0.20
Diazinon					0.5/0.1
Dicofol [Kelthane]					1
Dieldrin					0.02

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Diuron					0.090
Endosulfan I (<i>alpha</i>)					0.01
Endosulfan II (<i>beta</i>)					0.02
Endosulfan sulfate					0.1
Endrin					0.02
Guthion [Azinphos methyl]					0.1
Heptachlor					0.01
Heptachlor epoxide					0.01
Hexachlorocyclohexane (<i>alpha</i>)					0.05
Hexachlorocyclohexane (<i>beta</i>)					0.05
Hexachlorocyclohexane (<i>gamma</i>) [Lindane]					0.05
Hexachlorophene					10
Malathion					0.1
Methoxychlor					2.0
Mirex					0.02
Parathion (ethyl)					0.1
Toxaphene					0.3
2,4,5-TP [Silvex]					0.3

* Indicate units if different from µg/L.

TABLE 6 (Instructions, Page 59)

Completion of Table 6 is required for all external outfalls.

Table 6 for Outfall No.: **001**

Samples are (check one): ☒ Composite ☐ Grab

Pollutants	Believed Present	Believed Absent	Sample 1 (mg/L)	Sample 2 (mg/L)	Sample 3 (mg/L)	Sample 4 (mg/L)	MAL (µg/L)*
Bromide	<input type="checkbox"/>	<input checked="" type="checkbox"/>					400
Color (PCU)	<input type="checkbox"/>	<input checked="" type="checkbox"/>					—
Nitrate-Nitrite (as N)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0.286	0.449	0.477	0.464	—
Sulfide (as S)	<input type="checkbox"/>	<input checked="" type="checkbox"/>					—
Sulfite (as SO ₃)	<input type="checkbox"/>	<input checked="" type="checkbox"/>					—
Surfactants	<input type="checkbox"/>	<input checked="" type="checkbox"/>					—
Boron, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					20
Cobalt, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					0.3
Iron, total	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0.110	—	—	—	7
Magnesium, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					20
Manganese, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					0.5
Molybdenum, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					1
Tin, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					5
Titanium, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					30

TABLE 7 (Instructions, Page 60)

Check the box next to any of the industrial categories applicable to this facility. If no categories are applicable, check N/A. If GC/MS testing is required, check the box provided to confirm the testing results for the appropriate parameters are provided with the application.

☒ N/A

Table 7 for Applicable Industrial Categories

Industrial Category	40 CFR Part	Volatiles Table 8	Acids Table 9	Bases/Neutrals Table 10	Pesticides Table 11
<input type="checkbox"/> Adhesives and Sealants		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Aluminum Forming	467	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Auto and Other Laundries		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Battery Manufacturing	461	<input type="checkbox"/> Yes	No	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Coal Mining	434	No	No	No	No
<input type="checkbox"/> Coil Coating	465	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Copper Forming	468	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Electric and Electronic Components	469	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Electroplating	413	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Explosives Manufacturing	457	No	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Foundries		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Gum and Wood Chemicals - Subparts A,B,C,E	454	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Gum and Wood Chemicals - Subparts D,F	454	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Inorganic Chemicals Manufacturing	415	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Iron and Steel Manufacturing	420	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Leather Tanning and Finishing	425	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Mechanical Products Manufacturing		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Nonferrous Metals Manufacturing	421,471	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Oil and Gas Extraction - Subparts A, D, E, F, G, H	435	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Ore Mining - Subpart B	440	No	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Organic Chemicals Manufacturing	414	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Paint and Ink Formulation	446,447	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Pesticides	455	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Petroleum Refining	419	<input type="checkbox"/> Yes	No	No	No
<input type="checkbox"/> Pharmaceutical Preparations	439	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Photographic Equipment and Supplies	459	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Plastic and Synthetic Materials Manufacturing	414	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Plastic Processing	463	<input type="checkbox"/> Yes	No	No	No
<input type="checkbox"/> Porcelain Enameling	466	No	No	No	No
<input type="checkbox"/> Printing and Publishing		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subpart C	430	<input type="checkbox"/> *	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts F, K	430	<input type="checkbox"/> *	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> *
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts A, B, D, G, H	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> *
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts I, J, L	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subpart E	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *
<input type="checkbox"/> Rubber Processing	428	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Soap and Detergent Manufacturing	417	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Steam Electric Power Plants	423	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Textile Mills (Not Subpart C)	410	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Timber Products Processing	429	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

* Test if believed present.

TABLES 8, 9, 10, and 11 (Instructions, Page 60)

Completion of Tables 8, 9, 10, and 11 **is required** as specified in Table 7 for all **external outfalls** that contain process wastewater.

Completion of Tables 8, 9, 10, and 11 **may be required** for types of industry not specified in Table 7 for specific parameters that are believed to be present in the wastewater.

Table 8 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Acrolein					50
Acrylonitrile					50
Benzene					10
Bromoform					10
Carbon tetrachloride					2
Chlorobenzene					10
Chlorodibromomethane					10
Chloroethane					50
2-Chloroethylvinyl ether					10
Chloroform					10
Dichlorobromomethane [Bromodichloromethane]					10
1,1-Dichloroethane					10
1,2-Dichloroethane					10
1,1-Dichloroethylene [1,1-Dichloroethene]					10
1,2-Dichloropropane					10
1,3-Dichloropropylene [1,3-Dichloropropene]					10
Ethylbenzene					10
Methyl bromide [Bromomethane]					50
Methyl chloride [Chloromethane]					50
Methylene chloride [Dichloromethane]					20
1,1,2,2-Tetrachloroethane					10
Tetrachloroethylene [Tetrachloroethene]					10
Toluene					10
1,2-Trans-dichloroethylene [1,2-Trans-dichloroethene]					10

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
1,1,1-Trichloroethane					10
1,1,2-Trichloroethane					10
Trichloroethylene [Trichloroethene]					10
Vinyl chloride					10

* Indicate units if different from µg/L.

Table 9 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
2-Chlorophenol					10
2,4-Dichlorophenol					10
2,4-Dimethylphenol					10
4,6-Dinitro-o-cresol					50
2,4-Dinitrophenol					50
2-Nitrophenol					20
4-Nitrophenol					50
p-Chloro-m-cresol					10
Pentachlorophenol					5
Phenol					10
2,4,6-Trichlorophenol					10

* Indicate units if different from µg/L.

Table 10 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Acenaphthene					10
Acenaphthylene					10
Anthracene					10
Benzidine					50
Benzo(a)anthracene					5
Benzo(a)pyrene					5
3,4-Benzofluoranthene [Benzo(b)fluoranthene]					10
Benzo(ghi)perylene					20
Benzo(k)fluoranthene					5
Bis(2-chloroethoxy)methane					10

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Bis(2-chloroethyl)ether					10
Bis(2-chloroisopropyl)ether					10
Bis(2-ethylhexyl)phthalate					10
4-Bromophenyl phenyl ether					10
Butylbenzyl phthalate					10
2-Chloronaphthalene					10
4-Chlorophenyl phenyl ether					10
Chrysene					5
Dibenzo(a,h)anthracene					5
1,2-Dichlorobenzene [o-Dichlorobenzene]					10
1,3-Dichlorobenzene [m-Dichlorobenzene]					10
1,4-Dichlorobenzene [p-Dichlorobenzene]					10
3,3'-Dichlorobenzidine					5
Diethyl phthalate					10
Dimethyl phthalate					10
Di-n-butyl phthalate					10
2,4-Dinitrotoluene					10
2,6-Dinitrotoluene					10
Di-n-octyl phthalate					10
1,2-Diphenylhydrazine (as Azobenzene)					20
Fluoranthene					10
Fluorene					10
Hexachlorobenzene					5
Hexachlorobutadiene					10
Hexachlorocyclopentadiene					10
Hexachloroethane					20
Indeno(1,2,3-cd)pyrene					5
Isophorone					10
Naphthalene					10
Nitrobenzene					10
N-Nitrosodimethylamine					50

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
N-Nitrosodi-n-propylamine					20
N-Nitrosodiphenylamine					20
Phenanthrene					10
Pyrene					10
1,2,4-Trichlorobenzene					10

* Indicate units if different from µg/L.

Table 11 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Aldrin					0.01
alpha-BHC [alpha-Hexachlorocyclohexane]					0.05
beta-BHC [beta-Hexachlorocyclohexane]					0.05
gamma-BHC [gamma-Hexachlorocyclohexane]					0.05
delta-BHC [delta-Hexachlorocyclohexane]					0.05
Chlordane					0.2
4,4'-DDT					0.02
4,4'-DDE					0.1
4,4'-DDD					0.1
Dieldrin					0.02
Endosulfan I (alpha)					0.01
Endosulfan II (beta)					0.02
Endosulfan sulfate					0.1
Endrin					0.02
Endrin aldehyde					0.1
Heptachlor					0.01
Heptachlor epoxide					0.01
PCB 1242					0.2
PCB 1254					0.2
PCB 1221					0.2
PCB 1232					0.2
PCB 1248					0.2

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
PCB 1260					0.2
PCB 1016					0.2
Toxaphene					0.3

* Indicate units if different from µg/L.

Attachment: [Click to enter text.](#)

TABLE 12 (DIOXINS/FURAN COMPOUNDS)

Complete of Table 12 **is required** for **external outfalls**, as directed below. (Instructions, Pages 59-60)

Indicate which compound(s) are manufactured or used at the facility and provide a brief description of the conditions of its/their presence at the facility (check all that apply).

- ☐ 2,4,5-trichlorophenoxy acetic acid (2,4,5-T) CASRN 93-76-5
- ☐ 2-(2,4,5-trichlorophenoxy) propanoic acid (Silvex, 2,4,5-TP) CASRN 93-72-1
- ☐ 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dichloropropionate (Erbon) CASRN 136-25-4
- ☐ 0,0-dimethyl 0-(2,4,5-trichlorophenyl) phosphorothioate (Ronnell) CASRN 299-84-3
- ☐ 2,4,5-trichlorophenol (TCP) CASRN 95-95-4
- ☐ hexachlorophene (HCP) CASRN 70-30-4
- ☒ None of the above

Description: N/A

Does the applicant or anyone at the facility know or have any reason to believe that 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD) or any congeners of TCDD may be present in the effluent proposed for discharge?

- ☐ Yes ☒ No

Description: N/A

If **yes** to either Items a **or** b, complete Table 12 as instructed.

Table 12 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

Compound	Toxicity Equivalent Factors	Wastewater Concentration (ppq)	Wastewater Toxicity Equivalents (ppq)	Sludge Concentration (ppt)	Sludge Toxicity Equivalents (ppt)	MAL (ppq)
2,3,7,8-TCDD	1					10
1,2,3,7,8-PeCDD	1.0					50
2,3,7,8-HxCDDs	0.1					50
1,2,3,4,6,7,8-HpCDD	0.01					50

Compound	Toxicity Equivalent Factors	Wastewater Concentration (ppq)	Wastewater Toxicity Equivalents (ppq)	Sludge Concentration (ppt)	Sludge Toxicity Equivalents (ppt)	MAL (ppq)
2,3,7,8-TCDF	0.1					10
1,2,3,7,8-PeCDF	0.03					50
2,3,4,7,8-PeCDF	0.3					50
2,3,7,8-HxCDFs	0.1					50
2,3,4,7,8-HpCDFs	0.01					50
OCDD	0.0003					100
OCDF	0.0003					100
PCB 77	0.0001					500
PCB 81	0.0003					500
PCB 126	0.1					500
PCB 169	0.03					500
Total						

TABLE 13 (HAZARDOUS SUBSTANCES)

Complete Table 13 **is required** for all **external outfalls** as directed below. (Instructions, Pages 60-61)

Are there any pollutants listed in the instructions (pages 55-62) believed present in the discharge?

☐ Yes ☒ No

Are there pollutants listed in Item 1.c. of Technical Report 1.0 which are believed present in the discharge and have not been analytically quantified elsewhere in this application?

☐ Yes ☒ No

If **yes** to either Items a or b, complete Table 13 as instructed.

Table 13 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

Pollutant	CASRN	Sample 1 (µg/L)	Sample 2 (µg/L)	Sample 3 (µg/L)	Sample 4 (µg/L)	Analytical Method

INDUSTRIAL WASTEWATER PERMIT APPLICATION

WORKSHEET 4.0: RECEIVING WATERS

This worksheet **is required** for all TPDES permit applications.

Item 1. Domestic Drinking Water Supply (Instructions, Page 80)

- a. There is a surface water intake for domestic drinking water supply located within 5 (five) miles downstream from the point/proposed point of discharge.

☒ Yes ☐ No

If **no**, stop here and proceed to Item 2. If **yes**, provide the following information:

1. The legal name of the owner of the drinking water supply intake: City of Austin
2. The distance and direction from the outfall to the drinking water supply intake: The intake is 0.25 miles to the northwest of the point of discharge

- b. Locate and identify the intake on the USGS 7.5-minute topographic map provided for Administrative Report 1.0.

☒ Check this box to confirm the above requested information is provided.

Item 2. Discharge Into Tidally Influenced Waters (Instructions, Page 80)

If the discharge is to tidally influenced waters, complete this section. Otherwise, proceed to Item 3.

- a. Width of the receiving water at the outfall: N/A feet

- b. Are there oyster reefs in the vicinity of the discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the oyster reefs: Click to enter text.

- c. Are there sea grasses within the vicinity of the point of discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the grasses: Click to enter text.

Item 3. Classified Segment (Instructions, Page 80)

The discharge is/will be directly into (or within 300 feet of) a classified segment.

☒ Yes ☐ No

If **yes**, stop here and do not complete Items 4 and 5 of this worksheet or Worksheet 4.1.

If **no**, complete Items 4 and 5 and Worksheet 4.1 may be required.

Item 4. Description of Immediate Receiving Waters (Instructions, Page 80)

a. Name of the immediate receiving waters: N/A

b. Check the appropriate description of the immediate receiving waters:

☐ Lake or Pond

- Surface area (acres): [Click to enter text.](#)
- Average depth of the entire water body (feet): [Click to enter text.](#)
- Average depth of water body within a 500-foot radius of the discharge point (feet): [Click to enter text.](#)

☐ Man-Made Channel or Ditch

☐ Stream or Creek

☐ Freshwater Swamp or Marsh

☐ Tidal Stream, Bayou, or Marsh

☐ Open Bay

☐ Other, specify:

If **Man-Made Channel or Ditch** or **Stream or Creek** were selected above, provide responses to Items 4.c – 4.g below:

c. For **existing discharges**, check the description below that best characterizes the area **upstream** of the discharge.

For **new discharges**, check the description below that best characterizes the area **downstream** of the discharge.

- ☐ Intermittent (dry for at least one week during most years)
- ☐ Intermittent with Perennial Pools (enduring pools containing habitat to maintain aquatic life uses)
- ☐ Perennial (normally flowing)

Check the source(s) of the information used to characterize the area upstream (existing discharge) or downstream (new discharge):

- ☐ USGS flow records
- ☐ personal observation
- ☐ historical observation by adjacent landowner(s)
- ☐ other, specify: [Click to enter text.](#)

d. List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point: [Click to enter text.](#)

e. The receiving water characteristics change within three miles downstream of the discharge (e.g., natural or man-made dams, ponds, reservoirs, etc.).

- ☐ Yes ☐ No

If **yes**, describe how: [Click to enter text.](#)

- f. General observations of the water body during normal dry weather conditions: [Click to enter text.](#)

Date and time of observation: [Click to enter text.](#)

- g. The water body was influenced by stormwater runoff during observations.

☐ Yes ☐ No

If **yes**, describe how: [Click to enter text.](#)

Item 5. General Characteristics of Water Body (Instructions, Page 81)

- a. Is the receiving water upstream of the existing discharge or proposed discharge site influenced by any of the following (check all that apply):

<input type="checkbox"/> oil field activities	<input type="checkbox"/> urban runoff
<input type="checkbox"/> agricultural runoff	<input type="checkbox"/> septic tanks
<input type="checkbox"/> upstream discharges	<input type="checkbox"/> other, specify: Click to enter text.

- b. Uses of water body observed or evidence of such uses (check all that apply):

<input type="checkbox"/> livestock watering	<input type="checkbox"/> industrial water supply
<input type="checkbox"/> non-contact recreation	<input type="checkbox"/> irrigation withdrawal
<input type="checkbox"/> domestic water supply	<input type="checkbox"/> navigation
<input type="checkbox"/> contact recreation	<input type="checkbox"/> picnic/park activities
<input type="checkbox"/> fishing	<input type="checkbox"/> other, specify: Click to enter text.

- c. Description which best describes the aesthetics of the receiving water and the surrounding area (check only one):

☐ **Wilderness:** outstanding natural beauty; usually wooded or un-pastured area: water clarity exceptional

☐ **Natural Area:** trees or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored

☐ **Common Setting:** not offensive, developed but uncluttered; water may be colored or turbid

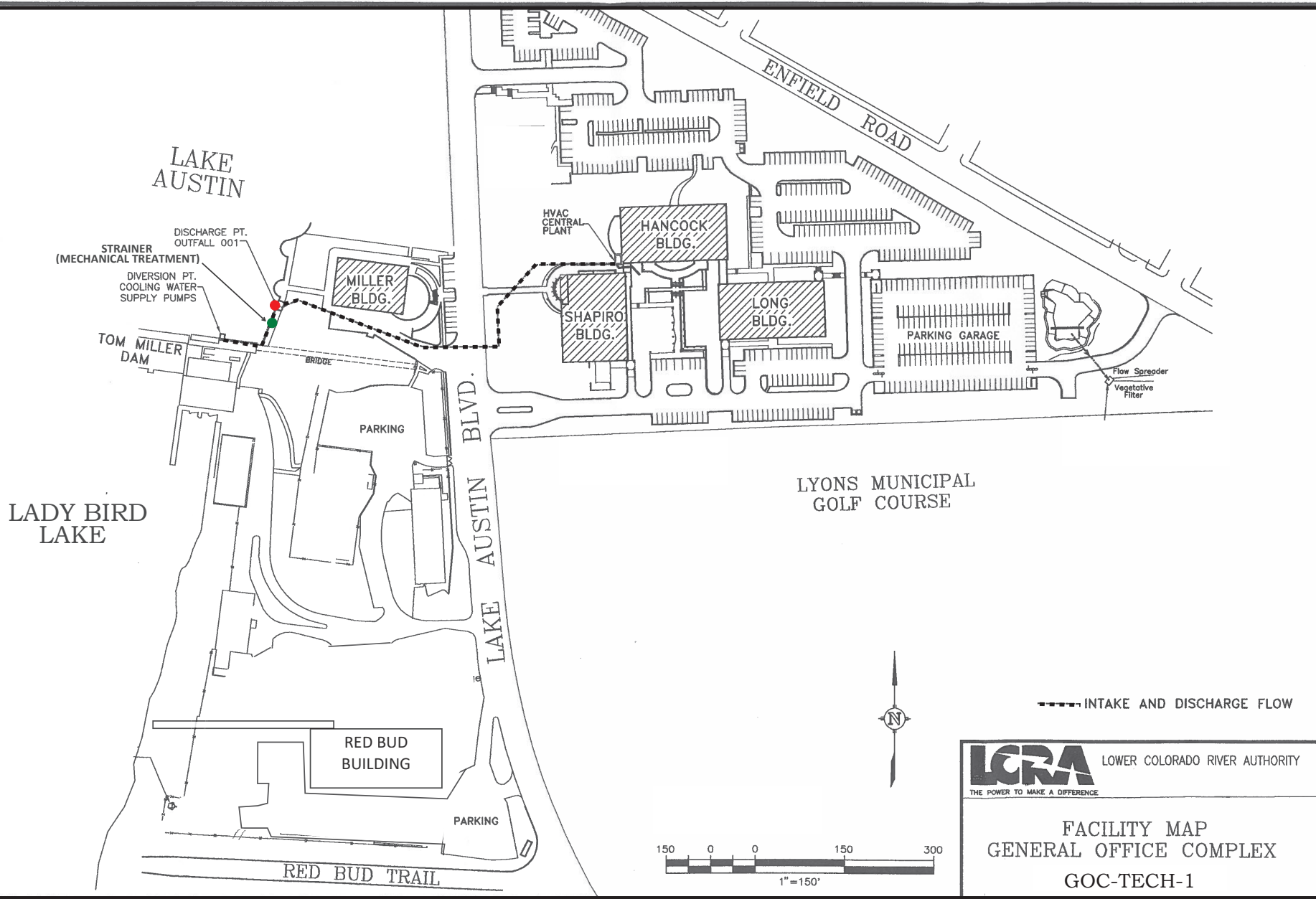
☐ **Offensive:** stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

TECHNICAL REPORT

ATTACHMENTS

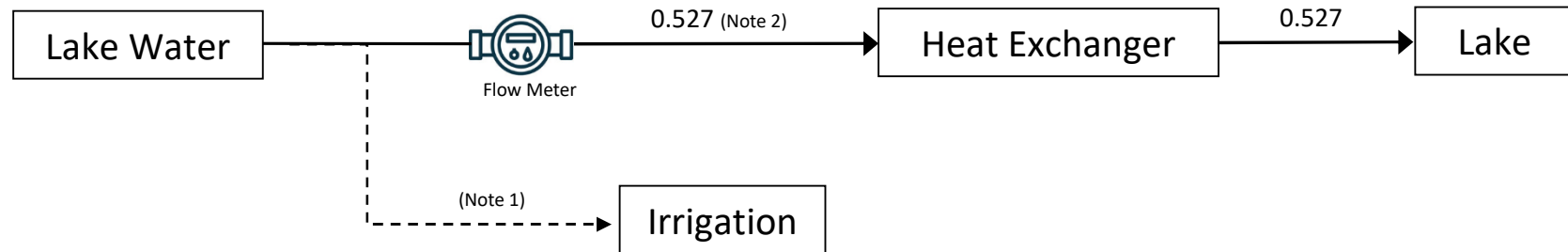
1. Facility Map (GOC-TECH-1)
2. Water Balance (GOC-TECH-2)
3. TCEQ 316b Interpretation (GOC-TECH-3)
4. Laboratory Information (GOC-TECH-4)

Attachment GOC-TECH-1
Facility Map



Attachment GOC-TECH-2
Water Balance

GOC –TECH-2: Water Balance



Notes:

1. Irrigation is in use depending on need and typically during the summer months. The water is taken out before the flow meter.
2. Flow is based on average Million Gallons per Day (MGD) in 2023.

Attachment GOC-TECH-3
TCEQ 316b Interpretation

From: Shannon Gibson [<mailto:Shannon.Gibson@tceq.texas.gov>]

Sent: Tuesday, April 2, 2019 3:26 PM

To: Burgin, Sara <sara.burgin@bracewell.com>

Subject: 316b Applicability - Cooling Water

Good afternoon Sara,

Thank you for your inquiry today.

After reviewing with my team lead, we concur that water routed through an a/c cooling system serving an office complex does not meet the definition of cooling water at 40 CFR § 125.92(e) and the requirements of 316(b) are not applicable.

Please do not hesitate to contact me with any additional questions or if further clarification is needed.

Best Regards,

Shannon Gibson

Environmental Permit Specialist

Industrial Wastewater Permitting - MC 148

Texas Commission on Environmental Quality

P.O. Box 13087

Austin, Texas 78711-3087

(512) 239 – 4284

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Attachment GOC-TECH-4
Laboratory Information

GOC-TECH-4: Laboratory Information

LCRA's contract laboratory is Lower Colorado River Authority - Environmental Laboratory Services (ELS), which is a NELAP accredited laboratory (Certificate Number: T104704218-21-23) for non-potable water. ELS uses subcontractors for certain analytes.

Subcontractors:

- A & B Environmental Services, Inc.- T104704213-22-32
- Aqua-Tech- T104704371-23-27

See below for the pollutants analyzed by ELS and subcontractor. The sample type is also listed.

GOC Pollutant Analysis

Outfall 001

Table 1

Pollutant	Laboratory	Sample Type
BOD (5-day)	AQUA-TECH	Composite
CBOD (5-day)	AQUA-TECH	Composite
Chemical oxygen demand	ELS	Composite
Total organic carbon	ELS	Composite
Dissolved oxygen	ELS	Composite
Ammonia nitrogen	ELS	Composite
Total suspended solids	ELS	Composite
Nitrate nitrogen	ELS	Composite
Total organic nitrogen	ELS	Composite
Total phosphorus	ELS	Composite
Oil and grease	ELS	Grab
Total residual chlorine	ELS	Grab
Total dissolved solids	ELS	Composite
Sulfate	ELS	Composite
Chloride	ELS	Composite
Fluoride	ELS	Composite
Total alkalinity (mg/L as CaCO ₃)	ELS	Composite
Temperature (°F)	ELS	Grab
pH (standard units)	ELS	Grab

Outfall 001**Table 2**

Pollutant	Laboratory	Sample Type
Aluminum, total	ELS	Composite
Antimony, total	ELS	Composite
Arsenic, total	ELS	Composite
Barium, total	ELS	Composite
Beryllium, total	ELS	Composite
Cadmium, total	ELS	Composite
Chromium, total	AQUA-TECH	Composite
Chromium, hexavalent	AQUA-TECH	Composite
Chromium, trivalent	AQUA-TECH	Composite
Copper, total	ELS	Composite
Cyanide, Amenable	A&B Laboratory	Grab
Lead, total	ELS	Composite
Mercury, total	A&B Laboratory	Composite
Nickel, total	ELS	Composite
Selenium, total	ELS	Composite
Silver, total	ELS	Composite
Thallium, total	ELS	Composite
Zinc, total	ELS	Composite

Outfall 001**Table 6**

Pollutants	Laboratory	Sample Type
Bromide	—	—
Color (PCU)	—	—
Nitrate-Nitrite (as N)	ELS	Composite
Sulfide (as S)	—	—
Sulfite (as SO ₃)	—	—
Surfactants	—	—
Boron, total	—	—
Cobalt, total	—	—
Iron, total	ELS	Composite
Magnesium, total	—	—
Manganese, total	—	—
Molybdenum, total	—	—
Tin, total	—	—
Titanium, total	—	—

* Indicate units if different from µg/L.

Rachel Ellis

From: Julie Podbielski <Julie.Podbielski@LCRA.ORG>
Sent: Thursday, August 1, 2024 12:47 PM
To: Rachel Ellis
Cc: Bill Steinhauser
Subject: RE: Application for Renewal Permit No. WQ0003516000-Lower Colorado River Authority- Notice of Deficiency Letter
Attachments: GOC_2024-07-23_TPDES_Permit_Renewal_Application.pdf

Hi Ms. Ellis,

A hard copy of the application was hand-delivered to the TCEQ on July 23, 2024. We had the TCEQ representative who received it to sign and date our cover letter and cover sheet. Please see attached. Unfortunately, the person did not sign with a name but just the department. Could you please see if someone in your department has the hard copy?

Thank you, Julie

From: Rachel Ellis <Rachel.Ellis@tceq.texas.gov>
Sent: Thursday, August 01, 2024 11:49 AM
To: Julie Podbielski <Julie.Podbielski@LCRA.ORG>
Cc: Bill Steinhauser <Bill.Steinhauser@LCRA.ORG>
Subject: Application for Renewal Permit No. WQ0003516000-Lower Colorado River Authority- Notice of Deficiency Letter

CAUTION - EXTERNAL EMAIL
Phishing? **Click the fish** in Outlook

Dear Ms. Podbielski,

The attached Notice of Deficiency letter sent on August 1, 2024, requests additional information needed to declare the application administratively complete. Please send the complete response to my attention by August 15, 2024.

Thank you,



Texas Commission on Environmental Quality
Water Quality Division
Application Review & Processing Team
Rachel.Ellis@tceq.texas.gov

